



## General terms and conditions of quotation, sales, delivery and payment of Extern BV

### Applicability

These General Terms and Conditions shall apply to all quotations, orders, transactions, sales and other contracts and also to the execution thereof, to which *Extern b.v.* is party.

1. By the 'other party' shall be understood in these terms and conditions: every (legal) entity with which *Extern b.v.* has concluded or wishes to conclude a contract and, apart from it, its representative(s), proxy holders, successors and heirs.
2. These General Terms and Conditions shall take precedence at all times, even when priority has been negotiated otherwise, unless a written contract has been concluded explicitly beforehand. *Extern b.v.* waives explicitly references by the other party to its own terms and conditions and may therefore under no circumstances be bound by these.
3. Oral commitments by or agreements with members of personnel of *Extern b.v.* are, insofar as they differ from written contracts, or from these terms and conditions, binding only when they have been confirmed in writing by a member of personnel of *Extern b.v.* who is an authorized signatory.
4. Nullity or inapplicability of one or more of the provisions or a part of a provision of these general terms and conditions, whether in general or in a specific case, shall be without detriment to the operation and validity of the remaining provisions.
5. *Extern b.v.* intends with these general terms and conditions to avoid conflict with provisions of law of a mandatory character.
6. These terms and conditions shall come to expire from the time that new terms and conditions are registered with the Chamber of Commerce in Rotterdam.

### Quotations

1. All quotations of *Extern b.v.*, irrespective of form, are without engagement and valid for 14 days from the date stipulated thereon, unless explicitly stated otherwise. *Extern b.v.* may revoke in writing quotations made after acceptance with immediate effect.
2. All quotations made by *Extern b.v.* for another party shall apply solely to that other party. Such quotations may not without permission of *Extern b.v.* be duplicated and/or in any other manner placed at the disposal of third parties or made available for inspection.
3. Transmission of quotations and/or documentation shall not obligate *Extern b.v.* to accept an order, unless *Extern b.v.* acknowledges that order in writing within 14 days to the other party.
4. Illustrations, drawings and specifications of dimensions and weights in catalogues shall not obligate *Extern b.v.*, unless explicitly included in a contract signed by parties or an order acknowledgement signed by the other party.
5. Every quotation is based on execution of the contract under normal conditions and during normal working hours.

### Contract

1. Subject to that hereinafter stipulated a contract with *Extern b.v.* shall be concluded only after *Extern b.v.* has accepted an order in writing or has acknowledged it, in which case the date of the acknowledgement shall be decisive. The order acknowledgement shall be deemed to reflect the contract accurately and fully, unless the other party has objected to it immediately in writing.
2. Any additional engagements made or amendments applied later shall be valid and binding only when *Extern b.v.* has acknowledged these in writing within 14 days and other party has not objected to them in writing within 3 working days.
3. For transactions for which due to their nature and scope no written quotation or order acknowledgement has been sent, the invoice shall be deemed to reflect accurately and fully, unless written objection is made within 5 working days of invoice date.
4. Every contract is concluded by *Extern b.v.* subject to the suspensory condition that *Extern b.v.* shall be entitled to examine the creditworthiness of the other party to ascertain financial fulfilment of the contract. Should *Extern b.v.* consider and that on reasonable grounds that its other party is not (sufficiently) creditworthy, it shall be entitled to temporarily suspend its obligations. In the event of such suspension, *Extern b.v.* shall inform its other party without delay in writing and offer it the opportunity to provide security.
5. *Extern b.v.* shall be entitled during or after conclusion of the contract, before proceeding (further) with fulfilment, to require security from the other party for fulfilment both of payment obligations and other obligations.
6. Should urgent and necessary incidents arise, which incidents were for parties unforeseen and hence fall outside the contract, *Extern b.v.* shall be entitled, with a view to proper fulfilment of the order placed, to engage without consultation with the other party third parties, the costs of which shall be charged to the other party in accordance with the price quotations submitted.
7. *Extern b.v.* shall provide in good faith and as accurately as possible drawings, technical specifications, illustrations, colours, sizes, material designations, schedules, proceedings, itineraries and the like. These informative details are not fully binding. Insignificant differences must be accepted, unless the contract concluded provides explicitly for a narrower margin for deviations.
8. Differences upon delivery of the tolerance usual and/or reasonable in the industry provide the other party with no right of complaint, replacement, compensation or any other right.

