

Contimeta B.V.
GENERAL TERMS AND CONDITIONS

These General Terms and Conditions were deposited at the Chamber of Commerce in Utrecht under number 30010609 on 23 April 2009.

A. GENERAL

1. Definitions

In these General Terms and Conditions the following terms are used with the following meaning:

Contimeta B.V., having its registered office in Utrecht and having its place of business at the Savannahweg 15 in Utrecht.

Client: each and every natural or legal person to whom Contimeta addresses an offer or with whom Contimeta concludes an agreement for the delivery of goods and/or the supply of services or the execution of Work.

Work: the work to be executed and/or the deliveries to be made for the Client by Contimeta.

2. Applicability and conversion

2.1 These General Terms and Conditions are applicable to all proposals, offers, legal relationships and agreements (of contracting Work) by virtue of which Contimeta delivers goods and/or supplies services of any nature whatsoever to the Client. Deviations from these General Terms and Conditions are only valid if expressly stipulated in writing.

2.2 If any provision of these General Terms and Conditions is invalid or annulled the other provisions of these General Terms and Conditions shall remain in full force and Contimeta and the Client shall consult with each other in order to stipulate new provisions to replace the invalid and/or annulled provisions whereby the objective and the scope of the invalid and/or annulled provision is taken into account as much as possible.

2.3 Applicability of possible purchase or other terms and conditions of the Client is expressly rejected.

3. Conclusion of agreement

3.1 All offers and other statements of Contimeta are without engagement, unless expressly indicated otherwise in writing by Contimeta. The Client guarantees the correctness and completeness of measures, requirements, specifications of the performances and other data communicated to Contimeta by or on its behalf on which Contimeta bases its offer.

3.2 Descriptions, technical specifications, designs, calculations, drawings and images in catalogues and brochures as well as offers to the Client merely serve as information for the Client and are not considered to be an offer of Contimeta.

3.3 An acceptance, assignment or placed order is considered to be an irrevocable proposal of the Client. Contimeta shall only be bound by the dispatch of Contimeta's order confirmation. If the Client does not communicate its objections in writing within ten days after dispatch of Contimeta's order confirmation, Contimeta's order confirmation is considered to represent the agreement correctly and completely.

3.4 Drawings, technical specifications, designs and calculations shall only be part of the agreement if and to the extent that reference is made to the same in the agreement. If the drawing deviates from the technical specification the latter shall prevail.

- 3.5 Drawings, technical specifications, designs and calculations that are manufactured by or under the authority of Contimeta remain the property of Contimeta. If the Client does not give an assignment these documents must be returned to Contimeta carriage paid after a corresponding request.
- 3.6 If the Client does not give the assignment to Contimeta the Client shall be obliged to compensate all costs incurred by Contimeta in connection with the presentation of the offer.

B. PURCHASE

4. Prices

- 4.1 All prices indicated by Contimeta are excluding VAT, packaging and shipping costs, assembly and/or commissioning costs and/or other taxes, levies or duties imposed on the goods as such, unless expressly indicated otherwise in the order confirmation.
- 4.2 Changes in indicated prices, without prior notice and also after dispatch of the order confirmation, are expressly reserved; thus Contimeta shall be entitled to as from the conclusion of the agreement and up to the delivery has taken place pass on increases in fees, duties, levies and taxes as well as any change in exchange rates that are cost-increasing on the part of Contimeta to the Client.
- 4.3 Contimeta reserves the right to remedy apparent errors or mistakes in the quotation.

