

## GENERAL CONDITIONS

of Bolidt Maatschappij tot Exploitatie van Kunststoffen en Bouwwerken B.V., established in Hendrik-Ildo-Ambacht, The Netherlands, of Bolidt Kunststoftoepassing B.V., established in Hendrik-Ildo-Ambacht, The Netherlands, and of Bolidt Elementenbouw B.V., established in Hendrik-Ildo-Ambacht, The Netherlands, (referred to hereafter as: "Bolidt"), filed at the office of the Clerk to the District Court of Dordrecht on 31 March 1998.

### 1. GENERAL

- 1.1 These General Conditions form part of all (future) legal relations (such as but not limited to; supply of goods, services, contracting of work and such like) between Bolidt and its other party, and will be sent to the other party on first request. Application of the other party's General Conditions is explicitly rejected.
- 1.2 Deviations from these General Conditions or from the confirmation of sale shall only be applicable if Bolidt has confirmed these deviations in writing and they shall only apply to that one event.
- 1.3 In these supply conditions the following is understood under: -product: goods, as well as maintenance, consulting and inspection, and contracting of work.

### 2. OFFERS AND CONCLUSION OF THE AGREEMENT

- 2.1 All Bolidt's offers are without obligation.
- 2.2 Documentation attached to or enclosed with offers shall be purely for informative purposes and no obligation may be derived from it.
- 2.3 If the other party places an order the agreement shall only be created by Bolidt accepting it in writing or else making a demonstrable start on its performance.
- 2.4 The contents of the contract shall be proven by written confirmation from Bolidt, barring counter-evidence.

### 3. PRICES

- 3.1 All prices shall be exclusive of VAT and other taxes and/or levies by the authorities, in the broadest sense of the words.
- 3.2 Should changes in cost price factors arise between the time of the agreement and delivery, Bolidt shall be entitled to increase the agreed price accordingly. Onward charging within 3 months of concluding the contract shall entitle the other party to dissolve the contract on these grounds. Price adjustments based on mistakes on both the invoice and dispatch documents are reserved by Bolidt.
- 3.3 Bolidt shall inform the other party in writing of any price increases.
- 3.4 Standard packing shall be included in the price. Special packing shall be charged on.
- 3.5 At the other party's request Bolidt shall carry out all changes to the order indicated by the former, provided that they can be carried out reasonably, and with the right to charge the extra cost.

### 4. DELIVERY AND TIME OF DELIVERY

- 4.1 Bolidt shall make an effort to realise the agreed delivery time. Delivery times agreed with Bolidt shall be considered as indications and not as deadlines, unless expressly agreed. Going beyond any times of delivery shall not entitle the other party to any supplementary or compensatory compensation, neither shall he be permitted to fail to observe any of his own obligations arising from said agreement. However, the other party shall be entitled to dissolve the agreement by a written statement if and to the extent that Bolidt has not delivered the goods to be supplied within a reasonable time to be agreed with the principal after the original time of delivery has been exceeded, as referred to above. The delivery time shall be effective from the conclusion of the agreement, after Bolidt disposes of all the objects, documents and data to be provided by the other party, and after any prepayment or security for payment, possibly agreed upon, has been provided on behalf of Bolidt. If Bolidt applies products supplied by it and manufactured by it or third parties, as well as repair or maintenance activities, Bolidt shall only be obliged to commence its activities after the other party has fulfilled its obligations as defined in article 12.
- 4.2 Delivery times are provided on the basis of information given to Bolidt by the relevant ancillary suppliers and/or the other party. If it should appear during the performance of the agreement that there is a delay in performance, even if the cause of this lies with Bolidt's personnel and/or ancillary suppliers, the delivery time shall be extended by so many days as the delay has lasted.
- 4.3 Bolidt is entitled to make part-deliveries.

