

## **GENERAL CONDITIONS OF REGTVOORT B.V.**

LODGED WITH THE CHAMBER OF COMMERCE IN THE HAGUE UNDER NUMBER 29048435

### **Article 1: Applicability**

- 1.1. These General Terms & Conditions are applicable to every offer, order, agreement and action made by Handelsonderneming Regtvoort B.V., hereinafter “**The Company**”.
- 1.2. If and insofar one or more conditions of these general terms are considered to be fully or partially invalid or non-admissible, the remainder shall remain in full force, albeit that the parties are obliged to agree upon additional provisions, the economic effect of which approaches the nullified or void provisions as closely as possible.
- 1.3. These general terms and conditions form part of every agreement in which the Company is involved as contracting party.
- 1.4. Changes on these general terms & conditions shall only be valid if they are agreed upon in a written agreement which is signed by duly authorized representatives of both parties prior to the execution of the agreement.
- 1.5. Every execution of the agreement, among which the payment of a retainer invoice, shall be considered as an explicit acceptance of these general terms & conditions by the buyer.

### **Article 2: Price indications and offers**

- 2.1. All our offers - among which price indications, brochures and pricelists – are not binding unless such as been agreed upon explicitly in writing.
- 2.2. Unless it is agreed upon otherwise, all prices shall be considered to be Ex Works (Incoterms 2000).
- 2.3. All prices in the offers made by the company as mentioned in article 2.1. shall only apply to those offers and can be refused until the moment the agreement is concluded .
- 2.4. The price does not comprise the costs of transport, assembly, import rights and taxes of whatever nature. These costs shall be borne by the buyer, unless it is agreed upon otherwise explicitly in writing.
- 2.5. After the conclusion of the agreement the prices can be increased because of external factors, like the consequences of whatever government measure, including measures taken within European Union, including an increase of taxes, import rights, exchange change rates, raw materials, transport costs, wages and/or social benefits and social taxes or other charges, without the buyer being entitled to rescission of the agreement.
- 2.6. All information that has been supplied by or on behalf of The Company with respect to the quality, composition, treatment in the broadest sense of the word, applicability, characteristics, etcetera of the goods, shall be considered to be indicative only and The Company shall not be liable, unless this information was given in writing and explicitly in the form of a guarantee.

### **Article 3: Acceptance**

- 3.1. An agreement is only concluded after written acceptance by The Company within 8 days after the order was given or upon execution by The Company of the order.
- 3.2. If the acceptance of the order deviates from the offer by The Company, the acceptance shall be considered as a rejection of the original offer, even if the acceptance only deviates from the offer on a minor point.

#### **Article 4: Time and place of delivery**

- 4.1. Delivery shall take place Ex Works (Incoterms 2000), unless it is explicitly agreed upon otherwise in writing.
- 4.2. From the moment of shipment or, if this is earlier, from the moment the goods are made available to the buyer, all goods and materials shall be for the buyers risk. Even if it is agreed upon that delivery shall take place elsewhere on costs of the Company the delivery shall be considered to have taken place ex works and the risks for damages of the goods during transportation shall be borne by the buyer. He shall be obliged to insure himself for those risks. The documents shall be accepted by the buyer, whether or not the transport means and cargo have been completely or partially lost.
- 4.3. The delivery times are given by approximation and shall never be considered as a fatal term. If the term is not met, the buyer is not entitled to compensation of damages, even if The Company has been given a notice of default.
- 4.4. The Company is entitled to let deliveries take place in parts. In that case The Company is entitled to invoice every partial delivery.
- 4.5. If the buyer fails to take the goods within 8 days, the Company is entitled at its choice to either stock the goods at costs and for risk of the buyer, whereas the entire purchase price is due at once, or any time after the buyer is given notice of default to completely or partially rescind the agreement without legal intervention, notwithstanding the entitlement of The Company to full compensation of damages.