5. (Partial) delivery of ordered goods

- 5.1 The delivery of the ordered goods takes place ex works of Contimeta or a location to be designated by Contimeta by making these goods available to the Client or by transferring these goods to the relevant carrier; as from the delivery the goods are at the risk of the Client.
- 5.2 The delivery times are always provided by Contimeta approximately and are not binding. In case of an overstepping of the delivery time Contimeta shall not be considered to be in default within the meaning of article 6:83 of the Dutch Civil Code. The delivery time commences as soon as the order confirmation has been sent and moreover all, at the discretion of Contimeta, required data, drawings and materials have been supplied to Contimeta by the Client.
- 5.3 Minor deviations of the delivered goods compared to the descriptions and images in catalogues, brochures and presented offers that remain within the common or pursuant to the applicable regulations and standards acceptable tolerances or nuances in the displayed colour of the delivered goods do not lead to default on the part of Contimeta. Moreover, these deviations shall never entitle the Client to affect the agreement on other grounds.
- 5.4 The Client grants Contimeta approval in advance to deliver the goods ordered by the Client in parts. Each partial delivery can be invoiced separately. The Client commits to consider each and every partial delivery as an independent delivery and hence to pay the relevant invoice within the applicable payment term.
- 5.5 As soon as the Client has been informed that the goods ordered by the same are ready for delivery and the Client appointed a carrier with the order the goods must be taken delivery of within ten days. Failing the same Contimeta shall be entitled to charge the Client storage costs or to dissolve the agreement by written notice to the Client without prejudice to its right to claim compensation for damages.

6. Defects; warranty

- 6.1 The Client is held to inspect deliveries after execution on possible defects concerning quantity, deviations and specifications and other discovered

shortcomings and to report discovered shortcomings to Contimeta within 8 calendar days. The communication must take place in writing and must be accompanied by a description of the discovered shortcoming. The date of the invoice and the invoice number must be specified. Furthermore, Contimeta must be given the opportunity to verify the goods in the original state and packaging. All subject to forfeiture of the right to invoke shortcomings that could within reason have been detected in case of an accurate inspection within the aforementioned deadline.

- 6.2 Shortcomings discovered during the inspection and for the remainder only those shortcomings of the delivered goods that could within reason not have been discovered during the inspection but are yet discovered within 6 months after the execution of the delivery and are reported within 8 calendar days (stating the invoice date and number) are, to the extent that they can be attributed to the same, remedied by Contimeta by, at the discretion of Contimeta, repair and/or replacement.
 - 6.3 The return shipment of delivered goods can only take place after the prior approval of Contimeta has been obtained and must take place in accordance with the (transportation) instructions given by Contimeta. The return shipment must be accompanied by the written communication with regard to the shortcoming discovered by the Client. Return shipments without the prior approval in writing of Contimeta shall not need to be accepted by the same. Should Contimeta in that case yet decide to accept returned goods, the returned goods shall be stored at the expense and risk of the Client and be kept available to the same. Approval to return goods respectively receipt of the goods by Contimeta shall never imply that Contimeta acknowledges that the shortcoming invoked by the Client is actually present.
 - 6.4 Shortcomings of the delivered goods shall not constitute ground for dissolution of the relevant agreement, unless it concerns shortcomings within the meaning of paragraph 2 and Contimeta does after repeated attempts not succeed in remedying the shortcoming(s) in an acceptable manner. Only then shall the Client be entitled to dissolution, if and to the extent that preservation of the relevant agreement can within reason not be expected of the same.
 - 6.5 The Client must compensate Contimeta for the costs resulting from unfounded complaints.
 - 6.6 Relying on any shortcoming shall not entitle the Client, to the extent that it concerns a legal person, to suspend its payment obligations.
 - 6.7 If the Client carries out or has carried out activities on the delivered good without the prior approval of Contimeta the right of the Client to invoke a shortcoming of the delivered good shall expire.
7. Packaging of ordered goods
 - 7.1 If so required, at the discretion of Contimeta, or if expressly desired by the Client the goods shall be delivered in a packaged manner; the costs of the packaging are charged to the Client against a cost price to be determined by Contimeta.
 - 7.2 If deposit packaging material and/or packaging is supplied to the Client by Contimeta and a deposit has or shall be charged to the Client for that the Client shall fully or partly be credited, provided the packaging material and/or packaging is returned in a good state within 6 months.
 8. Shipment of goods
 - 8.1 If so requested by the Client the shipment of the goods shall take place at the expense and risk of the Client to a destination indicated by the same by a carrier thereto designated by Contimeta, unless the Client designated a carrier with the order.

