

GENERAL PURCHASE CONDITIONS**of**
PRIVATE COMPANY WITH LIMITED LIABILITY
BAKKER SLIEDRECHT ELECTRO INDUSTRIE BV

Having its registered office and principal place of business in Sliedrecht at Leeghwaterstraat 55-59.
Filed at the Office of the District Court in Dordrecht under number AL 9/2012 dated 04-07-2012.

These General Purchase Conditions, hereinafter referred to as: General Purchase Conditions, which apply to all orders issued by us, irrespective of whether work or the delivery of materials and/or goods or services is (sub)contracted out, including that in the field of supplying personnel, and furthermore to all requests to submit an offer that could lead to us issuing an order. The offers that we receive from you are binding for the term stated in the offer, but in any case for a term of at least three (3) months. The order issued by us will be deemed accepted by you, unless you inform us otherwise in writing within eight (8) days of the date of the order.

1 General

1 Each order will be issued by us under the resolutive condition that the performance of the work to which the order issued to you relates, also referred to in these General Purchase Conditions as "the work", is not assigned to us, or that our client or the management of the work withholds its consent in respect of the order issued to you, in which cases we will mutually relinquish all obligations by operation of the law. If the work proceeds, not wholly, but for a part, the order issued by us will continue to apply to that part only, and the order will be deemed as not having been given for the other part. In this case, the price or the amount contracted for agreed with you will be reduced pro rata to the reduction in your share of work. In the case of full or partial dissolution, you are not entitled to any reimbursement or other refund of costs.

2 Applicability of your General Purchase or Delivery Conditions or other conditions that you apply or declare applicable, are rejected by us, unless and insofar that we have explicitly accepted their applicability in writing.

3 Unless our order only relates to the delivery of materials and/or goods that are not installed by you as part of the work, you must provide on our first request, if insofar as required or applicable, the following:

- valid proof of registration from the administrative authority to which you are affiliated;
- your licence to establish a business;
- an excerpt from your registration in the Commercial Trade Register of the Chamber of Commerce and Industry not older than three (3) months;
- a declaration from the administrative authority involved regarding your payment history as well as a declaration regarding the payment of wages tax, which is not older than three (3) months, and
- a copy of the G-account agreement with the agency where the account is held.

Changes in the documents referred to under a to e must be reported to us immediately. When the term of one of the declarations referred to under c and d lapses, a replacement declaration must be provided immediately.

4 You will not submit any quotations or offers to the commissioner of the work in respect of the work or deliveries that relate to the work. You will not make any arrangements with the commissioning party behind our backs regarding any matter relating to the work. Orders or instructions from the commissioning party will only be performed by you after first obtaining our explicit prior written permission or authorization.

2 Laws; Provisions; Permits

1 You are deemed cognizant of all legal and other provisions and regulations that apply to the performance of our order, including those in the field of safety, working conditions and environment, and you are obliged to take all measures required to comply with such provisions and regulations.

2 All instructions, which are given by us or by or on behalf of the commissioning party, regarding the fulfilment of legal and other provisions and regulations, will be followed by you at all times.

3 For all damages and costs and other disadvantageous consequences, of whatever nature,

that may arise because you neglect to take measures to comply with legal and other provisions and regulations, or if you fail to follow instructions issued by us or the management, both we and our client will be indemnified by you without any reservation.

4 You must ensure that you obtain all private and public permits, exemptions and other rulings in good time, which are required or prescribed for the performance of our order.

3 Information

1 All drawings, designs, models, specifications and other information that are provided to you for the preparation or implementation of our order remain our property.

2 All information that we provide you must be checked by you for correctness and completeness immediately after receiving it; any inaccuracies or incompleteness must be reported by you to us in writing immediately after detecting it. If and insofar as you do not report any inaccuracies or incompleteness in writing to us before the submission of your offer, you will be deemed to have accepted the information provided without reservation, and any consequences of using this incorrect or incomplete information will be borne by you.

