

## GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF PRODUCTS AND SERVICES

### OF:

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the Netherlands

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### Article 1 Definitions

In the present general terms and conditions, the following terms are used in the sense given below, unless explicitly indicated otherwise,

User: the user of the general terms and conditions.

Client: user's opposite party.

Commission: the agreement in which user undertakes to carry out the activities commissioned by client – pursuant to the provisions of these regulations – comprising the provision of services and/or delivery of goods.

Work: the activities commissioned comprising the provision of services and/or delivery of goods.

### Article 2 General

1. The present terms and conditions shall apply to each and every offer, tender and agreement between user and a client, to which user has declared the present terms and conditions applicable, insofar as parties have not explicitly deviated from the present terms and conditions in writing.

2. The present terms and conditions shall also apply to all agreements with user, the execution of which calls for the services of third parties.

3. Possible deviations from the present general terms and conditions shall only be valid provided they have been explicitly agreed upon in writing.

4. The applicability of client's possible purchase or other conditions is explicitly rejected, unless agreed otherwise in writing.

5. If one or more stipulations in the present general terms and conditions should be null and void or declared null and void, then the other stipulations of the present general terms and conditions shall remain fully applicable. The case ensuing, user and the client shall enter into negotiations to agree upon new stipulations replacing the null and void conditions, or, as the case may be, the conditions declared null and void, whereby the purpose and the meaning of the original conditions shall be heeded as far as possible.

### Article 3 Offers and Tenders

1. All offers shall be free of obligation unless the offer contains an acceptance term.

2. The offers made by user shall be free of obligation; they shall be valid for a period of two months, unless indicated otherwise.

3. The prices given in offers and tenders relating to the delivery of goods are the net price for the product(s), prepared and packaged for shipment from user's base in Leiden, the Netherlands.

4. Prices shall be exclusive of VAT and other government levies, as well as of the other expenses to be possibly made within the scope of the agreement, including freight, shipment and administration costs.

5. If the acceptance deviates (on secondary items) from the offer given, user shall not be bound by it. The agreement shall in such event not be concluded in accordance with said deviating acceptance, unless user indicates otherwise.

6. A compound quotation shall not oblige user to execute part of the assignment against a corresponding part of the given quotation.

7. Offers and tenders shall not apply automatically to future assignments.

8. User reserves the right to make changes in product specifications and design without prior notice. Technical specifications and product designs valid for this offer are those presented in the offer with attachment(s), if applicable.

### Article 4 The content of the commission

1. The commission shall come into effect, where user confirms the agreement in writing or a written offer for it from user is accepted in writing by the client or where what is agreed is confirmed in writing in some other manner by parties.

2. In the commission, unless otherwise agreed by parties, the following shall be indicated:

- the nature and scope of the activities with which user had been charged.

- the applicability of these terms.  
- the manner of remuneration and arrangements for payment.  
- the period of time within which the commission must be carried out.

- the co-ordination within and the liability of user, where this relates to separate (legal) entities who jointly accept the commission.

3. In general the activities may be divided into the following principal groups:

- Research and consultancy
- The delivery and/or installation of software
- Maintenance and support
- The delivery and/or installation of hardware

### Article 5 Changes to the commission

1. If it is shown during the execution of the commission that the work to be done needs to be changed and supplemented in order to ensure its proper execution, parties shall adapt the agreement accordingly in due time and in mutual consultations.

2. Amendment to the commission, including an extension or reduction in activities that have already been commissioned, can be affected as soon as user has confirmed the amendment in writing.

3. If parties agree that the commission needs to be amended or supplemented, this decision may influence the time of completion of the execution. User shall inform the client thereof as soon as possible.

4. Should the change or supplement to the commission have any financial and / or qualitative consequences, user shall inform client thereof in advance.

5. If a fixed fee has been agreed upon then user shall indicate the degree to which the change or supplement to the commission will result in an increase of said fee.

6. Contrary to the conditions of paragraph 4, user shall not be able to charge additional costs if the change or supplement is the result of circumstances attributable to user.