### Prices

1. *Extern b.v.* shall invoice on the basis of:
  - a) a fixed price for a previously contracted activity including expenses;
  - b) a fixed price for an item of portable property;
  - c) a fixed price for a combination of portable property and activities including expenses;
  - d) a contract previously concluded other than A, B or C;
2. All prices are exclusive of VAT, travelling expenses and supplementary insurance, unless explicitly contracted otherwise.
3. In the event of increase of one or more cost price factors *Extern b.v.* shall be entitled to increase the order price correspondingly; this with due regard to any existing legal provisions that apply and on the understanding that any known future price increases must be stipulated on the order acknowledgement. The other party shall be expected to accept these price increases provided there is a period of at least three months between conclusion of the contract and their implementation.

### Deliveries

1. Unless explicitly agreed otherwise in writing the risk for the items delivered shall be for risk of the other party from the moment of delivery.
2. The times of delivery and delivery periods are given by *Extern b.v.* as approximations in good faith and to the best of its knowledge. The period, within which items should be delivered or activities should begin according to schedule, commences only when *Extern b.v.* has received all the details required for execution of the order and any prepayments negotiated have been made. Unless explicitly agreed otherwise in writing delivery periods and times of delivery shall under no circumstances be deemed to be deadlines.
3. Should intermediate modifications be made to the contract in question or its execution suspended by the other party, the delivery period shall be extended by at least the time required for the extra work or suspension.



4. Should *Extern b.v* have to delay delivery due to the other party not fulfilling any obligation pursuant to the contract or not providing assistance with execution of the contract, the delivery period shall be extended by at least the duration of this delay.
5. Except in cases of gross negligence on the part of *Extern b.v*, exceeding the delivery period, irrespective of reason, shall confer on the other party no right to compensation for direct or indirect damage or to remuneration of any costs whatever, nor to either with or without court authorization implementing activities or having these implemented in execution of the contract. Moreover exceeding a delivery period by at the most 50%, when such excess is not the result of force majeure, may not result in dissolution of the contract. Should on the other hand the delivery period agreed be exceeded by more than 50% due to reasons other than force majeure, the other party shall, after it has required *Extern b.v* in writing and with a reasonable period of notice to deliver, be entitled to dissolve the contract by registered letter.

#### Force majeure

1. By 'force majeure' shall be understood in this context: every circumstance independent of the volition of *Extern b.v* – even when it could already have been foreseen when the contract was established – that precludes fulfilment of the contract temporarily or permanently, and also, insofar as not included thereunder, war, war hazard, civil war, rioting, strikes, lockouts, transport difficulties, fire or other serious disturbances to the business of *Extern b.v* or its suppliers.
2. When a force majeure situation of this nature arises at a (legal) entity engaged by *Extern b.v* and that entity appeal to force majeure vis-à-vis *Extern b.v*, this shall also serve as a force majeure situation for *Extern b.v* and shall qualify as such towards the other party.
3. Should in the judgement of *Extern b.v* the force majeure be of temporary nature, *Extern b.v* shall be entitled to suspend the contract until the circumstance that is causing the force majeure ceases to apply.
4. When in the judgement of *Extern b.v* the force majeure situation is of a permanent nature, parties may make an arrangement for the dissolution of the contract and the consequences associated therewith.
5. The party that believes that it is or will become subject to force majeure must inform the other party immediately thereof in writing.
6. All consultation and new contracts must in cases of force majeure be made in writing. Dissolution in whole or part or cancellation of a contract in the event of a force majeure of a permanent nature must be announced by registered letter, unless the dissolution or cancellation has been conducted in a different manner and the other party consents in writing to accept this.
7. *Extern b.v* shall be entitled to require payment for the goods/services that have been supplied in execution of the contract in question prior to the onset of force majeure.
8. When the execution of a contract is suspended on the grounds of force majeure or in cases where, when the force majeure is of a permanent character, *Extern b.v* or the other party invoke dissolution thereof. *Extern b.v* may not be held liable for compensation for damages.