- 8.2 In case of urgent shipments Contimeta can, in addition to the actual transportation costs, charge the associated costs to the Client.
9. Purchase on approval
 - 9.1 There is question of purchase on approval if Contimeta provides for the transportation of the goods and the choice of the carrier and the means of transportation is up to Contimeta. Delays in the delivery as a result of default on the part of the carrier respectively the means of transportation chosen by Contimeta shall not be at the expense of Contimeta and cannot lead to dissolution of the agreement or to compensation for damages.
 - 9.2 Within 14 calendar days after delivery of the goods on approval the Client must inform Contimeta as to whether it wishes to purchase these goods. If the Client does not return the good or goods delivered on approval within 14 calendar days the same shall be deemed to have purchased the good and such as from the date of delivery of the good. The costs of the return shipment are at the expense of Contimeta. If the Client returned the good or goods Contimeta shall credit the Client for the amount of the thus returned good, provided it is undamaged and, if it concerns a consumable good (or goods), in the unopened and original packaging.
10. Goods of supplier
 - 10.1 If and to the extent that Contimeta delivers goods of third parties to the Client the conditions of these third parties shall, provided communicated to the Client by Contimeta in writing, be applicable to these goods setting aside the deviating provisions from these General Terms and Conditions. The Client accepts said terms and conditions of these third parties. These terms and conditions are available for inspection by the Client at Contimeta and Contimeta shall on demand send these to the Client free of charge. If and to the extent that said terms and conditions of third parties are, for any reason whatsoever, considered inapplicable to the relationship between the Client and Contimeta or are declared inapplicable the provisions set forth in these General Terms and Conditions shall be applicable in full.
11. Environmental requirements and installation
 - 11.1 The Client provides for an environment that complies with the requirements specified by Contimeta, as the occasion arises, for the goods to be delivered (e.g. with regard to temperature, humidity, technical environmental requirements, and so on).
 - 11.2 If the parties have expressly stipulated this writing Contimeta shall install the goods or have the same installed.
12. Reservation of title
 - 12.1 All goods delivered to the Client shall remain the property of Contimeta until all amounts payable by the Client for all goods delivered or yet to be delivered to the Client, such to include the costs of delivery, transportation, assembly and installation, as well as all other amounts (to be increased by interest, costs, contractual compensations for damages and penalties) payable by the Client on account of a failure to comply with its payment obligations on account of any agreement have been paid to Contimeta in full.
 - 12.2 To the extent that the Client has other obligations vis-à-vis Contimeta than those enumerated above payments of the Client shall first be deducted from the other obligations and the reservation of title shall only expire after the Client has complied with all aforementioned obligations.

- 12.3 The Client who acts as a reseller shall be allowed to sell and deliver all goods of Contimeta to the extent that this is common within the framework of the normal operations of its business. The Client shall no longer be entitled to this as soon as the Client has failed to comply with its payment obligations vis-à-vis Contimeta within the meaning of paragraph 6 for more than 14 working days. To this end the Client declares that on demand of Contimeta it shall at any moment desired by Contimeta supply all relevant information from its administration in order to furnish evidence that it complies with this obligation.
- 12.4 If the Client is a manufacturer it shall be allowed to process all goods of Contimeta in its semi-manufactures or finished products within the framework of the normal operations of its business. However, as soon as the Client has been in default for more than 14 working days it shall no longer be allowed to process the goods. To this end the Client declares that on demand of Contimeta it shall at any moment desired by Contimeta supply all relevant information from its administration in order to furnish evidence that it complies with this obligation.
- 12.5 The Client is moreover obliged to in case of default within the meaning of paragraph 3 and/or paragraph 4 on demand of Contimeta vest a pledge for the benefit of Contimeta on the goods or finished products in which the goods have been processed. The Client shall lend its complete and timely cooperation to the preparation of the relevant deeds of pledge. Contimeta shall personally provide for the registration.
- 12.6 As soon as the Client fails to comply with its payment obligation, also in the instances within the meaning of article 6:80 of the Dutch Civil Code, when the claims are not due and payable yet, Contimeta shall be entitled to forthwith desire surrender of the goods by the Client by virtue of the reservation of title as also to desire the deeds of pledge within the meaning of paragraph 5. To this end the Client declares that on demand of Contimeta it shall at any moment desired by Contimeta supply all relevant information from its administration. The Client moreover declares that on demand of Contimeta it shall grant access to its office buildings and business premises in order to have Contimeta inspect as to whether the goods delivered by the same and/or processed are still present in the stock of the Client in order to remove these or to vest a first undisclosed pledge on the same.
- 12.7 In case of insolvency the rights of the Client as specified in paragraphs 3 and 4 shall also expire and the goods can neither within the framework of the continuation of the normal business operations during the cooling-off period by the liquidator nor for the benefit of a restart or a liquidation of the insolvent estate be processed or sold and/or fall in the power of third parties as long as the default of the insolvent company continues. Nor if this would take place under the condition that these third parties would respect the rights pursuant to the reservation of title. The rights stipulated on behalf of Contimeta in the previous paragraphs shall, to the extent possible, remain in full force in case of insolvency.
- 12.8 If the provisions from this article are not or untimely complied with by the Client, the Client shall forfeit an immediately claimable penalty payment to Contimeta, without judicial intervention being required, of € 10,000.00 per violation and € 500.00 for each day or a part of a day that the violation lasts.
- 12.9 If for the purposes of this article goods are taken back the value of these goods shall be deducted from the outstanding amounts within the meaning of paragraph 1. The value of the goods is determined by Contimeta on the basis of the market value at the moment when the goods are taking back.