### 5. TRANSFER OF RISK

- 5.1 Delivery shall be made ex-works Hendrik-Ildo-Ambacht, The Netherlands, unless otherwise agreed in writing with the other party.
- 5.2 The risk of damage to or loss and/or theft of the products purchased shall pass to the other party at the time when Bolidt has made them ready for dispatch. Loading or stowage of the means of transport shall consequently be for the other party's risk and all direct or indirect damage done to and/or by the products to him and/or third parties shall be for his account.
- 5.3 The other party is obliged during delivery and/or supply to investigate whether the products are in accordance with the agreement. If this is not the case, the other party can only make a claim on this if it has provided Bolidt with a motivated notification of this in writing as quickly as possible but at the latest by 30 days after delivery and/or supply or at any rate after detection was reasonably possible. If no formal supply has taken place the date of invoicing shall be considered to be the supply date.
- 5.4 Claims and pleas, based on grounds that would justify the position, to the effect that products delivered and/or supplied are not in accordance with the agreement, lapse one year following delivery.
- 5.5 Should that delivered and/or supplied not be in accordance with the agreement, Bolidt is bound at its choice to deliver what is missing, repair the product delivered or replace the product delivered. Instead of replacing or repairing the product delivered Bolidt may, at its choice, suffice with sending a credit note in the amount of the payment(s) which has/have been made for the output delivered.
- 5.6 Limited deviations in respect of sizes, weights, numbers, colours and other such information provided do not apply as shortcomings.
- 5.7 Trade practices determine whether there is a question of limited deviations.
- 5.8 Provision by Bolidt of (product) information and verbal, written and/or technical utilisation advice provided through tests, shall be made to the best of knowledge, but shall only be valid as direction without obligation, even in respect of third parties. Advice from Bolidt shall not relieve the other party of making its own check on Bolidt's recommendations and products concerning the envisaged application and use by the other party. Application, use and processing of the delivered products and use of the information and technical consultancy provided by Bolidt lie beyond Bolidt's reach of control and fall completely under the responsibility of the other party.

### 6. PAYMENT AND OWNERSHIP RESERVATION

- 6.1 The other party is obliged to pay the agreed price within 14 days of the invoice, without suspension, any deduction or set-off. Payments made by the other party always extend to settlement of all interest and costs owing followed by due invoices that have been outstanding longest, even if the other party states that the payment relates to a later invoice.
- 6.2 If the payment term is exceeded the other party shall owe interest in the amount of the discount rate for promissory notes of De Nederlandsche Bank N.V. plus 3%, with a minimum of the statutory interest per annum.
- 6.3 All judicial and extrajudicial expenses that Bolidt must incur to collect that owed to it by the other party shall be for the account of the other party.
- 6.4 The other party's non-fulfilment of its payment obligations shall legally result in the ability to demand immediate cash payment of all amounts that the other party owes to Bolidt, for whatever reason.
- 6.5 The other party's non-fulfilment of its payment obligations shall entitle Bolidt to suspend any subsequent deliveries of products to the other party.
- 6.6 All products supplied shall continue to be Bolidt's property until the following has been paid to Bolidt in full:
  - a) the outputs owed by the other party for all goods delivered or to be delivered under the powers of the agreement as well as activities carried out or to be carried out under the powers of such agreement;
  - b) claims due to shortcomings of the other party in the fulfilment of such agreement(s).
- 6.7 The other party shall not be justified in claiming on a right of retention as far as the safe custody costs are concerned and in settling these costs with the outputs owing by him.
- 6.8 Bills of exchange and cheques shall only result in payment of Bolidt's claims after encashment.
- 6.9 If the other party makes a new object wholly or partly from the object supplied by Bolidt, regarding which the other party has not fulfilled all of its obligations towards Bolidt, this shall be an object that Bolidt has had made for itself and the other party holds this for Bolidt as the owner until the other party has fulfilled all his obligations.
- 6.10 If Bolidt is entitled to any object pursuant to articles 6.6 or 6.9, the other party may only have disposal over this in the framework of practising his normal business. If the other party is in default in respect of the performance as defined in article 6.6, Bolidt shall be entitled to collect the objects (have the objects collected) that belong to it from the place where they are located at the expense of the other party. In order to do this the other party grants Bolidt now for then an irrevocable authority to enter (arrange entry to) the areas used by or for the other party.

