

General Terms & Conditions

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HEUVELMAN SOUND & VISION B.V. - GENERAL SALES, RENTAL AND DELIVERY TERMS AND CONDITIONS FOR THE COMMERCIAL MARKET

Section I: General provisions

Clause 1: Definitions

In these general Terms and Conditions the following terms will be used with the following meanings, unless specifically indicated otherwise:

Offer: all offers, quotations in whatsoever form from Heuvelman to the Other Party;

Service: all activities (in whatsoever form and under whatever name, such as service (assignment), contracting work, loan for use, secondment) that Heuvelman undertakes for and on behalf of the Other Party, whether associated with (completion or) supply of Products; **Defect:** every deviation from the specifications of the Products, Services or the Rented Goods and every improper functioning of the Products or the Rented Goods or every Service incorrectly carried out;

Rented Goods: the Product that is rented by Heuvelman to the Other Party;

Heuvelman: the private company with limited liability Heuvelman Sound & Vision B.V., established in Culemborg, as well as its successors under universal or special title and the other companies within the same group of companies;

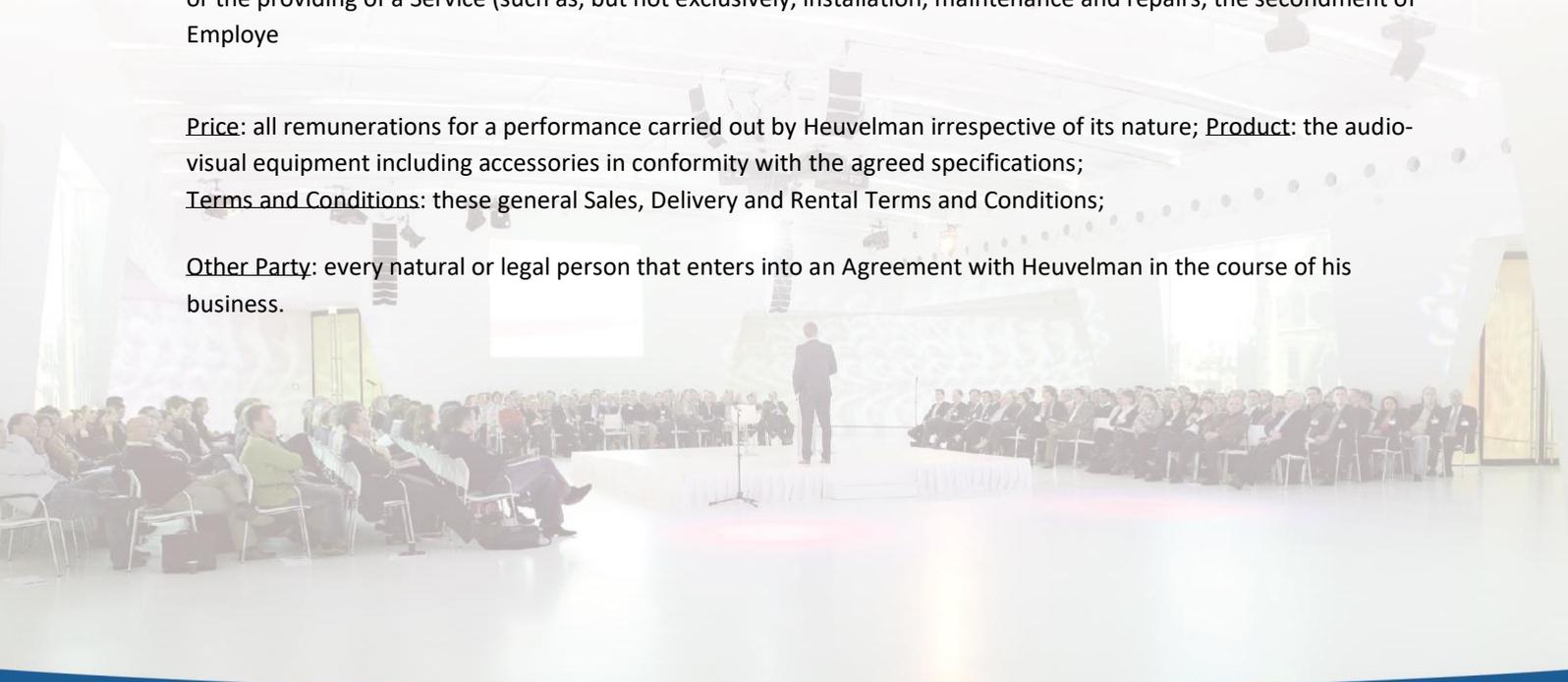
Employee: a Consulting Officer, Programmer, Project Manager, Engineer, Installer or Technician employed by Heuvelman;

Maintenance: preventive or corrective maintenance to one or more (specific) Products; **Agreement:** every agreement entered into between Heuvelman and the Other Party, every amendment or supplement thereto, as well as all (legal)acts in preparation and/or for the implementation of that agreement in respect of the sale, rental or the providing of a Service (such as, but not exclusively, installation, maintenance and repairs, the secondment of Employee

Price: all remunerations for a performance carried out by Heuvelman irrespective of its nature; **Product:** the audio-visual equipment including accessories in conformity with the agreed specifications;

Terms and Conditions: these general Sales, Delivery and Rental Terms and Conditions;

Other Party: every natural or legal person that enters into an Agreement with Heuvelman in the course of his business.



Clause 2: Applicability

- 2.1 The provisions in Section I of these Terms and Conditions are applicable to all Offers and Agreements issued respectively concluded by Heuvelman. The provisions in Section II of these Terms and Conditions are specifically applicable to Offers and Agreements issued respectively concluded by Heuvelman relevant to the sale and delivery of Products. The provisions in Section III of these Terms and Conditions are specifically applicable to Offers and Agreements issued respectively concluded by Heuvelman relevant to the Rental of Products. The provisions in Section IV of these Terms and Conditions are specifically applicable to Offers and Agreements regarding the providing of Services by Heuvelman. This, insofar as parties have not deviated specifically and in writing from these Terms and Conditions.
- 2.2 Any possible terms and conditions of the Other Party are not applicable.
- 2.3 Insofar as any provision in the Agreement is contradictory to any provision in the Terms and Conditions, the provision in the Agreement prevails.
- 2.4 The possible annulment of a clause in these Terms and Conditions leaves the validity of the remaining clauses intact. The parties will consider a clause as being applicable, if it is lawfully permitted and the gist is closest to the annulled clause.

