

# GENERAL TERMS OF DELIVERY TBWB

## A. General provisions

### Article 1 Scope and definitions

1. These terms and conditions apply to all (legal) acts of the technical contractor, such as offers, agreements or acceptances of contracts under (framework) agreements, and also prevail over the terms and conditions the technical contractor has not explicitly rejected its applicability. A referral by the customer to his own procurement, procurement or other conditions is not accepted by the technical contractor.
2. In addition to and in addition to paragraph 1, these terms and conditions shall apply if the customer has accepted their money in previous agreements with the technical contractor.
3. The customer accepts the financing of these terms and conditions on all future transactions with the technical contractor.
4. The following words used in these terms and conditions shall be assigned to the corresponding meaning: (a) Agreement: the agreement between customer and technical contractor to which these terms and conditions apply. b) Work: the set of design, installation and maintenance work, including the supply of goods and services, which the technical contractor must carry out in order to ensure that the technical installation is delivered and, if agreed during the maintenance period, meets the requirements arising from the Agreement.

### Article 2 Listing

1. The offer of the technical contractor is non-binding: he may withdraw his offer shortly after receipt of its acceptance unless that offer contains a period of acceptance and the period has not yet expired.
2. The content of all listing documents, such as drawings, descriptions or specifications, is as accurate as possible, but is not binding.
3. The customer must treat the information contained in the offer documents confidentially and may not use it for his own use or use by third parties or disclose it to third parties. Paragraph 20 of Article 4 of these conditions shall apply mutatis mutandis.
4. If, on the basis of the offer documents, no Agreement is reached, all these documents must be returned immediately by the customer and on his behalf and risk to the technical Contractor.
5. If, on the basis of an offer from the technical contractor, no Agreement is reached, the technical contractor is entitled to a reasonable remuneration of the costs associated with his price offer, such as the cost of designs or in accordance with Article 7:405 of the Dutch Civil Code. Payment of the offer fees due shall be made within 2 weeks of the date of the invoice in question.

### Article 3 Obligations of the technical contractor

1. Unless otherwise provided for in the Agreement, the technical contractor shall take up insurance, provided that this is necessary and customary in

accordance with the nature and extent of the Work and according to the conventions in the industry, without prejudice to Article 5(1) and (2). The technical contractor's insurance does not include the customer, his authorised representative and/or other third parties employed by the customer as co-insured.

2. The technical contractor shall ensure that the customer receives written proof of the existence and content of the insurance referred to in paragraph 1 in good time.
3. The technical contractor is obliged to alert the customer if the demand specification, or contract, or contract, or the information, data or goods available to the customer or the changes made by the customer manifestly containsuch errors or be flawed that he would act contrary to the demands of reasonableness and fairness if he were to build on it without warning.
4. However, the technical contractor has not been followed beyond a global review of information, designs, drawings, calculations and specifications provided by or because of the customer to the standards of the installation area. The inspection by the technical contractor of goods to be delivered by the customer will not include more than a visual inspection of external damage to the extent reasonably possible with packaged goods, control of numbers and dimensions and to the extent that verification of packing lists.
5. The technical contractor will make every effort to carry out the Work to the best of their ability; however, the scope of its obligations depends in part on the degree of input and influence of the customer or of the third party(s enabled by or on behalf of the customer).
6. The technical contractor is obliged to do what is claimed by law, the requirements of reasonableness and fairness or use by law, the requirements of fairness and fairness.
7. The technical contractor shall ensure that he is aware of the relevant laws and public decisions, as well as the requirements of a special nature, such as technical or industrial standards, of the relevant laws and decisions of the public sector.
8. The technical contractor shall be obliged to carry out the Work in such a way that the installation complies with the requirements arising from the Agreement. The requirements referred to herein shall include requirements arising from the normal use for which the installation is intended and the requirements arising from the special use to be made of the installation, but only to the extent that the latter requirements are laid down in writing in the Agreement.
9. The technical contractor will inform the customer at any reasonable time about the performance of the Work and give them access to the places where they are carried out at a further agreed time. If agreed, the technical contractor shall demonstrate, with an inspection plan, protocol, log book, report or report, that his Work and Results of Work meet the requirements arising from the Agreement.
10. The technical contractor shall repair damage to the installation or any part thereof which has been caused on his own account during and through or in connection with the completion of the work, unless such damage has not been caused by him or the otherwise unreasonable is that this damage is borne, without prejudice to the liability of the parties under the Agreement or the law. The customer may, by means of an amendment pursuant to Article 13, instruct the technical contractor to repair damage to the installation, which is not borne by the technical contractor.
11. The technical contractor shall, in order to the best of his ability and in good time, provide all the rights of guarantees provided to him by independent auxiliars with regard to the installation or parts thereof.
12. The technical contractor ensures that the customer receives information on the relationship between pay and material in his offer on request and in the context of the chain liability and diversion scheme Turnover taxes.
13. The technical contractor gives instructions for decommissioning and decommissioning and keeping the installation operational ly competent to the best of their ability and in good time.

