

B) SPECIAL TERMS AND CONDITIONS:

I RENTAL OF EQUIPMENT AND/OR PERSONNEL, MAINTENANCE

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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 and undertake complete projects. 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. The Special Terms and Conditions I are inextricably linked to the General Terms and Conditions A. Depending on the nature of the assignment or activities, or any other part of them that can be seen in its own right, these Special Terms and Conditions will apply in addition to the General Terms and Conditions.
- b. These Special Terms and Conditions I will apply if Equipment and/or Personnel are made available to the Client, and if an assignment is issued to perform activities that will be charged based on unit prices (cost-plus work).
- c. If these Special Terms and Conditions are in effect, and topics, or parts of topics, conflict with the General Terms and Conditions, then the Special Terms and Conditions will prevail over the General Terms and Conditions. If topics, or parts of topics, addressed in the Special Terms and Conditions do not conflict with topics already addressed in the General Terms and Conditions, arrangements in the Special Terms and Conditions will still be seen to supplement arrangements in the General Terms and Conditions. If the assignment or activities do not specify which Special Terms and Conditions are applicable, or if this cannot be reasonable derived, or if the Special Terms and Conditions do not apply for whatever reason, then the General Terms and Conditions will always be in effect.
- d. If one or more provisions in these Special Terms and Conditions are, or at any time become, null and void, then other provisions in these Special 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. Equipment

- a. The Equipment may only be used at the Location and only in accordance with the specifications and within the Equipment's capacity limits. No other use is permitted.
- b. The Client acknowledges that the Equipment is and will at all times remain the property of Kleinveld and/or Kleinveld Group and/or Kleinveld's suppliers and/or Kleinveld's subcontractor(s).
- c. Except as provided otherwise in the Contract, the Equipment will be mobilised and demobilised by Kleinveld at the Client's expense.
- d. When it is delivered, the Equipment will function properly, be well maintained, in good working order and free from defects.
- e. The Client is obliged to inspect the state and condition of the Equipment upon delivery. If the Equipment does not meet the requirements set out in paragraph 1.d, the Client must inform Kleinveld accordingly in writing immediately upon receipt of the Equipment, failing which the Client will be deemed to have received the Equipment in the state and condition described in paragraph 1.d.

- f. The Client may not hire out or sublet the Equipment and/or grant any rights of any nature in respect of the Equipment to any party.
- g. The Client must take good care of the Equipment and use the Equipment with due care. The Client is responsible and liable to Kleinveld for all defects and/or damage caused to the Equipment during the Hire and the Project Period.
- h. Kleinveld reserves the right to replace the Equipment with equivalent Equipment.
- i. Kleinveld will arrange a Hull insurance with a deductible not more than € 25,000.-
- j. Kleinveld will take care of repairs and maintenance of the Equipment where necessary during the Project Period. The Client is not permitted to carry out repairs and/or maintenance itself without Kleinveld's express written consent. If repairs and/or maintenance are necessitated by acts, omissions or improper use by or on behalf of the Client, the costs associated with such repairs and/or maintenance, including (without limitation) the costs of labour, materials, transport and travelling expenses, will be payable by the Client. If these costs and expenses come under the cover of the insurance as provided in Article 11.3 of the General Terms and Conditions, the Client's liability per occurrence is limited to the excess under the insurance policy in question, subject to a maximum of EUR 25,000 (twenty-five thousand euros) per occurrence.
- k. The Equipment must be returned clean, undamaged and in the same state and condition as it was when received.

