

General Terms & Conditions
of
(GEG) Green Energy Ghana B.V.
Located in Ede, Stationsweg 73/B (NL)

The general terms and conditions are divided into:

- A.I.V. *(Algemene Inkoop Voorwaarden)* General Purchasing Conditions
- A.V.V. *(Algemene Verkoop Voorwaarden)* General sales-agreements
- DNR 2011 *(De Nieuwe Regeling 2011, rechtsverhouding opdrachtgever – architect, ingenieur en adviseur)* The New Regulations 2011, legal relationship client – architect, engineer and consultant

Each quote sent will explicitly state which conditions apply.

General Purchasing Conditions

Article 1 General

1.1 All our offers, agreements and their implementation are exclusively governed by these terms and conditions. Deviations must be expressly agreed in writing with the client.

1.2 In these general terms and conditions the following definitions apply:
Contractor: the user of the general terms and conditions;
Client: the counterparty of the contractor.

Article 2 Application of terms and conditions

2.1 The client rejects the applicability of your general terms and conditions of sale or delivery or other terms and conditions that are or tend to be declared applicable by the contractor, unless and insofar as the client has expressly accepted the applicability in writing.

2.2 By merely placing an order and/or receiving the delivered goods, the contractor accepts these terms and conditions and is deemed to have tacitly agreed to the exclusive applicability of these terms and conditions in the event of any further verbal, telephone or telex information provided by him. orders placed by fax or otherwise, regardless of a written confirmation from us..

Article 3 Laws and Rights

3.1 All instructions given by the client with regard to compliance with legal and other rules and regulations will be followed by the contractor at all times.

3.2 For all damage and costs and other adverse consequences, of whatever nature, that may arise because the contractor fails to take measures to comply with legal and other regulations, or because the contractor does not follow instructions provided by the client or the construction management , the client will be indemnified by the contractor without any reservation.

3.3 The contractor must ensure the timely acquisition of all public and private law permits, exemptions and other decisions that are required or prescribed for the performance of our assignment.

Article 4 Quotations

4.1 All offers made remain valid for a period to be specified by the client. In the absence of such money a period of 3 months. All our offers are without obligation unless stated otherwise in our offer.

4.2 All price lists and other information provided with an offer are specified as accurately as possible. These are only binding on the client if this has been expressly confirmed in writing. The Client is not obliged to provide detailed information unless otherwise agreed in writing. All data/information provided with an offer remains (intellectual) property of the client and must be returned at the first request.

4.3 Sending quotations and/or (other) documentation does not oblige the client to deliver or accept the order.

4.4 The prices in the quotes mentioned are exclusive of VAT, unless stated otherwise.

Article 5 Price; Contract sum

The price or contract price agreed with the contractor is fixed. Changes in costs of materials or wages or in taxes or other costs owed by the contractor will not be settled, unless stated otherwise in our instructions.

Article 6 Construction and other materials

6.1 Delivery of materials takes place after consultation about date and time, but always within the agreed delivery time.

6.2 The ownership of materials is transferred to the contractor immediately upon delivery to the work, but in the case of advance payment or payment in instalments, as soon as the first payment has been made.

6.3 A product information sheet is supplied with every shipment of chemical and other hazardous substances, which contains regulations regarding the personal protective equipment to be used and other provisions in the field of safety, health and hygiene. This sheet also indicates what measures must be taken in the event of accidents, fire or other calamities. The packaging of the hazardous substances supplied by the client meets all legal requirements.

6.4 All deliveries are made on site to the satisfaction of the client and to that of the works management. The client is also authorized to inspect (or have inspected) materials during the production process. All materials that are rejected, for whatever reason, will be replaced. If materials are damaged, repair can also take place instead of replacement, but only with our permission.

6.5 Materials that have been rejected will be removed by the client on demand.

7.6 If materials are supplied by the client or installed in the work to which the Building Materials Decree for soil and surface water protection applies, the client guarantees that these materials comply with all the requirements applicable under the decree in terms of composition and properties. The costs associated with a certificate or statement shall be borne by the contractor. Submission of a certificate or statement does not release the contractor from your liability or from any guarantee provided by the contractor.

6.7. The client will immediately inform the client of all changes in the composition of the materials to be delivered.

Article 7 Personnel

7.1 The personnel used in the performance of our assignment are under the supervision and responsibility of the client.

7.2 In the event of misconduct or unsuitability of the client's personnel or in the event of refusal to comply with regulations or instructions in the field of safety, working conditions, order or the environment, the client is entitled to deny the offender(s) access to the work or to remove the work.

7.3 The working and rest times on the construction site and the general holidays or public holidays recognized at the work site, as well as holidays or other collective days off prescribed by the government or in a collective labour agreement to which the client is bound, will also be observed by the contractor. taken. The client is not liable for additional costs that may arise for the client as a result.