#### **Special provision for the delivery and built up of goods**

- 4.6. The buyer or a third party appointed by him is considered the principal and shall wear the legal responsibilities thereof.
- 4.7. **Placement:** if the parties have explicitly agreed in writing that the Company shall built the goods, the Company shall built the goods and deliver them in ready state. This shall take place for risk of the buyer. If the agreement does not foresee in placement, placement shall not be a responsibility of the Company and the Company shall not place the goods.
- 4.8. **Risk for placement and use:** The Company is in no case liable for accidents or damages, of whatever nature, during the built up of the goods. The Company retains the right to sees the construction activities due to weather conditions or safety conditions. The Company exclusively accesses if such weather or safety conditions occur. Specific safety trainings or safety certificates are not included.
- 4.9. **Presence at the site:** the buyer must be present at the site during the built up to point out the correct location of the built up and is fully and completely liable for mistakes. If the buyer and it's subordinates are not present during the arrival of the cargo trucks, the Company shall invoice the waiting time at € 50.-- per hour per company employee present.
- 4.10. **Nature and obstacles at the site:** the site must be well reachable for heavy traffic in any weather conditions by road. Possible tracks and renovation of the site shall be the buyers responsibility. The buyer shall indemnify the Company for possible damages. During the build-up the site must be completely empty. In a radius of 10 meters around the build-up site no cars can be parked and no obstacles can be found. The costs for removing the obstacles (trees, fences, etcetera) shall be borne by the buyer. During the build-up, the access to the building site, is forbidden for all unauthorized people. The buyer shall see to it that the site has ample room for storage of materials necessary for the Company and make sure that the site can be accessed with a fork-lift truck and that the site guarded.
- 4.11. **Subterranean pipes:** the buyer is obliged to supply all information plans with respect to subterranean pipes, of whatever nature, prior to commencement of the work to the Company, failure of which shall lead to fully liability of the buyer. On its own accord,

the buyer is obliged to mark the locations of these pipes on the site. If the Company does not receive any information from the buyer (or its subordinates), the Company is entitled to not take into account the presence of subterranean pipes or works. The Company can not in any way be held liable for possible damages, including consequential damages.

- 4.12. **Public regulations/permits:** the buyer is obliged to comply with public regulations and permits and to make sure that the necessary formalities have been met. The buyer is also obliged to obtain every permit necessary for the duties to be performed and shall indemnify the Company for possible damages resulting thereof.

## **Article 5: Payment Conditions**

- 5.1. Unless it is explicitly agreed upon otherwise, payment of the purchase price has to take place at the companies address and is due within 8 days after the date of the invoice, at the delivery of the goods or immediately after performance of the surface. Payment has to take place in euro's or any other free exchangeable currency, at the currency rate that applies at the date from which payment is received, if it is agreed upon the payment can take place in another currency.
- 5.2. If the amount of the invoice which is due has not been paid fully, the buyer shall be in default by the laps of the term of payment, without a notice being necessary.
- 5.3. The buyer is not entitled to any discount, compensation or set-off.
- 5.4. The Company is entitled to ask for an advance payment or security for the purchase price by means of a bank guarantee, an irrevocable letter of credit or any similar document, a transfer of the claim or otherwise. If the buyer does not supply such security at first request, the buyer shall be considered to be in default, both with respect to payment of the purchase price and with the acceptance of the goods. The Company shall than be entitled to (partially) rescind the agreement or to suspend the agreement without the necessity for a court order, notwithstanding the Company's rights to claim for full compensation of damages.
- 5.5. In case of default the buyer is due the following costs:
- legal commercial interest of 2 percent;
  - the extra judicial costs, fixed at 15% of the purchase price;
  - the actual (legal) costs made by the Company;
  - all damages which the Company suffers due to changes in the exchange rate if the purchase prices is not set in euro's.