14. The technical contractor is required to treat all customer data confidentially, provided that this information has been disclosed confidentially to the technical contractor, and to ensure that his staff maintain that confidentiality Respects.

#### Article 4 Customer obligations

1. The customer ensures that the technical contractor has timely access to all (technical) information, data, decisions and changes necessary to enable the technical contractor to realize the Work in accordance with the Agreement. The customer is responsible for the accuracy and completeness of this information, data, decisions and changes.
2. The customer shall ensure that the technical contractor has in good time all the goods expressly provided by the Agreement that will be made available by or on behalf of the customer. The customer is responsible for it if these goods are not sound or unsuitable.
3. The customer shall exempt the technical contractor from claims made by third parties in connection with the information referred to in paragraphs 1 and 2, data, decisions, modifications and goods.
4. The customer shall ensure that the technical contractor has the permits, waivers, decisions or permissions necessary for the design of the Work or the use of the installation in good time and which has been agreed to be will be made available by or on his behalf. In obtaining this, the technical contractor will provide the customer with the necessary cooperation according to the ability. If the customer fails to comply with this obligation, the technical contractor may terminate the Agreement under Article 11(5) and claim compensation.
5. The customer shall ensure timely access to the free access and free access to the site, building and location at which the Work is to be carried out, for clean, safe and healthy conditions, as well as suitable storage space there.
6. The customer shall be responsible for the condition of the buildings/locations in which and the installations or parts thereof are carried out, including, in which or above which the Work is carried out, and for the circumstances preventing or seriously obstructing the performance of the Work. The customer is obliged to alert the technical contractor and his staff in good time to dangerous situations.
7. The customer ensures that at the locations where the Work is carried out, the technical contractor can have the necessary (utility) facilities, such as electricity, (drinking) water, gas, compressed air, telecom sewerage connection.
8. The customer is responsible for connecting the installation to the public networks. The technical contractor will, to the best of his ability, provide the customer with the cooperation necessary to request this connection.
9. The customer shall provide timely information on the nature and content of the work of ancillary contractors and other third parties engaged by him, the time at which they are carried out, and their coordination, so that the technical contractor can take this information into account in its offer. Only the customer is responsible for coordinating this work, to the extent that nothing else has been agreed.
10. The customer is responsible for the delay and/or costs that are their cause in the work of secondary contractors and which cannot be attributed to the technical contractor. Damage caused by the work of secondary contractors to the installation is borne by the customer.
11. The customer is obliged to alert the technical contractor in writing and within a competent time, if he has actually noticed or should have been aware of a technical contractor's shortcoming.
12. The customer is liable for the (soil) contaminants, environmentally harmful substances and/or bacteria found during the performance of the Work, such as asbestos or legionella. The customer may instruct the technical contractor to remove the contaminants, substances and/or bacteria found by means of an amendment pursuant to Article 13. Regardless of whether the technical contractor carries out this contract, he is entitled to forward extension and/or reimbursement under Article 12.