7.4 The contractor will be notified of all accidents on the construction site involving the client's personnel.

7.5 The client is not liable if our part in the work cannot be carried out as a result of a strike or other forms of labour unrest among the personnel of the client or that of a third party.

7.6 The Client is authorized to require personnel present at the construction site to identify

themselves by submitting a valid passport or driving licence.

7.7 If indicated in the Additional Provisions that form part of our assignment, the client's personnel must work on the construction site with due observance of a safety management system.

Article 8 Execution of the agreement

8.1 The Contractor will perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship and on the basis of the state of the art known at that time.

8.2 If and insofar as the proper execution of the agreement requires this, the contractor has the right to have certain activities performed by third parties.

8.3 If circumstances give cause to do so (e.g. illness), the contractor reserves the right to have the agreed work performed by third parties.

8.4 The agreed work will be carried out by the contractor at its own discretion. The contractor has the right to determine and schedule the time and duration of the work at its own discretion..

8.5 During the course of the agreement, the contractor will consult with each other regularly, but at least once every two weeks, about the state of affairs, progress and all other matters concerning the assignment. Special circumstances such as holidays, reserved.

8.6 At the end of the agreement, an evaluation will take place by the client and the contractor.

8.7 The client ensures that all data and materials, which the contractor indicates are necessary or of which the client should reasonably understand that these are necessary for the execution of the agreement, are provided to the contractor in a timely manner. If the information required for the implementation of the agreement has not been provided to the contractor in time and/or incompletely, the contractor has the right to suspend the implementation of the agreement and/or to charge the additional costs resulting from the delay in accordance with the usual rates. to be charged to the client.

8.8 The contractor is not liable for damage of any nature whatsoever because the contractor relied on incorrect and/or incomplete information provided by the client, unless it should have been aware of this inaccuracy or incompleteness.

8.9 If it has been agreed that the agreement will be executed in phases, the contractor can suspend the execution of those parts that belong to a subsequent phase until the client has approved the results of the preceding phase in writing.

8.10 The client authorizes the contractor to act on its behalf, insofar as this logically fits in with the assignment, as described in the quotation.

8.11 Without prejudice to what is stated above in paragraph 8.10, all assignments to third parties are given on behalf of the client. All associated and ensuing costs are for the account and responsibility of the client. The client indemnifies the contractor against the legal and extrajudicial consequences of the work to be performed in connection with the assignment.

8.12 The safety and health plan that will be drawn up with regard to the work on the basis of the Working Conditions Decree will be complied with by the contractor without any reservations.

Article 9 More and less work

9.1 If during the execution of the agreement it appears that for proper execution it is necessary to

change or supplement the work to be performed, the parties will amend the agreement in good time and in mutual consultation.

9.2 If the parties agree that the agreement will be amended or supplemented, the time of completion of the performance may be affected. The contractor will inform the client of this as soon as possible.

9.3 If the change or addition to the agreement has financial and/or qualitative consequences, the contractor will inform the client about this in advance.

9.4 If a fixed fee has been agreed, the contractor will indicate to what extent the change or addition to the agreement will result in a change of this fee.

9.5 Settlement and performance of additional or less work will not take place until it has been approved in writing. Work in connection with the work that has not been carried out on our behalf, but has been commissioned by the client of the work without our intervention, is for the account of the client and must be settled with the client.

Article 10 Commencement; Contract duration; Delivery

10.1 If it is not possible to start the performance of the assignment at the specified time, the client is not liable for the consequences of such a delay, regardless of the cause, nor for those of an interim change in the time, work and or construction schedule or other delays in the progress of work. Under no circumstances does the client have the right to cancel our assignment for these reasons.

10.2 The client has the right to set a further term for any (imminent) stagnation in the progress of the execution of our assignment or any (imminent) exceeding of the time at which our assignment must be performed.

10.3 If stagnation in the progress of the work or postponement of the delivery of the work is the result of a circumstance for which you are responsible, the client will be entitled to recover from the contractor all damage that the client or others may suffer as a result. This damage also includes the discounts or fines described in the specifications of the work that the client may be imposed by or on behalf of our client.

Article 11 Guarantees

If no other period has been included in our order or in the applicable specifications, a guarantee period of six (6) months applies.

Article 12 Liability; Insurance

12.1 The contractor is only liable towards the client for shortcomings in the performance of the assignment, insofar as these are the result of gross negligence or intent on the part of the contractor.

12.2 If and insofar as any liability should rest on the contractor, for whatever reason, this liability is at all times limited to the amount of the invoices, on the understanding that in the case of assignments with a term longer than 3 months, the liability remains limited, up to the invoice amount that is due for the last 3 months before termination of the assignment.