3 You may not (allow the) use (of) the information prepared by us for any purpose other than the preparation and implementation of our order.

4 After our order has been implemented, you must return on our first request all information provided to you, including all possible copies and/or photocopies thereof, to us without delay.

5 Regarding all goods and products that you delivered to us, you guarantee us that you will safely keep and issue to us, on our first request, all data and information, which is or could be important for the Technisch Constructie Dossier (Technical Construction File) of these goods and products or for the acquisition and/or maintenance of conformity declarations and/or certificates (incl. CE declaration of conformity) for these goods and products, during the period indicated in the European and national regulations applying to this.

4 Price; Amount contracted for

The price or amount contracted for agreed with you is fixed. Unless otherwise explicitly agreed, the price is in euros. Changes in costs of materials and/or goods or wages or in the taxes payable by you or other costs will not be charged by you, unless otherwise stated in our order. Moreover if no risk regulation applies, you will be obliged to provide us with a statement on our first demand of the wages and costs of materials and/or goods.

5 Delivery of materials and goods

1 The materials and/or goods to be delivered by you must comply with the following:

- the description and/or specifications, which we gave to you;
- the reasonable expectation, which we may have for as far as their properties and/or their quantities and/or their quality and/or their reliability are concerned.

2 Unless otherwise stated in our order, the materials and/or goods must be delivered "Delivery Duty Paid" ("DDP"), as referred to in INCOTERMS 2010, to the (work) location address indicated by us. If no address is given for the (work) location, you must ask us to which address the materials and/or goods and associated documentation must be delivered to in good time before the delivery of the materials and/or goods. All costs associated with the transport including, but not limited to the costs of the insurance and other delivery costs, of whatever nature, are for your account.

3 The delivery times referred to in the order are binding. If this term is exceeded, the supplier is in default by operation of the law. The supplier is obliged under penalty of law to inform Bakker Sliedrecht Electro Industrie BV promptly about the time of

delivery and any possible delay. According to its choice, Bakker Sliedrecht Electro Industrie BV can in the event of default, including partial too late delivery, partially or fully cancel the order. It does this in accordance with the provisions of article: 20

4 The delivery of materials and/or goods must be completed after consulting about the date and time, and always within the agreed delivery period. Delivery and unloading of materials and/or goods outside the normal working times is not possible without our permission. If we are unable to take receipt of materials and/or goods, you will ensure their storage and safekeeping in consultation with us until delivery can occur.

5 The goods ordered for delivery must be packaged properly according to the requirements of transport and the order. If not otherwise indicated, the transport in respect of packaging may be based on road transport by lorry and for storage during minimum 12 calendar months in a dry room. The supplier is liable for all damage arising directly or indirectly from faulty packaging/packing. Barring stipulations to the contrary, all packaging/packing used for delivery becomes the property of Bakker Sliedrecht Electro Industrie BV. In addition, the supplier must collect, at the request of the commissioning party, the packaging and/or packing at its own expense and risk.

6 The ownership of materials and/or goods is immediately transferred to us upon delivery at the (work) location, except in the case of advance payment or payment in instalments, as soon as the first payment has been made. In this case, you must take care of the separate storage of the materials and/or goods to be delivered by you at your own expense until delivery. The risk regarding the materials and/or goods also remains with you until the order issued to you or the work contracted out to you has been completed or delivered. The ownership and the risk of materials and/or goods that are rejected ~~is~~are deemed as not having passed to us in all cases, unless we have explicitly indicated otherwise.

7 Each shipment must be accompanied by a packing list and a consignment note on which the number of our order is stated as well as, insofar as needed, the applicable treatment, processing, connection, operation and maintenance and lifting regulations. For each shipment of chemical and other hazardous substances, you must also provide us with a product information sheet, which includes the regulations regarding the personal safety aids and other provisions to be used in the field of the environment, safety, health and hygiene. This sheet must also indicate which measures must be taken in the event of accidents, fire or other calamities. The packaging of the hazardous substances delivered by you must comply with all the statutory regulations. The prescribed protective aids must be provided to your own staff at your own expense. Unless otherwise stated in our order, all the above-mentioned regulations must be written in the Dutch language.