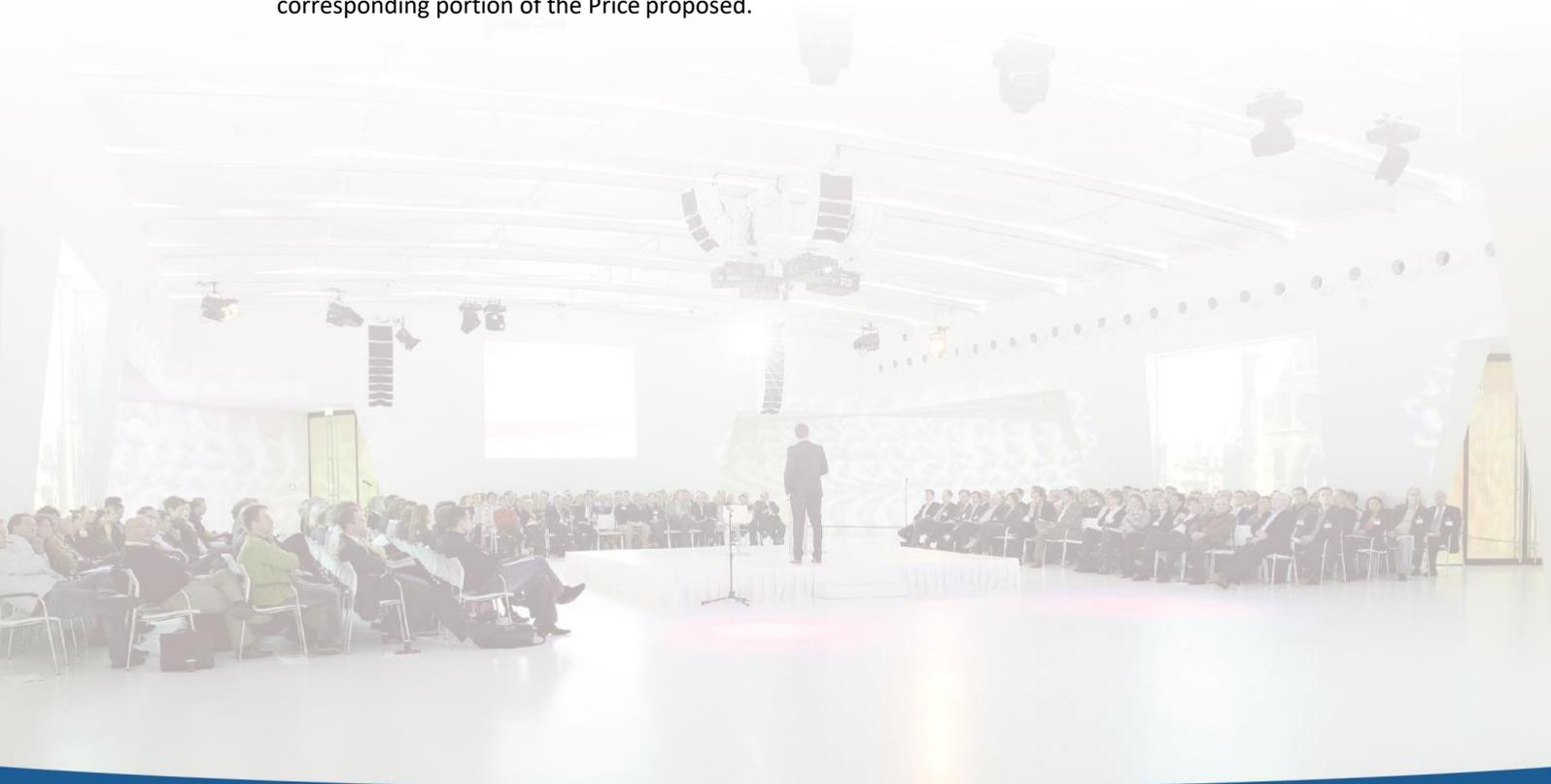


Clause 3: Offers, quotations and agreements

- 3.1 All Offers are without obligation, unless the Offer mentions a term for acceptance or is otherwise irrevocable in its nature.
- 3.2 Agreements, as well as amendments and supplements thereto, are only valid at the time that the written acceptance of the Offer from the Other Party has reached Heuvelman, or Heuvelman has commenced with the implementation of the Agreement.
- 3.3 At all times Heuvelman has the right to revoke its Offer within three working days after receipt of the written acceptance by the Other Party.
- 3.4 If the acceptance by the Other Party deviates from the Offer, the Agreement is only concluded for the part that the Offer and the acceptance concur, unless Heuvelman indicates otherwise.
- 3.5 If the Other Party makes an offer to Heuvelman, the Agreement is concluded if Heuvelman accepts the offer in writing or verbally, or if it implements the Agreement.
- 3.6 The models, demos, illustrations, rates, amounts, sizes, specifications, weights or descriptions given in the Offer are not binding. The Other Party cannot derive any rights from this.

Clause 4: Prices

- 4.1 The Price in the Offer is in euro excluding VAT and other government levies, administrative charges or taxes unless specifically indicated otherwise by Heuvelman.
- 4.2 Heuvelman may pass on charges to the Other Party for Price increases and (additional) costs that arise from supplements, adaptations or alterations of the Agreement at the request of the Other Party.
- 4.3 A constituted quotation does not oblige Heuvelman to carry out a portion of the Agreement for a corresponding portion of the Price proposed.



Clause 5: Engaging a third party

- 5.1 If and insofar as this is required for a proper implementation of the Agreement, Heuvelman has the right to allow activities to be carried out by third parties. Such matters to be assessed by Heuvelman.

Clause 6: Obligations of the Other Party

- 6.1 In the implementation of the Agreement, the Other Party, in any case, is obliged to that which is stipulated in this clause.
- 6.2 The Other Party is obliged to inform Heuvelman about facts and circumstances as well as intentions which could be of importance to be able to advise and/or instruct the Other Party.
- 6.3 The Other Party is obliged to provide Heuvelman with details, information and approvals, permits, decisions, etc., which Heuvelman indicates as being necessary or of which the Other Party should reasonably understand that these are necessary for the implementation of the Agreement.
- 6.4 If the Other Party makes data and/or other details available to Heuvelman for the implementation of the Agreement, the Other Party is obliged to keep an own back-up copy of those details to prevent a claim as a result of loss of these details in the implementation of the Agreement. If a claim arises, the Other Party is considered to have breached this obligation and Heuvelman is not liable.
- 6.5 If the Other Party issues information carriers, electronic files or software, etc. to Heuvelman, it guarantees that same is free of viruses and faults.



Clause 7: Implementation of the Agreement

- 7.1 The stated (completion or) delivery times are to be considered each time as being an estimate and should never be considered as being a strict deadline, unless otherwise agreed to in writing. In the event of delay in the (completion or) delivery, Heuvelman must be given notice of default and Heuvelman must be given a reasonable term of notice of at least four (4) weeks to comply with its obligations anyway.
- 7.2 The implementation of the Agreement only commences after the Other Party has made all the necessary details, approvals, permits, etc. available to Heuvelman for the implementation of the Agreement.

Clause 8: Force majeure

- 8.1 In these Terms and Conditions, force majeure is understood to be: every circumstance caused through no fault of Heuvelman, which obstructs the normal implementation of the Agreement. This includes job strikes, sickness of personnel, bans on importations, exportations and transportations, government measures, no or late deliveries by suppliers and damages of the required production and/or transport resources, computer and power failures, viruses, traffic congestion, poor weather conditions, theft, fire.
- 8.2 If a situation of force majeure should come about as meant in the previous paragraph of this clause, Heuvelman is entitled to have (completion or) delivery take place so much later as the duration of the force majeure. If a temporary impossibility for compliance lasts longer than eight (8) weeks after the time that (completion or) delivery was envisaged, the parties have the right to terminate the Agreement in writing, without Heuvelman being liable for compensation towards the Other Party. If the compliance by Heuvelman as a result of force majeure remains permanently impossible, then the parties likewise have the right to terminate the Agreement, without Heuvelman being liable for compensation towards the Other Party.
- 8.3 In case of termination on the grounds of that which is determined in clause 8, Heuvelman is entitled to claim payment of that portion of the Agreement that has already been implemented before the circumstance causing the force majeure was apparent.



Clause 9: Payment, interest, costs and penalties

- 9.1 Unless agreed to otherwise in writing, payments of invoices (in advance) must be made within the agreed period and in a manner as indicated by Heuvelman in the currency in which it is invoiced. If parties have not agreed to a method of payment, then payment must take place within 14 days after the date of invoice. The Other Party is not entitled to any power of suspension and/or settlement.
- 9.2 If the Other Party thinks that invoices are incorrect, this must be notified to Heuvelman in writing within eight (8) days after the date of invoice. On exceeding this term the Other Party is considered to have accepted the invoices as being correct. Unless the incorrectness of the invoices have been acknowledged in writing within the term of payment, the Other Party must pay the invoice amounts within the agreed term of payment.
- 9.3 If the Other Party remains in default in paying within the agreed term of payment, the Other Party is in default by operation of law. From that point in time until the day of full payment, the Other Party owes interest of 1,5% per month or a portion thereof, unless the statutory commercial interest is higher pursuant to Section 119a of Book 6 of the Dutch Civil Code, in which case the highest interest applies.
- 9.4 All legal costs incurred by Heuvelman to collect its debt from the Other Party will be for the account of the Other Party.
- 9.5 Where, in these Terms and Conditions – or otherwise in an Offer and/or Agreement – a provision has been included on the grounds of which the Other Party owes a penalty to Heuvelman, this penalty is expressly not a substitution for the additional and/or replacement compensation of damages which the Other Party owes to Heuvelman on the grounds of law (as meant in Section 92 paragraph 2 of Book 6 of the Dutch Civil Code).



Clause 10: Liability

- 10.1 Heuvelman is not liable for damages caused as a result of any shortcoming by Heuvelman, unless the damages are a result of an intentional act or gross negligence of Heuvelman or of members of Heuvelman's management.
- 10.2 Heuvelman is, so too if it has no recourse to that which is determined in paragraph 1 of this clause, only liable for damages which are a direct and exclusive result of a circumstance attributable to it. Heuvelman is never liable for:
- indirect damages, such as loss of profits, consequential damages and/or trading loss;
 - shortcomings of assistants engaged by it, neither in the event of an intentional act or gross negligence;
 - variances, damages, faults and defects due to a faulty fitting or usage by the Other Party or a third party;
 - damages emanating from advices and instructions given by Heuvelman.
- 10.3 If Heuvelman is not entitled to the liability exclusions mentioned in paragraphs 1 and 2 of this clause, then Heuvelman's liability in any event shall be limited to a maximum of the invoice amount of the particular Products or Rented Goods delivered or Services undertaken by Heuvelman in respect of which Heuvelman is liable for compensation. Heuvelman is never liable for an amount higher than the amount that will be paid out as part of the liability insurance taken out by Heuvelman. At the request of the Other Party, Heuvelman will hand over a proof of insurance to the Other Party.
- 10.4 The Other Party fully indemnifies Heuvelman for liability of third parties if and insofar as these claims are related to the Agreement concluded between Heuvelman and the Other Party. The indemnification likewise entails all court costs and extrajudicial costs incurred by Heuvelman.



Clause 11: Cancellation

- 11.1 If the Other Party wants to cancel an Agreement, Heuvelman will bring a contractual fine into account as cancellation charges. Up to 10 days prior to implementation of the Agreement the fine amounts to 30% of the Price. Between 10 days and 24 hours prior to implementation of the Agreement the fine amounts to 50% of the Price. As from 24 hours prior to the implementation of the Agreement the full Price will be brought into account.
- 11.2 Cancellation occurs by means of registered post.