12.3 The client undertakes to indemnify the contractor against all liability and any claim, enforced in or out of court, arising from or related to the performance by the contractor of work, with the exception of gross negligence or intent on the part of the contractor.

Article 13 Payment

13.1 Payment must be made within 30 days of the invoice date, in a manner to be indicated by the contractor, in the currency in which the invoice is made.

13.2 After the expiry of 30 days after the invoice date, the client is in default; the client owes interest of 1% per month on the due and payable amount from the moment of default, unless the statutory interest is higher, in which case the statutory interest applies.

13.3 In the event of liquidation, bankruptcy or suspension of payment of the client, the claims of the contractor and the obligations of the client towards the contractor will be immediately due and payable.

13.4 Payments made by the client always serve first of all to settle all interest and costs owed, and secondly to pay due and payable invoices that have been outstanding the longest, even if the client states that the payment relates to a later invoice.

Article 14 Dissolution

14.1 The contractor's claims against the client are immediately due and payable in the following cases:

A. Circumstances brought to the attention of the contractor after the conclusion of the agreement give the contractor good grounds to fear that the client will not fulfil its obligations.

B. If the contractor has asked the client to provide security for compliance when concluding the agreement and this security is not forthcoming or is insufficient.

14.2 In the cases referred to in 15.1, the contractor is authorized to suspend further performance of the agreement or to dissolve the agreement, without prejudice to the contractor's right to claim compensation.

14.3 The agreement automatically ends with immediate effect:

- A. At the end of the agreed duration of the assignment;
- B. Due to the death of the contractor;

- C. By mutual consent;
- D. Due to bankruptcy or suspension of payment of the client;
- E. By dissolution of the agreement in case the obligations of article 14 are not met.

Article 15 Confidentiality

With regard to all data and other matters relating to the work or our company of which the contractor knew or should have understood the confidential nature, the contractor will observe absolute confidentiality.

Article 16 Order

If the administrative conditions of a specification also apply to the assignment given to the contractor, in the event of a contradiction, the provisions of our assignment will always take precedence over the specification conditions, and the specification conditions over these General Terms and Conditions.

Article 17 Applicable Law; Disputes

17.1 Dutch law applies to the assignment given to the contractor.

17.2 If any provision of our assignment or of these General Terms and Conditions should be in conflict with mandatory law, that provision will be non-binding, but the other provisions will remain in full force.

17.3 All disputes arising from this instructions given by the contractor or any further instructions shall be settled by arbitration in accordance with the statutes of the Arbitration Board for Construction Companies in the Netherlands, unless a different dispute settlement procedure is included in the applicable specifications. In that case, this regulation also applies to disputes that may arise between the contractor and the client. However, the client is at all times authorized to submit a dispute of which the subdistrict court takes cognizance pursuant to the law to the competent subdistrict court for settlement, while the client may, where appropriate, turn to the president of the competent district court in order to obtain a provisional remedy. to obtain summary proceedings or leave to take precautionary measures.

17.4 If the client is found in the right in any dispute, the contractor is obliged to reimburse the client for all judicial and extrajudicial costs, including the costs of legal assistance, also insofar as it concerns costs that may not be awarded by the court.

These General Terms and Conditions, which have been filed at the office of the Arnhem Chamber of Commerce, apply to all quotations or assignments submitted or issued on or after January 1, 2014.

General sales-agreements

Article 1 general

- 1.1 These General Terms and Conditions apply to all assignments given by us, regardless of whether it concerns (sub)contracting work or the provision of construction or other materials or services, including those in the field of the provision of manpower, and furthermore, at any request, to submit a quotation that may lead to an order to be awarded by us.
- 1.2 The quotations we receive from you are binding for the period stated in the quotation, but at least for a period of forty (40) days.
- 1.3 The order issued by us will be deemed to have been accepted by you, unless you have notified us to the contrary in writing within eight (8) days of the date of the order.
- 1.4 Every assignment is given by us under the resolutive condition that the performance of the work to which the assignment you have given relates, also referred to as "the work" in these General Terms and Conditions, is not assigned to us, or that our client or the management of work on the assignment given to you withholds approval, in which cases we will be mutually released from all obligations by operation of law.
- 1.5 If the work is not carried out in its entirety, but in part, the order issued by us will only remain valid with regard to that part, and the order will otherwise be deemed not to have been given. In that case, the price or contract price agreed with you will be reduced in proportion to the reduction in your share of the work.
- 1.6 In the event of a full or partial dissolution, you are not entitled to any calculation or other reimbursement of costs.

Article 2 applying general terms

- 2.1 We reject the applicability of your general terms and conditions of sale or delivery or other terms and conditions that are or tend to be declared applicable by you, unless and insofar as we have expressly accepted the applicability in writing.