#### Cancellation

1. Should the other party, after a contract has been established, wish to cancel it, cancellation charges shall be imposed depending on the period prior to commencement of the work scheduled, notwithstanding however the right of *Extern b.v* to full compensation for damages, including profit foregone.
  - to 72 hour prior to the scheduled work 10% of the order price will be charged with a minimum of one working hour per employee ordered
  - to 48 hour prior to the scheduled work 25% of the order price will be charged with a minimum of two working hours per employee ordered
  - to 24 hour prior to the scheduled work 50% of the order price will be charged with a minimum of four working hours per employee ordered
  - Should the work be cancelled less than 24 hour prior to commencement of the work scheduled, *Extern b.v* shall be obliged to charge the full order price
  - should items be cancelled for which *Extern b.v* has already deployed manufacturing, orders, design, planning or other resources or efforts, the other parties shall be charged the costs already incurred plus 20% of the order price with as maximum the entire order price
  - when *Extern b.v* has not yet deployed any efforts with respect to the contract being cancelled, the other party shall be charged 10% of the order price.
2. The other party must at all times cancel in writing, providing justification.

#### Title

1. *Extern b.v* shall retain unconditional title to all portable property that its supplies until the moment of full payment of all that the other party is due to *Extern b.v*, including interest, costs and any damages detected.
2. Other party shall extend at all times access to *Extern b.v* to the items of portable property that are subject to retention of title of *Extern b.v*, Other party shall moreover, when it is in default with respect to obligations pursuant to the contract, be obligated at its expense and upon first request to return the items subject to retention of title by *Extern b.v* in good condition. Other party shall forfeit for each day a fine to *Extern b.v* equal to 5% of the invoice value of the item or items involved, to a maximum of the invoice value. This fine shall be without prejudice to all remaining rights of *Extern b.v* and shall replace under no circumstances the principal claim of *Extern b.v* on the other party.
3. The risk for the items delivered devolves, despite the retention of title of *Extern b.v*, immediately upon delivery to the other party.
4. At the moment that items subject to retention of title are returned to *Extern b.v* and the other party has met its obligation stipulated in this article under point 2, last complete sentence, the contract in question shall by operation of law be dissolved  
The other party shall be credited only when the goods supplied are not of a unique and singular nature. When readily marketable goods are involved the other party shall be credited for:
  - 60% of the invoice value for return within one month of delivery
  - 50% of the invoice value for return in the second month after delivery
  - 40% of the invoice value for return in the third month after delivery
  - 25% of the invoice value for return in the fourth month after delivery
  - 10% of the invoice value for return in the fourth month after delivery

The difference between the amounts to be credited and the original invoice value of the goods returned shall devolve to *Extern b.v* under the heading compensation for damages.

#### Intellectual property

1. All designs, (technical) specifications, drawings, catalogues, illustrations, samples, models, procedures, schedules and all associated items, all of this in the broadest sense of the word, produced by or for *Extern b.v* for the execution of the contract are covered by copyright and remain the inalienable property of *Extern b.v*, and shall serve only for internal and strictly confidential use by the other party. The other party shall, should *Extern b.v* so request, return said items and/or documentation to it without delay.
2. The other party shall be responsible for ensuring that aforesaid items and/or documentation are not copied, replicated and/or provided for inspection by third parties.