Clause 12: Dissolution, suspension and termination

- 12.1 In the following cases the claims by Heuvelman are immediately due:
- a. application is made for insolvency of the Other Party or a request for a suspension of payments is submitted;
 - b. the Other Party is placed under guardianship or is admitted to statutory debt restructuring as part of the Debt Management (Natural Persons) Act;
 - c. seizure is imposed on the Other Party;
 - d. the Other Party passes away;
 - e. the Other Party proceeds in a discontinuation or transfer of its company or an important part thereof, which is understood to include the transfer of its company to a company which already exists or is still to be established, or proceeds to amend the objectives of its company; or
 - f. the Other Party is in default in respect of compliance with the Agreement concluded with Heuvelman;
- and Heuvelman has the authority to suspend compliance with its obligations (in whole or in part) until the Other Party has secured compliance with its obligations or to dissolve the Agreement whereby the Other Party is liable for all the damages thus suffered or still to be suffered by Heuvelman.

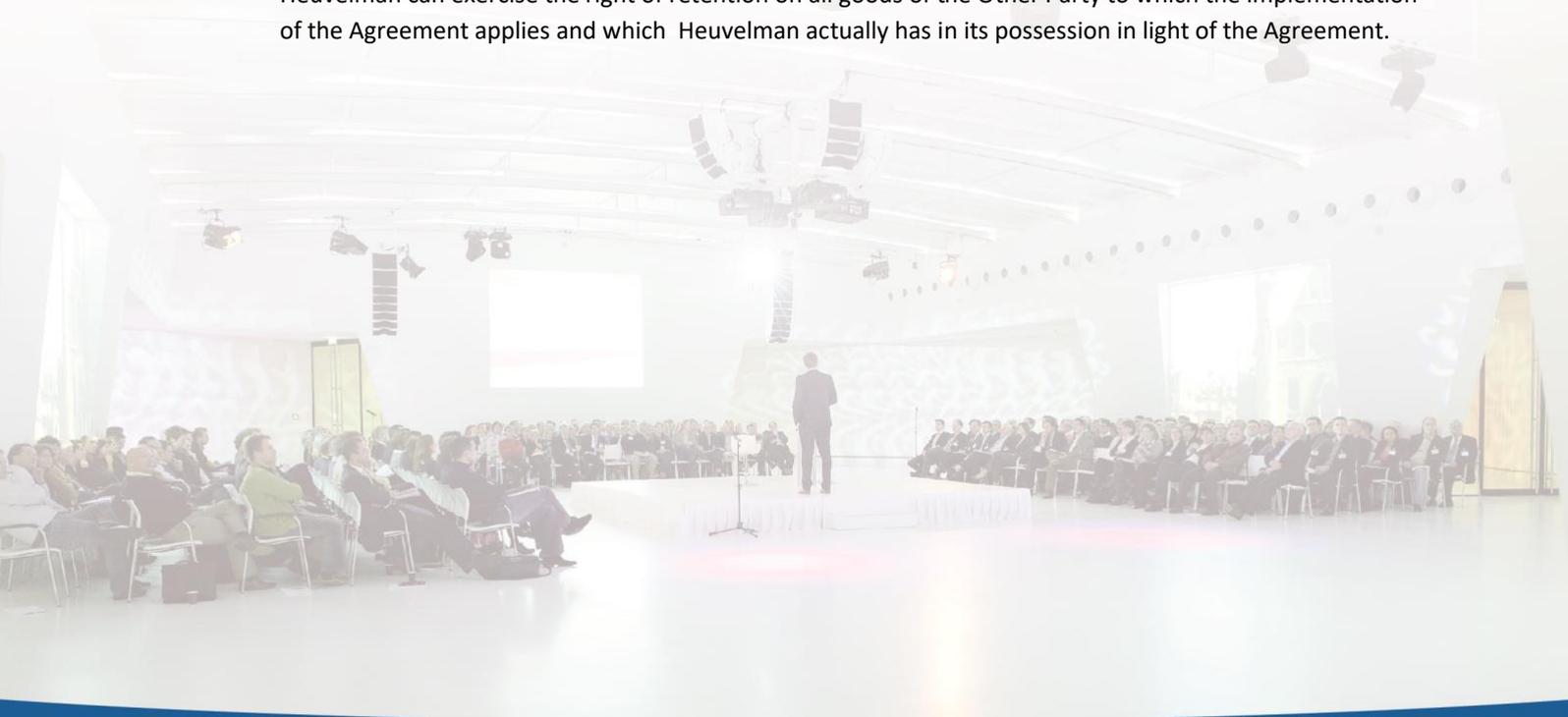


- 12.2 During the implementation of the Agreement, Heuvelman has the authority to suspend compliance with its obligations until the Other Party, at the request of and to the satisfaction of Heuvelman, has secured compliance with all its obligations in the Agreement. Refusal by the Other Party to bring about the desired security, gives Heuvelman the right to dissolve the Agreement, notwithstanding the right to full compensation of damages.
- 12.3 After conclusion of the Agreement, Heuvelman is authorised to suspend compliance with its obligations or to dissolve the Agreement, if it has well-founded reasons to fear that the Other Party will not comply in full or in good time to the obligations arising from the Agreement. In such case, dissolution / suspension is only permitted insofar as the shortcoming justifies it.
- 12.4 Furthermore, Heuvelman is authorised to cancel the Agreement immediately in writing if circumstances should occur which are of such a nature that compliance of the Agreement is impossible or no longer tenable according to standards of reasonableness and fairness or if other circumstances should occur which are of such a nature that an unaltered sustainment of the Agreement cannot reasonably be expected.



Clause 13: Retention of title / right of pledge / right of retention

- 13.1 All the Products delivered by Heuvelman remain the property of Heuvelman until the Other Party has paid the Price as well as any other claim by Heuvelman, as meant in Section 92 paragraph 2 of Book 3 of the Dutch Civil Code.
- 13.2 The Other Party is obliged to insure the Products delivered under retention of title and to keep same insured for loss caused by fire, explosion and flood damage, as well as against theft, and at the first request by Heuvelman to provide the policy of this insurance for inspection. The Other Party is obliged to pledge to Heuvelman all claims on the insurers with regard to the goods delivered under retention of title at the first request of Heuvelman in a manner prescribed in Section 239 of Book 3 of the Dutch Civil Code.
- 13.3 The Other Party is obliged to regard the goods delivered under retention of title as the property of Heuvelman.
- 13.4 The Other Party is not authorised to sell, to pledge nor to encumber in any way any of the Products which fall under the retention of title.
- 13.5 If third parties attach or want to establish or apply a right on the goods delivered under retention of title, then the Other Party is obliged to inform Heuvelman to this effect as soon as possible.
- 13.6 In the event that Heuvelman wants to exercise its property rights indicated in this clause, the Other Party now already grants unconditional and irrevocable permission to Heuvelman or a third party to be designated by them, to enter all those places where there are Heuvelman properties and also to take back those Products subject to paying Heuvelman a penalty of 20% per day of the new value of the Products.
- 13.7 The Other Party is furthermore obliged, at the first request on behalf of Heuvelman, to establish a right of pledge as meant in Section 239 of Book 3 of the Dutch Civil Code and the manner prescribed therein on the claims on third parties emanating from the sale of the Products delivered by Heuvelman or Services undertaken by Heuvelman.
- 13.8 If the Other Party does not pay in full or in part the Price or any other claim from Heuvelman, then Heuvelman can exercise the right of retention on all goods of the Other Party to which the implementation of the Agreement applies and which Heuvelman actually has in its possession in light of the Agreement.



Clause 14: Confidentiality

- 14.1 The Other Party and its personnel are bound to strict confidentiality with regard to all information regarding the Products, the Rented Goods and/or Services and the company of Heuvelman in the broadest sense of the word, which they may obtain in connection with the Agreement or its implementation, including the nature, reason and result of the activities carried out by Heuvelman. The Other Party guarantees compliance by its personnel with this obligation of confidentiality
- 14.2 If the Other Party does not or does not fully comply with the obligation as meant in paragraph 1 of this clause, due to this single fact it shall owe to Heuvelman per event an immediately payable penalty of EUR 25,000.00, notwithstanding Heuvelman's entitlement to claim full compensation for damages.



Clause 15: Intellectual property and copyrights

- 15.1 Heuvelman maintains the rights and competences that are vested in Heuvelman on the grounds of intellectual property rights and the Copyright Act.
- 15.2 All issued designs, sketches, drawings, files, software, audiovisual recordings, parts, brochures and Products sold and/or leased by Heuvelman are exclusively intended to be used by the Other Party and may not be duplicated, resold, processed, altered, copied, reproduced, published or made available to third parties by the Other Party without prior consent from Heuvelman, unless the nature of the Products or issued documents ensue otherwise.

Clause 16: Translations

- 16.1 Only the Dutch version of these Terms and Conditions is authentic. If a translation deviates in any manner whatsoever, the Dutch text prevails.