Article 3 data to be made available

- 3.1 Unless our order relates exclusively to the supply of construction or other materials that are not installed by you in the work, you must make available to us on first request, if and insofar as required or applicable:
- a. a valid proof of registration with the implementing institution with which you are affiliated;
 - b. your business permit;
 - c. an extract from the registration in the trade register of the Chamber of Commerce and Industry not older than three (3) months;
 - d. a statement from the relevant implementing agency regarding your payment behaviour as well as a statement regarding the payment of wage tax, which are not older than three (3) months, and

e. a copy of the G account agreement with the institution where the account is held.

Changes in the data described must be reported to us immediately. Upon expiry of the period of validity of the statements described under c and d, a replacement statement must be submitted immediately.

Article 4 non-competition

- 4.1 No quotation or offer will be made by you to the client of the construction management with regard to work or deliveries related to the work. Without our involvement, you will not make any arrangements with the client regarding any matter concerning the work. Orders or instructions from the client of the construction management will only be carried out after our permission or authorisation..

Article 5 Laws; Regulations ; Permits

- 5.1 You are deemed to be familiar with all legal and other rules and regulations that apply to the performance of our assignment, including those relating to safety, working conditions and the environment, and you are obliged to take all necessary measures to compliance with such rules and regulations.
- 5.2 All instructions given by us or by the construction management regarding compliance with legal and other regulations and regulations will be followed by you at all times.
- 5.3 For all damage and costs and other adverse consequences, of whatever nature, that may arise because you fail to take measures to comply with legal and other regulations, or because you do not follow instructions given by us or by the construction management, we are indemnified by you without any reservation.
- 5.4 You must ensure the timely acquisition of all public and private law permits, exemptions and other decisions that are required or prescribed for the performance of our assignment.

Article 6 Data

- 6.1 All drawings, designs, models, specifications and other data that are made available to you by us for the preparation or performance of our assignment remain our property.
- 6.2 All data made available to you by us must be sent to you immediately upon receipt accuracy and completeness, and you must notify us of any inaccuracy or incompleteness immediately after discovery. If and insofar as you have not pointed out any inaccuracy or incompleteness to us at the latest at the time of submitting your quotation, you will be deemed to have accepted the information provided to you without reservation, and all consequences of the use of incorrect or incomplete information by you will be being carried.
- 6.3 You may not use the information provided by us for any other purpose than for the preparation and performance of our assignment.

- 6.4 After the execution of our assignment, all data provided to you must be returned to us without any delay.

Article 7 Price; Contract sum

- 7.1 The price or contract price agreed with you is fixed. Changes in costs of materials or wages or in taxes or other costs owed by you will not be settled, unless stated otherwise in our instructions. Even if no risk scheme applies, you will be obliged to provide us with a statement of wages and costs of materials at our first request.

Article 8 Construction and other materials

- 8.1 Unless stated otherwise in our order, the delivery of materials takes place free of charge and unloaded at the work. All transport, insurance, unloading and other delivery costs of any kind, including those of bagging stones, are at your expense.
- 8.2 Delivery of materials must take place after consultation about date and time, but always within the agreed delivery time. Delivery and unloading of materials outside normal working hours is not possible without our permission. If we are unable to receive materials, you will, in close consultation with us, arrange for storage and monitoring until delivery can take place.
- 8.3 The ownership of materials passes to us immediately upon delivery to the work site, but in the case of advance payment or payment in instalments, as soon as the first payment has been made. In that case, you must arrange for separate storage of the materials to be supplied by you until delivery is made. However, in all cases you bear the risk of loss or damage until delivery to the work has taken place or, in the case of materials to be installed in the work, until the moment of delivery of your share of the work.
- 8.4 Title and risk in any materials that are rejected shall be deemed never to have passed to us..
- 8.5 Each shipment must be accompanied by a packing list and a consignment note stating our order number and, where relevant, applicable handling, processing, connection, operating and maintenance instructions. With every shipment of chemical and other hazardous substances, you must also provide us with a product information sheet, which contains regulations regarding the personal protective equipment to be used and other provisions in the field of safety, health and hygiene. This sheet must also indicate what measures must be taken in the event of accidents, fire or other calamities. The packaging of the hazardous substances supplied by you must comply with all legal requirements. You will make the prescribed protective equipment available to your own employees at your own expense.
- 8.6 All deliveries are made on site to our satisfaction and to that of the works management. We are also authorized to inspect materials (or have them inspected) during the production process.
- 8.7 All data and facilities necessary for the inspection must be made available to us free of charge.

