



A. GENERAL TERMS AND CONDITIONS Kleinveld B.V.

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Kleinveld B.V. is a specialist in the field of foundation technology, and vertical and horizontal transport. Kleinveld B.V. is capable of performing (partial) assignments, undertaking complete projects and maintaining supplied equipment. These General Terms and Conditions have been formulated to create transparency about the rights and obligations of parties when providing and acquiring services in contracts with Kleinveld B.V. or one of its affiliated legal entities, hereinafter referred to as Kleinveld.

Article 1. Applicability of general and special terms and conditions

- a. These General Terms and Conditions consist of (A) Standard Terms and Conditions and (B) Special Terms and Conditions I, II and III. Depending on the nature of the order or activities, or any part thereof which can reasonably be regarded as independent, the Special Terms and Conditions will apply in addition to the Standard Terms and Conditions. When Special Terms and Conditions are applicable, they will prevail over these Standard Terms and Conditions in respect of subjects or parts of subjects that conflict with the Standard Terms and Conditions. Where subjects or parts thereof dealt with in the Special Terms and Conditions do not conflict with subjects already dealt with in the Standard Terms and Conditions, the relevant provisions of the Special Terms and Conditions will always be treated as an addition to the provisions of the Standard Terms and Conditions. If it is not apparent from the order or activities which Special Terms and Conditions are applicable, or if this cannot reasonably be ascertained, or if the Special Terms and Conditions are ineffective for any reason whatever, the Standard Terms and Conditions will always apply.
- b. The terms and conditions referred to in article 1, paragraph a apply to all quotes made by Kleinveld, as well as all agreed contracts and performed physical and legal actions. A copy of these terms and conditions can be downloaded free of charge at www.wkleinveld.nl/voorwaarden.html and can also be sent free of charge at the first time of asking. The applicability of all other terms and conditions is hereby explicitly excluded.
- c. If one or more provisions in these General Terms and Conditions are, or at any time become, null and void, then other provisions in these General Terms and Conditions will remain in full effect. In this case, parties will consult each other to agree new provisions to replace the null and void provisions, whereby the aim will be to match the purpose and nature of the original provisions.

Article 2. Definitions

Working day: every day of the week except Sundays, as well as generally acknowledged Christian and national holidays

Week: days from Monday to Saturday

Client: the natural person or legal entity under whose assignment and/or for whom activities are being carried out

Party: the Client as well as Kleinveld B.V.

Load: all goods that are offered for safe-keeping and storage by way of horizontal or vertical transport

Article 3. Offer and acceptance

- a. Written quotes by Kleinveld are valid for a period of 30 days.
- b. Quotes do not include:
 - turnover tax (VAT)
 - all other taxation
 - travel and accommodation costs
 - extra or reduced work
 - costs associated with force majeure
 - penalties or fines issued by the government
 - other costs charged by the government
 - extra insurance

Article 4. Risk arrangement

- a. Prices mentioned in quotes are based on taxes, material and raw material prices and other costs that apply on the date of the offer. Quotes are based on activities being carried out on normal working days, and under normal circumstances and normal working conditions.
- b. If the cost price of one or more elements of the Contract Price over which Kleinveld has no influence rises substantially after the date of conclusion of the Contract, Kleinveld will be entitled to increase the Contract Price accordingly. To qualify as substantial a price rise must be at least 5% (five per cent).

Article 5. Obligations of parties

- a. The Client must guarantee the accuracy, correctness and completeness of documentation and information supplied by him or on his behalf.
- b. The Client indemnifies Kleinveld for all consequences resulting from the inaccuracy, incorrectness and incompleteness of documentation and information made available by the Client.
- c. Parties will check documentation supplied by the counter party for errors, omissions and ambiguities. However, the Client will at all times be and remain responsible and liable for the consequences of errors, omissions and/or ambiguities in this documentation.
- d. The Client will guarantee the structural integrity of the Load, including the suitability of the Load for the method used during the activities. Unless explicitly agreed otherwise, Kleinveld will not be responsible for the structural integrity of the Load or for the suitability of the Load for the method used.
- e. The Client is responsible for checking what the soil pressures will be during the activities and guarantees that the soil can withstand the requisite soil pressure. The Client is liable for all consequences, loss, damage and/or costs that arise if it transpires that the soil is unable to withstand the soil pressure during the activities.
- f. Unless expressly agreed otherwise, the Client is responsible for obtaining all permits, licences, road closures and other approvals which are necessary for the Project, the Work and the Location and will arrange for these to be obtained.
- g. The Client must ensure that the Location is properly accessible, that the Equipment can be mobilized properly and safely and that the Project, the Hire and/or the Services can start on the agreed date and can be performed without interruption or hindrance.
- h. Unless expressly agreed otherwise, the Client is responsible for providing sound hoisting, anchor, jacking and/or lashing points, which should be sufficiently strong for the performance of the Work.