13. The customer is responsible for the goods he has prescribed or must be involved from a prescribed supplier, as well as for their non-timely delivery.
14. The customer is responsible for auxiliaries, such as subcontractors or suppliers he has prescribed. The technical contractor is not obliged to contract these independent auxiliaries if the customer does not wish to accept the contract terms of these auxiliaries. If the prescribed assistance person does not perform, in good time or not, the technical contractor is entitled to extend the extension and/or reimbursement of costs under Article 12.
15. Outside the technical contractor's working hours, the customer is responsible for the technical contractor's goods and property, such as materials, tools or tools, landed at work.
16. The customer shall be responsible for the delays and/or costs resulting from compliance with government laws and decisions, as well as requirements of a special nature, such as technical and industrial standards, which are amended or entered into into force after the offer.
17. The customer is not permitted to provide the technical contractor, his staff or his auxiliaries with indications which are not related to the Work or contrary to the nature of the Agreement. The customer should not disturb the technical contractor's work as much as possible. 18. The customer shall allow the technical contractor to display indications of his name and business or advertising on fences and fences which are intended to close the building or the places where the Work is carried out, as well as elsewhere in the field of work. Bring.
18. The customer is obliged to receive both all the goods of the technical contractor and the goods of his own which must be delivered under the Agreement as soon as they have been made available to him.
19. The customer is obliged to treat confidentially all (company) data of the technical contractor or all information received in connection with the Agreement of the technical contractor. It is prohibited the customer to use this data and information for his own use or use by third parties or to disclose it to third parties. In the case of infringement of the obligation included in this paragraph, the customer shall forfeit an immediate fine of € 100,000,00in without prejudice to the technical contractor's right to claim damages.
20. The customer shall comply with the amounts owed by him to the technical contractor under the agreed payment arrangement even if the customer is entitled to compensation under Article 16.

#### Article 5 Customer insurance

1. The customer is obliged to take out and maintain a usual CAR insurance or equivalent to usual insurance(s) in which the technical contractor (including the technical contractor for the performance of the Agreement subcontractors and auxiliary staff) as co-insured are included if the technical contractor's work is to carry out the customer's business, unless something else has been agreed in writing.
2. The customer is obliged - in the case of export of his products and installations, which consist in part of goods developed and/or delivered by the technical contractor, to the USA and Canada or areas to which the law of those countries applies - the intention of exporting in good time to the technical contractor and to take on and maintain the usual liability insurance, including for the benefit of all parties involved in the development, manufacture or establishment of such products and installations. The customer will not cancel or change these insurances without the prior written consent of the technical contractor.
3. The customer shall ensure that the technical contractor receives written proof of the existence and content of the insurance referred to in paragraphs 1 and 2 as soon as possible.

#### Article 6 Prohibition of takeover staff and seconded persons

1. During the term of the Agreement up to one year after its termination, the customer shall not be permitted to hire or otherwise employ employees of the technical contractor involved in the implementation of the Agreement. to work.

2. In the case of secondment, the customer is not permitted to employ those seconded persons for up to one year immediately after the end of the secondment or otherwise to work for them.
3. The customer shall forfeit an immediate penalty which is not required for judicial moderation in the amount of 3 gross annual salaries of the relevant employee in the case of infringement of the obligation referred to in paragraphs 1 and 2.

### Article 7 Reservation of ownership

1. All goods intended for the Proceedings, such as materials or parts, shall become the property of the customer after he has fulfilled all his financial obligations from the Agreement, including what the customer has failed to meet in his liabilities may be due.

### Article 8 Time limits

1. The technical contractor cannot be held earlier to commence the performance of his Work, than after all the necessary information, data or goods, as referred to in Articles 4 and 5, are in his possession and he has received the agreed forward payment. He shall be empowered to start and/or deliver earlier, unless otherwise provided for in the Agreement.
2. Unless expressly something else has been agreed, deadlines have been set to the best of their knowledge and will be observed as much as possible. The mere overrun of a specified period does not leave the technical contractor in default. If overrun is imminent, technical contractor and customer will enter into consultation as soon as possible.

