

A. GENERAL PURCHASING TERMS AND CONDITIONS of Ammeraal Beltech Nederland Beheer B.V., as well as companies belonging to Ammeraal Beltech Nederland Beheer B.V., hereinafter jointly and each individually to be referred to as “AMMERAAL BELTECH” .

A1. APPLICABILITY

A1.1 To all oral and written agreements between AMMERAAL BELTECH and the supplier including in any case, but not limited to, all orders of AMMERAAL BELTECH and all quotations requested by AMMERAAL BELTECH as well as all agreements in pre-contractual relationships between AMMERAAL BELTECH and the supplier, these terms and conditions, and these alone, apply.

A1.2 The supplier can take recourse to deviating and/or supplementary conditions only if and to the extent that these are specifically accepted by AMMERAAL BELTECH, in writing, with a specification of the section, article and paragraph of these conditions regarding which such deviation or supplementation is taking place.

A1.3 The applicability of general and/or other conditions of the supplier is herewith specifically ruled out.

A1.4 The supplier with whom a contract has once been executed in accordance with the present conditions accepts the applicability of these conditions to later contracts between himself and AMMERAAL BELTECH.

A1.5 A copy of these conditions shall be sent to the supplier free of charge at his request.

A2. ORDER CONFIRMATION

A2.1 The supplier must confirm all orders within 10 calendar days after receiving them. Should he fail to do this, AMMERAAL BELTECH is no longer obliged with regard to the order. Orders must be confirmed by returning a signed copy of such orders to AMMERAAL BELTECH. A contract is established per order at the moment when the written confirmation of it from the supplier is received by AMMERAAL BELTECH within the above mentioned period.

A2.2 AMMERAAL BELTECH is not bound to changes that the supplier proposes and/or effects after the issue of the order by AMMERAAL BELTECH, unless such changes are specifically agreed upon in writing.

A2.3.a. AMMERAAL BELTECH has the right to make changes in an order that has been issued within a reasonable period after the conclusion of the contract.

A2.3.b. At the request of AMMERAAL BELTECH, the supplier is obliged to effect all changes in the contract that are reasonably possible in a technical sense. Any change in the price and/or delivery time that may result from this shall be reported in writing as rapidly as possible, but in any case at the latest within two weeks after receipt of the request for a change, to AMMERAAL BELTECH. Should a change in the contract result in a new price and/or delivery time, AMMERAAL BELTECH has the right to demand an unchanged version of the contract or a changed version that can be accepted, or to cancel the order. In case of a cancellation by AMMERAAL BELTECH, the supplier has a right to reimbursement of demonstrable costs that he has reasonably incurred, but not to damages as a consequence of production loss and/or lost profit.

A3. PRICE

The agreed-upon price is in the agreed-upon currency, excluding taxes, and comprises all costs in relation to the fulfilment of the obligations of the supplier. The prices are fixed, unless the contract specifies the conditions that may lead to a price adjustment and specifies the manner in which such a price adjustment is to be effected.

A4. QUALITY, QUANTITY AND DESCRIPTION

A4.1 The supplier guarantees that the delivered goods are:

- Consistent with the quantities specified in the order;
- Consistent with the specifications and possible models provided with the order;
- Suitable for the purpose for which they are intended to be;
- Consistent with the requirements that are set by or in the name of the government or other authorities;
- Of good quality, meaning among others without defects in design, construction, manufacture, assembly, material, etc.

A4.2 The supplier is liable, without any limitation, for all loss that AMMERAAL BELTECH may incur as a result of the failure of the goods to conform to one or more of the above mentioned characteristics, irrespective of whether this is discovered immediately, or only later upon the processing or use of the goods.