#### Liability

1. *Extern b.v* or the third parties engaged by or for it for that purpose shall strive to fulfil the obligations pursuant to the contract, but may not be held liable for any operational damage or damage due to delays arising therefrom, except and insofar as the damage results from gross negligence or malice on the part of *Extern b.v* or the persons engaged by it in the context of execution of the contract.
2. *Extern b.v* shall under no circumstances be liable for any indirect damage, such as for example personal injuries and/or damage to objects, machines, installations, vehicles or buildings, interruptions to production - delays and/or disturbance, damage to the environment or any other industrial damage, irrespective of category and nature, unless the damage is the result of gross negligence or malice on the part of *Extern b.v* or the auxiliary staff engaged by it in the context of serving execution of the contract.
3. *Extern b.v* shall moreover not be liable for damages for any direct or indirect damage that is due to the operation or non-operation of goods delivered and/or processed that it supplies and/or services that it or persons for which it bears the risk and persons of the other party or third parties incur.
4. *Extern b.v* shall under no circumstances be liable for damage resulting from injudicious use by the other party of goods supplied or use other than that intended by the other party.
5. Liability shall never exceed the total amount of the order involved, unless *Extern b.v*'s insurers provide excess cover.
6. *Extern b.v* deems satisfaction of valid warranty obligations and payment for damage as established and recognized by insurers to be sole and general compensation for damages, unless mandatory law provides otherwise.
7. Other party guarantees *Extern b.v* at all times that use of information provided by other party or otherwise is such that no conflict shall arise with legal regulations or protected rights of third parties.
8. Other party shall indemnify *Extern b.v* in full for all direct and indirect consequences of claims that third parties might entertain against *Extern b.v* pursuant to violation of the warranty stipulated in point 6 of this article.

#### Working conditions

1. Should the employees of *Extern b.v* believe that they cannot work safely, the situation or the manner of working must then be adapted to meet the requirements of the Working Conditions legislation. Should this not be possible these employees shall be entitled to stop work.
2. Should the other party remain in default with respect to point 1 of this article then our employees shall be justified in leaving the work area prematurely. The full order price shall however be invoiced.
3. The employees of *Extern b.v* shall be engaged for predetermined work and/or working times. Should an employee of *Extern b.v* be asked to perform work other than that agreed beforehand or to perform the work required at different times, he/she shall be entitled to refuse this.

#### Warranty and complaints

1. The items of portable property supplied and/or the work carried out by *Extern b.v* are warranted insofar and for as long as during conclusion of the contract received an undertaking in writing, or in conformity with accompanying warranty certificates.
2. The other party is obligated to inspect the goods received or work completed directly and to note any omissions or visible defects on the delivery voucher or receipt. Should there be no delivery voucher or receipt the other party should submit any complaints within 5 days of delivery or receipt by registered letter to *Extern b.v*, specifying reasons for its complaint. Should the other party not meet these conditions set for complaints, the warranty obligation of *Extern b.v* shall lapse.
3. *Extern b.v* is not liable for defects resulting from or due in part to any government regulation with respect to nature and/or quality of items of portable property supplied and materials or construction employed.
4. Every right to warranty shall expire when and for as long as the other party does not meet fully its payment obligations with respect to the item to which the warranty may apply and further obligations relating thereto pursuant to the contract.
5. Every appeal to warranty made to *Extern b.v* shall expire in the event of injudicious use, use by the other party, its personnel or third parties other than for the items as contracted were supplied, or damage to or processing of the goods supplied.
6. *Extern b.v* will accept complaints for processing only when it has received them directly and in writing within 5 days of delivery of the item involved, stating precisely what the basis of the complaint is. After expiry of a period of 5 working days the other party shall be deemed to have approved the item delivered and the invoice respectively. Complaints received thereafter by *Extern b.v* will no longer be accepted for processing.
7. Complaints with respect to hidden defects, not covered by warranty extended, should be submitted by registered letter to *Extern b.v* within 5 working days of the hidden defect being detected or might reasonably have been expected to have been detected, and in all events within 30 days of delivery of the goods or completion of the work. After the expiry of that period *Extern b.v* shall no longer be obligated to indemnify the other party for hidden defects.
8. Complaints on invoices should likewise be submitted in writing and then within 5 working days of the invoice date.
9. *Extern b.v* shall be entitled and obligated in fulfilment of its warranty obligations, such in reasonableness at its own discretion, either to proceed with repair or to execute the work and/or deliveries anew. Should this in *Extern b.v*'s view not be possible, the costs of the unfinished work/deliveries shall be refunded.
10. Only when and insofar as the complaint is proved justified shall it suspend the other party's payment obligation, until the moment when the complaint has been settled.
11. Satisfaction by *Extern b.v* of its warranty obligations shall be the sole and general indemnification.