C. CONTRACTING WORK

13. Contract price
- 13.1 The contract price specified in the offer and/or order confirmation is exclusive of VAT.

- 13.2 If the standards and regulations applicable to the Work are changed after the dispatch of the order confirmation Contimeta shall be authorised to include the corresponding price changes in the contract price.
- 13.3 Barring other provisions increases in the salaries, rents and freights and prices of building materials and materials as well as increases in fees, rights, taxes, levies and duties, as well as any change in exchange rates, that are cost-increasing on the part of Contimeta can be included in the contract price.
14. Contract variations
- 14.1 Settlement of contract variations takes place:
- in case of a written change of the assignment, among other things resulting from deviations in the amounts of the provisional sums and offsettable quantities;
 - in case of instructions by or on behalf of the government or public utility companies resulting from statutory provisions revised after the dispatch of the order confirmation;
 - in the instances intended in article 18 of these General Terms and Conditions.
- 14.2 If the total of the contract reductions exceeds that of the contract extras Contimeta shall be entitled to an amount equal to 20% of the difference between those totals.
15. Obligations of the Client
- 15.1 The Client ensures that Contimeta can timely dispose of:
- the information and approvals like permits, exemptions and decrees required for the organisation of the Work, all where necessary on the instructions of Contimeta;
 - the buildings, the premises or the water in which or on which the Work must be carried out;
 - sufficient possibilities for supply, storage and/or disposal of building materials, materials and equipment;
 - connection possibilities for electrical machines, lighting, heating, gas, compressed air, power, water and other energy required in connection with the execution of the Work;
 - drawings of the location of cables, tubes and pipes;
 - workshops that are accessible for the benefit of assembly, charging, pre-stressing and injection;
 - lunch location and parking area;
 - throughput holes in casings.
- 15.2 The Client shall make the following available to Contimeta free of charge:
- electricity and gas;
 - water;
 - air;
 - horizontal and vertical transportation at the building site;
 - safety facilities required by law;
 - telephone, telefax and copying equipment;
 - winter facilities;
 - support systems;
 - span forms.
- The finishing of span forms and the verification during and after the pouring of the concrete shall also be at the expense of the Client.
- 15.3 The Client is held to ensure that the activities to be carried out and/or the services to be supplied by third parties, which are not part of the Work of Contimeta, are performed in a timely fashion so that the execution of the Work can take place in an undisturbed manner.
- 15.4 If the start or the progress of the Work is delayed as a result of factors for which the Client bears responsibility the damages and costs deriving there from on the

part of Contimeta must be reimbursed by the Client. For example, not being able to immediately carry out activities as a result of safety measures/policies implemented by the Client.