### Article 6 Execution of a commission comprising the provision of services

1. User shall execute the commission properly and with due care and attention. He shall protect the interests of the client to the best of his ability and perform all services with the greatest degree of skill and knowledge, all this on the basis of the state of science as known then. User shall avoid anything that might infringe the independence of the advice provided. User shall in carrying out a commission not derive any benefit from it on the basis of findings of his own which are not known to the client.

2. User shall keep the client informed of the ongoing status of the commission, which shall include the financial aspects of the project and, when asked, provide all information required.

3. The client shall see to it that user shall be provided in due time with all data which user has said to be necessary or which the client must in all reasonableness understand to be necessary to the execution of the commission. If user has not been provided in due time with the data necessary, user shall have the right to suspend the execution of the commission and/or to charge the client for the additional costs resulting from the delay at the generally accepted rates.

4. The commission must be carried out within the period of time indicated pursuant to article 4 paragraph 2, subject to circumstances which cannot be reasonably ascribed to user. Unless expressly agreed upon by parties, this shall not be a "deadline", the exceeding of which requires a written statement of default. User's liability for exceeding the prescribed period is regulated pursuant to article 21.

5. User shall not be liable for damage of whatever nature caused by the fact that user worked on the basis of incorrect and/or incomplete data provided by the client, unless user should have been aware of said incorrectness or incompleteness.

6. If parties have agreed that the commission will be executed in stages, user can suspend the execution of the parts belonging to a following stage until the client has approved in writing the results of the stage prior to it.

7. If user or third parties engaged by user within the scope of the assignment do work at the client's site or at a site designated by the client, the client shall provide the employees having to work there free of charge with all facilities desired in all reasonableness by said employees.

8. The client shall safeguard user against possible claims filed by third parties who may sustain damage attributable to the client in connection with the execution of the commission.

9. Where the client comprises separate persons who act jointly in commissioning the work, each of these shall be severally liable. Persons in this case shall include legal entities.

### Article 7 Execution of a commission comprising the delivery of goods

1. The client shall be held to take delivery of the goods the moment that user delivers them to him or has them delivered, or the moment at which the goods are put at client's disposal under the agreement.

2. If the client refuses to take delivery or fails to give the information or instructions necessary to the delivery, user shall be entitled to store the goods at client's risk and expense.

3. If, in the framework of the execution of the agreement, user requires data to be given by the client, the term of delivery shall commence after the client has provided user with said data.

4. User shall be entitled to deliver the goods in parts, unless such is deviated from in writing in the agreement or if the partial delivery does not represent an independent value. User shall be entitled to invoice the thus delivered goods separately.

5. If execution of the agreement in stages has been agreed upon, user can suspend the execution of the parts belonging to a following stage until the client has approved in writing the results of the stage prior to it.

6. Available operation manuals and data sheets for user's standard products are included with the goods delivered. For complex configurations or complete systems, users offers standard documentation packages,

normally quoted and listed in the offer. Any special requirements regarding documentation and certification will be quoted on request.

7. Installation, commissioning and service on the equipment offered and supplied is not included in the offer unless explicitly indicated otherwise. Rates and terms for such services, including training of client or end user personnel, will be provided on request.

8. Where the client comprises separate persons who act jointly in commissioning the work, each of these shall be severally liable. Persons in this case shall include legal entities.

#### **Article 8 Maintenance and customer support software**

1. Notwithstanding the provision of article 7 par 7. maintenance and support is offered with any offer for the delivery of software, unless explicitly indicated otherwise.

1. Fees for maintenance and customer support for the first year after the date of delivery are included in the price of the software, unless explicitly indicated otherwise.

2. Thereafter an annual maintenance charge, to be determined in the contract, of the original purchase price of the product for each license will be levied by user. Charges are payable in advance.

3. The client is entitled to terminate the maintenance contract by giving written notice of termination before the end of each year. The client must observe a one month notice period.

#### **Article 9 Duration of the Contract; Term of Execution**

1. The agreement between user and the client shall be entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or if parties have explicitly agreed otherwise in writing.

