

General Supply Conditions
GEOS OnSite Solutions BV

Dijnselburgerlaan 1 - 17 3705LP ZEIST Netherlands
CoC: 70339856 Establishmentnumber: 000038620243

A. GENERAL PROVISIONS

Article 1: Scope and definitions

- 1.** These general conditions apply to all (legal) acts of GEOS OnSite Solutions B.V., such as offers, agreements or acceptances of assignments under (framework) agreements, and also prevail over the general terms and conditions of the Customer, if GEOS OnSite Solutions B.V. has not expressly rejected the applicability thereof. A reference by the Customer to its own purchase-, tender- or other conditions is not accepted by GEOS OnSite Solutions B.V.
- 2.** Besides and in addition to the provisions in paragraph 1, these general terms and conditions apply if the Customer has accepted them in previous agreements with GEOS OnSite Solutions B.V.
- 3.** The Customer accepts the validity of these general conditions on all future transactions with GEOS OnSite Solutions B.V.
- 4.** The following meaning is assigned to the following words, used in these general terms and conditions with a capital letter:
 - a)** Agreement: the Agreement between Customer and GEOS OnSite Solutions B.V. to which these general terms and conditions apply.
 - b)** Work: the whole of design, installation and maintenance activities - including the delivery of goods and services - that GEOS OnSite Solutions B.V. must undertake, to ensure that the technical equipment at the delivery and, if agreed during the maintenance period, meets the requirements under the Agreement.
 - c)** Customer: the party that is a natural or legal person acting in the exercise of a profession or business

Article 2: Offer

- 1.** The offer from GEOS OnSite Solutions B.V. is without obligation: she can revoke her offer shortly after receipt of the acceptance thereof unless that offer contains a term for acceptance and the period has not yet expired.
- 2.** The content of all the offer documents, such as drawings, descriptions or specifications, is as accurate as possible, but is not binding.
- 3.** The Customer must treat the information from the offering documents confidentially, and may not use it or make it known to third parties for his own use. The provisions of paragraph 20 of article 4 of these terms and conditions are of Corresponding application.
- 4.** If on the basis of the offer documents no Agreement is concluded, all these documents must immediately be returned by the Customer at the first request of GEOS OnSite Solutions B.V., and at his expense and risk, to the address of GEOS OnSite Solutions B.V.
- 5.** If based on an offer from GEOS OnSite Solutions B.V. no Agreement has been concluded, GEOS OnSite Solutions B.V. at the expense of the Customer has the right to a reasonable compensation of the costs associated with its price offer, such as the costs of designing or budgeting, in accordance with article 7:405 of the Dutch Civil Code. Payment of the due delivery costs will take place within 2 weeks after the date of the relevant invoice.

Article 3: Obligations of GEOS OnSite Solutions B.V.