16. Building materials

- 16.1 The Client is authorised to inspect the building materials and materials and to have materials inspected by third parties. The associated costs are, except in case of rejection, borne by the Client. Building materials and materials made available by the Client are deemed to have been approved.
- 16.2 Building materials and materials originating from the Work of which the Client declared that it intends to preserve the same must be removed from the Work by the same.
- 16.3 The Client bears the risk of loss, theft and/or damage with regard to the supplied building materials and materials as from the moment they have been delivered at the Work.

17. Delivery and maintenance term

- 17.1 The Work is considered to be delivered:
 - when Contimeta informed the Client either in writing or orally of the completion of the Work and the latter approved the Work;
 - after expiry of 8 days after Contimeta informed the Client in writing that the Work has been completed and the Client failed to inspect the Work within said deadline;
 - upon commissioning of the Work by the Client, with the understanding that commissioning of a part of the Work this part must be deemed to have been delivered.
- 17.2 Minor defects that can properly be remedied within the deadline specified in paragraph 4 below shall not constitute a ground to withhold approval.
- 17.3 If the Client withholds approval of the Work it shall be held to communicate this to Contimeta in writing stating the reasons thereof.
- 17.4 Contimeta shall forthwith remedy the minor defects specified in paragraph 2 and the yet discovered shortcomings of the Work that were brought to its knowledge in writing within 30 days after the delivery.
- 17.5 After the deadline specified in the previous paragraph Contimeta shall no longer be liable for shortcomings of the Work, except if the Work contains a defect that was not discovered on the date of delivery and could within reason neither have been discovered and Contimeta is informed of this defect in writing within 6 weeks after the defect has been discovered or should have been discovered.
- 17.6 The legal claim on account of the hidden defect within the meaning of the previous paragraph expires by the lapse of two years after the date of delivery.

18. Suspension and termination of the Work in uncompleted state

- 18.1 If the Client suspends the execution of the Work Contimeta shall be entitled to charge the measures it consequently needs to take as contract extras.
- 18.2 If the suspension has lasted for more than 14 days Contimeta can claim that a payment pro rata the executed part of the Work is made. In this context the yet unprocessed building materials and materials, to the extent that these have not become the property of the Client, shall be taken into account.
- 18.3 If the suspension of the Work has lasted for more than a month Contimeta shall be entitled to terminate the Work in an uncompleted state. In that case, as also in case of complete or partial termination of the agreement by the Client, Contimeta shall be entitled to the contract price, increased by the costs incurred by the same in connection with the non-completion and the damages incurred as a result of the termination, minus the costs saved by the same as a result of the termination.

D. MAINTENANCE

19. Term of the maintenance obligation

- 19.1 The agreement for maintenance of the goods is concluded for the term stipulated by the parties, failing which a term of one calendar year shall apply.
- 19.2 The term of the agreement is each time automatically renewed for one calendar year, unless the Client or Contimeta terminates the agreement in writing in consideration of a notice period of three months prior to the end of the relevant term.

20. Maintenance

- 20.1 The content and scope of the maintenance services to be supplied by Contimeta and the possibly associated service levels shall be established in a written agreement by and between the parties. Failing the same Contimeta shall be obliged to undertake to the best of its abilities that failures, duly reported to Contimeta by the Client, are solved within a reasonable deadline. "Failure" is understood as noncompliance or compliance not without interruptions with the specifications of the goods expressly specified by Contimeta in writing. There shall only be question of a failure if the same can be demonstrated and reproduced.
- 20.2 The maintenance is performed on the working days and during the working hours applicable at Contimeta.
- 20.3 If maintenance started on the working days and during the working hours specified in article 20.2 and the maintenance staff of Contimeta hold it necessary that activities are continued after these hours the applicable fees of Contimeta shall be charged to the Client.
- 20.4 Contimeta reserves the right to, among other things, suspend its maintenance obligations for the time that at the location where the goods are situated circumstances occur that, at the discretion of Contimeta, bring along risks to the safety or health of employees of Contimeta.
- 20.5 Contimeta shall register and record all relevant data with regard to the activities carried out on the goods in its administration. Contimeta shall on demand provide the Client insight into the thus recorded information.
- 20.6 Replacement of parts takes place if this is, at the discretion of Contimeta, required to solve or prevent failures. The replaced parts are and/or remain the property of Contimeta.