Article 3. Personnel, Maintenance

- a. If the Contract also provides for the provision of Personnel, which includes performing maintenance on the equipment of the Client, then Kleinveld will make sure that the Personnel in question possess the expertise, qualifications and skills specified in applicable legislation and possibly the Contract, and that Personnel will be fully qualified to perform the activities set out in the Contract.
- b. If the Client supplies personnel to operate Equipment, then the Client must make sure that the personnel it assigns and/or hires to operate the Equipment, has all the expertise, qualifications and skills needed to perform activities on and with the Equipment. The Client will be fully responsible for personnel the Client supplies to operate Equipment.
- c. The Client will be fully responsible and liable for, and fully indemnifies Kleinveld against any consequences, damage, costs and loss (with the exception of loss and/or damage referred to in article 7.b of the General Terms and Conditions) arising from actions or omissions by Personnel, except in the event of intentional acts by Personnel designed to cause damage, costs and/or loss.
- d. Personnel must be seen as 'borrowed personnel'. Personnel will perform activities under the supervision, instructions and control of the Client and in the Client's name.
- e. The Client will be fully responsible for, and ensure a safe working environment for, Personnel and ensure compliance with (health and safety at work) legislation during the Project and/or Rental.
- f. The Client will indemnify, defend and compensate Kleinveld against and in respect of all claims, demands, actions and proceedings which are made and/or initiated against the Client and/or Personnel and/or Kleinveld's sub-contractors in respect of any occurrence, loss, costs, penalties or damage for which the Client is liable under this Article.
- g. The Client will comply with all rules, arrangements, regulations and measures relating to health, safety, the environment and working conditions.

Article 4 . Performance

- a. Kleinveld will not perform any work or Services and/or provide any Equipment and/or Personnel other than as specified in the Contract or subsequently agreed in writing by the Parties.

- b. Except as provided otherwise in the Contract, the Client is responsible for obtaining all permits, licences and other approvals which are required for the performance of the work with the Equipment and/or the use of Personnel, and will arrange for these to be obtained.
- c. Kleinveld is entitled to inspect the Equipment at any time. The Client is required to give Kleinveld its full cooperation for that purpose at Kleinveld's request.

Article 5. Minimum charge

- a. If the Contract is terminated, as stipulated in articles 12.a and 12.b of the General Terms and Conditions, the Client will be required to pay compensation referred to in article 12.c of the General Terms and Conditions, with the provision that at all times the minimum amount payable will be equivalent to the charge for the minimum period specified in the Contract.
- b. If Equipment cannot be used for a period that is expected to last at least 60 (sixty) days, and inability to use the Equipment has not been caused by use, abuse or improper use of Equipment by, under the supervision of or on behalf of the Client, and if the Equipment cannot be replaced within a reasonable period of time, the Client will be entitled to terminate Rental of the concerned Equipment after Kleinveld has been given notice to remedy the default and 20 (twenty) working days have passed without the default being remedied.

B) SPECIAL TERMS AND CONDITIONS:

II TRANSPORT

Article 1. Applicability of General and Special Terms and Conditions

- a. The Special Terms and Conditions II are inextricably linked to the General Terms and Conditions A. Depending on the nature of the assignment or activities, or any other part of them that can be seen in its own right, these Special Terms and Conditions will apply in addition to the General Terms and Conditions.
- b. These Special Terms and Conditions II will apply if Kleinveld carries out transport activities.
- c. If these Special Terms and Conditions are in effect, and topics, or parts of topics, conflict with the General Terms and Conditions, then the Special Terms and Conditions will prevail over the General Terms and Conditions. If topics, or parts of topics, addressed in the Special Terms and Conditions do not conflict with topics already addressed in the General Terms and Conditions, arrangements in the Special Terms and Conditions will still be seen to supplement arrangements in the General Terms and Conditions. If the assignment or activities do not specify which Special Terms and Conditions are applicable, or if this cannot be reasonably derived, or if the Special Terms and Conditions do not apply for whatever reason, then the General Terms and Conditions will always be in effect.
- d. If one or more provisions in these Special Terms and Conditions are, or at any time become, null and void, then other provisions in these Special 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.