### Article 9 Review, acceptance and delivery

1. The customer is empowered to check through checks, tests or tests whether the Work and Results of Work meet the requirements arising from the Agreement.
2. Review by or on behalf of the customer, after consultation with the technical contractor, unless something else has been agreed, on behalf of the customer and risk. The technical contractor will provide the customer with the necessary cooperation within reasonable limits.
3. The customer should not disturb the Work as much as possible when exercising his control power. He is responsible for the delay and/or costs that arise as a result and which cannot be attributed to the technical contractor. Damage caused by the installation review is borne by the customer.
4. Once the technical contractor has indicated that the results of the Work are ready for acceptance and the customer does not approve them within the time limit set by the technical contractor and may or may not accept it subject to reservation or to rejecting the deficiencies, the results of the Proceedings shall be deemed to have been tacitly accepted.
5. Minor defects which may be repaired before a further payment period shall not be a reason for refusal, provided that they do not hinder the commissioning of the installation.
6. After acceptance, the results of the Work shall be considered to have been delivered. The technical contractor is authorized to divide the delivery into a number of partial deliveries.
7. If the results of the Activities are (tacitly) accepted by the customer, the day of acceptance shall be considered as the day of the notification referred to in paragraph 4.
8. At the customer's request, acceptance of the results of the Proceedings may also take place without the notification under paragraph 4. To this end, the customer informs the technical contractor in writing that he considers the Work to be accepted. The date of transmission of this communication shall be the time of acceptance.

### Article 10 Early entry into service

1. If the customer wishes to put the installation or parts thereof into use before the planned delivery, the parties shall follow the procedure laid down in Article

13 (amendments). The customer must approve and sign the Work relating to the installation or parts thereof which he wishes to put into service before the date of this early entry into service. If the customer fails to do so and nevertheless takes the installation into service, the installation shall be deemed to have been approved and completed.

2. With regard to Article 16 (liability), such a commissioning will be regarded as delivery. Damage caused by the installation in the case of commissioning referred to in paragraph 1 of this Article shall be borne by the customer.

### Article 11 Suspension, dissolution and termination

1. The customer is authorized to suspend the Proceedings. He is obliged to communicate this in writing and stating the grounds and to consult with the technical contractor with a competent urgency on the consequences.
2. If, as a result of the suspension, the technical contractor is required to take appropriate provisions or measures, he shall be entitled to a period of extension and/or reimbursement of costs pursuant to Article 12.
3. If the Work or any part thereof is suspended or delayed and this is not attributable to the technical contractor, the customer is obliged, calculated according to the state of the Work, to reimburse the technical contractor for all the work carried out, and all reasonable costs incurred and still to be incurred resulting from obligations already entered into by the technical contractor with a view to the further fulfilment of the Agreement calculated from the time of the suspension or Delay.
4. If the Work has been suspended or delayed for more than two months, the technical contractor is authorised to terminate the Agreement.
5. If the customer has applied for suspension of payment, has been declared in bankruptcy or has failed in the fulfilment of the Agreement, the technical contractor is entitled to terminate the Agreement.
6. The customer is at all times competent to terminate the Agreement in whole or in part.
7. In the cases referred to in paragraphs 4 to 6, the customer is obliged to pay the fixed price set out in the Agreement, less the savings resulting from the termination for the technical contractor. If the price had been made dependent on the actual costs to be incurred by the technical contractor, the price due by the customer shall be calculated on the basis of the costs incurred, the work performed and the profit that the technical contractor would have made in full implementation of the Work.
8. The customer is also obliged to compensate for the damage suffered by the technical contractor without prejudice to the continuedness of the technical contractor to minimise damage, unless the damage is the result of a failure that the customer cannot be allocated.

### Article 12 Term extension and/or reimbursement of costs

9. Subject to Article 13, the technical contractor shall be entitled only to forward extension and/or reimbursement of costs if:
  - a) these conditions expressly provide for this and on the condition that the delay and/or costs are caused by a circumstance which cannot be attributed to the technical contractor, or
  - b) find their cause in a circumstance for which the customer is responsible and against which the technical contractor did not have to warn in view of his obligation referred to in Article 3(3), or
  - c) an unforeseen circumstance such that the customer should not expect the Agreement to be maintained unchanged by reasonableness and fairness standards.
10. If the technical contractor considers that he is entitled to forward extension and/or reimbursement of costs, he shall inform the customer in writing and reasons with a competent urgency. In doing so, it lists all direct and indirect costs, as well as a reasonable storage for general costs, profit and risk. It also mentions the implications for planning.