A5. INTELLECTUAL OWNERSHIP RIGHTS

A5.1 The supplier guarantees that (the sale, delivery and/or use of) the goods delivered, including their packaging, does not violate any rights of intellectual ownership of third parties or a right on a par with such rights, including (but not limited to) patents, trademark rights, model rights, copyrights, registered drawings or designs, trade names or brands and/or similar rights, or licences thereto (hereinafter: “**IE rights**”). The supplier is liable for all loss that may be incurred by AMMERAAL BELTECH as a consequence of such a violation or alleged violation of IE rights. The supplier indemnifies AMMERAAL BELTECH against claims of third parties for the payment of damages for such loss.

A5.2 Drawings, illustrations, designs, models, calculations, methods, equipment, moulds, and all the other objects that may be the subject of IE rights that are provided by AMMERAAL BELTECH or that are made on behalf of AMMERAAL BELTECH by or on behalf of the supplier as well as the IE rights with regard to these, are the sole property of AMMERAAL BELTECH, and that this company is also considered to be the maker and/or designer of these, irrespective of whether it has made separate or composite payment for them. The supplier pledges irrevocably and unconditionally that he shall do everything necessary or conducive to providing AMMERAAL BELTECH with the exclusive rights as referred to herein.

A5.3 The supplier shall ensure proper identification of the objects as meant in article A5.2 as the property of AMMERAAL BELTECH, and shall release these to AMMERAAL BELTECH at that company’s first request.

A6. TIME AND PLACE OF DELIVERY

A6.1 Delivery shall take place at a delivery place and time to be agreed upon between parties, but always in accordance with one of the stipulations of the most recent INCOTERMS. Unless a different delivery condition is agreed upon, the condition DDP (Delivery Duty Paid) applies.

A6.2.a. The supplier is obliged to deliver the goods at the time that has been agreed upon. If the supplier expects that the delivery deadline will be exceeded, he shall immediately inform AMMERAAL BELTECH of this delay, as well as the probable reason for it. Exceeding the delivery time places the supplier immediately in a state of default, without the need for any notice of default.

A6.2.b. If the delivery time is exceeded, the supplier owes an immediately payable fine of 1% of the price of that which was not delivered on time (with a minimum of € 250.00) for each day or commenced part of a day of delay, up to a maximum of 20% of the price of that which was not delivered on time. The fine can be adjusted with the payment of the supplier's invoice.

A6.2.c. That stated above, however, does not compromise the right of AMMERAAL BELTECH to demand full damages or its other rights stemming from these conditions.

A6.3 If the supplier requires certain information, drawings, models, moulds, materials or auxiliary products to be provided by AMMERAAL BELTECH for the implementation of the contract, he must immediately inform AMMERAAL BELTECH by what date he must be in possession of these objects in order to be able to deliver the goods on the agreed upon date. In case of the non-timely or incomplete notification of this, the supplier nonetheless remains liable without diminution for a delivery time being exceeded. The proprietary rights and all IE rights in this regard remain the domain of AMMERAAL BELTECH.

A6.4 The place of delivery is the address specified by AMMERAAL BELTECH. If no place of delivery is specified, the registered office of AMMERAAL BELTECH shall be considered to be the place of delivery.

A6.5 If the delivery time is exceeded, AMMERAAL BELTECH has a right to partially or entirely dissolve the contract by means of a written statement and according to that stipulated in article A14.1.

A7. TRANSFER OF OWNERSHIP RIGHTS AND TRANSFER OF RISK

A7.1 The ownership and risk of the goods to be supplied transfer to AMMERAAL BELTECH, irrespective of that stipulated in article A9.2, as soon as AMMERAAL BELTECH has received the goods on the agreed upon date at the place of delivery; taking delivery and/or signing for acceptance does not represent an acknowledgment of the quality or quantity of the goods received. Goods that are not packaged in accordance with the packing slip instructions provided by AMMERAAL BELTECH or in accordance with the usual packaging methods for those goods in their relevant industry can be refused c.q. returned for the account and risk of the supplier. The above also applies if the order number of AMMERAAL BELTECH is absent from or written incorrectly on the relevant goods.