8 The way in which all delivered materials and/or goods are inspected at the (work) location, is determined by us and/or by or on behalf of our client. We are also authorised to (have) inspect(ed) materials and/or goods during the production process. All information and facilities required for the inspection must be provided to us by you free of charge. All materials and/or goods that are rejected, for whatever reason, must be immediately replaced at your own expense. In this case, we are also authorised to immediately cancel the order issued by virtue of article 20 of these General Purchase Conditions. If materials and/or goods are damaged, repair may also occur instead of replacement, but only with written permission. In the case of approval you are not dismissed from any guarantee obligation or liability.

9 Materials and/or goods that are rejected must be taken away by you at your own expense on our first request, and if you remain in default, we shall have them removed and/or stored, nonetheless at your expense.

10 We are entitled to demand the presentation of a CE declaration of conformity or a certificate of approval or another similar declaration, which shows that the materials and/or goods delivered by you or to be processed by you have been inspected or approved by a general qualified independent body. You guarantee that the materials and/or goods delivered or used in the work comply in terms of composition and properties with all the applicable requirements in the field of the environment, safety, health and hygiene, as proof of which you will hand over at our first request a recognised quality certificate to us. You are liable for all damages that we may suffer because you fail to comply with this obligation, while you will also indemnify both us and our client against all claims from third parties that flow from this failure to fulfil this obligation. The costs associated with a certificate or declaration are for your account. The presentation of a certificate or declaration does not discharge you from your liability nor from any guarantee provided by you.

11 You will immediately inform us in writing of all changes in the composition of the materials and/or goods to be delivered. If this condition is not met, you will be held liable for all damages that may occur on that account.

12 The supplier is obliged to implement, at the written request of Bakker Sliedrecht Electro Industrie BV, all changes regarding the delivery that are technically possible. The supplier is obliged to inform Bakker Sliedrecht Electro Industrie BV of any consequences for the price and/or delivery time within 2 weeks. If the change in the order will result in a new price and/or delivery time, then Bakker Sliedrecht Electro Industrie BV has the right to demand an unchanged or a changed implementation of the order that is acceptable to it. In addition, it retains its right to immediately terminate the purchase agreement pursuant to article 20.

6 Personnel

1 The personnel that you use for the implementation of our order are under your supervision and are your responsibility. Moreover, you will ensure that your personnel are professionally managed in the implementation of the order. You will employ no other personnel for the implementation of the order without first obtaining our prior written permission.

2 In the case of misconduct or the unsuitability of your personnel or in the event of a refusal to comply with provisions or instructions in the field of safety, working conditions, order or environment, we are authorised to prevent the access of or remove the offender(s) to/from the work. In such a case, you are obliged to immediately replace them with replacement staff that do comply with the requirements, without us being obliged to pay any costs flowing from this. Of course, in such a case you are also liable for all damages, which we may suffer as a consequence of this.

3 The work and break times on the building site and the public or locally recognised holidays as well as other holidays or other collective days off that are prescribed by the government or in a collective employment agreement to which we are bound, will also be observed by you. We are not liable for extra costs that may arise for you on that account.

4 You will notify us forthwith of all accidents on the building site in which your staff are involved.

5 We are not liable if your order cannot be implemented as a result of a strike or other form of labour unrest among your staff or a third party.

6 We are authorised to demand that staff found on the building site can identify themselves by presenting valid and legally recognised proof of identity. Your staff are prohibited from placing motor vehicles on the building site.

7 Your order may not be suspended by you without first obtaining prior written permission from us.

8 All wages and other obligations in respect of your staff will be properly fulfilled by you just like your obligation to deduct payroll tax and social insurance and pension contributions. We will recover from you all wage or other payments that we must make to your staff or a subcontractor by virtue of an applicable collective employment agreement. You must pay the statutory interest over these amounts.