21. Conditions for maintenance and use

- 21.1 The Client shall, forthwith after the occurrence of a failure of the goods, inform Contimeta by means of a detailed description of the failure drawn up by an expert employee of the Client. The Client is held to grant the staff of Contimeta or third parties designated by Contimeta access to the location of the goods and to lend all other required cooperation.
- 21.2 At the request of Contimeta an expert employee of the Client shall be present during the maintenance activities for consultation purposes. The Client is entitled to be present during all activities that are carried out for the benefit of the Client.
- 21.3 The Client shall make the goods available to Contimeta for the benefit of the aforementioned activities.
- 21.4 The Client shall be authorised to connect goods and systems not delivered by Contimeta and to install goods not delivered by Contimeta on the same. The costs associated with the examination and remedy of failures that derive from the connection of goods not delivered by Contimeta are at the expense of the Client.
- 21.5 If, at the discretion of Contimeta, maintenance on the goods requires testing of the connections of the goods with other systems or goods the Client shall make

these other systems or goods available to Contimeta as well as the relevant test procedures and required goods.

- 21.6 Test material required during maintenance activities that is not part of the normal equipment of Contimeta must be made available by the Client.
- 21.7 The Client shall provide for the technical, spatial and (telecommunications) facilities that are required to have the goods function. The maintenance does expressly not extend to said facilities and connections.

22. Exclusions

- 22.1 Activities pertaining to the examination or remedy of failures that derive from the injudicious use of the goods or from external causes, like errors in important facilities, or connections with and/or use of goods and materials that do not fall under the scope of the agreement are not part of the obligations of Contimeta by virtue of the agreement and shall be charged to the Client separately against the common fees.
- 22.2 The maintenance fee does not include:
 - 1. The replacement of consumables;
 - 2. The replacement costs of parts as well as maintenance costs for the repair of failures that are wholly or partly caused by repair attempts by others than Contimeta or its auxiliary staff;
 - 3. Activities for the benefit of partial or complete overhaul of the goods;
 - 4. Modifications on goods;
 - 5. Repositioning, relocation, reinstallation of goods or activities resulting there from.

E. GENERAL (CONTINUED)

23. Payment

- 23.1 Payment of (instalments of) the contract price for the Work or the purchase price of the ordered goods is instantly due and payable after fulfilment of the condition upon which payment of the instalment of the contract price depended or delivery or completion of the ordered goods.
- 23.2 Payment must take place at the latest within thirty days after the date of the invoice.
- 23.3 The Buyer is entitled to invoice partial deliveries separately.
- 23.4 The Client shall not be entitled to suspension of or discount on any payment. Settlement by the client with a counterclaim shall only be allowed to the extent that the counterclaim has expressly been acknowledged by Contimeta or has irrevocably been established in Court.
- 23.5 In case of untimely payment the Client shall be in default without any notice of default or summons being required and the same shall be held to pay an immediately claimable interest over the overdue amount of 1.5% per month or – if higher – the legal interest. A part of a month shall in this context be calculated as a full month. Moreover, Contimeta can, to the extent that delivery by virtue of any agreement concluded with the Client did not take place yet, suspend this delivery in full until complete payment of the overdue amount has been received. If payment also fails to materialise within a summoned further deadline Contimeta shall be authorised to dissolve the agreement, at its sole discretion either in full or in part, by means of a written notice. The latter without prejudice to its right to claim compensation for damages.
- 23.6 All costs, both extrajudicial and judicial (including the costs of legal assistance), incurred by Contimeta in connection with the enforcement of its rights vis-à-vis the Client are at the expense of the Client. The extrajudicial costs shall amount to at least 15% of the collectible amount with a minimum of € 350.00. The Client is

held to pay these extrajudicial costs as soon as Contimeta has had due notice given to the same on account of untimely payment.