## **Article 6.1: Liability; Guarantee**

- 6.1.1. The Company shall not be liable for any loss, costs and/or damages due to a delay or non-performance of its obligations, if this is cost by circumstances which are reasonably outside of the Company's power or influence, among which but limited to war, situations similar to war, riots, public disturbance, earthquakes, storms, floods, fire or any other natural disaster, accidents, blockades, the absence of transport means, strike and/or other forms of work or production interruption, full or partial non-performance side third parties from whom goods or services are to be received, lack of raw materials, lack of production capacity, boycotts, actual limitations from governments (whether or not valid), the absence of permits for import or export. If such an occurrence occurs, the Company will notify the buyer in writing and will be entitled to suspended its obligations or to rescind the agreement.
- 6.1.2. The Company shall never be liable for consequential damages (including loss of profit or loss of opportunities) or any other damage due to a faulty delivery.
- 6.1.3. The total liability of the Company with respect to a certain order shall be limited to the net amount invoiced for that order, or to the amount covered by the liability insurance policy.

- 6.1.4. In all cases in which the Company is entitled to rely on these provisions, also the employees of the Company are entitled to rely on these provisions if they are held liable.
- 6.1.5. If and in so far the Company would be liable under these provisions, the buyer shall indemnify the Company from any and all claims, actions, costs, loss and damages which a come into existence or are related to the good delivered.
- 6.1.6. The Company is not liable for direct or indirect damages as a result of faulty use of the product and/or faulty installation of the product.
- 6.1.7. The Company and its employees are not liable for damages which arise during (the assistance of) loading, building and delivery of (tent)materials on site, other than the Company's residence.
- 6.1.8. In all cases situation in which the goods/tents/alu-halls or semi-permanent solutions are wind and water tight, cannot be compared with permanent building.
- 6.1.9. The Company shall issue no other warranties than the warranties given in writing.
- 6.1.10. Unless it is explicitly declared in writing, the Company shall not guarantee any use or capacity of the goods delivered and/or the fitness of the goods for the purposes of the buyer.
- 6.1.11. Insofar the Company is depending on cooperation, surfaces or deliveries by third parties or by the buyer, the Company cannot be held liable for any damages presuming to the relation with these third parties or the buyers or the rescission thereof, even if the damages occur or are visible during the relationship with the Company.
- 6.1.12. The goods/tents that are sold by the Company are not fit for snow, unless it is explicitly agreed upon otherwise in writing. Any liability due to snow damage is explicitly excluded.

#### **Article 6.2: Supervision in building – limitation of liability**

If the Company guarantees supervision for the build-up and that build-up is being performed by the buyer or employees or third parties instructed by the buyer, the Company shall not bear any liability for the duties performed by either the buyer, or its employees or third parties, nor for any damages pursuant to a fault by the employees or third parties instructed by the buyer, including situations of intent or grave negligence. The employees or third parties instructed by the buyer shall work under the buyer's responsibility.

#### **Article 6.3: Permanence – Limitation of liability**

The buyer is not allowed to instruct the employees or third parties employed by the Company. If the buyer – contrary to this prohibition – instructs the employees of third parties, the Company is never liable for the consequences due to the execution of these instructions.

#### **Article 6.4: Indemnification**

The buyer indemnifies the Company from any and all claims from third parties pursuant to acts during the build-up/build-down and/or use of the goods. The buyer shall be amply insured and shall apply prove to the Company at the Companies first request.

#### **Article 6.5: Conformity; Complaints**

- 6.5.1. The buyer shall inspect the goods immediately at delivery and check the state in which the goods are delivered, among other things by taking examples of each batch and having their essential characteristics analysed.