9 Unless otherwise indicated in the Additional Provisions that form a part of our order, your staff must work on the building site in compliance with a safety management system, which is certified as laid down in

the *Veiligheids Checklist Aannemers* (Contractors' Safety Checklist).

10 Each week, you must provide us with a list of the names and national insurance numbers of the staff, who are employed by you in the implementation of your share of the work, as well as a record of the number of hours worked by each of these staff members.

11 Unless otherwise agreed, you are prohibited from directly or indirectly employing our staff members, or otherwise have them perform work for you or from approaching these staff members for a function elsewhere.

7 Equipment

1 Unless otherwise stated in our order, you must provide all the tools, personal protective aids and other material required for the work.

2 You are obliged to show, to our satisfaction, that all your tools and other equipment are in a good state of maintenance and that they satisfy all the applicable safety requirements. For this purpose, test certificates or similar documents must be available for inspection on the building site or it must be possible to immediately present them on demand. The use of tools or other equipment that does not comply with all the requirements is forbidden. In such a case, you must provide a replacement at your own expense. In addition, you will be liable for all damages or costs, of whatever nature, which are the consequence of the use of tools or other equipment that does not comply with the requirements.

3 We are not obliged to safeguard or insure your tools, equipment or other property or that of your staff, and we accept no liability for damage or loss.

4 The horizontal and vertical transport required for the performance of our order must be carried out at your own expense and risk, unless otherwise stated in our order.

5 The equipment that is provided by us to you remains at all times our property, and we will acquire ownership of equipment that is purchased or made by you for our account as soon as it is ready or is received by you. This equipment must be marked with markings that show that it belongs to us. You must point out our rights to third parties that want to recover costs by seizing equipment that belongs to us. We will be immediately informed of such claims. With the exception of with our explicit written prior permission, you are not allowed to remove equipment that belongs to us from the building site or use it or have it used by another party other than for the implementation of our order.

6 Equipment that belongs to us must be checked by you upon receipt, and you must immediately inform us of any defects. In the absence of such a notification, the equipment will be deemed to have been received by you in a good state. All our equipment must be used and maintained by you in compliance with the requirements of good craftsmanship. For as long as equipment that belongs to us is in your keeping, you will bear the risk of damage or loss. You must insure against this risk at your own expense. You must be able to provide us with sound evidence of insurance on our first request. You must immediately inform us in writing of any incidence of damage or loss.

7 After the performance of our order, you must immediately return all the equipment that belongs to us in a good state, unless we have given you written permission to destroy them after use. In the case of return, we have the right to re-examine and, if necessary, repair the equipment at your expense, such subject to the standards applied by us.

8 Implementation

1 In the case of (sub)contracting, the progress of your work will be recorded by you at our instruction in reports, which will be presented by you to us on a weekly basis for signing.

2 A functionary must be present at the site of the work, who has been authorised by you, to in all events represent you in the implementation of our order. At the start and end of the work, he must report on behalf of the team to the general foreman or assembly manager on the work site. Moreover, you will ensure that the building, work and other meetings are attended by a functionary appointed by you.

3 The electrical power that you need to perform your share of the work will be provided by us, unless and insofar as the amount of power available for you on the building site is exceeded. We are never liable for

the consequences of disruptions in the power supply or power cuts on the work site.

4 You are not allowed to install your own canteen, storage, toilet or other rooms on the building site without our prior written permission. You may use the telephone(s) and/or fax line(s) on the building site on payment of all the costs associated with them.