Clause 17: Applicable law and disputes

- 17.1 Dutch law is applicable to the legal relationship between Heuvelman and the Other Party.

The Vienna Sales Convention is excluded.
- 17.2 The Dutch court has exclusive jurisdiction. The District Court of Midden-Nederland is exclusively competent to take cognisance of any disputes arising between the parties.



Section II: Sale and delivery of Products

Clause 18: Product features and guarantee

- 18.1 The Products sold and delivered by Heuvelman possess such specifications and technical requirements as determined by the manufacturer of the Product and are free from Defects.
- 18.2 In the event that a Product shows any Defect, Heuvelman is never liable for more towards the Other Party than pursuant to the guarantee issued by the manufacturer in respect of the Product.
- 18.3 As long as the Other Party has not complied with its obligations emanating from the Agreement, it cannot invoke this guarantee provision.

Clause 19: Delivery, risk transfer and packaging

- 19.1 Delivery of Products takes place ex stock, unless parties have agreed to otherwise.
- 19.2 If Heuvelman delivers the Products, this shall take place each time to the delivery address last known at Heuvelman provided by the Other Party.
- 19.3 If Heuvelman takes care of delivery/dispatching of the Products, this shall take place entirely for the account and risk of the Other Party. The Other Party must take care of a reliable insurance cover of its own accord, unless the parties have agreed to otherwise. Heuvelman will bill the Other Party separately each time for associated costs like transportation costs, insurance costs, packaging costs, cash on delivery charges.
- 19.4 The Other Party must take delivery respectively take receipt of the Products immediately after completion.



- 19.5 If delivery of the Products has not been taken after completion or after lapsing of the term of delivery, the Products will (if storage facilities can allow it) be stored by Heuvelman for the account and risk of the Other Party. If deliveries are not taken in time, the Other Party forfeits an immediately due penalty of 10% of the Price and, after a period of three (3) days after the lapsing of the term of delivery, Heuvelman is entitled to dissolve the Agreement, notwithstanding Heuvelman's entitlement to compensation of damages and notwithstanding Heuvelman's entitlement to sell or lease the Products to third parties. The loss that Heuvelman suffers due to resale or lease, such as loss of turnover, amount to at least the total Price.
- 19.6 If the Other Party refuses to take receipt of the Products, then the claims by Heuvelman, including costs for transportation and storage are immediately due by the Other Party.
- 19.7 In the event of exporting abroad, payment must be received by Heuvelman in advance of delivery.
- 19.8 The Other Party guarantees that if an import certificate or import permit is required for exporting Products to the destination country, such import certificate or such an import permit has been or will be obtained prior to dispatch, on lack of proof thereof the Other Party is liable for any loss arising from this.
- 19.9 The risk of loss or damage to the Products is transferred to the Other Party at the time that these Products are legally and/or actually delivered to the Other Party and thus in the power of the Other Party or of a third party to be designated by the Other Party or, as the case may be, at the time that the Products are ready for delivery, after the Other Party has been informed hereof in writing.

Clause 20: Obligation to complain

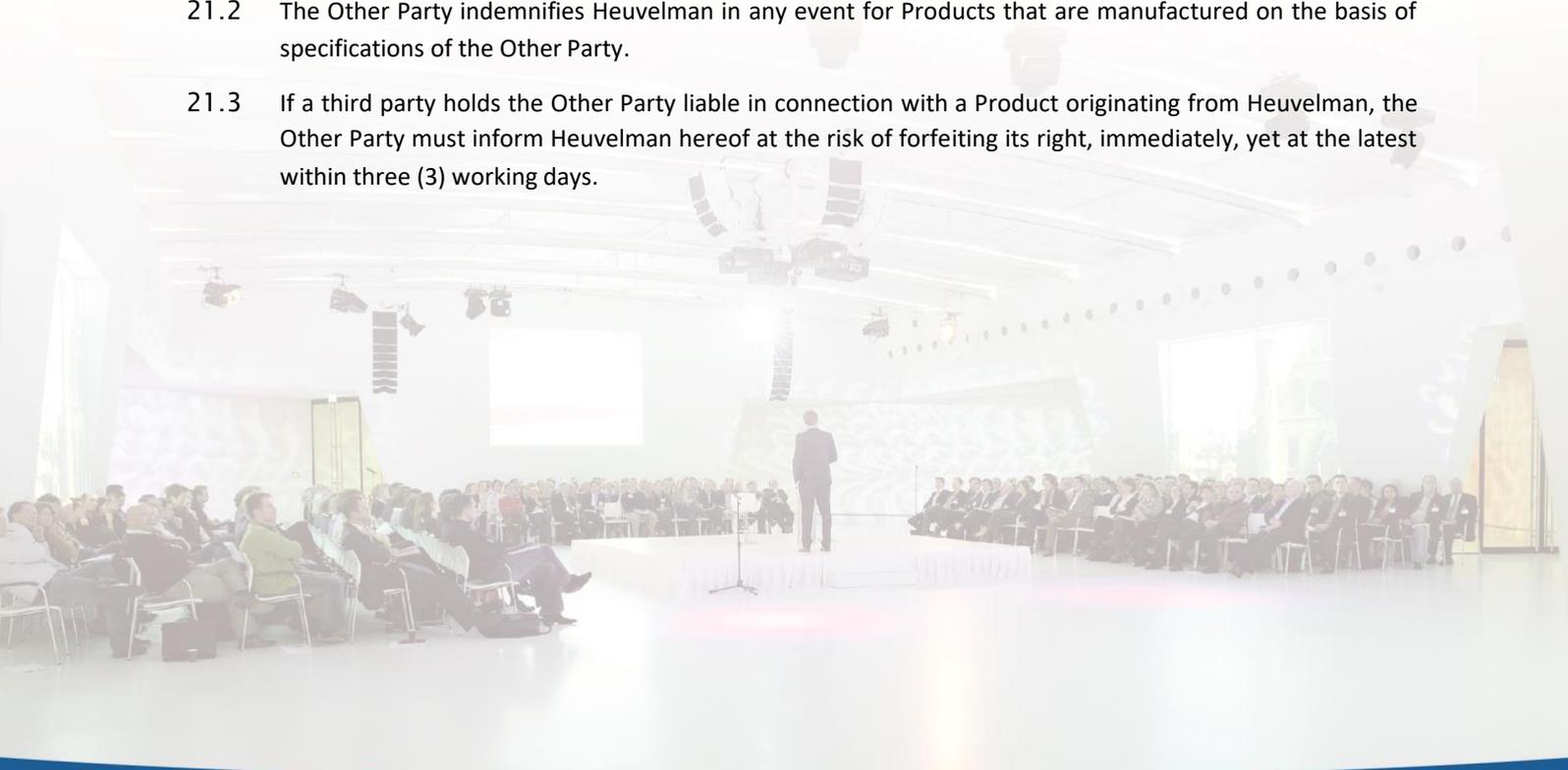
- 20.1 The Other Party is obliged, immediately after delivery, to inspect all the delivered Products for visible Defects. Visible Defects must immediately be notified in writing, in any event at least within twenty-four (24) hours after completion or delivery.
- 20.2 Latent Defects must be notified in writing to Heuvelman by the Other Party within fourteen (14) days after the Defects have been discovered or reasonably should have discovered



- 20.3 Complaints must include a description as detailed as possible of the Defect, so that Heuvelman is in a position to react adequately.
- 20.4 After the lapsing of the terms mentioned in clauses 20.1 and 20.2 the Other Party can no longer claim that the delivered Products are not compliant with the Agreement.
- 20.5 The following situations can never elicit a complaint:
- variances in colour, specification, amplification, weight and size of less than 10%;
 - any typographical, printing or writing errors in the Offer, at the internet site or in the price list.
- 20.6 A complaint does not prejudice the (remaining) obligations of the Other Party as part of the Agreement, such as but not exclusively the obligation to taking delivery and payment of the Product.
- 20.7 Damages to the packaging or Product must be noted on the packing slip/waybill on delivery and notified in writing to Heuvelman within 24 hours.
- 20.8 If the complaint is found to be valid by Heuvelman, then (at its discretion) Heuvelman will ensure replacement of the Product or will compensate the invoice value of the defective Product.

Clause 21: Liability

- 21.1 Heuvelman's liability towards the Other Party for the delivery of Products is limited to that which is determined in clause 10 of these Terms and Conditions. In addition to that which is determined in that clause, with regard to the delivery of Products it applies that Heuvelman is never liable for:
- damage as a result of disapproved raw materials or materials due to environmental legislation having been amended after the conclusion of the Agreement;
 - damage as a result of unlawful, inappropriate or unprofessional use or non-compliance with the user manual of the delivered Products by the Other Party or a third party.
- 21.2 The Other Party indemnifies Heuvelman in any event for Products that are manufactured on the basis of specifications of the Other Party.
- 21.3 If a third party holds the Other Party liable in connection with a Product originating from Heuvelman, the Other Party must inform Heuvelman hereof at the risk of forfeiting its right, immediately, yet at the latest within three (3) working days.