A. TRANSPORT

Article 2. Kleinveld's obligations

- a. Kleinveld is obliged to take receipt of the Load at the agreed place and time and in the agreed manner and to advise the Client of the vehicle's carrying capacity, except where the Client may be deemed to be aware thereof.
- b. Kleinveld is obliged to deliver the Load received for transport to its destination in the same state and condition in which Kleinveld received it.
- c. Kleinveld is obliged to deliver the Load received for transport to its destination within a reasonable time.
- d. If Kleinveld does not meet the obligation set forth in paragraph a, either Party may terminate the Contract with respect to the Load of which Kleinveld has not taken receipt. However, the Client may do so only after it has notified Kleinveld in writing of a final deadline for fulfilling this obligation and if Kleinveld has not met its obligation on expiry of that deadline. Notice of termination must be given in writing by registered letter to the other Party and the Contract will end at the time of receipt of such notice. After the termination, Kleinveld is required to compensate the Client for the loss suffered as a result of the termination, with the proviso that such compensation will not exceed the charge for the transport in question.
- e. If and in so far as circumstances permit, Kleinveld is required to inspect the correct loading and stowage by or on behalf of the Client and to ensure that there is no overloading.

Article 3. Contractor's liability

- a. Except in circumstances amounting to force majeure, Kleinveld is liable for damage to and/or loss of the Load in so far as Kleinveld has not met the obligation mentioned in paragraph 2.b and the damage and/or loss is caused by an act or omission on the part of Kleinveld.

- b. Under no circumstances will Kleinveld be liable for any loss, costs or damage suffered as a consequence of delay in performance by Kleinveld, except as provided in paragraph 9.c of the Standard Terms and Conditions.
- c. Kleinveld is liable for the actions of its auxiliary persons in the same way as it is liable for its own actions.
- d. Kleinveld may not evade its liability by referring to the defective condition of the vehicle or equipment which it uses, except where the latter has been made available to Kleinveld by the Client, the addressee or the recipient. The term 'equipment' does not include a ship or railway wagon carrying the vehicle.

Article 4. Special risks

- a. If Kleinveld has failed to meet the obligations upon it by virtue of paragraphs 2.b and 2.c, Kleinveld will nevertheless not be liable for any loss or damage this causes, without prejudice to article 3, to the extent that such failure is the consequence of the special risks inherent in any of the following circumstances:
 - I. transport of the Load in an open vehicle if this has been expressly agreed;
 - II. lack or deficiency of packaging of the Load where the Load should have been properly packed in view of its nature or the transport method;
 - III. handling, loading, stowage or unloading of the Load by the Client, the addressee or persons acting on behalf of the Client or the addressee;
 - IV. the nature of the Load itself, where the Load is prone to full or partial loss or damage due to causes related to that nature, in particular as a result of combustion, explosion, melting, breakage, fracture, corrosion, decay, dehydration, desiccation, leakage, normal loss of quality or the actions of vermin or rodents;
 - V. heat, cold, changes in temperature or humidity, but only if it has not been agreed that the transport will be undertaken with a vehicle that is specifically equipped to protect the Load from these influences;
 - VI. incomplete or insufficient addressing, numbering, lettering or marking of the packages;
 - VII. transport of live animals.

Article 5. Compensation

- a. Without prejudice to the provisions of paragraph 7.h of the Standard Terms and Conditions, the compensation payable by Kleinveld for its failure to meet the obligation upon it by virtue of paragraph 2.b will be limited to EUR 3.40 (three euros and forty cents) per kilogram, subject to a maximum of an amount equal to the insurance excess referred to in paragraph 8.b of the Standard Terms and Conditions.

Article 6. Indemnity and Himalaya clause

- a. If the Client fails to meet any of the obligations imposed on it by law or the General Terms and Conditions, the Client is obliged to indemnify Kleinveld against any loss or damage suffered by Kleinveld as a result of such failure should Kleinveld be held liable by a third party in connection with the transport of the Load.
- b. If auxiliary persons of Kleinveld are held liable in connection with the transport of the Load, such persons may invoke any limitation and/or exclusion of liability that may be invoked by Kleinveld by virtue of the General Terms and Conditions or any other statutory or contractual provisions.