- 1.** Unless otherwise stipulated in the Agreement, GEOS OnSite Solutions B.V. is to take out insurance, all this insofar as this is necessary and customary in accordance with the nature and scope of the Work and according to the conventions in the branch, notwithstanding the provisions of Article 5, paragraph 1 and 2. In the insurances of GEOS OnSite Solutions B.V., the Customer, his authorized representative and/or other third parties engaged by the Customer are not included as co-insured.
- 2.** GEOS OnSite Solutions B.V. ensures that the Customer receives written proof of the existence and content of the insurance policies, referred to in paragraph 1 on request.
- 3.** GEOS OnSite Solutions B.V. is obliged to warn the Customer if the request specification, or order, or Agreement, or the information, data or goods made available by the Customer, or the changes made by the Customer, manifestly contain such defects or have defects, that it would act contrary to the requirements of reasonableness and fairness, if it would build upon it without warning in performing the Work on it.
- 4.** GEOS OnSite Solutions B.V. is, however, not kept further than beyond an overall review of information, designs, drawings, calculations and specifications provided by or on behalf of the Customer to the standards of the installation. Control by GEOS OnSite Solutions B.V. of goods to be delivered by the Customer shall not include more than a visual inspection of external damage insofar as reasonably possible with packaged goods, check of numbers and dimensions and, as far as possible, verification of the packing lists.
- 5.** GEOS OnSite Solutions B.V. will make every effort to execute the Work; however, the scope of its obligations depends in part on the degree of input and influence of the Customer, or the third party(s) engaged by or on behalf of the Customer.
- 6.** GEOS OnSite Solutions B.V. is obliged to do what according to the nature of the Agreement is demanded by law, the requirements of reasonableness and fairness or use.
- 7.** GEOS OnSite Solutions B.V. ensures that it is aware of the statutory regulations and government orders that are relevant to the Work, as well as regulations of a special nature, such as technical or industrial standards.
- 8.** GEOS OnSite Solutions B.V. is obliged to perform the Work in such a way that the installation complies with the requirements arising from the Agreement. The requirements referred to here include requirements arising from the normal use for which the installation is intended, as well as the requirements arising from the special use that will be made of the installation, but only insofar as the latter requirements are laid down in writing in the Agreement.
- 9.** GEOS OnSite Solutions B.V. will, on request, inform the Customer at any reasonable time about the execution of the Work and will grant it access to the places where they are performed at a later agreed time. If this has been agreed, GEOS OnSite Solutions B.V. will prove with a test plan, protocol, logbook, report or statement, that its Work and results of its Work meet the requirements arising from the Agreement.
- 10.** GEOS OnSite Solutions B.V. shall take for its own account, damage to the installation, or any part thereof that has arisen during and through or in connection with the execution of the Work for the completion repaired, unless this damage has not been caused by it or it is otherwise unreasonable that this damage is for its own account, without prejudice to the liability of the parties under the Agreement or the law. The Customer may, by means of an amendment under article 13 GEOS OnSite Solutions B.V. commission to repair damage to the installation, which is not for the account of GEOS OnSite Solutions B.V.
- 11.** GEOS OnSite Solutions B.V. provides, to the best of its ability and on demand, all rights arising from guarantees provided to it by independent auxiliaries, with respect to the installation or parts thereof.
- 12.** GEOS OnSite Solutions B.V. ensures, that the Customer receives timely information on the offer used in his proposal between salary and material and his payment behavior, in the context of the chain liability law and turnover tax reversal regulation.
- 13.** GEOS OnSite Solutions B.V. provides instructions to the best of its ability and timely on request, for starting up, shutting down and keeping the installation operational.
- 14.** GEOS OnSite Solutions B.V. is obliged to treat all data of the Customer confidentially, insofar as this data is confidential to GEOS OnSite Solutions B.V. are disclosed and to ensure that his staff that respects confidentiality.