### Article 13 Amendments (more and less work)

1. The customer is empowered to submit changes to the Agreement, Work, Results of Work, assignments, work plan and inspection plan to the technical contractor.
  - a) The technical contractor shall not be required to make a contracted change if the change:
    - b) has not been written, or
    - c) would lead to an unacceptable disruption to the Work, or
    - d) beyond his knowledge and/or skills and/or capacities, or
    - e) would not be in his interest, or
    - f) if the parties do not agree on the financial consequences and the consequences with regard to the planning and work plan.
2. If the technical contractor is willing to make the change, he will send the customer a written price offer with the following information:
  - a) the balance, formed by all direct and indirect costs, profit and risk
  - b) related to the change, less the possible savings resulting from the implementation of the change, and
  - c) the adaptation of the Work, Planning and Work Plan, and
  - d) adjustment of the term state or payment conditions.
3. The technical contractor is entitled to a reasonable remuneration of the costs associated with the price offer referred to in paragraph 3, irrespective of whether parties agree on that price offer.
4. The technical contractor is competent to submit proposals for change to the customer if he sees reason to do so and provided that the Work and Results of Work will comply with the Agreement.
5. The customer may refuse to accept or accept the proposals for amendment referred to in paragraph 5, either without giving reasons. In the latter case, the parties shall follow the procedure laid down in this Article.
6. If the procedure relating to the changes is delayed by a circumstance which cannot be attributed to the technical contractor, then this right to extend the extension and/or reimbursement of costs under Article 12 is entitled.
7. The absence of a written contract relating to the change is without prejudice to the technical contractor's claims for payment.

### Article 14 Price and payment

1. In the amounts agreed between the parties and in the amounts set out in these terms and conditions, the sales tax is not understood. The customer shall reimburse the sales tax due by the technical contractor under the Agreement.
2. All prices and rates are based on a normal working week from Monday to Friday. All activities carried out outside normal working hours per calendar day shall be set against the rates and allowances laid down in the Agreement, based on the normal working hours of the technical contractor. All waiting hours or downtime for personnel or equipment of the technical contractor caused by the customer are settled on the basis of the rates laid down in the Agreement.
3. The settlement of changes to wages, social security charges, prices, rents and freight takes place in accordance with the plant technology risk regime, unless something else has been agreed.
4. Parties agree on a payment schedule in instalments. The technical contractor shall be entitled to submit the invoice for the final settlement as soon as the results of the Work have been completed or on the day on which the Agreement was terminated or dissolved pursuant to Article 11. The submission of this invoice does not imply a waiver of entitlement to further claims made by the technical contractor under the Agreement.
5. Payment shall be made without deductions or netting, to the extent that no other agreement has been agreed, within 2 weeks of the date of the invoice in question.
6. The customer is under no circumstances entitled to make payments to his independent auxiliary persons for or on behalf of the technical contractor.

7. A payment primarily deducts all due costs and interest and, finally, deducted from payable invoices that are open the longest, even if the customer mentions that the payment relates to subsequent invoices.
8. The technical contractor can transfer his right to payment in whole or in part (cedars) or in premises.

### Article 15 Failing the customer

1. If the customer does not cooperate in a timely manner or fails to make a payment due in good time, the technical contractor shall be entitled to compensation for interest at the statutory interest rate in accordance with Article 6:119a the Dutch Civil Code from the day on which cooperation should have been granted or the payment should have been made at the latest. In that case, the technical contractor is also authorised to suspend the Work.
2. If the cooperation or payment does not take place within one month of the day on which this appearance should take place, the technical contractor may claim compensation for interest at the statutory interest rate increased by two percent as of the effect the day on which this month expired, without notice by the technical contractor. In that case, the technical contractor shall also have the power to terminate the Agreement under Article 11.
3. If the technical contractor suspects that the customer does not comply with or will not fulfil the obligations that he has, the technical contractor is entitled to require satisfactory security from the customer and on his behalf and risk, such as a bank guarantee. If the customer fails to provide the required security, the technical contractor shall be empowered to suspend the Proceedings or to terminate the Agreement under Article 11.
4. If the customer fails or fails to comply with the obligation to take goods on his own at the agreed place of delivery in good time, the technical contractor is authorised to store these goods on behalf of the customer or at a and to recover it due to him on the proceeds, provided that he has urged the customer to purchase the goods within 5 working days. The technical contractor is authorized to pay the surplus to the customer by netting, including during his suspension or bankruptcy.
5. All the costs actually incurred by the technical contractor to obtain the satisfaction of invoices due, both judicial and out-of-court costs, will be borne by the customer, unless the technical contractor chooses to pay these costs 15% of the amount to be recovered.