- 23.7 Each of the parties can terminate the agreement in writing either in full or in part with immediate effect, without any notice of default being required, if the other party is granted – whether or not provisional – suspension of payment, if a winding-up petition is filed with regard to the other party or if the company of the other party is liquidated or terminated other than for the benefit of a reorganisation or a merger of companies. On account of said termination Contimeta shall never be held to any repayment of already received amounts or compensation for damages. Amounts invoiced by Contimeta prior to the dissolution in connection with that which the same satisfactorily carried out or delivered for the purposes of the execution of the agreement shall remain due and payable in full in consideration of the provisions set forth in the previous sentence and shall become immediately claimable at the moment of dissolution.

24. Execution

- 24.1 Contimeta shall to the best of its ability carry out the supply of services with due care, as the occasion arises in accordance with the arrangements and procedures agreed upon with the Client in writing. All services of Contimeta are supplied on the basis of a best efforts obligation, unless and to the extent that Contimeta expressly promised a result in the written agreement and the relevant result has also been described sufficiently determinable.
- 24.2 If it has been stipulated that the supply of services is to take place in phases Contimeta shall be entitled to postpone the commencement of the services that belong to a specific phase until the Client has approved the results of the preceding phase in writing.
- 24.3 Only if this has expressly been agreed upon in writing shall Contimeta be held to follow instructions of the Client given timely and realistically during the execution of the supply of services. Contimeta shall not be held to follow instructions that change or supplement the content of the stipulated supply of services; if these instructions are, however, followed the relevant activities shall be reimbursed in conformity with article 25.

25. Changes and contract extras

- 25.1 If Contimeta, at the request or with the prior approval of the Client, carried out activities or other performances that fall outside the scope of the stipulated supply of services these activities or performances shall be reimbursed in accordance with the common fees of Contimeta. There shall also be question of contract extras if a system analysis, a design or specification is extended or changed. Contimeta shall never be held to comply with this kind of request and may desire that a separate written agreement is concluded for that purpose.
- 25.2 The Client accepts that as a result of activities or performances within the meaning of paragraph 1 of this article the stipulated or expected time of completion of the supply of services, and the mutual responsibilities of the Client and Contimeta, can be affected. The fact that (a request for) contract extras occur(s) during the execution of the agreement shall never entitle the Client to dissolve or terminate the agreement.
- 25.3 To the extent that a fixed price has been stipulated for the supply of services Contimeta shall, if so requested, inform the Client in advance of the financial consequences of these extra activities or performances.

26. Safety, parts and materials

- 26.1 Upon the use of any good delivered by Contimeta (e.g. device or machine) the Client must exclusively make use of the material – like attachment means, wiring

and bundling materials – recommended to the Client by Contimeta in writing as suitable for use with the goods delivered by Contimeta (machine or the delivered device). In case of repair respectively replacement of parts of a good delivered by Contimeta the Client must exclusively make use of parts that are recommended to the same by Contimeta in writing as suitable for the goods in question. Moreover, in case of these kinds of activities the Client must abide by the instructions for use and safety regulations within the meaning of paragraph 2 of this article. If the Client does not comply with the aforementioned obligations Contimeta shall be authorised to exclude the Client from the delivery of parts as aforementioned. If the Client does not abide by the aforementioned obligations and makes use of other materials and/or parts than those recommended as suitable by Contimeta and the Client holds Contimeta liable for damages incurred in connection with the use of a good delivered by Contimeta, the Client must evidence that the cause of the damages can be attributed to a defect of the good delivered by Contimeta and not to the prohibited use of other materials or parts than those recommended as suitable by Contimeta.

26.2 The Client must abide by the instructions for use respectively the safety regulations supplied by Contimeta and inform its employees and other third parties making use of the goods accordingly. The Client shall provide for translation of the instructions for use and safety regulations supplied by Contimeta in order that the employees and other third parties can take note of the same, hence in particular when the text supplied by Contimeta is not in the Dutch language or in a language that is not (properly) mastered by the concerned parties. The Client must furthermore comply with the regulations imposed in connection therewith by the competent authorities and/or supervise compliance therewith.

26.3 If the Client supplies goods delivered by Contimeta on to its customer the same must agree with said customer that this customer shall abide by the obligations specified in paragraphs 1 and 2 of this article and the Client must ensure that the instructions for use and safety regulations supplied by Contimeta are also made available to said customer.