2. Any term of delivery stated in any offer or tender, is the time required to complete the work, as calculated from the date the written purchase order (or firm letter of intent) has been received by user, till the day the work is done, or in the case of the delivery of goods, the goods are ready for shipment from user's premises. Shipping time, i.e. time for shipment, handling, customs clearance etc. is not considered part of this term.

3. If a term has been agreed to complete certain work within the term of the agreement, then this term shall never be a term to be observed on penalty of forfeiture of rights. If the term of execution is exceeded, the client must consequently declare user in default in writing.

#### **Article 10 Fee**

1. The paragraphs 2., 5. and 6. through 11. shall apply to those (parts of) offers and agreements in which a fixed fee is offered or agreed upon. If no fixed fee has been agreed upon, the paragraphs 3. through 11. of the present article shall apply.

2. Parties can agree upon a fixed fee the moment the agreement is concluded.

3. If no fixed fee has been agreed upon, the fee shall be determined on the basis of the number of hours actually spent on the work. The fee shall be calculated in accordance with user's usual hourly rates, valid for the period in which the work is being done, unless a deviating hourly rate has been agreed upon.

4. The fee and a possible cost estimate shall be exclusive of VAT.

5. With respect to assignments with a duration of more than 3 months, the costs owed shall be charged periodically.

6. If user and the client agree upon a fixed fee or an hourly rate, user shall nevertheless be entitled to increase this fee or rate.

7. User shall be allowed to charge on price increases, if user can demonstrate that significant changes in price have occurred between the time of offer and the time of delivery with respect to, e.g., salaries and wages.

8. User shall furthermore be able to increase the fee when it is shown during the execution of the work that the volume of work initially agreed upon or expected when the contract was concluded, was underestimated to such a degree, and this through no fault of the user, that user cannot be expected in reasonableness to do the work agreed upon for the fee initially agreed upon.

9. The client will be authorised to annul the agreement, if the fee or tariff is increased within three months after entering the agreement. After expiration of said period, the principal will be authorised to annul the agreement, if the increase exceeds 5%. The client will not be entitled to annulment if the increase of the fee or rate results from a competence by virtue of the law.

10. User shall notify the client in writing of his intention to increase the fee or the hourly rate, whereby user shall communicate the volume of said increase and the date on which it shall take effect.

11. If the client does not wish to accept the increase in fee or hourly rate communicated by user, client shall be entitled to terminate the agreement in writing within seven working days following the above-mentioned notification, or to cancel the assignment by the date given in user's notification on which the change in fee or hourly rate would take effect.

#### **Article 11 Payment**

1. Payment for orders exceeding Euro 35.000,- must be secured in advance by Irrevocable Letter of Credit, unless explicitly indicated otherwise.

2. Payment for orders up to Euro 35.000,- must be secured by way of advance payment, unless explicitly indicated otherwise.

3. Payment must be made within 30 days from the date of invoice, in a way to be indicated by user and in the currency in which the statement of expenses was drawn up. Contestation of the amount of the statements of expenses shall not suspend the fulfilment of the payment obligation.

4. If client fails to fulfil his payment obligation within the term of 30 days, then client shall be in default by operation of law. In that event, client shall owe an interest of 1.5 % per month, unless the statutory interest rate is higher, in which case the statutory interest rate shall apply. The interest on the amount due and payable shall be calculated as from the day the client is in default until the moment he has paid the amount in full.

5. User's claims against client shall become due on demand in the event that client's company is wound up, attached, declared bankrupt, or if a suspension of payment is granted.

6. User shall be entitled to have the payments made by the client go first of all to reduce the costs, subsequently to reduce the interest still due and finally to reduce the principal sum and the current interest. User shall have the right, without this leading user to be in default, to refuse an offer for payment, if the client designates a different sequence of attribution. User shall be entitled to refuse full payment of the principal sum, if said payment does not include the interest still due, the current interest and the costs.

7. For purchase orders up to a limit of Euro 35.000,- or its equivalent in other currency, or with a delivery time of less than two months, invoicing will be made on delivery.