- 8.8 All materials that are rejected, for whatever reason, must be replaced immediately at your own expense. In that case we are also authorized to cancel the assignment given to you on the basis of Article 22.
- 8.9 If materials are damaged, repair can also take place instead of replacement, but only with our permission and that of the management of the work.
- 8.10 Approval does not release you from any warranty obligation or liability.
- 8.11 Materials that have been rejected will be removed by you at your own expense upon first notice, and if you fail to do so, we will arrange for removal and storage, but at your expense.
- 8.12 We shall be entitled to require the production of a certificate of approval or other similar statement showing that the materials supplied or processed by you have been inspected or approved by an independent body. If materials are supplied by you or installed in the work to which the Building Materials Decree on soil and surface water protection applies, you guarantee that these materials comply with all the requirements applicable under the Decree in terms of composition and properties, as evidence of which you must notify us at our first request must be able to submit a recognized quality statement from a designated body within the meaning of the Decree. You are liable for all damage that we may suffer due to your failure to do so, while you will indemnify us against all third-party claims that may be made against us as a result of your failure. The costs associated with a certificate or statement are for your account. Submission of a certificate or statement does not relieve you of your liability or any warranty provided by you.
- 8.13 We will be notified immediately of all changes in the composition of the materials to be delivered, failing which you will be liable for any damage that may arise as a result.

Article 9 Personnel

- 9.1 The personnel you use in the performance of our assignment are under your supervision and responsibility. You will not employ any personnel other than your own without our permission.
- 9.2 In the event of misconduct or unsuitability of your personnel or refusal to comply with regulations or instructions in the field of safety, working conditions, order or the environment, we are entitled to deny the offender(s) access to or from the work. to delete. In such a case you are obliged to immediately arrange for replacement personnel who do meet the requirements.
- 9.3 You will also observe the working and rest times on the construction site and public holidays or public holidays recognized at the place of work, as well as holidays or other collective days off prescribed by the government or in a collective labour agreement to which we are bound. be taken. We are not liable for additional costs that may arise for you as a result.
- 9.4 We must be notified immediately of all site accidents involving your personnel.

- 9.5 We are not liable if your part in the work cannot be carried out as a result of a strike or other forms of labour unrest among our staff or that of a third party.
- 9.6 We are authorized to require that personnel present at the construction site can identify themselves by submitting a valid passport or driving licence. Your staff will not be allowed to place motor vehicles on the construction site.
- 9.7 Your part in the work may not be stopped by you due to frost damage without our prior written consent.
- 9.8 All wage and other obligations towards your staff will be properly fulfilled by you, as well as your obligation to pay wage tax and social security and pension contributions. We will be able to recover from you wages or other payments that we would be required to make to your personnel or that of a subcontractor under an applicable collective bargaining agreement. You must pay us statutory interest on such amounts.
- 9.9 If indicated in the Additional Provisions that form part of our order, your staff shall the construction site must be worked in accordance with a safety management system, which is certified on the basis of the Safety Checklist for Contractors.

Article 10 Equipment

- 10.1 Unless stated otherwise in our order, you must provide all tools and other equipment necessary for the performance.
- 10.2 You are required to demonstrate to our satisfaction that all your tools and other equipment are in good repair and meet all applicable safety requirements. For that purpose, test certificates or comparable documents must be available for inspection at the construction site. The use of tools or other equipment that does not meet all requirements is prohibited. In such a case, you must arrange for a replacement at your own expense. You will also be liable for any damage or expense of any kind resulting from the use of non-compliant tools or equipment.
- 10.3 We are under no obligation to guard or insure your tools, equipment or other property or those of your staff, and we accept no risk of damage or loss.
- 10.4 The horizontal and vertical transport necessary for the performance of our assignment must be carried out by you at your own expense and risk, unless stated otherwise in our assignment.
- 10.5 The equipment made available to you by us remains our property at all times, and any equipment purchased or manufactured by you on our behalf will become our property when completed or received by you. This equipment must be marked by you, indicating that it belongs to us. You will point out our rights to third parties who wish to recover material belonging to us. We will be notified immediately of such claims by third parties. You are not permitted to remove equipment that belongs to us from the construction site or to use it or to have it used by someone else other than for the performance of our assignment.

- 10.6 Equipment owned by us must be inspected upon receipt and you must notify us immediately of any defects. In the absence of such notification, the equipment will be deemed to have been received by you in good condition. All our equipment must be used and maintained in accordance with the requirements of good workmanship. As long as equipment belonging to us is in your custody, you bear the risk of damage or loss. You must insure this risk at your own expense. We must be notified immediately in writing of any incident of damage or loss.

- 10.7 After the performance of our assignment, you must return all equipment that is our property belong to us without delay in good condition, unless we have given you permission to destroy it after use.