B. INTERNATIONAL TRANSPORT

Article 1. Applicable Convention

- a. The term 'Applicable Convention' as used herein refers to the mandatory provisions of the international convention applicable to the agreed transport. *In the case of international carriage of goods by land and/or road*: the Convention on the Contract for the International Carriage of Goods by Road (CMR), signed in Geneva on 19 May 1956.
- b. The Standard Terms and Conditions and Special Terms and Conditions, including Special Terms and Conditions II section A, will apply to international transport, except as otherwise provided by the mandatory provisions of the Applicable Convention with respect to the transport in question.
- c. Contrary to the provisions of the Standard Terms and Conditions and Special Terms and Conditions, including Special Terms and Conditions II section A, Kleinveld will be liable for loss of and/or damage to the Load if and as provided in the Applicable Convention with respect to the agreed transport.
- d. The Client will take out insurance to protect the Parties from liability for damage to and/or loss of the Load, which insurance must provide at least adequate cover against property loss and/or damage to the Load during transport. The insurance policy will provide that any right of subrogation against Kleinveld and its subcontractors is waived. The Contract Price is based on the fact that the Client takes out the aforesaid insurance and that the insurance excess does not exceed EUR 25,000 (twenty-five thousand euros) per occurrence.

B) SPECIAL TERMS AND CONDITIONS

III FOUNDATION ENGINEERING

Article 1. Applicability of General and Special Terms and Conditions

- a. The Special Terms and Conditions III are inextricably linked to the General Terms and Conditions A. Depending on the nature of the assignment or activities, or any other part of them that can be seen in its own right, these Special Terms and Conditions will apply in addition to the General Terms and Conditions.
- b. These Special Terms and Conditions III will apply if the contract relates to foundation engineering.
- c. If these Special Terms and Conditions are in effect, and topics, or parts of topics, conflict with the General Terms and Conditions, then the Special Terms and Conditions will prevail over the General Terms and Conditions. If topics, or parts of topics, addressed in the Special Terms and Conditions do not conflict with topics already addressed in the General Terms and Conditions, arrangements in the Special Terms and Conditions will still be seen to supplement arrangements in the General Terms and Conditions. If the assignment or activities do not specify which Special Terms and Conditions are applicable, or if this cannot be reasonably derived, or if the Special Terms and Conditions do not apply for whatever reason, then the General Terms and Conditions will always be in effect.
- d. If one or more provisions in these Special Terms and Conditions are, or at any time become, null and void, then other provisions in these Special 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.
- e. In addition, the Uniform Administrative Terms and Conditions for performing work 1989 (UAV) also apply accordingly, as long as they do not contradict the General Terms and Conditions, the Special Terms and Conditions and the Contract.

Article 2. Quotation

Further to article 3.b of the General Terms and Conditions, quotes do not include: insurance premiums; connection costs, closure costs and consumption costs for gas, water and electricity; inspection costs for Kleinveld's materials, equipment and work; soil research; pipe and concession costs; calculations and drawings; dimensioning, related checks and leveling; required digging, demolition, cutting, support and repair work on constructions; implementation of provisions to prevent nuisance and/or damage to the environment, adjacent structures, installations, information carriers, cables, pipes and paving; welding and burning work; chopping of pile heads, diaphragm walls and injected land massifs; execution of all water control work needed to allow work to be carried out smoothly; the removal of obstacles in, on and above the ground, which hinder the work or could cause damage; Client's provisions, unless agreed otherwise.

Article 3. 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.
- b. Kleinveld will be entitled to modify the agreed price if there are changes in one or more of these cost categories after the date of the quote.

Article 4. Contents of the contract

- a. The contract will be established after an assignment has been agreed based on Kleinveld's quote or another written agreement. If written confirmation is sent for a verbal assignment, and its accuracy is not contested within 7 working days, parties will be bound to the assignment in question.
- b. The Client will inform Kleinveld completely in writing about specific stipulations in the specifications that could be important to Kleinveld when performing the work, and how the work should be carried out.
- c. These General Terms and Conditions will prevail if there is a conflict between the General Terms and Conditions and the specifications.