8. For purchase orders exceeding Euro 35.000,- and/or with a delivery time of two months or more, the following payment schedule is applicable:

- 15 % of purchase order value to be invoiced at the time of the commission.
- 40 % of purchase order value to be invoiced on 50 % completion of the work, and/or on purchase of major components that go into the system (to be defined in the offer).
- 35 % of purchase order value to be invoiced on delivery or on satisfactory completion of FAT (Factory Acceptance Test), whatever is the earlier.
- 10 % of purchase order value to be invoiced on satisfactory installation and commissioning of the equipment, or within three months of the FAT, whatever is the earlier.

#### **Article 12 The role of user as an authorized representative**

1. User shall only act as authorized representative of the client where and insofar as the client has indicated in writing that this should be so. The absence of a written power of attorney cannot be held against user, where and insofar as user shall give evidence that the client otherwise expressly gave permission, or that his role as an authorized representative ensued from given circumstances or the nature of the commission.

2. The client may not, where and insofar as user has been appointed as an authorized representative, supervise orders and give instructions to third parties who are carrying out work on the object, or are providing deliveries related to the object or supervise the work without the knowledge of user.

3. Where and insofar as user acts in conflict with the provisions of paragraph 1, disadvantages that ensue therefrom shall be for his account and risk, except insofar as the client has authorized this procedure or this behaviour is a consequence of a necessary arrangement that had to be made without delay, for which the client could not be consulted, and also except insofar as the implementation of the unauthorized order shall lead to an enrichment of the client, the costs of which procedure, also taking its usefulness into account in view of the facts and the relevant circumstances, may not be for the account of user on the grounds of fairness.

#### **Article 13 Co-operation with third parties**

1. Where the commission involves user working with other consultancies brought in by the client for its completion, such as architects or other experts, the client shall determine, after consulting all those involved, who is to be responsible for co-ordination of the work and shall specify each party's role.

2. The leadership and co-ordination referred to in paragraph 1 requires at least that the co-ordinator shall draw up a timetable for the implementation of the commission meant in paragraph 1 on time in consultation with the client and the other contractors and that he – in the case of exceeding the time limit or other circumstances that could lead to delay or damage – immediately consults with them and provides them with a written report thereof.

3. Where user receives a commission which for its completion requires work in one specialist discipline or another, user may bring in other specialists about whom the client shall be informed beforehand. Where costs ensue for the client as a result of bringing in these other specialists, prior consent must be obtained from the client. The provisions of article 12 paragraph 3 apply in such cases.

#### **Article 14 Retention of Title**

1. All goods delivered by user, possibly also including designs, sketches, drawings, films, software, (electronic) files, etc., shall remain user's property until the client has fulfilled all of his obligations under all agreements concluded with user.

2. The client shall not be authorised to pledge or encumber in any way the goods falling under the retention of title.

3. If third parties seize goods delivered subject to retention of title or wish to establish or assert a right to them, the client shall be held to inform user thereof as soon as can reasonably be expected.
4. The client shall undertake to insure the goods delivered subject to retention of title and to keep them insured against damage caused by fire, explosion and water as well as against theft and make this insurance policy available for inspection on first demand.
5. Goods delivered by user falling under the retention of title by virtue of the stipulations under paragraph 1 of the present article, may only be sold on within the framework of normal business activities and must never be used as instrument of payment.
6. In the event that user wishes to exercise his ownership rights mentioned in the present article, the client shall give user or third parties to be appointed by user, now for then, unconditional and irrevocable permission to access all sites and locations where user's property might be found and to take these goods back.