A7.2 If, however, for any reason whatsoever, AMMERAAL BELTECH is not able to take receipt of the goods on the agreed date, the ownership of the goods shall nonetheless transfer at that agreed

time to AMMERAAL BELTECH, and commencing on that date the supplier shall act, from that time until the actual delivery to AMMERAAL BELTECH, as holder of the goods for AMMERAAL BELTECH, while the, whereby, a) the supplier shall store, secure and insure the goods to the satisfaction of AMMERAAL BELTECH, for a reasonable fee, as the obvious property of AMMERAAL BELTECH and b) he shall continue to bear the risk for the goods until the date of actual delivery of the goods. As far as the risk is concerned, the supplier must in such a situation also see to it that possible payments of damages in the matter shall be made directly to AMMERAAL BELTECH. During the storage period the supplier shall take all reasonable measures, against remuneration to be established in consultation, to prevent deterioration in the quality of the goods.

A8. PACKAGING

- A8.1.a The goods must be packaged in such a manner that, upon normal transport, they reach the place of delivery in good condition and the unloading of the goods can be effected safely. The supplier is liable for loss caused by insufficient and/or unsuitable packaging.
- A8.1.b. Unless something is agreed to the contrary, at the first request of AMMERAAL BELTECH the supplier is required to take back any possible packaging material of the goods without charging anything extra for this, reimbursing any costs that the supplier may have invoiced for this packaging material. If and to the extent that the supplier fails to fulfil this obligation to take back packaging material, AMMERAAL BELTECH is authorised to send back the packaging material at the expense of the supplier.

A9. INSPECTION AND TESTING

- A9.1 AMMERAAL BELTECH or third parties on behalf of AMMERAAL BELTECH have the right to inspect and/or test the goods at all times, wherever they are located. The supplier shall inform AMMERAAL BELTECH in good time with regard to the time at which a product is ready for inspection and/or testing. The supplier shall supply all information and facilities required for inspection and/or testing. All costs of the inspection and testing are for the account of the supplier. The travel and accommodation costs of the personnel of AMMERAAL BELTECH and/or authorised representatives of AMMERAAL BELTECH who carry out the inspection and/or testing are for the account of AMMERAAL BELTECH. Inspection and/or testing do not relieve the supplier of any obligation and/or liability.
- A9.2 AMMERAAL BELTECH may reject goods that it judges not to fulfil the requirements delineated in article A4.1 or requirements determined in further consultation. In case of such rejection, AMMERAAL BELTECH shall so inform the supplier as rapidly as possible and, once again, give the supplier the opportunity to after all deliver the goods in accordance with the contract. Should the supplier not make use of this opportunity correctly and within a period of time to be established by AMMERAAL BELTECH, AMMERAAL BELTECH shall have the right, in accordance with that stipulated in article A14.1, to partially or entirely dissolve the contract. All costs claimed by AMMERAAL BELTECH related to this non-conformity, such as material, transport and testing costs as well as all loss that AMMERAAL BELTECH may incur as a consequence of this, must be reimbursed by the supplier immediately and without any deductions. Ownership and risk of the goods in question return to the supplier at the time of the notification as referred to above and after payment of the costs and damages as referred to above by the supplier.

A9.3 Irrespective of whether the inspection and/or testing takes place at the premises of the supplier or those of AMMERAAL BELTECH after delivery, inspection and/or testing of the goods as well as the results of this can never be construed as any acknowledgment by AMMERAAL BELTECH of the quality or quantity of the goods to be delivered, nor do these results relieve the supplier of any obligation and/or liability with regard to them.

A10. OUTSOURCING AND CONTRACT TRANSFER

The supplier may not allow the contract or significant parts thereof to be taken over by or outsourced to third parties, including branches of the supplier, without the prior written permission of AMMERAAL BELTECH. Permission granted by AMMERAAL BELTECH does not relieve the supplier of any obligation and/or liability.