5 The building site may not be fouled by your actions or those of your staff. Unwanted packaging material and other building waste must be removed by you from the work site or the project subject to the instructions issued by the general foreman or assembly manager on the site. If containers are made available for the sorted collection of waste, you may not deposit unsorted waste in these containers, and it we do not provide any waste containers, you must ensure that your unwanted packaging materials and other building waste is removed by you at your own expense. In all cases in which you do not give your waste to a collector, but have it sent/send it without the intervention of a collector with your own transport to a waste treatment plant or processor, you will comply with all the reporting and registration obligations that you must follow by virtue of the applicable provincial environmental by-laws. No hazardous and/or chemical waste whatsoever may be disposed of in the containers intended for the collection of waste. Hazardous chemical waste must always be taken away from the work site by you at your own expense subject to all the applicable statutory provisions. All costs arising from a breach of these provisions, including fines that are imposed on us, are for your account, and if they are paid by us, these costs must be reimbursed by you at our first request. Each space in which you perform work must be returned to us clean and tidy after you have finished performing your work.

6 All instructions that are issued to you regarding the implementation of our order, must be followed without any reservation. This also concerns instructions in the field of the location and method of unloading and storage of equipment, auxiliary tools and materials.

7 Cutting, crushing, grinding, milling, sawing, welding and/or drilling is not permitted without permission.

8 If making drawings or calculations is included in our order, the implementation of your order may not be started until the drawings and calculations have been approved.

9 The safety and health plan that will be drafted for the work by virtue of the Working Conditions Decree, will be observed by you without any reservation, and you will, without claiming any additional payment, be obliged to follow all instructions that you may be given by the coordinator who is charged with supervising the fulfilment of the plan.

9 Subcontracting work out

1 You may not subcontract out a part or all of the order that we have given you to a third party, and neither may you use hired workers, unless this is done with our prior written permission.

2 You will remain at all times fully responsible for the work or deliveries that you have performed by a third party with our permission.

3 If it occurs that you are unable to fulfil your payment obligations to a third party who you allow to fully or partially perform the order issued by us to you, we are entitled to pay the payments payable to you directly to the third party concerned. In such a case, we may settle all payments that we do on your behalf against all payments that we owe or may owe you.

4 These General Conditions must be declared by you to apply mutatis mutandis in agreements with third parties, which you instruct to perform, with our permission, the order issued by us or a part of it or from whom you hire workers,

10 Additional or less work

1 If in your opinion additional or less work is performed, you must inform us immediately in writing stating the consequences for time and money. Its implementation may not start before an additional written order is issued, unless, under the direction of the project or operations manager on the work site, the implementation of the additional or less work causes no delay.

2 A single change in a time, work or construction schedule gives no right to settlement for additional work.

3 Settlement of additional or less work only occurs after it has been approved. Work connected with the work that is performed by you outside of our order but which was assigned to you without our involvement by the commissioning party of the work is for your account and risk.

11 Start; Duration; Completion/Delivery

1 The completion/delivery date stated in our order is binding, on the understanding that we have the right to extend this completion/delivery term at any time to a later date yet to be named. Where necessary, we will indicate when you may start our order, unless the time of commencement is stated in the order. You must implement our order with such energy, in accordance with the schedule indicated by us and in consultation with the general foreman on the work site, that no stagnation occurs in the progress of the work, and to this end you must, in particular, at all times employ adequately skilled personnel.

2 When starting our order at the time indicated is not possible, we are not liable for the consequences of such a delay, irrespective of the cause, and neither for that of an interim alteration in the time, work or construction schedule or other delays in the progress of the work. In no case do you have a right to terminate our order for these reasons.

3 The consequences of days not worked because of unsuitable weather remain for your account.

4 We must be immediately informed of each (threatening) stagnation in the progress of the implementation of our order or of each (threatening) exceeding of the time at which our order must be performed. If such a stagnation or exceeding is the consequence of a circumstance that can be attributed to you, you are in default by operation of the law, and we are entitled to either set a new term in which you must fulfil your obligations or withdraw the order issued as laid down in article 20 of these General Conditions. In the first case we can demand that you deploy extra staff or you have workers on the building site perform overtime work, without any right to additional payment, to limit stagnation or exceeding the time as much as possible.

5 If stagnation in the progress of the work or delay in the implementation of the work is the consequence of a circumstance that is attributable to you, we will be entitled to recover all damages that we or others may suffer as a result. These damages include the discounts or penalties described in the work tender documents that may be imposed on us by or on account of our client.