Article 4: Obligations of the Customer

- 1.** The Customer ensures that GEOS OnSite Solutions B.V. has all (technical) information, data, decisions and changes necessary to GEOS OnSite Solutions B.V. to be able to realize the Work in accordance with the Agreement. The Customer is responsible for the accuracy and completeness of this information, data, decisions and changes.
- 2.** The Customer ensures that GEOS OnSite Solutions B.V. timely possesses all goods, for which the Agreement expressly stipulates that these will be made available by or on behalf of the Customer. The Customer is responsible if these goods are not sound or unsuitable.
- 3.** The Customer indemnifies GEOS OnSite Solutions B.V. for claims by third parties in connection with the information, data, decisions, changes and goods referred to in paragraphs 1 and 2.
- 4.** The Customer ensures that GEOS OnSite Solutions B.V. timely possesses the permits, exemptions, decisions or permissions necessary for the design of the Work or the use of the installation, and of which it has been agreed that these will be made available by or on its behalf. In obtaining this, GEOS OnSite Solutions B.V. is to provide the Customer with the necessary cooperation. If the Customer fails in the performance of this obligation, GEOS OnSite Solutions B.V. may terminate the Agreement pursuant to Article 11 paragraph 5 and claim compensation.
- 5.** The Customer shall ensure that free access to the site, the building, the object to be worked on and the location on or in which the Work is to be performed is made in good time, for clean, safe and healthy conditions, as well as suitable storage space there.
- 6.** The Customer is responsible for the condition of the buildings, the items and locations to be treated and the installations or parts thereof around, including, in which or above which the Work is performed, as well as for the circumstances that prevent or severely obstruct the execution of the Work. The Customer is required to warn GEOS OnSite Solutions B.V. and its personnel in time for dangerous situations.
- 7.** The Customer ensures that, at the locations where the work is performed, GEOS OnSite Solutions B.V. can timely, free of charge and with guaranteed delivery, dispose of the necessary (utility) facilities, such as electricity, (drinking) water, gas, compressed air, telecom or sewerage connection.
- 8.** The Customer is responsible for the connection of the installation to the public networks. GEOS OnSite Solutions B.V. shall, to the best of its ability, provide the Customer with the cooperation necessary for requesting this connection.
- 9.** The Customer shall provide timely information about the nature and content of the Activities of other contractors and other third parties that are engaged by him, the anticipated time when they are performed, and the coordination thereof, so GEOS OnSite Solutions B.V. may take this information into account in its offer. The Customer is solely responsible for the coordination of this Work, unless otherwise agreed.
- 10.** The Customer is responsible for the delay and/or costs that are caused by the Activities of ancillary contractors and that can not be attribute to GEOS OnSite Solutions B.V. Damage caused to the installation as a result of the work of ancillary contractors is not for the account of GEOS OnSite Solutions BV.
- 11.** The Customer is required GEOS OnSite Solutions B.V. to warn in writing and in good time, if he has actually noticed a shortcoming on the part of GEOS OnSite Solutions B.V., or whether it should have been aware of this.
- 12.** The Customer is liable for the (soil) contaminants, environmentally harmful substances and/or bacteria found during the execution of the Work, such as asbestos or legionella. Regardless of whether GEOS OnSite Solutions B.V. carries out this assignment, he is entitled to term extension and/or expense reimbursement pursuant to Article 12.
- 13.** The Customer is responsible for the goods that he has prescribed or of a prescribed supplier involved, as well as for their non-delivery or late delivery.
- 14.** The Customer is responsible for auxiliary persons, such as subcontractors or suppliers that he has prescribed. GEOS OnSite Solutions B.V. is not obliged to contract these independent auxiliary persons if the Customer does not wish to accept the contract conditions of these auxiliary persons. If the prescribed auxiliary person does not perform timely or properly, GEOS OnSite Solutions B.V. has the right to term extension and/or expense reimbursement under Article 12.
- 15.** The Customer, outside the working hours of GEOS OnSite Solutions B.V., is responsible for the goods and property of the GEOS OnSite Solutions B.V. such as materials, tools or equipments that have been supplied at work.

- 16.** The Customer is responsible for the delays and/or costs resulting from compliance with statutory regulations and governmental orders, as well as regulations of a special nature, such as technical and industrial standards, which are amended or enter into force after the offer.
- 17.** The Customer is not permitted to use GEOS OnSite Solutions B.V., to give instructions to its personnel or its agents, that are not related to the Work or that are contrary to the nature of the Agreement. The Customer must as little as possible disturb the Work of GEOS OnSite Solutions B.V.
- 18.** The Customer allows GEOS OnSite Solutions B.V. to place indications of his name and company or advertising on fences and fencing, which serve as a conclusion to the building or the places where the Work is performed, and elsewhere on the work site.
- 19.** The Customer is obliged to purchase all goods from GEOS OnSite Solutions B.V., and to take receipt of the goods of his own, which have to be delivered under the Agreement as soon as they have been made available to him.
- 20.** The Customer is obliged to keep confidential all (business) data of GEOS OnSite Solutions B.V., or all received information in connection with the GEOS OnSite Solutions B.V. The Customer is not allowed to use this data and information for third parties or disclose it to third parties. In the event of violation of the obligation included in this paragraph, the Customer will forfeit an immediately due and payable fine for judicial moderation in the amount of € 100,000.00 without prejudice to the right of GEOS OnSite Solutions B.V. to claim compensation.
- 21.** The Customer will comply with the amounts due to GEOS OnSite Solutions B.V., according to the agreed payment arrangement, also when the Customer is entitled to compensation under Article 16.