#### **Article 15 Collection Charges**

1. If the client fails to fulfil his obligations (in due time) or defaults on them, then all reasonable costs incurred to have all extrajudicial costs and debts paid shall be borne by the client. The client shall in any case owe the collection charges in the event of a monetary claim. Collection charges shall be equal to 15 % of the principal sum.
2. If user demonstrates that he has incurred higher expenses, which were necessary in reason, said expenses shall also qualify for reimbursement.
3. The reasonable judicial and execution costs possibly incurred shall equally be borne by client

#### **Article 16 Inspection and Complaints**

1. The client must notify user in writing of complaints about the work done within 8 days following their detection, but no later than within 14 days following completion of the work concerned. The notice of default must give as detailed a description as possible of the shortcoming, so that user is in a position to respond adequately.
2. If a complaint proves to be well-founded, user shall yet do the work as agreed upon, unless such has become demonstrably useless in the meantime to the client. The client must notify user in writing if the latter is the case.
3. If it is no longer possible or useful to still do the work agreed upon, user shall only be liable within the limits of article 21.

#### **Article 17 Interim cancellation of the commission**

1. Both parties shall be entitled to cancel a commission at all times.
2. If the agreement is terminated prematurely by client, user shall be entitled to compensation of the loss of capacity utilisation to be demonstrated caused by said premature termination and costs ensuing from any agreements with third parties reasonably already entered into by user for the completion of the commission, unless the termination is based on facts and circumstances which can be attributed to user. Client shall furthermore be held in that event to pay the statement of expenses for the work done up till that moment. The preliminary results of the work done up till that moment shall therefore be put at client's disposal subject to approval.
3. Furthermore the client, unless he is a consumer, shall pay 10% of the remaining part of the fee and the costs of supervision which he would have owed on completion of the commission by user. Nevertheless, where the principle of fairness so demands, user may require compensation for the true damages suffered as a result of the interim cancellation, or require from the client a limitation of the actual damage, where this damage is more than 150% or less than 50% of the agreed 10% mentioned above. The obligations in this third paragraph do not apply where the commission was cancelled early on grounds of dissolution, annulment or reasons of overriding importance to be ascribed to user.
4. If the agreement is terminated prematurely by user, user shall likewise be entitled to compensation according to paragraph 2 and 3 of the present article if, and in so far, the termination is based on facts and circumstances which can be attributed to the client.
5. User is nonetheless in that case required to limit the damage to the client as a consequence of the cancellation where and insofar as this, in the given circumstances, can be reasonably expected from him, with due observance among other things of the recovery of the costs incurred and the grounds for the remuneration.

#### **Article 18 Suspension and Dissolution**

1. User shall be authorised to suspend the fulfilment of the obligations under the agreement, in the event that:
  - client does not fulfil or does not fully fulfil his obligations resulting from the agreement
  - after the agreement has been concluded, user learns of circumstances giving good ground to fear that the client will not fulfil his obligations. If good ground exists to fear that the client will only partially or improperly fulfil his obligations, suspension shall only be allowed in so far the shortcoming justifies such action.
  - client was asked to furnish security to guarantee the fulfilment of his obligations resulting from the agreement when the contract was concluded and that this security is not provided or insufficient.

2. User shall furthermore be authorised to dissolve the agreement (have the agreement dissolved) if circumstances arise of such a nature that fulfilment of the obligations becomes impossible or can no longer be demanded in accordance with the requirements of reasonableness and fairness, or if other circumstances arise of such a nature that the unaltered maintenance of the agreement can no longer be demanded in all reasonableness.
3. The commission granted to user does not expire on the decease of the client, unless otherwise expressly agreed, in which case the agreement shall expire upon the date on which user has taken cognizance of the decease.
4. Where the client is a legal entity or a partnership, the decision to dissolve and also the loss of the legal entity will mean the commission will be seen as having ended at the moment upon which user is notified of the occurrence of one of the events. In such case, the provisions of article (11) apply.
5. If the agreement is dissolved, the user's claims against the client shall be forthwith due and payable. If user suspends fulfilment of his obligations, he shall retain his rights under the law and the agreement.
6. User shall always retain the right to claim damages.