A11. CERTIFICATES, ATTESTATIONS, INSTRUCTION BOOKLETS AND DRAWINGS

If, either based on the contract or else if this is standard procedure with regard to the relevant goods certificates, attestations, instruction booklets and/or drawings must be delivered along with the goods, the supplier shall ensure that these are delivered as rapidly as possible, but at the latest together with the delivery of the goods, in default of which action payment shall be suspended. Instruction booklets must be in the Dutch, and if requested by AMMERAAL BELTECH, also in the German and/or English language.

A12. MODELS, STAMPS/SEALS, DRAWINGS AND OTHER AUXILIARY MATERIALS

A12.1 All models, stamps/seals, drawings, moulds and/or other auxiliary materials with which the supplier is provided by AMMERAAL BELTECH on behalf of the implementation of the contract or else produced or acquired by other suppliers of AMMERAAL BELTECH and/or at the expense of AMMERAAL BELTECH remain, or become, the property of AMMERAAL BELTECH. AMMERAAL BELTECH is considered to be the maker, designer and proprietor of these.

A12.2 The supplier shall keep such auxiliary materials in good condition and insure them against the risks of loss, damage, theft etc. as long as they are in his care. At the last delivery he shall give (return) these auxiliary materials, in good condition, to AMMERAAL BELTECH.

A12.3 The supplier shall not use the auxiliary materials referred to above for or in relation to any other goal than the production of goods intended for delivery to AMMERAAL BELTECH, unless AMMERAAL BELTECH has first given its written authorisation to such different use.

A13. GUARANTEE, GOODS CYCLE AND SPARE PARTS

A13.1 Unless something is decided in writing to the contrary, the guarantee period is 12 months after commencement in operation, but at the latest 18 months after delivery. A guarantee that is established indicates, in any case, that the supplier shall correct any defect reported to him by AMMERAAL BELTECH in writing within the guarantee period as rapidly as possible, without cost to AMMERAAL BELTECH, by either correcting the defect or seeing to replacement delivery of the products, and without prejudice to AMMERAAL BELTECH's rights as per article 15 of these conditions to damages in relation to the goods. All costs incurred by AMMERAAL BELTECH as a

consequence of such a defect are for the account of the supplier. With regard to goods that are repaired or replaced based on this stipulation, a new guarantee period commences for a period of 12 months after placement in operation, but at the latest 18 months after renewed delivery.

- A13.2 The applicability of a guarantee period in no way detracts from the liability of the supplier as stipulated elsewhere in these conditions and therefore does not detract from liability, including, for example, after the conclusion of the guarantee period.
- A13.3 If the supplier intends to terminate the production and/or sale of one or more type of product, he must inform AMMERAAL BELTECH of this at least six months in advance, in writing. During the period of six months, the supplier must accept all orders from AMMERAAL BELTECH with respect to that/those product(s) and fulfil them according to the usual conditions.
- A13.4 If the supplier terminates or dissolves a contract unilaterally, for any reason whatsoever, the supplier must guarantee that he shall continue to correctly and fully deliver (the remainder of) all goods that he must deliver to AMMERAAL BELTECH as well as all spare parts for those goods for a period of at least one year after the termination or dissolution, according to the usual established conditions.
- A13.5 The supplier shall keep spare parts in stock for goods that he has delivered during the normal lifespan of those goods and deliver them to AMMERAAL BELTECH at that company's request according to reasonable and usual conditions. Should the supplier decide, however, to terminate the production of the relevant goods, the supplier guarantees that he shall be able to continue to deliver spare parts for those goods to AMMERAAL BELTECH for at least another five years after the date of termination of the production of the goods.
- A13.6 The supplier guarantees that he is prepared and able to provide service and maintenance for all products that he has delivered to AMMERAAL BELTECH for a period of at least ten years after delivery, unless the parties have agreed upon something to the contrary in writing.

A14. DISSOLUTION

- A14.1 If the supplier does not implement the contract, does not implement it on time, or does not implement it correctly, AMMERAAL BELTECH is authorised, without the need for any further notice of default and without legal intervention, to partially or entirely dissolve the contract and to claim compensation for all loss, costs and interest resulting from the non-implementation, late implementation or incorrect implementation of the contract from the supplier, in full.