Article 5: Insurance of the Customer

- 1.** The Customer is obliged to enter into and maintain a customary CAR insurance or equivalent insurance(s) in which is GEOS OnSite Solutions B.V. (including the subcontractors and auxiliary personnel to be engaged by GEOS OnSite Solutions B.V. for the execution of the Agreement) is co-insured, if the activities of GEOS OnSite Solutions B.V. serve to exercise the business of the Customer, unless otherwise agreed in writing.
- 2.** The Customer is obliged - when exporting his products and installations, which also consist of goods, developed and/or delivered by GEOS OnSite Solutions B.V., to the US and Canada or areas to which the law of these countries applies - to mention the intention of exporting in time to GEOS OnSite Solutions B.V., and to maintain the usual liability insurance policies, also for the benefit of all parties involved in the development, manufacture or realization of these products and installations. The Customer will not cancel or change these insurance policies without prior written permission from GEOS OnSite Solutions B.V.
- 3.** The Customer ensures that GEOS OnSite Solutions B.V., as soon as possible, receive written evidence of the existence and content of the insurance referred to in paragraphs 1 and 2.

Article 6: Prohibition on the acquisition of personnel and seconded personnel

- 1.** During the term of the Agreement, and up to one year after termination of the Agreement, the Customer is not permitted to hire employees of GEOS OnSite Solutions B.V. who have been involved in the performance of the Agreement or who have otherwise worked for them.
- 2.** In the event of secondment, the Customer is not permitted to hire these seconded persons during the term of the secondment, up to one year immediately after the end of the secondment, or otherwise to work for them.
- 3.** The Customer will forfeit an immediately due and payable fine for judicial moderation, to the amount of 3 gross annual salaries of the relevant employee, in the event of violation of the obligation referred to in paragraphs 1 and 2.

Article 7: Retention of ownership

- 1.** All goods destined for the Work, such as materials or parts, become the property of the Customer after it has fulfilled all its financial obligations from the Agreement, including what the Customer may owe due to his shortcomings in his obligations.

Article 8: Terms

- 1.** GEOS OnSite Solutions B.V. can not be held to commence the execution of his Work before all the necessary information, data or goods, such as those referred to in Article 4 and 5, are in her possession and he has received the agreed installment payment. She is entitled to commence and/or deliver earlier, unless otherwise stipulated in the Agreement.
- 2.** Unless explicitly agreed otherwise, the time limits are set to the best of our knowledge and will be taken into account as much as possible. The mere fact that a specified period is exceeded brings GEOS OnSite Solutions B.V. not in default. If there is a threat of overrun, GEOS OnSite Solutions B.V. and the Customer will consult as soon as possible.

Article 9: Review, acceptance and delivery

- 1.** The Customer is authorized to check, through inspections, tests or tests, whether the Activities and results of the Work meet the requirements arising from the Agreement.
- 2.** Review by or on behalf of the Customer takes place after consultation with the GEOS OnSite Solutions B.V. unless otherwise agreed, at the expense and risk of the Customer. GEOS OnSite Solutions B.V. the Customer will provide the necessary cooperation within reasonable limits.
- 3.** The Customer must disrupt the Work as little as possible when exercising his power of review. He is responsible for the delay and/or costs that arise as a result and that are not due to GEOS OnSite Solutions B.V. can be imputed. Damage caused by testing the installation is at the expense of the Customer.
- 4.** As soon as GEOS OnSite Solutions B.V. has indicated that the results of the Work are ready for acceptance and that the Customer does not review these results within the scope of GEOS OnSite Solutions B.V. term and, whether or not it is accepted without reservation or refused to designate the defects, the results of the Work are deemed to have been tacitly accepted.
- 5.** Minor defects that can be rectified before a subsequent payment period must not be a reason for refusal, provided they do not prevent the installation being put into operation.
- 6.** After the acceptance, the results of the Work are considered to have been delivered. GEOS OnSite Solutions B.V. is authorized to divide the delivery into a number of partial deliveries.
- 7.** If the results of the Work are (tacitly) accepted by the Customer, then the date of acceptance shall be deemed to be the day of the notification referred to in paragraph 4.
- 8.** At the request of the Customer, the acceptance of the results of the Work may also take place without the notification under paragraph 4. To this end, the Customer informs GEOS OnSite Solutions B.V. in writing, that they deem the Work as accepted. The date of dispatch of this announcement is the time of acceptance.