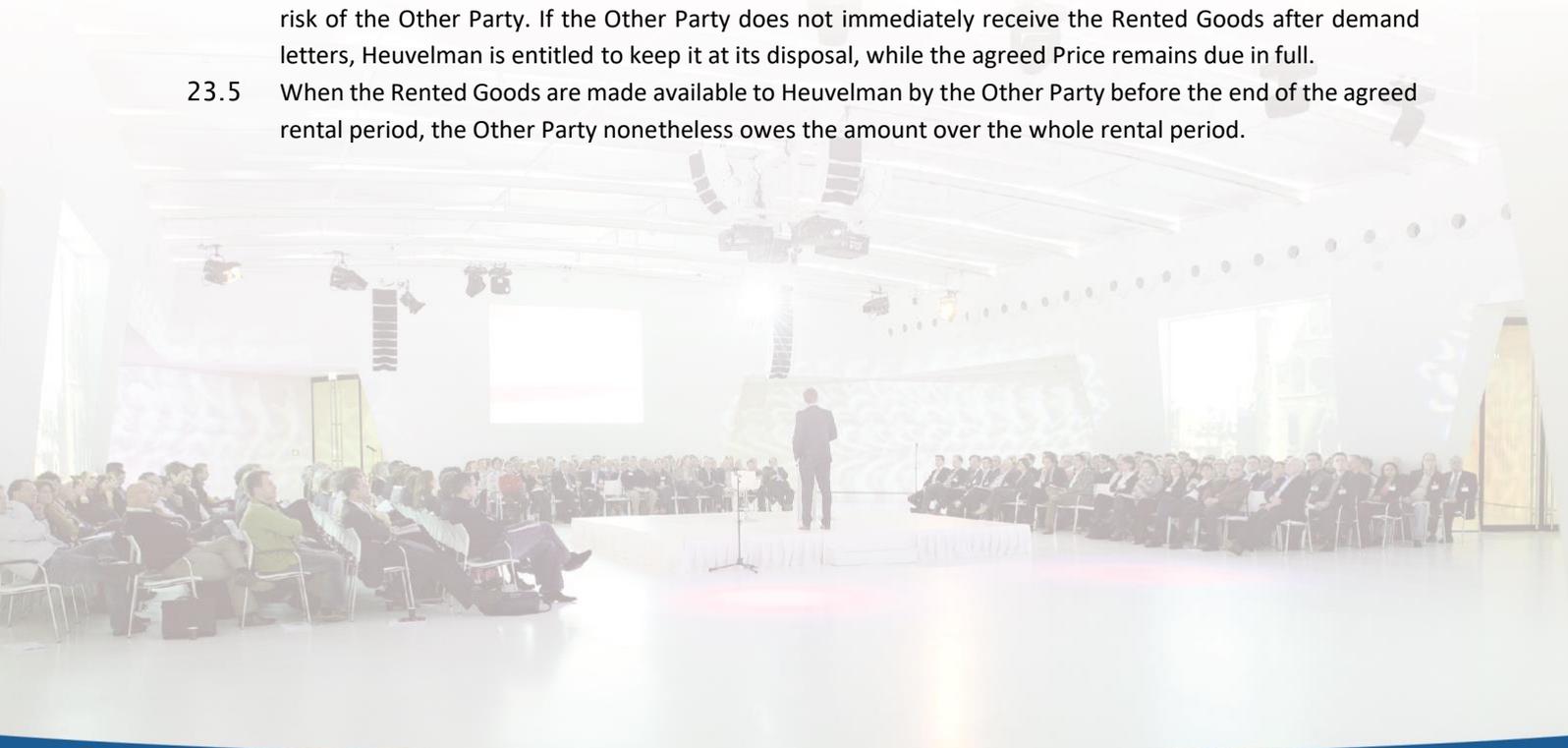
Clause 22: Cancellation

- 22.1 In contrast to that which is determined in clause 11 of the general provisions of these Terms and Conditions, cancellation by the Other Party of an Agreement concluded with Heuvelman in respect of Products that have specifically been ordered by the Other Party and/or have been purchased and/or manufactured in accordance with specifications from the Other Party, whether processed or reprocessed, cannot be accepted. The Other Party is bound to take delivery of these Products and to pay the selling price to Heuvelman.
- 22.2 If a Product is (temporarily) not deliverable, the Other Party receives notification hereof from Heuvelman at the latest one month after the coming about of the Agreement in this respect. In such event the Other Party can cancel the purchase of the Product at no charge. If the Other Party has already paid Heuvelman for the Product, a refund will be paid to the Other Party or a settlement will take place.

Section III: Rental of Products

Clause 23: Commencement of rental

- 23.1 The Agreement is concluded for a period determined by the parties.
- 23.2 On commencement of the rental period Heuvelman makes the Rented Goods available to the Other Party.
- 23.3 The Other Party must collect the Rented Goods at the arranged place of delivery, except in the event that, aside from rental, service is also agreed to.
- 23.4 If the Rented Goods are not received at the agreed time for any reason, the Other Party nonetheless owes the amount over the whole rental period while the Rented Goods are kept available for the account and risk of the Other Party. If the Other Party does not immediately receive the Rented Goods after demand letters, Heuvelman is entitled to keep it at its disposal, while the agreed Price remains due in full.
- 23.5 When the Rented Goods are made available to Heuvelman by the Other Party before the end of the agreed rental period, the Other Party nonetheless owes the amount over the whole rental period.



Clause 24: Use

- 24.1 The Other Party is bound to use the Rented Goods in accordance with the use that parties have agreed to as well as in accordance with applicable regulations and thus does not encroach on the rights of third parties.
- 24.2 During the rental period the Other Party is bound to use, maintain and to secure the Rented Goods against theft and damages, as a good lessee should.
- 24.3 During the rental period all possible necessary repairs will be carried out by or on behalf of Heuvelman. The Other Party may only (have) possible repairs carried out by skilled personnel after prior written permission from Heuvelman, whereas only original parts may be used.
- 24.4 During the rental period Heuvelman is allowed, at all times, to check the manner of use of the Rented Goods. At the first request, the Other Party must immediately grant access to the area where the Rented Goods are situated.
- 24.5 Without express written permission from Heuvelman, the Other Party is not authorised to allow use of, to sell or to sublet the Rented Goods to any third party, nor to transfer any right in the Agreement in whole or in part to third parties.



Clause 25: Risk

25.1 During the entire rental period the full risk of the Rented Goods is for the account of the Other Party, notwithstanding through which event, action or negligence any damage would have been caused, neither in the case of force majeure. The Other Party is obliged to compensate all damages to the Rented Goods on the basis of the new value.

Clause 26: Cancellation

- 26.1 In addition to that which is determined in clause 11 of the general provisions of these Terms and Conditions, for the conclusion of an Agreement specifically in respect of the rental, the following cancellation provisions apply.
- 26.2 Cancellation of the Agreement must take place by registered post. On cancellation up to ten (10) days prior to commencement of the rental period the Other Party owes 30% of the rental price to Heuvelman. On cancellation in the period between ten (10) working days and 24 hours prior to commencement of the rental period the Other Party owes 50% of the rental price to Heuvelman. On cancellation within 24 hours prior to commencement of the rental period, the Other Party owes the full rental price to Heuvelman, unless parties have agreed to otherwise in writing.

Clause 27: Obligation to complain

- 27.1 The Other Party is obliged to inspect the Rented Goods immediately after same has been made available by Heuvelman. If the Other Party does not make use of this, the Rented Goods will be considered as being delivered in a good condition, complete and as arranged. Visible Defects must be notified in writing immediately to Heuvelman, in any event at least within two (2) hours after having been made available.
- 27.2 Latent Defects to the Rented Goods must be notified in writing to Heuvelman by the Other Party within six (6) hours after the Defects have been discovered or reasonably should have been discovered.
- 27.3 Complaints must include a description as detailed as possible of the Defect, so that Heuvelman is in an position to react adequately.
- 27.4 After the lapsing of the terms mentioned in clauses 27.1 and 27.2 the Other Party can no longer claim that the delivered Products are not compliant with the Agreement.
- 27.5 The following situations can never elicit a complaint:
- variances in colour, specification, amplification, weight and size of less than 10%;
 - any typographical, printing or writing errors in the Offer, at the internet site or in the price list.
- 27.6 A complaint does not prejudice the (remaining) obligations of the Other Party as part of the Agreement, such as the obligation to take delivery and payment of the Rented Goods.
- 27.7 If the complaint is found to be valid by Heuvelman, then (at its discretion) Heuvelman will ensure replacement of the Rented Goods or will compensate the rental price of the Rented Goods.