In case of dissolution, AMMERAAL BELTECH has the right to return the already received goods for the account and risk of the supplier to the supplier and to refuse to accept goods still offered for delivery, and AMMERAAL BELTECH has the right to reclaim all payments made with regard to the contract, deducting the value of goods that are retained, to the extent that this may apply.

- A14.2 AMMERAAL BELTECH is also authorised to dissolve the contract partially or entirely, without the need for any notice of default or legal intervention, in case of the suspension of payment or bankruptcy of the supplier, seizure of (part of) the supplier's company property or goods intended for the implementation of the contract, shutdown or winding-up of the latter's company, a change in the authority in or with regard to the supplier, or any circumstance that

leads to reasonable doubt on the part of AMMERAAL BELTECH concerning the continuity in the fulfilment by the supplier of his obligations toward AMMERAAL BELTECH. AMMERAAL BELTECH is authorised to retain that which has been delivered as well as materials intended for this purpose or to demand the release of the goods c.q. materials still to be delivered, and complete the delivery c.q. processing or use of the goods c.q. materials or have this completed, at the cost of the supplier.

A14.3 AMMERAAL BELTECH is also authorised to partially or entirely dissolve the contract without the need for any notice of default or legal intervention if the contract with the customer or client of AMMERAAL BELTECH is partially or entirely dissolved, terminated, suspended or otherwise not fulfilled for any reason whatsoever.

A14.4 If the supplier is hindered due to force majeure for longer than fourteen days in fulfilling the contract on time and/or correctly, AMMERAAL BELTECH is authorised to dissolve the relevant part of the contract or the part that has not been implemented, without the need for any notice of default or legal intervention. In such a case, AMMERAAL BELTECH is authorised to retain the already delivered part of the goods, including all auxiliary materials belonging to this, or to demand release of the goods c.q. materials still to be delivered, and complete the delivery c.q. processing or use of the goods c.q. materials or have this completed, at the cost of the supplier.

A15. LIABILITY

A15.1 The supplier is liable for all loss that AMMERAAL BELTECH may incur by or in relation to the contract.

A15.2 The supplier indemnifies AMMERAAL BELTECH against claims from third parties for compensation of loss incurred by or in relation to the contract. *Third parties* is also understood to refer to persons employed by AMMERAAL BELTECH and persons hired by the supplier for the implementation of the work and the supervision thereof.

A15.3 The supplier indemnifies AMMERAAL BELTECH against liability for loss as meant in article 6:185 jo. 190 of the Civil Code caused by a defect in the goods.

A15.4 If, according to its own judgment, AMMERAAL BELTECH is forced to take measures to prevent (further) loss as meant in the above articles (for example commencing a "Recall Campaign"), the supplier is liable for all costs and loss that AMMERAAL BELTECH may incur and suffer in relation to these measures.

A15.5 The indemnification mentioned in the above articles also comprises claims with regard to damages less than the amount mentioned in article 6:190 CC (Dutch Civil Code).

A16. INVOICING

A16.1 Invoicing must take place in duplicate, with mention of:

- The AMMERAAL BELTECH order number;
- The VAT number of the supplier;
- The statistical number(s) applicable to the delivery (if applicable);
- Location of delivery.

Invoicing may be effected solely together with or immediately after the delivery of the goods (unless something is agreed to the contrary) and must be fully specified according to quantity and type, with the addition of required information such as article numbers etc. All invoices must be sent to the address as specified on the purchase order. If one or more of the parts specified in this article is/are not written on an invoice, that invoice shall not be paid and AMMERAAL BELTECH may return this to the supplier.

- A16.2 If the supplier must carry out work, whether or not this is related to the delivery of the goods, the supplier shall invoice the costs of the relevant services on a separate invoice.
- A16.3 Invoices must be sent to the Accounts Payable department of AMMERAAL BELTECH.