- i. The Client must provide good working conditions at the Location (in particular as regards health and safety) and ensure that they are completely in accordance with the required criteria and with local regulations and requirements.
- j. The Parties will supply each other, free of charge, with all information that is reasonably necessary in connection with the performance of the Contract, including – but not limited to – relevant technical documentation.
- k. The Parties must comply with all laws, rules, regulations, decisions, orders and/or other requirements and instructions of government and/or other authorities.

Article 6. Performance

- a. Kleinveld is at all times entitled to have services and/or rental fully or partly carried by third parties. Articles 7:404, 7:407 para. 2 and 7:49 of the Dutch Civil Code are explicitly excluded in this case.
- b. If the afore mentioned third parties are ever held non-contractually liable for the activities assigned to them by Kleinveld, they will be entitled to invoke all provisions in the General Terms and Conditions of Kleinveld concerning the exclusion or limitation of liability and concerning governing law and jurisdiction.
- c. Under no circumstances will Kleinveld be obligated to carry out activities, instructions and/or directions given by any other party if, in the reasonable opinion of Kleinveld, their execution is unsafe and/or could present potential risks to - though not restricted to - people, the environment or property.

Article 7. Liability

- a. If a contract attributes liability to Kleinveld, this liability will be restricted to any events, loss, costs or damage that has been directly caused by the actions or negligence of Kleinveld or its sub-contractors. Except in the event of deliberate or gross negligence, the liability of Kleinveld will be restricted to the invoice value of the concerned assignment or, in case of a partial assignment, the invoice value of the partial assignment or, in case of monthly billing, the invoice value of the concerned month, with a maximum of one month.
- b. Parties are not liable for each other's consequential damage unless this has been caused by deliberate or gross negligence.
- c. With the exception of the insurance excess as provided for in paragraph 8.b, the Client will be fully liable – and Kleinveld will under no circumstances be liable – for any occurrence, loss, costs or damage which come(s) or should come under the cover of the insurance policy or policies taken out by the Client and/or the Client Group as provided for in paragraph 8.b.
- d. Unless expressly provided otherwise in the Special Terms and Conditions or the Contract, neither Party will be liable to the other Party for any loss of profit, loss of use, loss of contracts and/or economic loss and/or for any indirect damage and/or for multiple damages and/or punitive damages. Damage or loss suffered by the Client Group as referred to in this paragraph will be treated as damage or loss suffered by the Client. Damage or loss suffered by Kleinveld Group as referred to in this paragraph will be treated as damage or loss suffered by Kleinveld. The Parties will indemnify each other accordingly.
- e. Under no circumstances will liability in the insurance policy mentioned under 8.b amount to more than EUR 25,000 (twenty-five thousand Euro) per event.
- f. Under no circumstances will Kleinveld be liable for any loss, costs or damage suffered as a consequence of delay in performance by Kleinveld.
- g. The Client will indemnify, defend and hold harmless Kleinveld and its Personnel and subcontractors against and in respect of all claims, demands, actions and proceedings which are made and/or instituted against Kleinveld and/or its Personnel and/or Kleinveld's subcontractors in respect of any occurrence, loss, costs, penalties or damage for which the Client is liable under the General Standard Terms and Conditions and the Contract. Without prejudicing all other provisions in these General Terms and Conditions, the liability of Kleinveld will never exceed EUR 5,000,000.