Article 11 Implementation

- 11.1 In the case of (sub)contracting, the progress of your work will be recorded by you at our direction in reports, which you will submit to us for signature on a weekly basis.
- 11.2 An officer must always be present at the work site, who is authorized by you to attend construction, work and other meetings on your behalf, and to represent you on all occasions regarding the performance of our assignment. At the start and end of the work, he must report to the foreman at work.
- 11.3 We will not make the electrical energy that you need to perform your part in the work available to you.
- 11.4 You will not be permitted to place your own canteen, storage, toilet or other space on the construction site without our prior written permission. You may use the telephone on the construction site against payment of call charges.
- 11.5 The construction site will not be polluted by you or your staff. Unless stipulated otherwise on our instructions, we will make waste containers available on the construction site, in which packaging material and other construction waste released by you must be deposited, with due observance of the instructions to be provided by the project or company manager or the contractor at the work site. . If containers have been made available for the separate collection of waste, you are obliged not to deposit any waste in the containers until after you have sorted it, and if we do not make waste containers available, any packaging material and other construction waste must be disposed of at your own expense. to be removed from work. In all cases in which you do not hand over waste to a collector, but transport it with your own equipment to a waste processor or processor without the intervention of a collector, or have it transported by another party, you will comply with all notification and registration obligations to which you are subject. of the applicable provincial environmental ordinance. Under no circumstances may hazardous waste be dumped in containers intended for the collection of waste. Hazardous waste must at all times be removed from the work site at your own expense, with due observance of all applicable legal requirements. All costs incurred in the event of a breach of these provisions, including any fines imposed on us as a result thereof, shall be borne by you and, if paid by us, shall be reimbursed by you upon our first demand. Every room in

which you have carried out work must be submitted to us after your work has been completed in good and clean condition.

- 11.6 The safety and health plan that will be drawn up with regard to the work on the basis of the Working Conditions Decree will be complied with by you without any reservations, and you will be obliged to follow all instructions that you may be given without being able to claim any additional payment. are given by the coordinator responsible for monitoring compliance with the plan.

Article 12 Outsourcing work

- 12.1 You may not have the assignment we have given you carried out in whole or in part by a third party, nor may you use hired workers, unless this is done with our prior written consent.
- 12.2 At all times you remain fully responsible for work or deliveries that you have carried out by a third party with our permission.
- 12.3 In the event that you are unable to meet your payment obligations towards a third party to whom you have carried out the order issued by us in whole or in part, we are entitled to pay the payments owed by you directly to the concerned third party. In such a case, we will be able to set off any payments we have made on your behalf against any payments we may or may become due to you.
- 12.4 In agreements with third parties through whom you have (part of) the assignment given by us carried out with our permission or from whom you hire workers, you must declare these General Terms and Conditions to apply mutatis mutandis.

Article 13 Contract variations

- 13.1 If, in your opinion, additional or less work occurs, you must immediately report this to us in writing, stating the consequences in terms of time and money. The implementation may not be started before an additional written order has been issued, unless the implementation of the additional or less work cannot be postponed on the instructions of the project or company manager and the foreman at the work. Such an instruction can only be evidenced by an order or order form signed by the project or company manager together with the contractor, on which the additional or less work to be performed is stated with the agreed additional or less price.
- 13.2 The mere change of a time, work or construction schedule does not entitle you to settlement of additional work.
- 13.3 Settlement of additional or less work will not take place until it has been approved in writing. Work in connection with the work that has not been carried out by you on our instructions, but that has been assigned to you by the client of the work without our intervention, is for the account of the client, and must be settled with him by you.

Article 14 Commencement; Duration; Delivery

- 14.1 We will indicate, where necessary, when you can start the performance of our assignment, unless the time of commencement is stated in the assignment. You must carry out our assignment with

such diligence, in accordance with the timetable drawn up by us and in consultation with the foreman on the job, that there is no stagnation in the progress of the work, and in particular you must for that purpose to have access to sufficient skilled personnel at all times.

- 14.2 If it is not possible to commence the performance of our assignment at the specified time, we are not liable for the consequences of such a delay, regardless of the cause, nor for those of an interim change in time, work - or construction schedule or other delays in the progress of work. Under no circumstances are you entitled to cancel our assignment for these reasons.
- 14.3 The consequences of unworkable weather remain for your account.
- 14.4 We must be notified immediately of any (imminent) stagnation in the progress of the performance of our assignment or of any (imminent) exceeding of the time at which our assignment must be performed. If such stagnation or exceeding is the result of a circumstance that can be attributed to you, you will be in default by operation of law, and we will be entitled either to set a further period in which you will still be able to fulfil your obligations or to cancel the assignment given to you. to be withdrawn under Article 20. In the first case, we may require you to deploy extra personnel without any right to additional payment or to have your employees carry out work overtime on the construction site in order to limit stagnation or overruns as much as possible.
- 14.5 If stagnation in the progress of the work or postponement of the completion of the work is the result of a circumstance for which you are responsible, we will be entitled to recover from you all damage that we or others may suffer as a result. This damage also includes the discounts or fines described in the specifications of the work that may be imposed on us by or on behalf of our client.
- 14.6 Insofar as this has not already been done before, you must provide us with maintenance and operating instructions as well as revision drawings at the latest at the time of delivery of the work. Installations must be ready for operation and adjusted upon delivery.