### 7. SECURITY

- 7.1 If there is a good reason to presume that the other party shall not fulfil its obligations promptly, the other party shall be obliged on Bolidt's first request to provide adequate security, and this in the form desired by Bolidt, and to supplement this if necessary for the fulfilment of all its obligations. As long as the other party has not complied with this, Bolidt shall be entitled to suspend fulfilment of its obligations.
- 7.2 If the other party has not complied with a request as defined in paragraph 1 within 14 days of a written demand to that effect, all its obligations will become claimable immediately.

### 8. DISSOLUTION/RELEASE

- 8.1 If the other party does not comply, does not comply properly or does not comply on time with any obligation which might arise for it from the agreement, as well as in the case of bankruptcy, (temporary) moratorium or the appointment of a guardian of the other party or a stoppage or liquidation of its business, Bolidt shall be entitled at its choice to dissolve the agreement in whole or in part without any obligation to pay compensation and without prejudice to the other rights accruing to it, or else to suspend (further) performance of the agreement. In those cases Bolidt shall furthermore be entitled to demand immediate payment of anything due to it.

- 8.2 If, as a result of one or more circumstances that cannot be attributed to Bolidt, including the circumstances mentioned in the following paragraph, proper performance by Bolidt is wholly or partly impossible either temporarily or permanently, Bolidt shall be entitled to dissolve the agreement.
- 8.3 Circumstances that in any case cannot be attributed to Bolidt are: conduct, with the exception of wilfulness or gross negligence of persons used by Bolidt in performance of the commitment; unsuitability of objects used by Bolidt in performance of the commitment; a third party's enforcement of one or more rights against the other party in the matter of a shortcoming of the other party in the fulfilment of an agreement concluded between the other party and that third party in connection with the objects supplied by Bolidt; strike; lock-out; illness; import, export and/or transit prohibition; transport problems; non-fulfilment of obligations by ancillary suppliers; interruptions in production; natural or nuclear disasters and war and/or threat of war.
- 8.4 If, after Bolidt has given him a 4 week period to do so, the other party does not cooperate in delivery, Bolidt shall be released from its obligations, in which event expenses and loss of profit shall be recovered from the other party.
- 9. COMPENSATION**
- 9.1 Bolidt shall never be held to pay replacing or additional compensation except when and to the extent that the damage suffered was caused by gross negligence or intention of Bolidt or its own employees. With the exception of intention on Bolidt's part, Bolidt's liability for any business, consequential or indirect loss shall always be excluded.
- 9.2 In all cases the compensation that Bolidt shall be obliged to pay shall be limited to the amount of the contract price/price of the product supplied.
- 9.3 All legal and contractual means of defence that Bolidt can invoke to defend its own liability against the other party are stipulated by Bolidt for the benefit of its subordinates and non-subordinates for whose conduct it would be liable pursuant to the law.
- 9.4 That defined in this article leaves intact Bolidt's legal liability pursuant to provisions of imperative legal provisions.
- 10. SUBCONTRACTORS**
- 10.1 Bolidt shall have complete freedom to have third parties (subcontractors) carry out all or part of the activities assigned to it. This shall not change the mutual rights and obligations of Bolidt and the other party to each other as laid down in these General Conditions and the confirmation of sale, in the understanding that Bolidt shall be entitled to impose in full on its other party any stricter conditions imposed on Bolidt by its subcontractors (for example in respect of payment terms, interest, complaints and such like), provided that it notifies the other party of these stricter conditions immediately in writing. The other party shall be considered to have accepted these stricter conditions if it has not informed Bolidt in writing within fourteen days of receipt of the relevant communication that it wishes to dissolve the agreement.
- 11. PUBLICATIONS/PICTURES**
- Bolidt shall have absolute freedom with regard to making pictures of deliveries made, products fitted and/or work executed by it and to publish said pictures included in articles, and this in professional periodicals as well.
- 12. OBLIGATIONS OF THE OTHER PARTY IN THE EVENT OF CONTRACT WORK, REPAIR OR MAINTENANCE**
- In the event of contract work, repair or maintenance by Bolidt, the other party is obliged:
- 12.1 a. to possess government permits in so far as necessary;
- 12.2 b. to ensure that Bolidt can commence its work immediately at the agreed time and hour;
- c. to ensure that when carrying out work within indoor spaces these spaces are fully glazed, watertight and draught-free;
- d. to ensure that when work is being carried out in the open air, this is only done in dry weather, protected by an awning which is provided at the other party's expense and has been approved by Bolidt;
- e. to make and keep available for Bolidt water, electricity (220/380 Volts), sufficient lighting and heating free of charge;
- f. to make and keep available for Bolidt safe scaffolding and lifts for Bolidt's materials and personnel, if necessary with an operator, free of charge on-site at the location of the work;
- g. to remove from the place of work any waste and packing that is or could be considered to be harmful to the environment and/or public health in accordance with the applicable statutory and other directives;
- h. to ensure that during the work to be carried out by Bolidt the relevant areas are made available unoccupied and without obstacles and without other companies being at work simultaneously in these areas;
- i. to ensure the necessary assistance, including that from third parties, at its own expense;
- j. to keep the access routes to the building site in such a condition that all materials and equipment necessary for Bolidt to carry out the work can be transported directly to the work site at all times by lorry, whilst the transport distance from the unloading location to the site where the work is being performed shall total a maximum of 5 metres;
- 12.3 k. to allow the work to be carried out without interruption and to pay to Bolidt any costs of work stoppage arising from circumstances beyond Bolidt's control. If Bolidt has to perform work on foundations, the attached Special Provisions relating to foundations apply.
- 13. CONVERSION**
- If and in so far as no call can be made on any provision in these general conditions based on reasonableness and fairness or the unreasonably objectionable character of this, such leaves the validity of the other provisions intact, and as much corresponding significance as possible is attributed to that provision, as far as content and extent are concerned, so that a claim can be made on this.
- 14. DISPUTES**
- 14.1 In so far as they belong to the jurisdiction of the District Court all disputes between the parties shall be tried in the first instance by the District Court in Dordrecht, The Netherlands.
- 15. APPLICABLE LAW**
- 15.1 All agreements concluded between the parties shall be governed by Dutch Law with the exception of the provisions of the United Nations Treaty in the matter of International Purchasing Agreements relating to Moveable Property (Vienna, 11 April 1980).
- 16. AUTHENTIC TEXT**
- 16.1 The Dutch text of these General Conditions shall prevail over any translations thereof.