Article 8. Insurances

- a. During the term of the Contract Kleinveld will take out and maintain liability insurance providing cover of EUR 2,500,000 (two million five hundred thousand euros) per occurrence for property damage and personal injury caused by any act or omission on the part of Kleinveld. A claim under this insurance may be made only if Kleinveld is liable under these General Standard Terms and Conditions and/or the Contract.
- b. The Client guarantees that he will take out and maintain primary transport, CAR (Construction All Risks), EAR (Erection All Risks) or comparable insurance during the course of the contract, project, services, rental and works - and Garage insurance or similar in case of maintenance, which at least provides adequate cover for loss of equipment and/or property damage and/or personal injury caused to or by the load and/or works. The insurance should provide cover at the location and during transport and other movements.
- c. The Parties must also take out all compulsory insurance as required by law.
- d. The insurance referred to in paragraph 8.b will in all cases be deemed to be the primary insurance in relation to the policies taken out by Kleinveld and its subcontractors. The insurance referred to in paragraph 8.b will provide that the insurers waive any right of subrogation against Kleinveld, its subcontractors and its employees and subordinates. Kleinveld will be named as coinsured in the policy.
- e. Each Party will, on request, supply the other Party with a certificate and/or proper proof of the existence of the insurance policy or policies in accordance with the provisions of this article.

Article 9. Force majeure

- a. If Kleinveld is prevented from fully exercising the contract due to changed circumstances, force majeure or suspension of the contract, it will be entitled to hold discussions to modify its performance in the contract to account for the encountered circumstances.
- b. 'Force majeure' means any circumstances, conditions and/or occurrences which are beyond the control of either Party, are not attributable to the fault or negligence of either Party and cannot be avoided or prevented by taking reasonable measures, and which temporarily or permanently prevent the performance of any obligation (with the exception of payment obligations) under the Contract, such as trade union strikes, mutiny, quarantine, epidemics, war (whether declared or undeclared), acts of terrorism, blockades, embargos, riots, demonstrations, civil commotion or disorder, fire, storm and/or other extreme weather conditions and/or other acts of nature, provided that neither Party has caused or contributed to such occurrences.
- c. If the performance of obligations under the Contract is temporarily prevented by force majeure, the performance of those obligations (with the exception of payment obligations) will merely be postponed and the force majeure will not constitute a reason for failing to perform the Contract.
- d. If the performance of obligations under the Contract is permanently prevented by force majeure – or is temporarily prevented for a period that is expected to last at least 60 (sixty) days – each Party will have the right to terminate the Contract in accordance with the provisions of paragraph 12. of these Standard Terms and Conditions. Changed execution, due to the circumstances mentioned above, will be settled as extra or reduced work.

Article 10. Delay and Suspension

- a. Each Party may temporarily suspend its performance in whole or in part if the other Party has failed to fulfil one or more of its obligations or has ceased to fulfil one or more of its

- obligations, including payment of any amount due, and/or if the other Party is in default in some other way, without any prior announcement or notice of default being necessary.
- b. If the start and/or continuation of the Project, the Services and/or the Hire or the return of the Equipment to Kleinveld is delayed and/or suspended as a result of one or more circumstances not caused by Kleinveld (including unworkable weather conditions, but excluding force majeure situations as referred to in article 9), the Client must reimburse Kleinveld for the direct internal and external costs incurred as a consequence of the delay, which will be charged additionally. The costs incurred for the Equipment and Personnel will be calculated on the basis of the applicable unit prices. In the absence of such unit prices the charge will be determined on a fair and reasonable basis.
 - c. If the start and/or continuation of the Services and/or the Hire is delayed and/or suspended as a result of one or more circumstances caused by Kleinveld, Kleinveld will not be liable for any loss, costs or damage unless liquidated damages have been agreed in the Contract. The liquidated damages will be the sole (financial) remedy available to the Client and the only obligation of Kleinveld if the start and/or continuation of the Services and/or the Hire is delayed and/or suspended as a consequence of one or more circumstances caused by Kleinveld.
 - d. Unless another percentage has been explicitly agreed in the contract, total fixed compensation will never exceed 10 % (ten percent) of the amount referred to in article 10.a.