Clause 28: Termination of rental

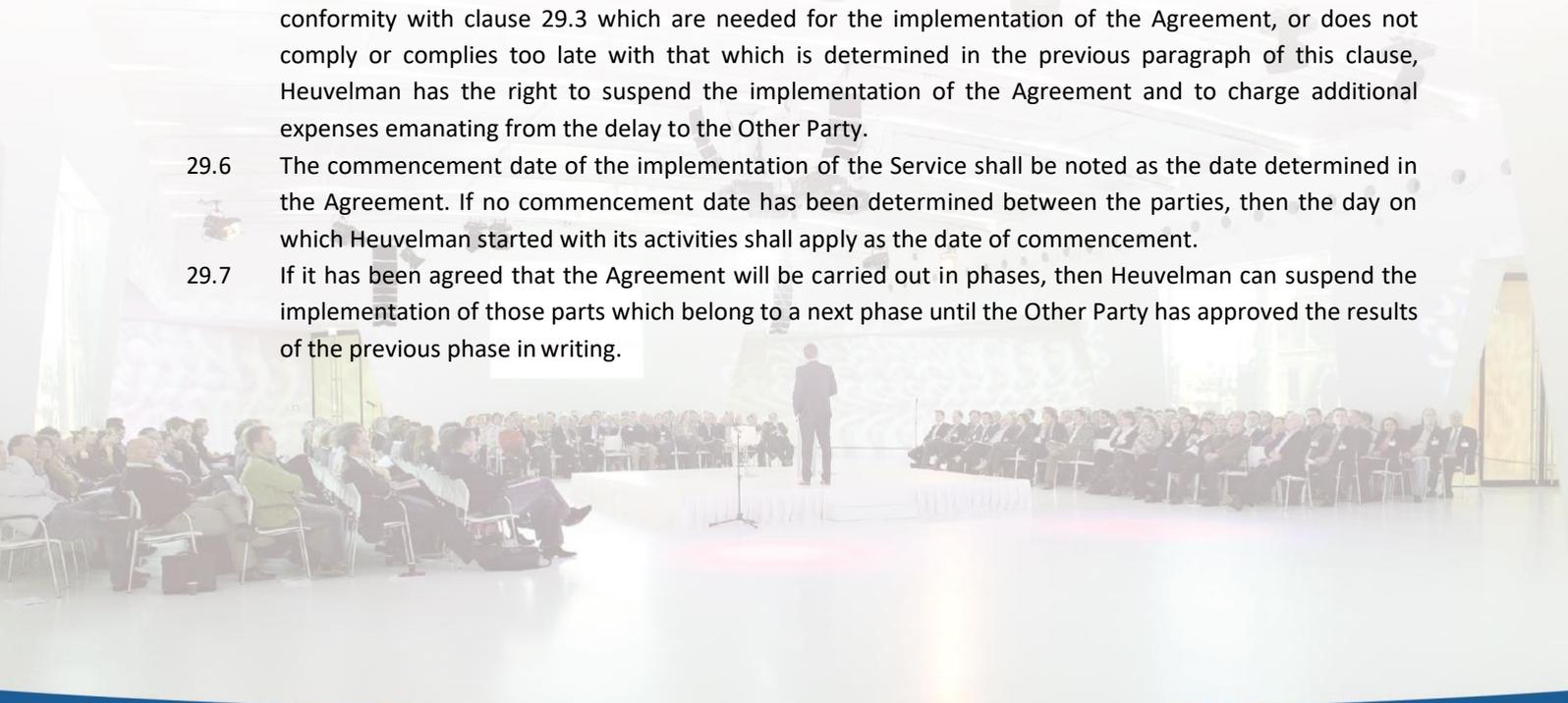
- 28.1 After termination of the rental period the Other Party is obliged to make the Rented Goods, as well as all its associated documentation and accessories available, complete in its original and clean state to Heuvelman, except in the event that, aside from rental, service is also agreed upon.
- 28.2 If the Other Party omits to comply with the obligation in paragraph 1 of this clause, the Other Party is responsible for all damages derived from it on the part of Heuvelman.

Section IV: Supply of services

A) General provisions

Clause 29: Implementation, commencement, postponement

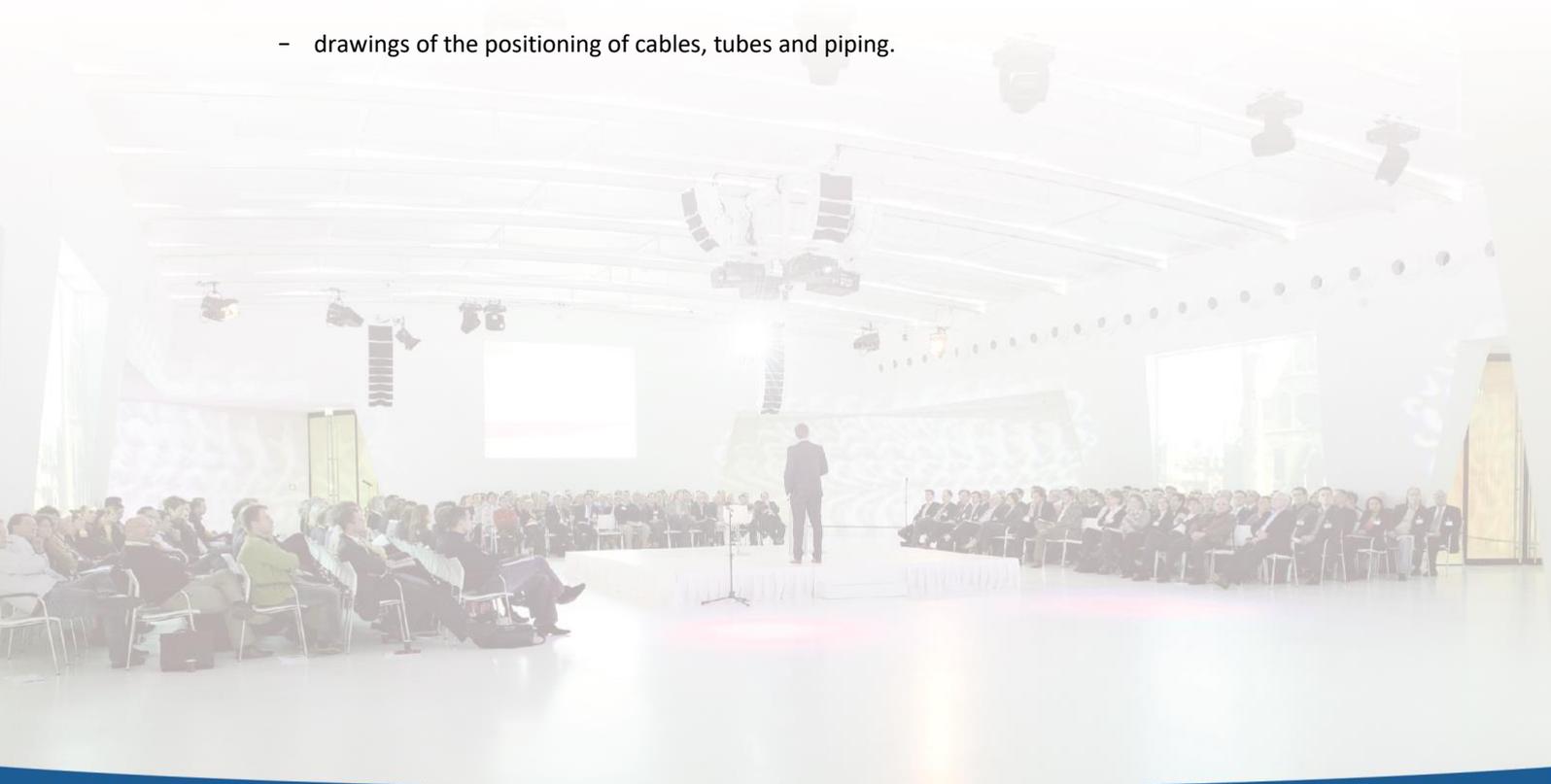
- 29.1 Heuvelman shall implement the Agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship. The Services undertaken by Heuvelman are expressly only directed towards the Other Party and not to a third party concerned with the Other Party.
- 29.2 The Service will be carried out as described in the Offer or Agreement. Where necessary it contains the instructions for operating the Product. Heuvelman determines the extent and duration of the instruction and is not liable in that connection. An alleged omission in the instruction does not lead to Heuvelman's liability.
- 29.3 The carrying out of the Service occurs on the basis of data, calculations and documents issued by or on behalf of the Other Party. Under all circumstances the Other Party is responsible for the accuracy and completeness of the data, calculations and documents provided by it. Heuvelman is not liable for mistakes in the recommendations made as a result thereof.
- 29.4 If the Other Party carries out delivery of certain materials and/or the implementation of certain parts of the Service of its own accord, the Other Party is liable for the late supply or late implementation thereof.
- 29.5 If the Other Party does not issue the data, information and approvals in good time to Heuvelman in conformity with clause 29.3 which are needed for the implementation of the Agreement, or does not comply or complies too late with that which is determined in the previous paragraph of this clause, Heuvelman has the right to suspend the implementation of the Agreement and to charge additional expenses emanating from the delay to the Other Party.
- 29.6 The commencement date of the implementation of the Service shall be noted as the date determined in the Agreement. If no commencement date has been determined between the parties, then the day on which Heuvelman started with its activities shall apply as the date of commencement.
- 29.7 If it has been agreed that the Agreement will be carried out in phases, then Heuvelman can suspend the implementation of those parts which belong to a next phase until the Other Party has approved the results of the previous phase in writing.