6 Insofar as this has not yet occurred, you must supply us with maintenance and operating instructions as well as the as-built drawings no later than the completion of the work. Installations must be ready-to-use upon delivery and they must be delivered fully tuned and operational. This also applies mutatis mutandis to repaired and/or replaced installations, as referred to in article 13 paragraph 3 of these General Purchase Conditions.

12 Testing

1 We have the right to test or have tested the goods delivered or the work performed by you. You are obliged to provide all the information and facilities required for this testing free of charge.

2 You will immediately repair, at your own expense, any defects, which have resulted in rejection, after receiving a rejection notification. If repair is in our opinion not possible or wise, you will provide a replacement, one thing and another without prejudicing our right to partially or fully terminate the order, in accordance with article 20 of these General Purchase Conditions.

3 Furthermore, you must remove the goods and materials, which are rejected, at our first request and at your own expense. For as long as this is not done, these goods will be stored by or on behalf of us at your expense and risk.

4 Approval of that delivered does not discharge you from your guarantee obligations and other obligations flowing from your order and/or these General Purchase Conditions.

13 Guarantees

1 You guarantee us and, on our first request, also our client that the order issued will be performed by you according to the requirements of proper and sound work in accordance with the provisions of our order and that of the applicable tender documents, and in addition in accordance with all other applicable

requirements, standards and provisions. All materials and/or goods to be delivered or worked by you are new and will, furthermore, be of a good quality and free of design, manufacturing, assembly or material faults, and they must in all aspects correspond with the samples supplied to us and they must be suitable for the use for which they were intended in accordance with the requirements that are stipulated in the applicable statutory, contractual and/or other provisions (incl. the Building Materials Decree).

2 If our order or the applicable tender documents do not state any other term and/or start date, a guarantee term of twelve (12) months after delivery of the (entire) works or project of our client, of which the materials, goods and/or services delivered by you, or the work performed by you forms a part.

3 All defects detected by us must be repaired by you on our first request at your own expense. Instead of repair, we may also demand replacement. If you fail to fulfil your obligations in this regard, we are authorised to have it repaired or replaced by a third party at your expense without any further warning being required. In the case of repair or replacement, the applicable guarantee term applies from scratch for the full term thereof and it will not commence any earlier than after repair or replacement has occurred.

4 The guarantee certificates required by virtue of our order and tender documents must be handed to us with the delivery at the work site if it concerns materials and/or goods that do not need to be installed by you in the works. In the case of subcontracting, drafts of the guarantee certificates to be handed over by you must be presented to us for evaluation and approval no later than the start of your work. We will have the right to suspend each payment of (instalments of) the price or the amount contracted for agreed with you and everything which we owe you of whatever nature until you have fulfilled your obligations in this regard.

5 The supplier guarantees that parts of the delivery and the requisites for maintenance required to maintain the delivery in a good state, during a period of 10 years, will be made available by the supplier for purchase by the client or that the client will be able to acquire them at market-conform prices.

14 Liability; Insurance

1 We have a claim to compensation of all damage, of whatever nature, including, but not limited to trading loss and/or loss of profits, which are the consequence of defects in the materials and/or goods delivered by you or work performed by you or of any other shortcoming that can be attributed to you.

2 Furthermore, you are liable for all damage resulting from the mistakes of your staff or other persons whom you use for the implementation of our order. You will indemnify us against all claims from third parties instituted against us, including those instituted by the commissioning party of the work.