- 6.5.2. Complaints with respect to the state of the goods for the services performed by the Company within due time, but at the latest within 10 days from delivery, in writing. If complaints do not meet this requirements, the Company is no longer liable for defaults in the goods. This term commences at the actual delivery of the goods or the moment of performance of the service. The state of the goods at shipment shall be deciding. If the buyer files a complaint, the buyer shall enable the Company to sample the goods.
- 6.5.3. If the Company (partially) accepts a complaint, the Company can rescind the agreement (without court intervention or without further compensation of damages) or to replace the goods (without further costs) or allow a reasonable deduction of the purchase price, resulting in the buyer keeping the goods.
- 6.5.4. The buyer has to be present at the delivery and to check the deliver goods as mentioned in article 6.5.1. Every person signing in name of the buyer, shall be considered to be duly authorised to sign. If the buyer is not present at the delivery, he is considered to have accepted the delivery as notified by the Company.
- 6.5.5. Any default that were not visible, have to be notified to the Company immediately after discovery and in writing.
- 6.5.6. Complains have to be clear and specified and do not suspend the payment obligations of the buyer.

#### **Article 7: Retention of title**

- 7.1. The goods delivered shall remain the Companies property until the buyer has fulfilled all his outstanding obligations to the Company, including the performance of duties under the agreements and all claims for a default including collection costs and interest.
- 7.2. The buyer is not entitled to transfer the goods in ownership, other than in its normal company trade or to pledge the goods or otherwise securitise the goods to third parties. The buyer shall stock the goods separately from other goods en shall maintain all markings.
- 7.3. If the buyer is in default with respect to the fulfilment of any obligation towards the Company or if the buyer becomes insolvent, in liquidation or arranges a scheme of arrangement with its creditors or takes any steps to realize such scheme of arrangements or seizes to do business for 30 consecutive days, the Company is entitled without notice of default and without court intervention to reclaim the goods. The buyer is obliged in that case to give the Company full access to its premises.
- 7.4. Notwithstanding the above, the buyer is obliged to comply with national and international legislation with respect to goods and the package thereof.
- 7.5. The buyer is obliged to pledge the goods to the Company at the Company's first request for all existing and future claims of the Company on the buyer, including collection costs and interest. If the buyer does not fulfil this request, all outstanding claims shall be due at once and the Company is entitled to rescind the agreements notwithstanding the Companies entitlement to compensation of damages.

#### **Article 8: Suppliers default**

- 8.1. The Company shall be discharged of its obligations and warranties under the agreement with the buyer, if and in so far the Company is not or not in due time, not completely or under other conditions being supplied by its own supplier presumed to a suppliers agreement with respect to the goods in question, without this being due to the company provided that the company has notified this to the buyer in due time.
- 8.2. If the non-fulfilment of the supply agreement by the supplier is not of temporary nature, the Company is entitled to rescind the agreement without further liability to the buyer. If the non-fulfilment by the supplier is of temporary nature, the Company is

entitled to suspend its obligations under the agreement.

- 8.3. The Company is obliged that the buyers first request to supply proof of the existence of the corresponding contract and to transfer the rights under that agreement to the buyer, if and in so far the Company has relied on section 1 of this article.

#### **Article 9: Guarantees**

The Company does not supply any guarantee with respect to the (life expectancy of) the goods other than guarantees supplied by the supplier with respect to (life expectancy) of the goods.

#### **Article 10: Rescission**

If the buyer does not, not in due time or not in good nature fulfil its obligations, and the in case of insolvency, suspension of payments or seizure or liquidation of the buyers company, the company shall be immediately in default and the Company is entitled to fully or partially rescind the agreement through a written notice to the buyer and / or to fully or partially suspend its obligations (without being due and in compensation of damages), notwithstanding the entitlement of the Company to compensation of damages. In that case all the claims of the Company on the buyer shall be due at once.

#### **Article 11: Applicable law and disputes**

- 11.1. To all our offers, orders and agreements Dutch law is exclusively applicable, excluding the application of the Vienna Convention on the International Sales of Goods.
- 11.2. The District Court of The Hague shall have exclusive jurisdiction. The Company shall not be obliged to give any surety at advance for costs on the buyer's side if the Company files for legal procedures.