#### SPECIAL PROVISIONS CONCERNING FOUNDATIONS

Bolidt can only carry out work if the temperature is not lower than 10°Celsius and the relative humidity is not higher than 70%. Synthetic finishing layers generally follow the line of the foundations as far as their level is concerned. All foundations on which Bolidt has to carry out work must comply with the following requirements, without Bolidt intending to be exhaustive in this and without Bolidt accepting any responsibility in the matter:

- (A) CEMENT BONDED FOUNDATIONS**
- Four weeks old. After this ageing period the moisture percentage in the foundations should be no higher than 2.5%, which is measured at a depth of 2 cm in accordance with the calcium carbide method.
  - The foundations should be finished level and even. There must be no post-application of cement powder and there may be no cement bonding layer.
  - Sand-cement screeds must be applied so that they are properly bonded and well compacted. For sand-cement mortar screeds we prefer a quality of at least D30 in accordance with NEN 2741.
  - Any slopes must have been built into the foundations.
  - The foundations must be completely dry (see point A.1) and clean. Shuttering oil, wax, silicones, aggregates and such like may not be present in/on the foundations.
  - There may be no moulding flaws, pouring holes, gravel agglomerations, pouring seams, shuttering seams and such like.
  - The necessary expansion and/or false joints must be present in the foundations.
  - The foundations must be watertight to prevent possible vapour pressure below the synthetic finishing layers. For example, a waterproof foil membrane could be used under the concrete.
- (B) STEEL FOUNDATIONS**
- Steel foundations must be sufficiently level.
  - Any welding joints must have been ground smooth.
  - The steel foundations must be brightened by blasting (frequently in accordance with standard SA 2.5).
  - Within four hours of blasting a primer layer must be applied to a dry base. The type of primer layer must have been approved by Bolidt.
- (C) OTHER FOUNDATIONS**
- The requirements to be set for these will be provided by Bolidt in each individual case.