A17. PAYMENT

- A17.1 Payment shall take place within 45 days after receipt of the invoice, unless something is agreed to the contrary and unless AMMERAAL BELTECH objects to the manner of implementation of the contract and/or the invoicing.
- A17.2 Payment discharges AMMERAAL BELTECH with regard to all of its obligations based on the relevant contract and cannot be construed to represent payment of any other obligation of AMMERAAL BELTECH asserted by the supplier.
- A17.3 Payment cannot be construed as any acknowledgement by AMMERAAL BELTECH of the quality of the goods and the condition in which they are delivered nor of the quantity thereof, and it does not relieve the supplier of any liability in the matter.
- A17.4 If it does not pay invoices on time, AMMERAAL BELTECH shall owe only the legally applicable interest as meant in article 6:119 CC (Dutch Civil Code) if AMMERAAL BELTECH is given notice of default by means of a written reminder in which a reasonable period for fulfilment is set and the company also fails to fulfil its obligations during this period.

A18. BAN ON ASSIGNMENT/ADJUSTMENT

- A18.1 The supplier is forbidden to transfer or encumber his present and/or future claims against AMMERAAL BELTECH or to mortgage them with any collateral security. If and to the extent that the supplier acts in conflict with this stipulation and the thus established transfer of the relevant claim(s) is valid, the supplier immediately owes a fine that is equal to the total amount of the claim(s).
- A18.2 The supplier is not permitted to adjust any debt to AMMERAAL BELTECH against any claim against AMMERAAL BELTECH.

A19. THE ENVIRONMENT

The supplier shall fulfil the contract in such a manner that this shall not result in any damage to the environment, for which AMMERAAL BELTECH and/or the supplier could be held liable.

The supplier is required to contact AMMERAAL BELTECH in good time if the use of

environmentally hazardous substances is necessary for the implementation of the contract, in order to consult with regard to the possible consequences of such use or the possible use of alternative substances.

A20. CONFIDENTIALITY

The supplier is obliged to maintain absolutely confidentiality toward third parties with regard to all that of which he becomes cognizant in the context of the contract related to the business matters of AMMERAAL BELTECH in the broadest sense of the word, including information concerning AMMERAAL BELTECH's IE rights as meant in article A5 and everything that can be the topic of IE rights, such as regulations, models, moulds, drawings, charts, designs and the like. The supplier is not authorised to make the existence of the contract known to third parties in his external statements (including brochures, advertisements) or otherwise in media or letters and the like without the prior written permission of AMMERAAL BELTECH.

A21. CHOICE OF FORUM, APPLICABLE LAW, LANGUAGE

A21.1 All agreements between AMMERAAL BELTECH are subject only to the laws of the Netherlands.

A21.2 The applicability of the UN Treaty concerning international sales contracts related to moveable goods (CISG) is specifically ruled out, unless this is separately and specifically agreed to apply.

A21.3 Possible disputes between AMMERAAL BELTECH and the supplier stemming from or otherwise related to the contract or these conditions shall be settled solely by the court at Alkmaar, unless the supplier is established in a country that is not a member of the European Union.

If the supplier is established in a country that is not a member of the European Union, possible disputes between AMMERAAL BELTECH and the supplier stemming from or otherwise related to the contract or these conditions shall be settled solely by arbitration according to the Arbitration Rules of the Netherlands Arbitration Institute. The arbitration board shall consist of three arbitrators. The place of arbitration shall be located in Alkmaar. The procedure shall be implemented in the English language. The arbitration board shall take decisions according to the rules of law.

A21.4 These conditions shall be translated into various languages. In case of (possible) discrepancies and/or interpretation differences between the various versions, the Dutch version, which is the authentic version, shall always take precedence.