- 29.8 Notwithstanding that which is stipulated elsewhere in these Terms and Conditions in connection with the implementation period, the implementation period will be extended by the duration of the delay that comes about on the part of Heuvelman as a result of the non-compliance by the Other Party to any obligation arising from the Agreement or from its required cooperation in respect of the implementation of the Agreement, or force majeure, or an amendment in the Agreement.
- 29.9 In the event of delay/overrun of the implementation time, Heuvelman is never liable for damages towards the Other Party.
- 29.10 If the commencement or progress of the implementation of the Service is delayed due to factors for which the Other Party is responsible, then the damages and costs arising for Heuvelman must be compensated by the Other Party.
- 29.11 With the exception of gross negligence and/or an intentional act by the supervising management of Heuvelman, the overrunning of the implementation period does not give the Other Party any right to whole or partial dissolution of the Agreement. Overrunning of the implementation period for whatsoever reason, does not give the Other Party the right to carry out or have carried out activities for the implementation of the Agreement.

Clause 30: Obligations of the Other Party

- 30.1 In addition to that which is determined in clause 6 of the general provisions of these Terms and Conditions the Other Party is bound to bring and to keep the place where the Service must be carried out in such a condition, that the Service can be carried out, subject to assessment by Heuvelman. In that respect the Other Party must ensure – for its own account and risk – that, insofar as in necessary, Heuvelman in any event has the following available in good time:
- clean and freely accessible areas where the Service must be implemented;
 - adequate opportunity for the supply, storage and/or discharge of materials and resources;
 - connection possibilities for equipment;
 - drawings of the positioning of cables, tubes and piping.



30.2 The Other Party takes care of:

- the removal of obstacles which influence the implementation of the Service;
- adequate safety measures for the implementation of the Service.

30.3 If and insofar as activities fall under the Service, which, due to circumstances that are not attributable to Heuvelman, cannot be implemented within the framework of the relevant Service, the Other Party owes the amount agreed to in full to Heuvelman.

Clause 31: Amendment of the Agreement, contract variations

31.1 If, after conclusion of the Agreement it appears that for a proper implementation of the Agreement it is necessary to amend or to supplement same, Heuvelman is entitled to one-sidedly amend the Agreement. As far as possible Heuvelman will provide prior notification to the Other Party hereof.

31.2 If Heuvelman adapts the Agreement in accordance with the previous paragraph, then it is entitled to first implement same only after approval has been given by an authorised person within the Other Party, and the Other Party has approved the Price given for the adaptation. The non-implementation or not immediate implementation of the amended Agreement does not constitute a failure to perform by Heuvelman and for the Other Party it is not a ground to terminate, cancel or dissolve the Agreement.

31.3 Aside from that which is determined in paragraph 1 of this clause and at Heuvelman's own choice, Heuvelman is entitled to terminate the Agreement if it is apparent for a proper implementation that it is necessary to amend or to supplement the Agreement. In such event the Other Party is bound to compensate Heuvelman for the activities undertaken up to that point in time.

31.4 If Heuvelman has to draw up new drawings, plans, calculations, etc. for an amendment in the Agreement, Heuvelman shall charge the relevant costs associated with it to the Other Party.



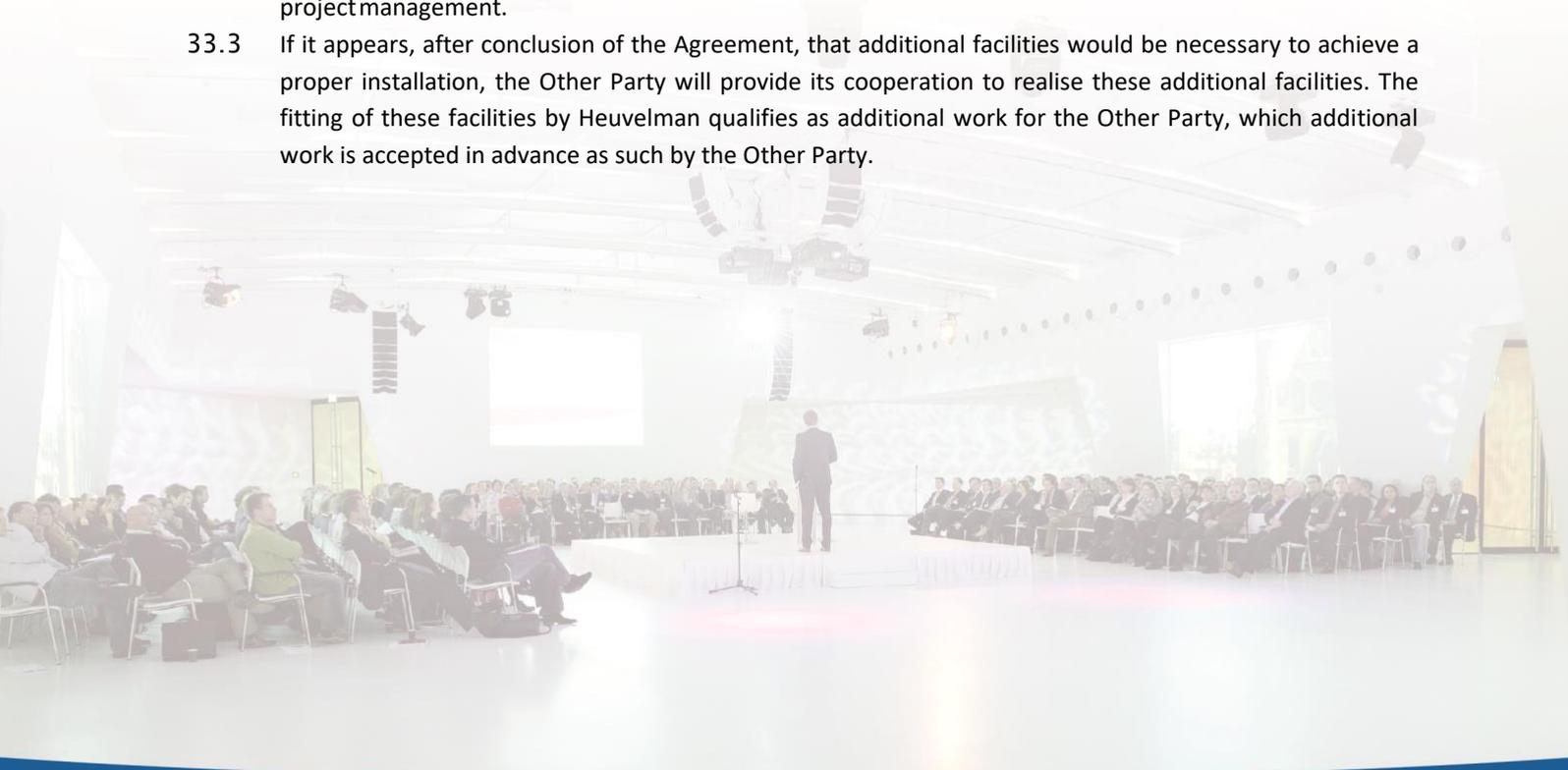
Clause 32: Delivery, obligation to complain

- 32.1 The Other Party is obliged, immediately after (completion or) delivery, to inspect the undertaken Service. Within five (5) days after inspection the Other Party must notify Heuvelman in writing whether the undertaken Service shows any Defects or whether it will be approved. If the Other Party withholds its approval, then it notifies which Defects are the cause for it withholding the approval. If the Service is approved, then the day of approval is designated as the day on which the relevant notification is submitted to Heuvelman.
- 32.2 If notification as meant in paragraph 1 of this clause is not submitted in writing within five (5) days after the inspection, then the Service is considered as being approved. The Service is furthermore considered to be approved if and insofar as it is being used.
- 32.3 Minor Defects that can be repaired within a period of one (1) month after inspection of the Service will not be a reason for withholding approval, on the proviso that it does not obstruct a possible putting into operational service. Heuvelman will restore the Defects mentioned in this paragraph as soon as possible.

B) Additional provisions in respect of specific Services

Clause 33: Installation

- 33.1 The installation activities will be quoted at all times and incorporated in the Agreement on the basis of a preliminary calculation, unless Heuvelman notifies otherwise in writing.
- 33.2 Installation activities are understood to be all activities that must be implemented by Employees on behalf of the Other Party in order to accomplish that the Products are installed in a proper and sound manner in conformity with the Agreement. Among other things, this includes fitting, testing, adjusting, drawings and project management.
- 33.3 If it appears, after conclusion of the Agreement, that additional facilities would be necessary to achieve a proper installation, the Other Party will provide its cooperation to realise these additional facilities. The fitting of these facilities by Heuvelman qualifies as additional work for the Other Party, which additional work is accepted in advance as such by the Other Party.