Article 15 Guarantees

- 15.1 You guarantee that the assignment given will be carried out by you in accordance with the requirements of good and good sound work in accordance with the provisions of our assignment and those of the applicable specifications, and furthermore with due observance of all other applicable requirements, standards and regulations. All materials to be supplied or processed by you will furthermore be of good quality and free from design, manufacturing, assembly or material defects, and must correspond in all respects to the samples provided to us and be suitable for use for which they are intended in accordance with the requirements set by the Building Materials Decree.
- 15.2 If no other period has been included in our order or in the applicable specifications, a guarantee period of twelve (12) months applies.

- 15.3 The guarantee statements required under our order or the specifications must be handed over to us upon delivery to the work if it concerns materials that you should not install in the work. In the case of subcontracting, drafts of the warranty statements to be provided by you must be submitted to us for assessment and approval at the latest at the start of your work. We shall be entitled to suspend any payment of (instalments of) the price or contract price agreed with you and anything else we may owe you for whatever reason, until you have fulfilled your obligations in this respect.

Article 16 Liability; Insurance

- 16.1 We are entitled to compensation for all damage, of whatever nature, including trading loss, which is the result of defects in the materials supplied or work performed by you or of any other shortcoming that can be attributed to you.
- 16.2 You are also liable for all damage resulting from errors by your employees or other persons whom you use for the performance of our assignment. We will be indemnified by you against all claims of third parties that may be made against us, including those of the client of the work.
- 16.3 At your own expense, you must take out insurance that covers your statutory and contractual liability for damage that may arise during or in connection with the performance of our assignment. At our first request, you will allow us to inspect the policy and the policy conditions or provide us with a copy or copy of the certificate of insurance. You must also arrange for a Construction All Risk insurance at your own expense that relates to the project you are working on. At our first request, you will provide us with a copy of the policy, the policy term and proof of payment for the relevant insurance.
- 16.4 The liability for motor vehicles used on the construction site must be covered by insurance that meets the requirements of the law motor vehicle liability insurance.

Article 17 Industrial and intellectual property

- 17.1 You warrant that the use of the materials provided or incorporated by you in the work will not infringe any industrial or intellectual property right of any third party, and you will indemnify us against any claim made in respect of such infringement.

Article 18 Invoicing

- 18.1 Within fourteen (14) days after we have given you the order, you must submit to us for approval a payment schedule with the terms of the price or contract price agreed with you. In the case of (sub)contracting, the due dates must be determined from term to term on the basis of readings that can be included or measured in the work without special tools.
- 18.2 All invoices must be submitted in duplicate and must meet the requirements of Article 35 of the Turnover Tax Act 1968 or those of any other replacement statutory regulation. At least the following information must be stated on each invoice:
- your name and address;