A22 ESCROW CONTRACT

A22.1 If the supplier delivers software to AMMERAAL BELTECH, and this does not concern tailor made software with regard to which the IE rights shall always have to be transferred to AMMERAAL BELTECH, at the first request of AMMERAAL BELTECH the supplier shall establish an escrow contract with AMMERAAL BELTECH and a trusted third party, so that the third party receives all software in deposit, along with (a copy of) the source code and all associated technical information and documentation. At the first request of AMMERAAL BELTECH, the supplier shall provide a copy of the escrow contract. All costs associated with the escrow are for the account of the supplier. If the software is changed during the term of the escrow contract, the supplier shall:

- i. Adapt the escrow contract (if necessary);

- ii. Deposit the source code of the changes in the software in depot on a medium that can be read mechanically, unless something is agreed to the contrary; and
- iii. Maintain both the original and the adapted versions of the software in good condition.

A22.2 The original escrow contract shall be established for an undefined period of time and cannot be terminated or dissolved by the supplier or the third party, unless the parties to the contract decide otherwise and confirm this in writing.

A22.3 The supplier shall deposit the original software and source code with the trusted third party and must inform AMMERAAL BELTECH concerning the deposit.

A23 SALVATORY CLAUSE

Should a stipulation in these conditions and/or the contract prove invalid or non-binding, this does not affect the validity of the other stipulations. These remain applicable for both parties. In such a situation, parties shall strive to establish a supplementary contract in order to replace the invalid or non-binding stipulation by a stipulation that is indeed valid and binding and that as far as possible reflects the intention of the original stipulation.

B. SUPPLEMENTARY CONDITIONS APPLICABLE TO THE IMPLEMENTATION OF WORK ON THE GROUNDS AND/OR IN THE BUILDINGS OF AMMERAAL BELTECH

B1. APPLICABILITY

B1.1 These conditions are supplementary to the general purchasing terms and conditions described above under A applicable to the implementation of work on behalf of AMMERAAL BELTECH other than according to the employment contract, whether or not this is associated with the delivery of goods.

B2. REQUIREMENTS THAT WORK MUST FULFIL

The work must be implemented in a professional manner and according to the description and possible appendix(ces) and guidelines belonging to the contract.

B3. GOODS REQUIRED FOR THE IMPLEMENTATION OF WORK

B3.1 Unless agreed otherwise in writing, the contractor is responsible, at his own expense, for the goods such as materials, tools, machines and other resources that he requires for the implementation of work. For the implementation of his work, the contractor shall use no goods or auxiliary materials or leave such behind as may represent a hazard to the environment.

B3.2 If the contractor uses goods as meant above that are provided to him by AMMERAAL BELTECH, this takes place for the risk of the contractor. AMMERAAL BELTECH, however, continues to be the owner of such goods. As soon as he finishes using these goods, the contractor must return the goods to AMMERAAL BELTECH in the condition in which the contractor had received them. The contractor must report any perceptible defects, which shall be repaired at his expense.

B3.3 If the contractor requires electrical power and/or water for the implementation of his work, to the extent that there is a connection possibility at the site AMMERAAL BELTECH shall provide such power and such water free of charge, unless something else has been agreed in writing, this according to the conditions that apply for consumers at AMMERAAL BELTECH.

B3.4 The contractor is not permitted, without prior consultation and explicit agreement, to use mobile (transmission) hardware in the buildings of AMMERAAL BELTECH or to allow this to be used.

B4. PRICE

B4.1 The price for the work to be implemented by the contractor comprises all persons charged by the contractor with the implementation and supervision of the work, costs of (internal) transport, costs of insurance, costs of the goods specified in article B3.1, if these are for the account of the contractor, as well as the taxes and premiums owed by the contractor on behalf of the implementation of work, with the exception of sales tax.

B4.2 Work that is carried out outside the context of the contract shall only be remunerated if this has been agreed upon between AMMERAAL BELTECH and the contractor in writing both in terms of the implementation of extra work and the price to be paid by AMMERAAL BELTECH for such work. In case of less work, the price shall be decreased proportionately.