### Article 16 Liability and guarantee

1. After the time of completion, the technical contractor shall no longer be liable for defects, unless:
  - a) who are attributable to him, and moreover
  - b) the customer who did not notice any defects prior to delivery, and moreover
  - c) the customer should not reasonably have discovered any defects at the time of delivery.
2. If, pursuant to paragraph 1, the technical contractor is liable, he is only liable to compensate the direct material damage suffered by the customer as a result.
3. Direct property damage does not in any way include: consequential damage, operating damage, loss of production, turnover or loss of profit or depreciation or loss of products, nor as amounts that would be included in the execution costs if the Work from the start would have been carried out properly.
4. Without prejudice to the provisions of this Article, the technical contractor guarantees for his own account the defects for which he is liable to repair or limit or eliminate the damage, during the period referred to in paragraph 10. In the event that the costs of recovery are disproportionate to the customer's interest in recovery rather than compensation and in the event that the installations are not installed in the Netherlands, the customer does not have the right to claim recovery, but is paid compensation by the technical contractor. Parts replaced by the technical contractor become his property.

5. For compensation for damages other than mentioned in this article, the technical contractor is liable only if and to the extent that the customer proves that it is due to the design or fault of the technical contractor.
6. The technical contractor shall be liable in the course of work which is intended to carry out the customer's business only for claims not covered by the insurance(s) referred to in Article 5(1) and in operations relating to products and installations exported by the customer to the US and Canada shall be liable to the technical contractor only for claims not covered by the insurance referred to in Article 5(2), without prejudice to the provisions of this Article.
7. If and to the extent that the customer has assured any risk associated with the contract, he shall be required to claim any damage under that insurance and to safeguard the technical contractor for redress claims of the insurer.
8. The extent of the damage to be reimbursed by the technical contractor shall be limited to the amount of the price laid down in the Agreement or if no price has been determined at the time of the conclusion of the Agreement, as in the case of directing agreements, up to the amount of the presumptive price. In the case of maintenance contracts with a duration of more than one year, the price is set on the total fee for one year.
9. In no case, however, the compensation will exceed the total amount of the excess of the technical contractor's insurance and the distribution made by the insurer up to a maximum of € 1,000,000.00.
10. Any liability of the technical contractor shall expire, to the extent that nothing else has been agreed, by six months from the date on which the Contract has ended by completion, dissolution or termination.
11. The claim for proceedings due to a defect shall not be admissible if the customer has not, in a competent urgency, failed the technical contractor in writing and reasoned after discovering it or reasonably having to discover it.
12. The right of claim under a defect shall expire by one month after the written and reasoned default.
13. The action on the grounds of a defect for which the technical contractor is liable under paragraph 1 shall not be admissible if it is brought, to the extent that nothing else has been agreed, later than six months from the date on which the Agreement is concluded by completion, dissolution or termination has ended.
14. The technical contractor is not liable for compensation for damages caused by the customer or third parties (partly) caused by persons/persons made available as referred to in Article 6(2).
15. The customer shall exempt the technical contractor from all claims made by third parties due to (product) liability due to a lack in a product or installation supplied by the customer to a third party and which consisted in part of goods developed and/or delivered by the technical contractor, except where and to the extent that the customer proves that the damage was caused by those goods and without prejudice to paragraph 7 of this Article.
16. To the extent that this does not already result from the law or agreement, the technical contractor shall in any event not be liable if a technical contractor's shortcoming is due to:
  - a) employment disturbances at third parties or under their own staff;
  - b) lack of aid persons;
  - c) transport difficulties;
  - d) fire and loss of parts to be processed;
  - e) measures taken by any domestic, foreign or international authorities, such as import bans or trade bans;
  - f) violent or armed actions;
  - g) failures in the energy facilities, in communication connections or in equipment or software of the technical contractor or third parties.
17. If a circumstance referred to in this paragraph arises, the technical contractor will take those measures which can reasonably be required of him in order to limit adverse effects on the customer.