#### **Article 19 Force Majeure**

1. Parties shall not be held to fulfil any of their obligations if they are hindered to do so due to a circumstance through no fault of their own and which cannot be attributed to them by virtue of law, a legal action or generally accepted practice.
2. In addition to the provisions of the law and the judge-made law in this respect, force majeure shall in the present general terms and conditions furthermore be understood to be any external circumstance, be it envisaged or not, on which user cannot have any influence but which prevents user from fulfilling his obligations. Industrial action at user's company shall also be understood to be a circumstance of force majeure.
3. User shall also be entitled to invoke force majeure if the circumstance rendering (further) fulfilment of the obligation(s) impossible, commences after the point in time on which user should have fulfilled his obligation.
4. Throughout the duration of the circumstances of force majeure, parties shall be entitled to suspend the fulfilment of their obligations. If this period lasts for more than two months, either of the parties shall be entitled to dissolve the agreement without any obligation to pay the opposite party damages.
5. Insofar user has already partially fulfilled his obligations resulting from the agreement at the moment the circumstance of force majeure commenced or shall be able to fulfil them and insofar separate value can be attributed to the part already fulfilled or still to be fulfilled respectively, user shall be entitled to submit a separate statement of expenses of the part already fulfilled or still to be fulfilled respectively. The client shall be held to pay this statement of expenses as if it were a separate agreement.

#### **Article 20 Return of goods put at client's disposal**

1. If user has put goods at client's disposal during and in connection with the execution of the agreement, client shall be held to return the delivered goods within 14 days in their original state, free of defects and in their entirety. If client fails to fulfil this obligation, all resulting costs shall be at client's expense.
2. If, for any reason whatsoever, client still remains in default to fulfil the obligation mentioned under paragraph 1 after being warned to do so, user shall be entitled to recover the resulting damage and costs, including replacement costs, from client.

#### **Article 21 Liability**

1. User may only be considered in breach where defects arise in implementation of the commission of a sort, which would and should have been avoided by a consultancy/seller operating properly and with due care and attention and normal expertise, after the breach has been confirmed in writing by the client in order to allow the consequences of the defects to be remedied within a reasonable period of time.
2. If user is liable for direct damage, then said liability shall be limited to the amount that the client would owe user for the complete fulfilment of the relevant commission, notwithstanding its nature and scope, at least up to a maximum equalling the amount of the payment to be made by user's insurer. User's liability for direct damage shall at all times be limited to a maximum of € 1.000.000,00 (one million Euro).
3. In the event of an assignment with duration of more than 6 months, the liability shall, contrary to the stipulations under paragraph 3 of the present article, furthermore be limited to the part of the fee still due for the last six months.
4. Direct damage shall be understood to be exclusively:
  - the reasonable costs incurred to establish the cause and the volume of the damage, in so far said establishment relates to damage in the sense of the present terms and conditions
  - the reasonable costs possibly incurred to have user's faulty performance meet the conditions of the agreement, unless such faulty performance cannot be attributed to user;

- the reasonable costs incurred to prevent or limit the damage, in so far client demonstrates that said costs have led to the limitation of direct damage as meant in the present general terms and conditions.

5. User shall never be liable for indirect damage, including corrosion damage, consequential damage, loss of profit, lost savings and damage due to business stagnation.

6. The limitations of liability for direct damage contained in the present terms and conditions shall not apply if the damage is due to intentional act or omission or gross negligence on the part of user or his subordinates.

#### **Article 22 Safeguarding**

1. The client shall safeguard user against claims filed by third parties concerning intellectual property rights on material or data provided by the client, which shall be used for and during the execution of the agreement.

2. If the client provides user with information carriers, electronic files or software etc., the client shall guarantee that said information carriers, electronic files or software are free of viruses and defects.

#### **Article 23 Warranty**

1. The warranty is valid only, provided that the product(s) have been properly used, and handled with the utmost care and diligence normal for the type of equipment, and according to user manuals and instructions provided by user. In no event does this warranty cover defects due to normal wear and tear, improper use, violation of normal working practices or disregard for user's operating or installation instructions.