3 You must take out good insurance at your expense that covers your statutory and contractual liabilities for damage, which may arise during or in relation to the implementation of our order. On our first request, you will present the policy and policy conditions or an original or a copy of the insurance certificate to us for our inspection. In the case that you are where appropriate co-insured under one of our insurance agreements or under that of the commissioning party of the work, you are in that case only solely insured for damage to the materials and/or goods intended for the implementation of your order at any rate for damage to goods that you have in manufacture for the implementation of your share of the work. In situation of co-insurance described above, you are only covered as the occasion arises if and insofar as you are not insured or would have been if the cover of one of our insurance contracts or that of the commissioning party of the work had not existed, one thing and another subject to overruling that which was determined for the purpose of this document in the applicable tender documents or otherwise agreed with the commissioning party. The cover under one of our insurance contracts or that of the commissioning party never covers the risk of damage or loss of tools or other equipment belonging to you, and neither that of damage or loss of property belonging to your staff. The excess remains at all times or is made accountable to you in the case of co-insurance.

15 Industrial and intellectual property

You guarantee that the use of the materials and/or goods delivered or installed by you do not breach any industrial or intellectual property rights of a third party, and you indemnify us against all claims that are instituted in regard to such a breach.

16 Invoicing

1 All invoices must comply with the requirements of article 35 of the Turnover Tax Act 1968 or those of any other replacement statutory regulation. At least the following information must be stated on the invoice:

- your name, address and town/city;
 - an account or description of the service, goods or work;
 - the order number;
 - the project number to which the invoice relates;
 - if applicable, the amount of VAT payable stating the VAT number;
- and in cases where the work is (sub)contracted out:
- your registration number in the Trade Register of the Chamber of Commerce;
 - if applicable, the amount that must be deposited on your G-account by virtue of our order as well as the number of the account and the name of the establishment where the account is held;
 - if applicable, the statement: VAT deferred.

2 In the case of (sub)contracting each invoice must be accompanied by man-hour statements appended in duplicate with the name, address, place of residence, date of birth, registration number and national insurance number of the workers who are employed from week to week for the implementation of the work to which the invoice relates as well as a specification of the number of hours worked by each of them and also a work, order or production form that is signed by the operations manager and the general foreman on the work site. An invoice will be deemed as having not been sent if it does not include a form.

3 In the case of a delivery of materials and/or goods, you must give us, on our first request, proof of receipt of the delivered materials and/or goods signed by or on behalf of us.

4 Each invoice must be drafted cumulatively, i.e. the invoice must state the total amount for the work performed up until the date of the invoice. Earlier submitted invoice amounts will be deducted from this amount. A separate invoice must be submitted for the additional and less work (contract variations) balance.

5 Invoices that do not comply with all the requirements stipulated in these General Purchase Conditions will not be handled until you have provided the missing information.

6 Your invoices, which are sent by you to us, after six (6) months calculated from the date of delivery of the materials and/or goods or completion will not be accepted by us. Your right to the payment of these invoices lapses.

17 Payment

1 Payment may first occur, if and insofar as the goods delivered by you and/or the work performed by you are approved by us and by our client and you have also fulfilled all your other obligations flowing from your order and these General Conditions. Unless otherwise agreed, payment will be made now for then within 60 days after receipt of your invoice and delivery of the goods.

2 If (sub)contracting occurs or if you have provided us with labour, we will at all times have the right to pay an amount for social insurance premiums, wages tax and VAT, which we are liable to pay for the work assigned to you in accordance with the law, by depositing it in your G-account or by paying it, on your account, to an authorised recipient of the Tax Office or to the implementing agency concerned. The amounts paid in this way have the effect of reducing the price or amount contracted for agreed with you, and in so far as full discharge. For the depositing on your G-account you are obliged to observe the additional regulations described in article 16b, paragraph 8 of the Social Security Coordination Act that are laid down in the *Uitvoeringsregeling ketenaansprakelijkheidpremie werknemersverzekeringen* (Employed Persons Insurance Schemes Chain Liability Premium Implementing Regulation). The money that we have deposited on your G-account may only be used by you to make payments to the authorised recipient of the Tax Office or to the implementing agency concerned or to make payments to the G-account of a subcontractor to whom you have assigned (a part of) your share of the work. For as long as we still run the risk of being held liable for the payment of social insurance premiums, wages tax or VAT owed by you, for which we are liable in connection with the work assigned to you by virtue of the law, we are authorised to suspend any payment that we may still owe you for whatever reason.