18. The customer shall exempt the technical contractor from claims by third parties to compensation for damages, provided that such damage remains on behalf of the customer under these terms and conditions.

### Article 17 Intellectual property

1. The intellectual and industrial property rights on all goods, data and (technical) information supplied to the customer remain with the technical contractor. The technical contractor has the exclusive right to disclose, realise and multiply these goods, data and information and the customer has the exclusive right to use them.
2. The documents issued to the customer by the technical contractor, such as designs, drawings, technical descriptions or specifications, shall be owned by the customer and may be used by him in accordance with the rights arising from the legislation intellectual and industrial property after the customer has fulfilled his financial obligations to the technical contractor.
3. The customer shall not be permitted to repeat the installation completed in accordance with the design of the technical contractor, without the express written consent of the technical contractor and without prejudice to paragraphs 5 and 6. The technical contractor is authorized to attach conditions to that consent, including paying a fee. The goods produced in accordance with the design of the technical contractor shall apply mutatis mutandis to the technical contractor.
4. The customer is only authorised to have the installation realised by a third party, in accordance with the design of the technical contractor, without his intervention and approval, if the Agreement has been dissolved due to a failure which may be given to the technical contractor be allocated. In that case, the technical contractor is not liable for defects insofar as they can be traced back to the construction by or on behalf of the customer.
5. The customer's right of use in relation to the software developed and delivered by the technical contractor is not exclusive. The customer may use this software only in his own company or organization and only for the technical installation for which the right of use has been provided. The right of use may relate to several installations to the extent that it is laid down in the Agreement.
6. The right of use is not transferable. It is forbidden for the customer to make the software and the carriers on which it is laid down available to a third party in any way or to have a third party use. The customer is prohibited from multiplying the software or making copies thereof. The customer will not change the software other than in the context of correcting errors. The source code of the software and the technical information produced in its development shall not be made available to the customer unless otherwise agreed.
7. The technical contractor is entitled to apply for a patent on his behalf and on his behalf for inventions created during and through the implementation of the Agreement.
8. If the technical contractor obtains a patent as referred to in paragraph 7, he shall not grant the customer a right of use in principle not transferable to that finding. In the case of the specific application of that right of use, the customer will ask permission from the technical contractor, which can only be refused permission if the technical contractor can prove conflicting interests with his company.

### Article 18 Applicable law and disputes

1. Dutch law shall apply to the Agreement and to all the resulting agreements.
2. Any dispute between technical contractor and client, to the exclusion of the ordinary court, will be settled by arbitration in accordance with the statutes of the Foundation for Arbitration for Metal and - Trade, established in The Hague, as they are three months before the date of the agreement.
3. By way of derogation from the previous paragraph, the technical contractor shall be competent to have the dispute settled by the (ordinary) judge in the district of the place of establishment of the technical contractor responsible under the Law.

- The customer is obliged to choose domicile in respect of the Agreement in the Netherlands, provided that he is not already established in the Netherlands. In the absence of such a domicile choice, the customer is considered to have chosen domicile in The Hague.

## B. Special provisions relating to maintenance

The provisions of this chapter "Maintenance" shall apply in addition to the General Provisions of these general conditions if an agreement is laid down that the technical contractor will carry out maintenance work during the maintenance period. Realize.

### Article 19 Scope and definitions

- Unless something else has been agreed, maintenance work will only be carried out on installations in the Netherlands.
- The following words in this chapter with capital letters shall be assigned the corresponding meaning:
- Maintenance work: all activities, including the supply of goods, to be carried out by the technical contractor to ensure that the technical condition of the installation and the functions to be performed by the installation during the maintenance period meets the requirements arising from the Agreement.
- Failure: A sudden unexpected interruption in installation performance.