<ul style="list-style-type: none"> – a description or have a protection of the work; – the contract number to which the invoice relates; – if applicable, the amount of the turnover tax due, stating the VAT number; 		<p>of which we can claim compensation, we will be allowed to deduct from payments that we owe you. All payment obligations that may rest on us are suspended until it has been determined what amount we owe you as a result of the cancellation of our order.</p>
<p>and also in cases involving (sub)contracting:</p>		<p>22.3 Due to cancellation of the assignment given to you, we are never obliged to pay any compensation or compensation.</p>
<ul style="list-style-type: none"> – the period in which the work to which the invoice relates was carried out and the place of performance; 	<p>19.3 For your part, you agree to waive your right of retention or any other statutory right of suspension without any reservation.</p>	<p>22.4 In the event of cancellation of our order, materials supplied by you, but which we can no longer use as a result of the cancellation, will only be returned after refund of all payments you may have already received.</p>
<ul style="list-style-type: none"> – the wages included in the invoice amount; 	<p>19.4 We are entitled to set off any amounts we owe to you against anything that we have or will have to claim from you on any account, even if such claim is not yet due and payable. You also accept that all other companies and legal entities affiliated with us in the same group as joint and several co-creditors are entitled to everything we can claim from you, so that all amounts we can claim from you can also be settled. set off that you can claim from those other companies or legal entities.</p>	<p>22.5 The provisions of this article apply mutatis mutandis if you are declared bankrupt, apply for suspension of payment or cease, liquidate or transfer your company to a third party, and only those of the first and third paragraph, even if the work is terminated in an unfinished state or our agreement with the client of the work is dissolved for any reason.</p>
<ul style="list-style-type: none"> – the amount to be paid into your G-account on the basis of our instructions, as well as the account number and the name of the institution where the account is held; – if applicable, the statement: turnover tax shifted. 	<p>19.5 You will only be entitled to instalment or advance payments if this has been expressly stipulated in our order. All payments will be made as an advance on the final bill considered.</p>	<p>Article 23 Confidentiality</p>
<p>18.3 In the case of (sub)contracting, each invoice must be accompanied by duplicate man-hour statements with the name, address, place of residence, date of birth, registration number and social security number of the employees who are employed from week to week to carry out the work for which the invoice is based. as well as a specification of the number of hours worked by each of them, and furthermore a work, order or production slip signed by the manager and the foreman at the work. An invoice is deemed not to have been submitted without a receipt.</p>	<p>19.6 Credit restriction surcharges will not be charged.</p>	<p>23.1 You will observe absolute confidentiality with regard to all data and other matters concerning the work or our company of which you knew or should have known the confidential nature.</p>
<p>18.4 The processing of invoices that do not meet all the requirements described in these General Terms and Conditions will be suspended until you have provided the missing information. Invoices submitted after the expiration of two (2) weeks from the date of inclusion of the work will no longer be accepted.</p>	<p>19.7 As long as the work performed by you has not yet been approved by us or the management of the work or you have not otherwise fulfilled all your obligations, no payment will be made.</p>	<p>Article 24 Ranking</p>
<p>Article 19 Payment</p>	<p>Article 20 Prohibition of transfer and pledging</p>	<p>24.1 If the administrative conditions of a specification also apply to the order placed with you, the provisions of our order will at all times take precedence over the specification conditions, and the specification conditions over these General Terms and Conditions in the event of a contradiction.</p>
<p>19.1 Unless a different period has been agreed, payment will be made within 45 days after receipt of your invoice, but not before the second copy of our order signed by you has been returned.</p>	<p>20.1 It is not permitted to pledge or dispose of claims that you have or acquire against us without written permission.</p>	<p>Article 25 Applicable law; Disputes</p>
<p>19.2 In the event of (sub)contracting or if you make workers available to us, we will at all times be entitled to the amount of social insurance premiums, wage tax and turnover tax for which we are liable under the law in connection with the work assigned to you. are payable by transfer to your G-account or for your account to the authorized tax collector or to the relevant implementing body. The amounts paid in such a way will serve to reduce the price or contract price due to you, and to that extent to full discharge. When depositing into your G account, you are obliged to comply with the further regulations described in Article 16b, paragraph 8 of the Social Insurance Coordination Act, which have been laid down in the Implementation Regulations for chain liability premiums for employee insurance schemes. The funds that we have deposited into your G-account may only be used by you to make payments to the authorized recipient of the National Taxes or</p>	<p>Article 21 Security</p>	<p>25.1 Dutch law applies to the assignment given to you.</p>
<p>19.3</p>	<p>21.1 We have the right to require you to provide security, to our satisfaction, for the performance of your obligations under our engagement.</p>	<p>25.2 If any provision of our assignment or of these General Terms and Conditions should be in conflict with mandatory law, that provision will be non-binding, but the other provisions will remain in full force.</p>
<p>Article 22 Dissolution</p>	<p>Article 22 Dissolution</p>	<p>25.3 All disputes arising from the assignment given to you or from any further assignment will be settled by arbitration in accordance with the statutes of the Council of Arbitration for Construction Companies in the Netherlands, unless a different dispute settlement is included in the applicable specifications. In that case, that regulation also applies to disputes that may arise between you and us. However, we are at all times authorized to submit a dispute of which the subdistrict court takes cognizance under the law to the competent subdistrict court for settlement, while, where appropriate, we can turn to the president of the competent district court in order to obtain a provisional remedy, to obtain summary proceedings or leave to take precautionary measures.</p>
	<p>22.1 In the event of a shortcoming in the fulfilment of your obligations under the order issued by us, we will be entitled to cancel the order given to you in whole or in part without any prior reminder or notice of default by means of a single to written statement addressed to you.</p>	<p>25.4 If we are found in the right in any dispute, you are obliged to reimburse us for all judicial and extrajudicial costs, including the costs of legal assistance, also insofar as</p>
	<p>22.2 In the event of cancellation, we will be able to claim compensation for all damage, of whatever nature, that we may suffer as a result. The damage will also include the additional price we have to pay to have the order you have been given carried out or completed by a third party. The damage to be compensated by you will at least be set at an amount that corresponds to ten (10) percent of the price or contract price agreed with you. If the actual damage we have suffered is higher, we will be entitled to claim compensation for the actual damage. The damage</p>	

these are costs that may not be awarded by
the court.

These General Terms and Conditions, which have
been filed at the office of the Chamber of
Commerce in Arnhem, apply to all quotations or
assignments submitted or issued on or after 1
January 2014.