Article 5. Obligations of the Client

- a. The Client will supply all details needed to perform the work to Kleinveld, along with all necessary approvals and permits.
- b. Connection costs, closure costs and consumption costs for gas, water and electricity, as well as any pipe and concession costs, must be paid by the Client.
- c. In addition, the Client must pay levies and charges that need to be paid when using the site or performing foundation activities.
- d. The Client must make health and safety facilities available free of charge in order to comply with legislation, regulations or orders and rules issued by an authority that has control over the work carried out by Kleinveld.
- e. The Client must make sure Kleinveld punctually receives all relevant and/or price-influencing geotechnical and hydrological data, soil pollution data, information about old building materials at the site and any building materials made available by the Client, as well as any changes in working and/or site conditions that are known in advance.
- f. The Client is responsible for the order of activities, standard constructions and methods he has selected or have been selected on his behalf, which includes the influence of soil composition, the condition and position of cables, pipes, constructions or obstacles in the ground, missing or inaccurate information stipulated in the contract, as well as orders and instructions given by him or on his behalf.
- g. The Client must take all necessary measures to avoid nuisance in the environment, and damage to adjacent structures and the environment.

- h. If construction meetings are held, the Client must inform Kleinveld about matters addressed during the meeting if these matters relate to the work assigned to Kleinveld. A copy of relevant passages from the minutes of the construction meeting must be supplied to Kleinveld.

Article 6. Construction site facilities

- a. The Client agrees to ensure that:
- the construction site will be well accessible and suitable for the transport of equipment, materials and personnel.
 - there will be enough space around the Kleinveld's activities and equipment, including enough space to protect neighboring activities and the property of third parties. If necessary, the minimum required free space can be specified in more detail.
 - the construction site is well prepared, and has a solid, dry, hard and weather and wind resistant surface, and complies with all requirements for suitable labor conditions. When evaluating the accessibility of the site, the evaluation and intended measures must comply with the CUR/CROW/Arbouw report entitled "Evaluation system for the accessibility of construction sites", which was in effect three months prior to this contract being established. He must ensure a suitable construction site, where it is possible to store materials if necessary. He must also maintain it so it is always safe to work and transport mobile equipment and machines.
 - suitable access features will be installed and maintained from the public highway to the construction site and storage area. He must ensure a weather and wind resistant surface between the construction site, work platforms and the storage area in order to ensure the safe operation of mobile equipment and machines, and enable their transport. Slopes cannot be steeper than 10%.
 - water and electricity is available at the site and at the area where activities will be carried out.
 - there is suitable general lighting and direct lighting at the construction site so people can arrive and leave safely, and work can be carried out safely, thus making it easier for Kleinveld to perform its activities.
 - road, train or shipping traffic will be managed or diverted and that all required traffic signs and other traffic measures will be placed, maintained and later removed.
 - excavations or holes will be filled with a suitable material which does not hinder or harm activities, and will safeguard the stability of Kleinveld's equipment.
 - he will remove all unforeseen man-made obstructions (including archaeological objects).
 - adequate measures will be taken to remove, package or protect against encountered hazardous or harmful materials.
 - he will take care of Klic reports and place clear and detailed signs, markings or instructions at the site when it comes to the precise location of existing underground and above ground obstacles, cables and pipes. He will provide drawings featuring their exact position and exact height in relation to the work carried out by Kleinveld. He will also provide effective instructions to the director of Kleinveld.
 - changing rooms and sanitary facilities (also) used by Kleinveld will comply with the Working conditions Act.
- b. The Client is responsible for:
- removing above ground, surface-based and underground obstacles in advance, which could have a negative impact on the activities of Kleinveld or the quality of the work.
 - compensating Kleinveld for additional costs caused by delays or damage referred to in this article.
- c. Kleinveld is entitled to cordon-off its work using fences. If work is cordoned off, only Kleinveld will be permitted inside the cordoned off zone.

Article 7. Obligations of Kleinveld

Kleinveld will perform its work effectively and properly, in accordance with provisions in the contract, and make sure waste, which is generated when performing the work it has been assigned, will be disposed of at the places (or containers) designated by the Client. In addition, Kleinveld will correctly use all equipment that it has been supplied by the Client.