Clause 34: Maintenance

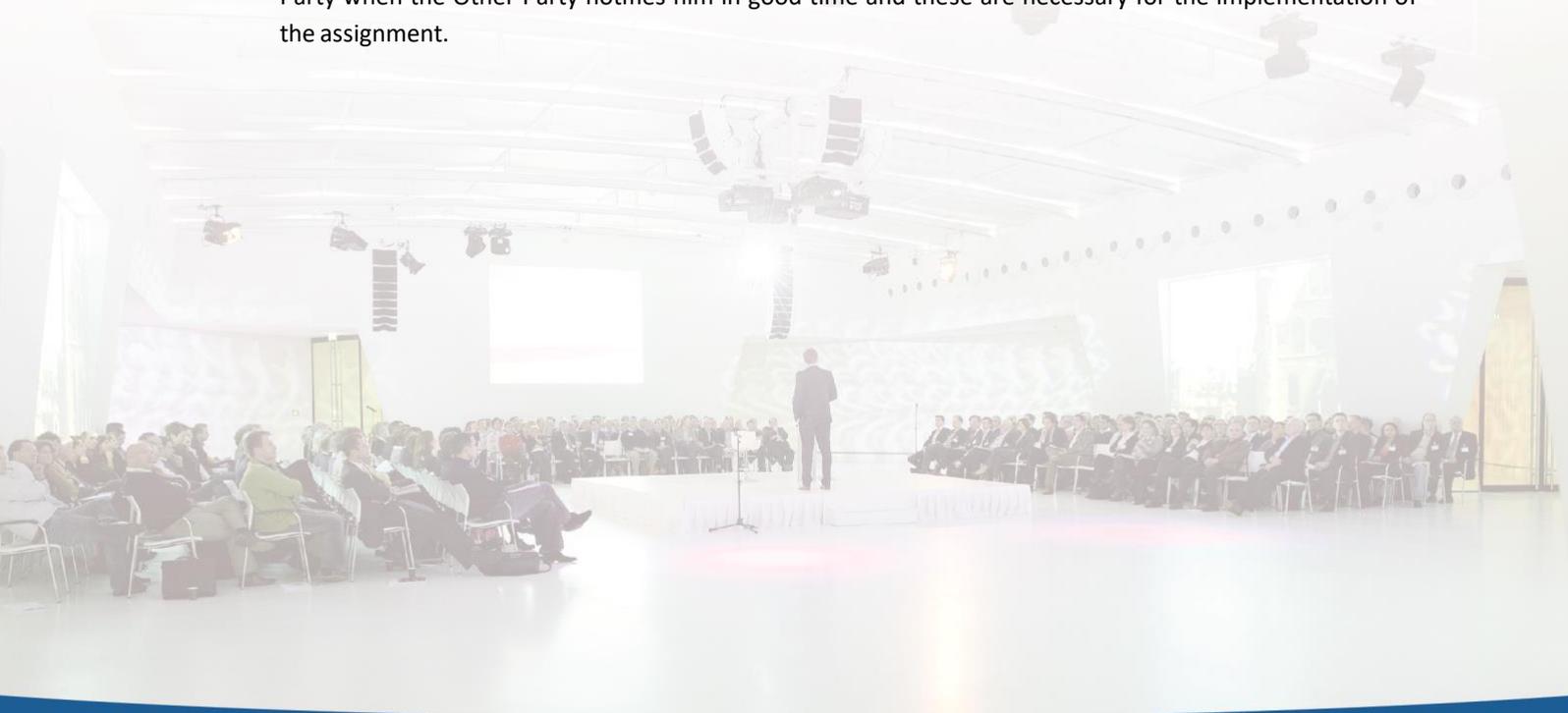
- 34.1 For the maintenance, the parties could conclude a Service Level Agreement (hereafter referred to as: "SLA"). If the parties do not conclude an SLA, the Other Party must pay all the costs for maintenance to Heuvelman.
- 34.2 An SLA is concluded for the duration of at least one (1) year. The amount for this will be brought into account in advance.
- 34.3 Maintenance specifically excludes the repair or overhauling of the Product, if same is the result of:
- incompetent or improper use of the Product;
 - electrical power failure, fire and theft, flood damage, strikes, or other causes through external forces;
 - the inaccurate execution of the documentation issued to the Other Party, daily maintenance insofar as same must be undertaken by the Other Party or the non- timely detection by the Other Party of the improper functioning of the Product;
 - changes in the location where the Product was originally placed, unless this placement takes place by Heuvelman or on Heuvelman's instruction.
- 34.4 Repairs as a result of maintenance only take place on the basis of retrospective settlement.
- 34.5 If, after the repair assignment has been issued, the actual costs threaten to exceed the estimated costs excessively or when the assumed costs are not in a reasonable proportion to the value of the Product, Heuvelman shall, prior to carrying out the repair (further), consult with the Other Party. If the Other Party has not decided or is not available within two (2) days after consultation, Heuvelman will not carry out the repairs further. If the implementation is discontinued, Heuvelman is not bound to compensate any damages to the Other Party. On discontinuation of the implementation, activities already carried out by Heuvelman will be brought into account in full to the Other Party, unless the parties have agreed to otherwise.



- 34.6 Repaired Products are made available to the Other Party in Heuvelman's warehouse, where the Other Party can inspect the repaired Product on collection. For repairs, no further guarantee provisions are applicable, with the exception of the normal guarantee on newly fitted parts, insofar as they do not involve electronic parts.
- 34.7 Unless agreed to otherwise, the Other Party cannot terminate the fixed-term SLA in the interim.
- 34.8 The Other Party can only terminate the SLA at the end of the period in writing taking a term of notice of two (2) months into consideration. If the fixed-term SLA is not terminated, this SLA will automatically be extended by the same period.
- 34.9 Heuvelman is authorised to terminate the SLA in the interim taking a term of notice of one (1) month into consideration. In consultation with the Other Party, Heuvelman will take care of the transfer of activities still to be carried out to third parties, unless there are facts and circumstances on which the termination is based which are attributable to the Other Party.
- 34.10 An SLA which has been entered into for an unspecified period can be terminated by the parties at all times in writing, taking a term of notice of two (2) months into consideration.

Clause 35: Secondment of an Employee

- 35.1 The Price for hiring an Employee will be brought into account to the Other Party on the basis of retrospective settlement at a fixed hourly rate.
- 35.2 It is only possible to hire an Employee for one or more period(s) of four consecutive hours. Also, when the Employee works less than four hours in a period of four hours, Heuvelman is entitled to charge four hours to the Other Party.
- 35.3 The Employee shall implement the Agreement to the best of his knowledge and ability and in accordance with the requirements of good craftsmanship and implement same at the risk and for the responsibility of the Other Party.
- 35.4 The Employee will, in reasonableness, carry out the assignment and follow the instructions from the Other Party when the Other Party notifies him in good time and these are necessary for the implementation of the assignment.



- 35.5 If a difference of opinion comes about between the Other Party and the Employee on the implementation of the assignment or the Employee reports in sick, then the Other Party must notify this immediately to Heuvelman. If necessary, Heuvelman will take care of a substitute.
- 35.6 The Other Party, in turn, may never make the Employee available to third parties. This prohibition also applies for a third party with which the Other Party is partnered in a group, or in the event that the third party is a parent company or sister company of the Other Party.
- 35.7 In accordance with Section 658 of Book 7 of the Dutch Civil Code the Other Party is obliged to guarantee the safety of the Employee and to prevent the Employee suffering any damage in any manner whatsoever. In the event of an industrial accident or occupational disease, the Other Party must engage all the authorised institutions in conformity with the current regulations at that time. With the exception of intentional or deliberate recklessness of the Employee, the Other Party is bound to compensate all the damages suffered by the Employee in the carrying out of his activities, which includes legal and extrajudicial costs. If the Employee passes away, the damages including the compensation of damages due to lost financial support and the compensation for funeral arrangements will be compensated to the rightful claimant as described in Section 108 of Book 6 of the Dutch Civil Code.
- 35.8 If the Employee suffers damages because a property belonging to the Employee is damaged or destroyed during the implementation of the assignment, the Other Party is bound to fully reimburse the Employee, including the legal and extrajudicial costs incurred by the Employee.
- 35.9 Liability by Heuvelman for damages caused by the Employee to the Other Party or third parties, is expressly excluded. If Heuvelman is held liable for any damages caused by the Employee, the Other Party indemnifies Heuvelman for such liability.
- 35.10 The Other Party is obliged to be adequately insured for liability and possible indemnification of Heuvelman on the grounds of this clause. The Other Party is obliged, at the first request by Heuvelman, to make the policy of this insurance available.
- 35.11 Heuvelman is never liable as part of the liaison undertaken or established by the Employee with the Other Party or third parties. The Other Party indemnifies Heuvelman for all claims regarding this, including the liability of Heuvelman as the employer of the Employee.
- 35.12 The Other Party is not authorised, without written consent from Heuvelman, to conclude an employment relationship with an Employee during and within 1 year after completion of the secondment.
- 35.13 If the Other Party does conclude a direct (or indirect) employment relationship with an Employee without consent from Heuvelman, the Other Party must compensate to Heuvelman at least six times the Employee's gross monthly salary on the basis of a 40- hour working week. In addition, the Other Party is obliged to fully comply with its obligations pursuant to the Agreement between the parties.

These Terms and Conditions were filed at the Chamber of Commerce on January 1, 2016