#### Payment

1. Unless agreed otherwise in writing, invoices should be paid within 14 days of invoice date to bank or giro account to be stipulated by *Extern b.v*, and that without any discount or set-off, or by cash payment upon delivery or completion. The value date specified on our bank/giro statements shall be decisive and hence accepted as payment day.
2. Unless agreed explicitly in writing to the contrary payment shall be in Euro.
3. All payments made by the other party extend first to satisfaction of any interest and collection costs incurred by *Extern b.v* and then to satisfaction of the oldest invoices unpaid.
4. When special discounts or other favourable conditions not generally available to the other party have been agreed, these shall expire by operation of law upon failure to pay within the payment period applying.
5. *Extern b.v* retains the right to without giving reasons to require payment in full or part upon delivery of items of portable property or completion of work, before placing the item on which work has been carried out once more at the disposal of the other party. Should *Extern b.v* require cash payment, it shall when that is not forthcoming not have to deliver and *Extern b.v* shall enjoy a retention right to items on which it has carried out work.
6. *Extern b.v* enjoys the right only in the event of one of the circumstances stipulated hereafter either to suspend its obligations pursuant to the contract, to dissolve the contract (in part), to demand payment in full from the other party for any of the services that it has provided and that



immediately and in and without any warning, notice of default or legal intervention, all without prejudice to *Extern b.v.*'s right to compensation for costs, damage and interest and without incurring herewith the obligation for any compensation for damages or warranty.

These circumstances include in any event the other party:

- a) being declared bankrupt, renouncing its property, submitting a petition for moratorium of payment, cessation or liquidation or transfer in whole or part of the business of the other party or should its properties be subject in whole or part to an attachment order,
- b) dying or being placed under tutelage,
- c) failing to fulfil any obligation incumbent upon it pursuant to law or to these terms and conditions,
- d) neglecting to pay an invoice amount or part thereof within the period set for that purpose.

#### Interest and costs

1. Should payment not be made within the period stipulated in the previous article, the other party shall be by process of law in default and due from the payment date interest of 1.5% per (part of a) month over the amount still unpaid.
2. All court and out-of-court costs shall be for the other party's account. The court costs shall include all actual costs of legal and procedural assistance that exceed the liquidation rate. The out-of-court collection costs shall be at least 15% with a minimum of €50.-, of the amount due by the other party including aforesaid interest.

#### General

1. Should delivery and invoicing in parts have been agreed, each part shall, provided no provision to the contrary applies, be treated as a separate contract, in particular with respect to the provisions for payment and warranty.

#### Applicable law

1. All obligations undertaken by *Extern b.v.* to third parties shall be subject to Dutch law by exclusion.

#### Disputes

1. All disputes, including those that are recognized as such by only one party, arising from or relating to the obligations to which these terms and conditions apply or the terms and conditions in question themselves and their interpretation or implementation, whether of practical or legal nature, shall in all cases be subject by exclusion to the adjudication of the qualified Dutch court in the arrondissement in which *Extern b.v.* has its registered offices, unless the sub-district court is qualified to adjudicate.

#### Extraordinary provisions

1. Insofar as these provisions do not stipulate otherwise the foregoing provisions shall also apply to contracts for let and rental.
2. The rental price must be paid in advance. *Extern b.v.* shall be entitled to require from the other party a guarantee deposit for the item rented.
3. The rental period shall commence at the moment of delivery or when the item rented is collected from *Extern b.v.*
4. Other party shall be entitled prior to commencement of the rental period to inspect the item rented for defects. Should other party not avail itself of this facility, the item rented shall be deemed to have been rented in good condition.
5. The rental contract shall end on the date when the item rented is returned, with however a minimum of the previously contracted rental period.
6. The items rented may be used only for the purpose for which they were specified. Only with our written permission may changes made to the items rented. When changes are made, these shall become by operation of law the property of *Extern b.v.* and the other party shall be prohibited from removing these changes at the end of the rental period. Other party shall under no circumstances be due any indemnification for changes made.
7. Other party shall be liable for all loss and damage to the items rented and for all shortages and theft involving the items rented during the course of the rental contract or for as long as these items have not been returned to *Extern b.v.* Should one of the events stipulated arise, *Extern b.v.* shall be entitled to apply the guarantee deposit received by it to set off against the damage that it has incurred as a result of this/these event(s).

In the event of differences in translation or interpretation between the Dutch and the English version of this document, parties will be bound to the Dutch version which prevails.