3 From your side, you declare without any reservation that you relinquish your retention right or any other statutory right to suspend performance.

4 We have the right to deduct any amounts that we owe you from everything that we are, for whatever reason, owed by you or are to receive from you, even if such a debt is not yet due and payable. In addition, you accept that all other companies and legal persons who, as part of the same group, are jointly and severally entitled as co-creditor to everything that we are owed by you, so that everything that we owe you can also be settled against the amounts that you owe the other companies or legal persons.

5 You can only claim periodic or advance payments, if this is explicitly stipulated in our order. All payments will be deemed as an advance on the final settlement.

6 Credit limitation surcharges will not be charged.

18 Assignment and pledging prohibition

You are prohibited from pledging or disposing of claims under any title that you have against us or acquire from us without written permission.

19 Security

We have the right to demand that you provide, to our satisfaction, security for the fulfilment of your obligations flowing from our order.

20 Dissolution

1 In the case of a failure to fulfil your obligations flowing from the order issued by us, we will have the right to fully or partially cancel the order issued to you without any prior warning or notice of default being required by sending a single written statement to you.

2 In the case of cancellation, we shall claim compensation for all damage, of whatever nature, which we may suffer on that account. The damage will include the extra charge that we must pay to have the order issued to you performed or completed by a third party. The damages to be paid by you will be at least determined as the amount that corresponds with ten (10) percent of the price or amount contracted for agreed with you. If the actual damage that we suffer is higher, we will have the right to claim compensation for the actual damage. We will be entitled to deduct the compensation that we can claim for damage suffered by us from payments that we may owe you. All payment obligations that may lie with us will be suspended until the amount that we can claim from you as a result of the cancellation has been determined.

3 We are never obliged to pay you any payment or compensation, as a result of the cancellation of the order issued to you.

4 In the case of cancellation of our order, you are obliged to take back the materials and/or goods, which were delivered by you, which we can no longer use as a result of the cancellation, as quickly as possible, but in any case within a month after cancellation subject to the refund of all payments that you may have already received.

5 The provisions of this article apply mutatis mutandis, if you file your own petition for suspension of payments or bankruptcy, or your bankruptcy is petitioned by a third party, your petition for suspension of payments is granted or you are declared bankrupt or you cease trading, liquidate or transfer your business to a third party, and exclusively that of the first and third paragraph also if the work is terminated in an incomplete state or our agreement with the commissioning party of the work is for whatever reason dissolved.

21 Confidentiality

You will observe strict confidentiality in respect of all information and knowledge regarding your order or project or our company, of which you have taken cognizance for the purpose of the order issued to you.

22 Applicable law; Disputes

1 Dutch law applies to the order issued to you. If any provision of our order or these General Conditions conflict with imperative law, the provision is non-binding, but the other provisions remain in full force.

2 All disputes that arise with reference to the order issued to you or to any additional order, will be settled by arbitration pursuant to the statutes of the *Raad van Arbitrage voor de Metaalnijverheid en Handel* (Board of Arbitration for the Engineering Industry and Trade), unless the applicable tender documents describe other arbitration rules. In this case, these rules also apply to disputes that may occur between you and us. We are nonetheless at all times entitled to present a dispute,

of which by virtue of the law the cantonal sector of the competent District Court takes cognizance, for arbitration to the competent cantonal sector, while we can also appeal as the occasion arises to the president of the competent District Court in order to obtain a provisional relief in interim injunction proceedings or leave to attach property before judgement.

3 If and insofar as you are located outside of the Netherlands, we can (with your exclusion) at all times submit, without prejudice to the above, disputes with you for arbitration to the then competent foreign court.

4 If we win any dispute, you will be obliged to pay all judicial and extrajudicial costs, including the costs of legal assistance, also insofar as it concerns costs that may not be awarded by the court.

These General Conditions were filed at The District Court in Dordrecht under number AL 9/2012 dated 04-07-2012.