B5. RISK

If the order consists of the supply and placement in operation of goods, the contractor bears the risk of the goods and their placement in operation, until this procedure has been finished and if possible tested, in evidence whereof parties shall prepare and sign a declaration of acceptance. As soon as the declaration has been signed, the guarantee period shall commence. Signing the declaration of acceptance does not, however, represent any acknowledgement of the good quality of the system.

B6. PERSONNEL AND WORKING HOURS

B6.1 The contractor may have the work or part of the work implemented by persons not in his employ only with the written permission of AMMERAAL BELTECH.

B6.2 Should AMMERAAL BELTECH so request, the contractor must provide a written specification of the personal data and employment conditions (and changes therein) legally required and necessary for the implementation of the work of the persons who (will) implement the work for him.

B6.3 The contractor shall use a time sheet or another method of control approved by AMMERAAL BELTECH to determine the hours worked by the personnel. Hours that do not appear on a time sheet signed as approved by AMMERAAL BELTECH shall not be paid.

B6.4 The contractor must adhere to the working hours applicable at AMMERAAL BELTECH.

B7. ADHERENCE TO REGULATIONS

B7.1 In addition to the legal regulations, the contractor must adhere, and see to it that all persons with whom he charges the implementation of the work and its supervision adhere, to all regulations and oral and written instructions of AMMERAAL BELTECH applicable to the work, without this resulting in any cost to AMMERAAL BELTECH. The contractor shall instruct his employees and the third parties whom he used with the permission of AMMERAAL BELTECH that they must implement their work without causing any harmful consequences with respect to the environment.

B7.2 AMMERAAL BELTECH can refuse the above mentioned persons access to the worksite or demand of the contractor that they be immediately removed from the worksite, if they:

- Fail to adhere to the regulations specified in article B6 and/or article B7.1;
- In the opinion of AMMERAAL BELTECH are not suitable for their job;
- Misbehave in such a manner that, in the opinion of AMMERAAL BELTECH, they cannot be retained on the worksite.

In relevant instances the contractor must immediately provide replacement personnel, and he cannot demand payment of the work implemented by these persons or claim damages or take recourse to a delay in the delivery of the work with which he is charged.

B8. LIABILITY INSURANCE

B8.1 The contractor is liable for all loss that may be incurred by AMMERAAL BELTECH by or in association with the implementation of the contract by him and/or by persons whom the contractor (also) charges with the implementation of the contract.

B8.2 The contractor indemnifies AMMERAAL BELTECH against claims from third parties to compensation for loss incurred by or in connection with the contract. *Third parties* is also understood to mean persons employed by AMMERAAL BELTECH and persons whom the contractor charges with the implementation of the work and the supervision thereof.

B8.3 The contractor is obliged to purchase insurance coverage against his liability and risk as delineated in these conditions. If AMMERAAL BELTECH requests this, the policy with its cover note must be supplied for perusal.

B9. ADHERENCE TO NATIONAL INSURANCE LAWS AND TAX LAWS

The contractor is responsible toward AMMERAAL BELTECH for the adherence to the national insurance laws, tax laws and other obligations imposed by legislation with regard to persons whom he uses for the implementation of the work and the supervision thereof. The contractor is required, upon request, to provide AMMERAAL BELTECH with written proof of the name and address of the relevant industrial association(s) and tax department(s) as well as the number of his registration with that/those association(s) and department(s) prior to commencement of the work. The contractor indemnifies AMMERAAL BELTECH against all claims in the context of the Act on Ultimate Responsibility for Payment of Taxes and Social Security Contributions.

B10. STRIKE

AMMERAAL BELTECH pays no wages and/or remuneration on behalf of persons whom the contractor or a third party to whom the contractor has wished to transfer the contract or to

whom the contractor has outsourced work, who are charged with the implementation of the work and the supervision thereof, nor shall it remunerate any costs of the goods meant in article B3 over a period in which, as a result of a strike, those persons are unable to work or during which time goods are not used as a consequence of a strike.