2. Under this warranty user will repair and/or replace components, or if necessary the complete unit at free from charge. However, the warranty does not cover shipment, freight taxes or other charges, if applicable in conjunction with the repair work. Nor does it cover any costs for making access to the location of the equipment, dismantling, re-installation or re-commissioning after repair. Neither shall user be liable for costs relating to guaranty work performed below the waterline (subsea), heavy lift operations, and transportation to, from and at offshore locations. In no events shall user be liable for lost profits or consequential damages, even if user has been informed about the possibility of such damage.

3. Under all circumstances warranty will be limited to the product/service itself. Indirect damage, including corrosion damage, consequential damage, loss of profit, lost savings and damage due to business stagnation does not cover the warranty.

#### **Article 24 Transfer of Risk**

1. The risk of loss of, or damage to the goods being the subject of the agreement, shall be transferred to client the moment said goods are judicially and/or actually delivered to client and therefore fall into the power of client or of third parties to be appointed by client.

#### **Article 25 Secrecy**

1. Both parties shall be bound to secrecy of all confidential information they have received within the scope of their agreement from each other or from another source. Information shall be considered to be confidential if the other party has indicated so or if the confidential character results from the nature of the information.

2. If a statutory provision or a judicial decision compels user to convey confidential information to third parties designated by law or by the court and user cannot for that purpose invoke a legal right to refuse to give evidence or such a right acknowledged or allowed by the competent court, user shall not be held to pay damages or compensation and the opposite party shall not be entitled to demand the dissolution of the agreement on the ground of any damage resulting from said circumstance.

#### **Article 26 Intellectual Property and Copyrights**

1. The user claims all rights on its intellectual property. This is on reports, software, inventions, designs, drawings, standards, procedures, electronics and products.

2. Without prejudice to the other stipulations of the present general terms and conditions, user shall reserve the rights and authorities to which user is entitled under the Copyright Act.

2. All documents, such as reports, advice, agreements, designs, sketches, drawings, software, etc., provided by user, shall be destined to be used by client exclusively and must not be reproduced, made public or brought to the notice of third parties by client without prior consent from user, unless the nature of the documents provided dictates otherwise.

3. Should software be needed for use on more than one computer or PC, there will be an additional charge for each software operating license.

4. User shall reserve the right to use the knowledge gained due to the execution of the work for other purposes, in so far no confidential information shall be brought to the notice of third parties when doing so.

#### **Article 27 Samples and Models**

1. If a sample or model has been given to client, then the assumption is that such has been given by way of indication only, unless parties agree explicitly that the product to be delivered shall correspond with it.

2. In the event of an assignment concerning immovable property, the surface area or other measurements and indications given shall also be assumed to be merely indicative without any obligation to have the product to be delivered correspond with it.

#### **Article 28 Non-employment of the opposite party's personnel**

1. Throughout the duration of the agreement and for one year following termination thereof, client shall not in any way, hire or employ in any other way, be it directly or indirectly, staff of user or of enterprises whom user has engaged to execute the present agreement and who are (were) involved in the execution of the agreement, without prior proper businesslike consultation on this matter, all this in accordance with the requirements of reasonableness and fairness.

#### **Article 29 Disputes**

1. Solutions to differences of opinion between the client and user shall, as far as possible, be sought out of court. Where a difference of opinion is not able to be solved out of court, a dispute shall be considered to exist.

2. All disputes, including those which are only regarded as such by one of the parties, which arise between the client and user in connection with the commission, or any agreement which ensues from it, shall, to the exclusion of the judge in ordinary and at the highest level exclusively be judged by arbitration in accordance with the Regulations of the Arbitration Board established by the General Council of the Royal Institute of Engineering.

3. An arbitration tribunal in accordance with the regulation mentioned in paragraph 2 of this article shall judge as just men observing principles of fairness.

4. Where this article refers to the client or to user this shall include the assignees of the client or user.

#### **Article 30 Applicable Law**

1. Dutch law shall apply to each and every agreement between user and the client.

#### **Article 31 Changes to the Terms and Conditions and their Location**

1. The present terms and conditions have been filed at the office of the Chamber of Commerce in Leiden. The most recently filed version shall always apply, or, as the case may be, the version valid at the time the agreement was concluded.