Article 8. Start of work; completion time

- a. The Client must make sure that Kleinveld can start its activities on the agreed day; if it is not possible for Kleinveld to start its activities on the agreed day, the Client will inform Kleinveld as soon as possible before the start date, certainly seven working days, or the number of days parties have agreed. If Kleinveld Funderingstechnieken B.V. is not capable of starting its activities on the day mentioned in the contract, it must inform the Client as soon as possible before the start date, certainly seven working days, or the number of days parties have agreed.
- b. If the start of, or progress in, work assigned to Kleinveld is delayed by force majeure, and Kleinveld Funderingstechnieken incurs damage, the Client must compensate for damage that can be attributed to him by changing the contract or the conditions of the assignment.
- c. The Client must compensate Kleinveld for stagnation costs, commercial damage and consequential damage that Kleinveld incurs due to activities and/or deliveries carried out by other parties not being carried out, being carried out late or not being carried out effectively, or due to other circumstances that can be attributed to the Client.
- d. If, due to changed circumstances, force majeure or suspension of the contract and/or main contracting contract, Kleinveld is prevented from fully exercising the contract, it will be entitled to hold discussions to modify its performance in the contract to account for the encountered circumstances.
- e. Force majeure can be defined as: any cause beyond the will and/or control of Kleinveld, where it cannot be attributed any fault or negligence, which prevents Kleinveld from honoring its obligations. In any case, force majeure includes: extreme weather conditions, industrial strikes, unrest, willful damage and delays in activities and deliveries carried out by the Client and/or third parties beyond the responsibility of Kleinveld.
- f. Changed execution, due to the circumstances mentioned above, will be settled as extra or reduced work.

Article 9. Liability of parties

- a. Damage to performed work must be covered by the Client, unless the damage can be attributed to Kleinveld.
- b. Kleinveld is liable for damage to related works of the Client and damage to other work and property of the Client if the damage has been caused by Kleinveld when performing its work and can be attributed to deliberate or gross negligence on the part of Kleinveld or its personnel, clients or suppliers.
- c. Kleinveld is not liable for damage caused by errors in the design. Design-related liability will only apply if the contract explicitly shows that Kleinveld is responsible for the whole design or that part where the error was encountered.
- d. Kleinveld is not liable for faults in piles and (diaphragm) walls, unless it can be demonstrated that they have been caused by gross negligence, and punctually brought to Kleinveld's attention in writing.
- e. The Client releases Kleinveld from all third party damage claims for which Kleinveld is not liable under the contract.

- f. Kleinveld will also not be liable for damage caused to underground cables, tubes, pipes, culverts, sewers, etc., unless the Client has used drawings to sufficiently inform Kleinveld about their exact and actual location.
- g. If a contract attributes liability to Kleinveld, this liability will be restricted to 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.

Article 10. Insurance

- a. The Client must insure the work from the start of activities until the end of the maintenance period, if applicable, but certainly up to completion, using a primary CAR insurance – or similar insurance - against all material damage, loss or destruction, no matter what the cause and, overruling article 951 and article 932 Book 7 CC (BW) if necessary, against an amount where pay-out will cover the costs for clearing up, repairing or replacing everything that has been damaged or lost. This primary CAR insurance prevails above all other insurances and will mention Kleinveld as jointly insured party. The primary CAR policy will be called upon first in all cases.
- b. In case of damage, the primary CAR policy will determine that payout will be made to the party that possesses the goods. The deduction charged to Kleinveld to cover for excess can never amount to more than 1% of the contract price per case, up to a maximum of €2,250. The Client will not settle potential damage against Kleinveld's contract prices.
- c. The insurance will at least offer cover for:
 - the work, as well as all additional works, extra work, changes, all equipment, building materials, constructions and components needed for the work, as well as all temporary structures and/or supports and/or products, and all other objects to be used for the work;
 - risk of damage encountered when performing the work on the original Client's property;
 - the risk of damage caused to third parties when carrying out the work (a so-called WA (liability) clause).
 - The Client guarantees that, within the policy, all parties involved with carrying out the work, as well as their employees, will be classed as third parties in relation to each other.
 - Kleinveld will at all times be justified to access the policy, general policy terms and conditions and relevant clauses.
 - The Client, no matter in which capacity, and/or his employees will never be classed as co-insured parties in the insurance policies of Kleinveld.