Article 11. Payment

- a. Payment must be made by the Client within the payment period specified in the Contract or, if no payment period is specified in the Contract, within 30 (thirty) days of the date of the invoice.
- b. Except as otherwise agreed between the Parties, payment must be made into a bank account specified by Contractor, without any deduction, set-off or withholding of any kind.
- c. Payments by the Client to Kleinveld may never be dependent upon receipt by Client of payments from third parties, including the Client's own Client.
- d. If the Client has not made payment by the due date at the latest, the Client will be in default without any notice of default being required, and will owe Kleinveld default interest equal to 1.5% (one and a half per cent) per month on the overdue amounts. Such default interest will accrue from the relevant due date.
- e. In the event of payment default by the Client, all costs and expenditure (including all costs of legal assistance, both in and out of court) incurred by Kleinveld in collecting the amount due will be payable by the Client, subject to a minimum of EUR 75,- (seventy five euros).
- f. Kleinveld is entitled to retain property of the Client in its possession as security for the payment of all sums due from the Client to Kleinveld (under the Contract) until the Client has paid the sums due or has provided appropriate security. Kleinveld will also have this right of retention if the Client becomes subject to an order for winding up or is declared bankrupt, enters into a debt payment programme under the Netherlands Debt Arrangement (Natural Persons) Act (Wet Schuldsanering Natuurlijke Personen or WSNP) or has applied for court protection from creditors (moratorium).

Artikel 12. Cancellation and Termination

- a. Each Party will be entitled to cancel and/or terminate the Contract with immediate effect, without recourse to the courts or arbitrators and without being obliged to pay any compensation to the other Party, in each of the following circumstances:
 - I. in the cases and circumstances referred to in paragraph 10.a, after the Party in default has been given notice to remedy the default and 10 (ten) working days have passed without the default having been remedied (and therefore without the notice to remedy/notice of default having been complied with);
 - II. if the (majority) control of the business of the other Party is directly or indirectly transferred to a third party;

- III. if the other Party is declared bankrupt, applies for or obtains (provisional) court protection from creditors (moratorium) or otherwise loses the unfettered control of its business or assets, without any prior notice being necessary.
- b. Both Kleinveld and the Client are entitled to terminate all or part of the Contract, subject to 10 (ten) working days' notice, in the event of a circumstance or fact that constitutes force majeure as provided for in article 9 and if the performance of the Contract is permanently impossible or is temporarily impossible for a period that is expected to last at least 60 (sixty) days. Notice of termination of this kind may be given only after the relevant circumstance constituting force majeure has lasted for at least 30 (thirty) consecutive days.
- c. The Client will also be entitled to terminate all or part of the Contract for reasons other than those referred to in paragraphs 12.a and 12.b. If it terminates the Contract for reasons other than those referred to in paragraphs 12.a and 12.b, the Client must pay:
 - I. for the Services, the Hire and activities that have been performed until the date of termination, including (but not limited to) the costs of engineering and other costs incurred before the date of termination; and
 - II. all costs which Kleinveld must incur as a consequence of the termination, including (but not limited to) demobilisation costs and costs and/or penalties which Kleinveld must pay to third parties; and
 - III. an amount equal to 50% (fifty per cent) of the contract value of the activities that have been terminated and not performed.

Artikel 13. Warranty and Complaints

- a. Kleinveld will comply with all rules, schemes, regulations and measures relating to health, safety, the environment and working conditions.
- b. Unless expressly agreed otherwise in writing in the Contract, no warranty period will apply to the Services after their performance.
- c. Complaints relating to services carried out by Kleinveld and/or one of its sub-contractors must be immediately submitted by the Client in writing; in the absence of this, the Client will be deemed to have approved complete and proper performance by Kleinveld and to have accepted completion without shortcomings.

Article 14. Governing law and jurisdiction

- a. These General Terms and Conditions, and all other resulting contracts, including disputes about their existence, validity and/or termination, are exclusively subject to the laws of the Netherlands.
- b. Unless agreed otherwise in the contract, all disputes - including those only regarded as such by one of the parties - arising from the contract or subsequent contracts between the Client and Kleinveld, will be referred exclusively to the District Court in the Netherlands which has jurisdiction in Kleinveld's place of business.

Article 15. Miscellaneous

Except as expressly agreed otherwise in writing or provided in these General Standard Terms and Conditions, the Parties are not entitled to assign one or more of their rights and/or obligations under the Contract to a third party.