Article 10: Early commissioning

- 1.** If the Customer wishes to take the installation or parts thereof into use before the planned delivery, the parties shall follow the procedure laid down in Article 13 (changes). Prior to the date of such early commissioning, the Customer must approve the Work relating to the installation or parts thereof that it wishes to take into use earlier and sign it for completion. If the Customer omits this and nevertheless takes the installation into use, the installation is deemed to have been approved and completed.
- 2.** With regard to Article 16 (liability), such commissioning will be regarded as completion. Damage caused to the installation when commissioned as referred to in paragraph 1 of this article is at the expense of the Customer.

Article 11: Suspension, dissolution and termination

1. The Customer is entitled to suspend the Work. He is obliged to communicate this in writing and stating the grounds, and with due diligence discuss the consequences with GEOS OnSite Solutions B.V.
2. If, as a result of the suspension, appropriate provisions or measures must be taken by GEOS OnSite Solutions B.V. he is entitled to term extension and/or expense reimbursement pursuant to Article 12.
3. If the Work, or any part thereof is suspended or delayed, and GEOS OnSite Solutions B.V. is not attributable, then the Customer is obliged, in accordance with the status of the Work, to reimburse GEOS OnSite Solutions B.V. of all activities performed, as well as all costs reasonably incurred and yet to be incurred, arising from obligations that GEOS OnSite Solutions B.V. has already been entered into, with a view to further fulfillment of the Agreement, calculated from the moment of the commencement of the suspension or delay.
4. If the Work has been suspended or delayed for more than two months, GEOS OnSite Solutions B.V. is authorized to terminate the Agreement.
5. If the Customer has applied for a suspension of payments, has been declared bankrupt or has failed to comply with the Agreement, GEOS OnSite Solutions B.V. is entitled to dissolve the Agreement.
6. The Customer is entitled at all times to terminate the Agreement in whole or in part.
7. In the cases referred to in paragraphs 4 to 6, the Customer is obliged to pay the fixed price laid down in the Agreement, less the savings that result from the termination for GEOS OnSite Solutions B.V. If the price was made, dependent on the actual price to incur costs of GEOS OnSite Solutions B.V., the price payable by the Customer is calculated on the basis of the costs incurred, the work performed and the profits that GEOS OnSite Solutions B.V. would have made at full performance of the Work.
8. The Customer is also obliged to reimburse the damage that GEOS OnSite Solutions B.V. suffers, without prejudice to the obligation of GEOS OnSite Solutions B.V. to limit this damage as much as possible, unless the damage is the result of a shortcoming that can not be attributed to the Customer.

Article 12: Term extension and/or reimbursement of costs

1. Subject to the provisions of Article 13, GEOS OnSite Solutions B.V. only has the right to term extension and/or cost reimbursement if: a) expressly provide for these conditions and under the condition that the delay and/or costs are caused by a circumstance that can not be attributed to GEOS OnSite Solutions B.V., or b) they are caused by a circumstance for which the Customer is responsible and against which GEOS OnSite Solutions B.V. did not have to warn in view of his obligation referred to in article 3, paragraph 3, or c) an unforeseen circumstance occurs such that the Customer, by standards of reasonableness and fairness, can not expect the Agreement to be maintained unchanged.
2. As GEOS OnSite Solutions B.V. is of the opinion that he is entitled to a term extension and/or cost reimbursement, he shall inform the Customer of this in writing and with motivation. In doing so, he mentions all direct and indirect costs, as well as a reasonable surcharge for general costs, profit and risk. He also mentions the consequences with regard to planning.