Article 11. Completion

- a. The day on which the work is, or is deemed to have been, approved by the Client will be regarded as the day of completion. There will be no maintenance period unless agreed otherwise.
- b. A reasonable amount of time before the day Kleinveld believes the work will be completed, Kleinveld will invite the Client so commissioning can take place.
- c. Notification of completion will take place in writing. If, within 2 weeks of the work being commissioned, or within 2 weeks of the notification of completion being sent by Kleinveld in writing, a written objection has not been received from the Client, then the work will be regarded as approved.

- d. The day on which the work is, or is deemed to have been, approved by the Client will be regarded as the day of completion. There will be no maintenance period unless agreed otherwise.

Article 12. Payment

- a. If payment in installments has been agreed, this must always take place maximum 14 days after the concerned interim invoice was sent to the Client in accordance with the contract.
- b. Kleinveld will submit its final invoice within a reasonable period of time once activities have been completed. This invoice will also specify any extra or reduced work, and everything Kleinveld is still owed by the Client under the terms of the contract.
- c. Unless agreed otherwise, payment of that owed to Kleinveld must be made within 14 days of the final invoice being submitted. The Client is not permitted to settle the contract price against any alleged claims.
- d. If payment obligations are not met on time, the debtor will be required to pay the legal rate of interest as well as any legal or extra-judicial costs.

Article 13. Retention of title

- a. Supplied materials, be it in processed or unprocessed form, will continue to be the property of Kleinveld, but will be at the expense and risk of the Client as long as the Client has not fully met payment obligations under the contract.
- b. The retention of ownership referred to in paragraph a) also applies to materials that have already been paid for by the Client, if other materials ordered at a later time have not yet been paid for by the Client.

Article 14. Guarantees

- a. If agreement has been reached about Kleinveld offering a guarantee for the work it carries out, this guarantee will involve Kleinveld repeating the last activities it carried out, as soon as possible and at its own expense, if failings are encountered. The latter will only apply if this is within the power of Kleinveld, and the Client has been able to demonstrate that the failings are likely to have been caused by sub-standard performance or improper execution. Under no circumstance will the guarantee extend to more than repairing encountered failings, whereby consequential damage is explicitly excluded as are failings that were known or checkable at the moment of completion.
- b. Guarantee-related agreements will expire if:
 - the performed work and/or delivered goods are subject to stricter requirements than announced at the moment the contract was agreed;
 - if repairs or other activities are carried out by third parties without prior written consent from Kleinveld;
 - the supplied materials and performed work are not used in the intended manner;
 - the Client has failed to honor his obligations towards Kleinveld.
 - The Client is obligated to inform Kleinveld of shortcomings via registered letter, within 5 working days of shortcomings being encountered. All guarantee obligations will expire if this period is not respected.
- c. The maximum guaranteed amount is equal to the contract price, but will never exceed €25,000.
- d. Under no circumstances can the guarantee be called upon if shortcomings are the result of actions and/or modifications carried out by third parties.



Article 15. Disputes

- a. Unless agreed otherwise by parties in the contract, all disputes about the contract or resulting contracts between the Client and Kleinveld, including those only regarded
 - as such by one of the parties,
 - as can only be settled via arbitration in accordance with the Statutes of the Court of Arbitration for the Netherlands Building Industry, as applicable on the day the assignment is issued and/or the assignment is confirmed.
- b. Instead of relying on the disputes arrangement mentioned in the first paragraph, Kleinveld is entitled to present disputes to the qualified court in the district where Kleinveld is based.