27. Force majeure

27.1 If the Client does not strictly comply with any obligation deriving from an agreement with Contimeta or if the same is declared insolvent or a winding-up petition has been filed or (provisional) suspension of payment has been granted or applied for Contimeta shall be entitled to suspend compliance with all its obligations vis-à-vis the Client and to, either wholly or partly, consider all agreements with the Client to be dissolved with preservation of the right to claim compensation for damages.

27.2 Neither of the parties is held to comply with any obligation if the same is prevented from doing so as a result of force majeure. Force majeure is also understood as force majeure on the part of suppliers of Contimeta that are prescribed to Contimeta by the Client as well as defective goods, materials and software of third parties of which the use is prescribed to Contimeta by the Client.

27.3 If a situation of force majeure has lasted for more than ninety days the parties shall be entitled to terminate the agreement by written dissolution. That which has already been performed by virtue of the agreement shall in that case be settled proportionately without the parties being held to pay anything back and forth.

28. Liability

28.1 Contimeta does by no means accept liability for defects caused by or resulting from the Work or the delivered goods attributable to the culpability or actions of the Client or third parties for which the same is responsible.

- 28.2 The total liability of Contimeta for an attributable failure in the compliance with the agreement shall be limited to compensation for direct damages up to at most the amount of the price stipulated for the agreement (excl. VAT). If the agreement basically concerns a continuing performance agreement with a term of more than a year the price stipulated for the agreement shall be set at the total of the compensations (excl. VAT) for a year. In no instance whatsoever shall the total compensation for direct damages exceed an amount of € 2,500,000.00.
- 28.3 The liability of the Client for damages resulting from death or bodily harm or for property damages to goods shall never exceed an amount of € 2,500,000.00.
- 28.4 Liability of Contimeta for indirect damages, consequential damages, lost profit, lost savings, reduced goodwill, losses due to business interruptions, damages resulting from claims of customers of the Client, damages connected with the use of goods prescribed to Contimeta by the Client, damages connected with the hiring of suppliers prescribed to Contimeta by the Client and all forms of damages, for whatever reason, other than those specified in paragraph 2 and paragraph 3 of this article is excluded.
- 28.5 The restrictions specified in the preceding paragraphs of this article shall expire if and to the extent that the damages are the result of intent or gross culpability on the part of Contimeta or its managers.
- 28.6 The liability of Contimeta on account of an attributable failure in the compliance with an agreement shall in all instances only exist if the Client forthwith and properly gives Contimeta written notice of default thereby granting a reasonable deadline to remedy said failure and Contimeta also attributably fails to comply with its obligations after said deadline. The notice of default must contain a description of the shortcoming as complete and detailed as possible so that Contimeta is able to adequately react to the same.
- 28.7 Condition for the existence of any right to compensation for damages shall always be that the Client reported the damages in writing to Contimeta as soon as possible after the occurrence thereof. Any claim for compensation for damages vis-à-vis Contimeta shall expire after the mere lapse of 24 months after the inception of the claim.
- 28.8 The Client indemnifies Contimeta against any and all claims of third parties on account of product liability resulting from a defect of the good or system delivered to a third party by the Client also comprising goods or other materials delivered by Contimeta, except if and to the extent that the Client evidences that the damages are caused by those goods or other materials.
- 28.9 The provisions laid down in this article are also applicable for the benefit of all (legal) persons hired by Contimeta in connection with the execution of the agreement.
29. Advice
- 29.1 Advice given by Contimeta, whether or not at the request of the Client, is fully without engagement and shall never lead to any liability on the part of Contimeta for any reason whatsoever. The decision to as a result of advice given by Contimeta purchase specific goods is a decision of the Client for which only the latter shall bear responsibility. The Client shall therefore be held to indemnify Contimeta against claims of third parties for any reason whatsoever.
30. Applicable law; disputes
- 30.1 Dutch law is exclusively applicable to these General Terms and Conditions as also to all offers and agreements to which the latter are applicable in full or in part.
- 30.2 All disputes deriving from and/or connected with the agreements concluded by and between Contimeta and its Clients are exclusively settled by the competent Court in Utrecht.