### Article 20 Carrying out the work

- During the maintenance period, the technical contractor endeavours according to the ability to maintain the risk of malfunctioning at an acceptable level with preventive maintenance work and, as far as agreed, with corrective Maintenance work To eliminate Faults.
- The technical contractor is authorised to carry out the maintenance work remotely by means of a connection to the installation established by telecommunications supply.
- After the conclusion of the Agreement, the technical contractor makes a work plan with a schematic overview of the Maintenance Work, the order and time period (week, month, annual planning) in which they will be run.
- The work plan is based on the customer's description of the failure behaviour of the installation, of all tasks, frequencies of execution, materials, tools and any necessary skills, all for the purpose of carrying out the preventive Maintenance work and making the corrective maintenance work manageable.
- The work plan comes into force after approval by the customer. If the work plan fits in with the description referred to in paragraph 4, the customer cannot withhold his approval of the work plan.
- The technical contractor adjusts the work plan annually and, on this basis, estimates all maintenance costs for the year in question. In the interim, the work plan can only be adapted by means of an amendment pursuant to Article 13.
- If agreed, the work plan shall include the date of commencement and completion of planned and intended contracts for the implementation of preventive and/or corrective maintenance work and/or other work.
- The contracts referred to in paragraph 7 shall be provided in writing by the customer at least 1 month in advance on the basis of the work plan. Contracts not included in the work plan shall be provided in writing at least 2 months in advance. Prior to the award of an assignment, the technical contractor issued his price for this.
- In carrying out corrective maintenance work, the customer must provide an assignment in writing in advance. If this is not possible due to circumstances, the contract will be provided retrospectively on the basis of the costs actually incurred by the technical contractor.

- Upon completion of the Maintenance Work, the technical contractor requests the customer to sign the contract for completed. After signature, the Maintenance Work will be completed.
- If expressly agreed, the technical contractor shall ensure that one copy of the technical information is present at all reasonable times at the site or location where the Maintenance Work is carried out. can be consulted and that the 'As Built' situation of the maintenance work carried out has been incorporated therein for a fee laid down in the Agreement.
- If the performance, reliability and maintainability of the installation so require or the rules referred to in Article 3(7) require this, the technical contractor shall inform the customer of measures to be taken. By means of an amendment pursuant to Article 13, the technical contractor may instruct the technical contractor to change the necessary structure or other (project) work separately.
- The technical contractor shall inform the customer in advance of the time when the Maintenance work will be carried out. If the Work is not carried out at the agreed time and is not attributable to the technical contractor, he is entitled to forward extension and/or reimbursement under Article 12.
- If this is expressly agreed, the technical contractor shall ensure that Failures can be reported on a publicly disclosed hotline for 24 hours a day and seven days a week.
- Without prejudice to paragraph 9, the technical contractor shall endeavour to eliminate emergency failures after the customer's order within 24 hours of notification, unless another period has been agreed. The other Faults are fixed where possible in the normal working hours of the technical contractor.
- The technical contractor will carry out the Maintenance Work during the maintenance period laid down in the Agreement, in the absence of which a period of one year applies.
- The maintenance period shall be tacitly extended for the original period unless one of the Parties terminates the Agreement in writing, subject to a notice period of three months before the end of the period in question.
- The Maintenance Work carried out by the technical contractor shall be settled in accordance with the rates, unit prices or fixed prices indexed annually in accordance with the installation technology risk control, unless something else is agreed.
- Payment of the fees shall be made within 2 weeks of the date of the invoice in question.
- Termination of the Contract by the customer pursuant to Article 11(6) requires a written notification. If the entire Agreement is terminated, the customer must observe a notice period of at least 6 months and, if a contract for maintenance work is cancelled, a notice period of at least 1 month.

## Installation technology risk control belonging to ALIB 2007

Settlement of labour costs changes:  $(L2-L1)/L1 \times 100\% = \dots\%$  L1: wage level per date offer L2: wage level per date change Wage level: CBS index collective bargaining wages per hour including special rewards, series construction industry

Netting material prices:  $(M2-M1)/M1 \times 100\% = \dots\%$  M1: price index per date offer M2: price index per date change Price index: the material index established by the Commission Risk - Housing and Utility Construction Scheme