Article 13: Changes (more or less work)

- 1.** The Customer is authorized to instruct GEOS OnSite Solutions B.V. to make changes to the Agreement, Work, results of Work, assignments, the work plan and inspection plan.
- 2.** GEOS OnSite Solutions B.V. is not obliged to perform a commissioned change if the change:
 - a) is not instructed in writing, or
 - b) would lead to unacceptable disruption of the Work, or
 - c) exceeds its knowledge and/or skills and/or capabilities, or
 - d) would not be in its interest, or
 - e) if the parties fail to reach agreement on the financial consequences and the consequences for the planning and the work plan.
- 3.** As GEOS OnSite Solutions B.V. is willing to make the change, then it will send the customer a written quotation including the following information:
 - a) the balance, formed by all direct and indirect costs, profit and risk, connection containing the change, less any savings due to the execution of the change, and
 - b) the adaptation of the Work, planning and work plan, and
 - c) the adjustment of the forwarding state or payment terms.
- 4.** GEOS OnSite Solutions B.V. is entitled to a reasonable reimbursement of the costs associated with the price offer referred to in paragraph 3, irrespective of whether the parties agree on that price offer.
- 5.** GEOS OnSite Solutions B.V. is authorized to submit proposals for changes to the Customer if he sees reason to do so, and provided that the Activities and results of Work will comply with the Agreement.
- 6.** The Customer may refuse to accept the proposed amendment referred to in paragraph 5, either without giving reasons. In the latter case, the parties follow the procedure set out in this article.
- 7.** If the procedure in connection with the changes is delayed by a circumstance that can not be imputed to GEOS OnSite Solutions B.V., it has the right to term extension and/or expense reimbursement pursuant to Article 12.
- 8.** The lack of a written order regarding the change leaves the claims of GEOS OnSite Solutions B.V. on payment unimpeded.

Article 14: Price and payment

- 1.** The sales tax is not included in the amounts agreed between the parties and in the amounts stated in these general terms and conditions. The Customer will reimburse the costs incurred by GEOS OnSite Solutions B.V. of turnover tax due under the Agreement.
- 2.** All prices and rates are based on a normal working week from Monday to Friday. All Work carried out outside normal working hours per calendar day will be settled at the rates and surcharges laid down in the Agreement, based on the normal working hours of GEOS OnSite Solutions B.V. All waiting hours, resp. downtime hours for personnel, resp. GEOS OnSite Solutions B.V., not caused by GEOS OnSite Solutions B.V., will be settled on the basis of the rates specified in the Agreement.
- 3.** The settlement of changes in wages, social security charges, prices, rents and shipments takes place in accordance with the installation technology risk regulation, unless otherwise agreed.
- 4.** The parties agree a payment schedule in installments. GEOS OnSite Solutions B.V. is entitled to submit the invoice for the final payment as soon as the results of the Work have been delivered, or on the day on which the Agreement has been canceled or dissolved under Article 11. Submission of this invoice does not imply any waiver of right to further claims of GEOS OnSite Solutions B.V. under the Agreement.
- 5.** Payment shall be made without deductions or settlement, unless otherwise agreed, within 2 weeks after the date of the relevant invoice.
- 6.** The Customer is under no circumstances entitled for, and on behalf of GEOS OnSite Solutions B.V., to make payments to its independent auxiliary staff.
- 7.** A payment is first of all deducted from all costs and interest due and finally from deductible invoices that have been outstanding the longest, even if the Customer states that the payment relates to later invoices.
- 8.** GEOS OnSite Solutions B.V. can transfer (cede) or pledge his right to payment in full or in part.

Article 15: Failure of the Customer

- 1.** If the Customer fails to cooperate with an inspection or acceptance of the Work in time, or fails to make a due payment on time, GEOS OnSite Solutions B.V. is entitled to compensation of interest at the statutory interest rate in accordance with article 6: 119a of the Dutch Civil Code with effect from the day on which the cooperation should have been granted or the payment should have been effected at the latest. In that case, GEOS OnSite Solutions B.V. is also authorized to suspend the Work.
- 2.** If the cooperation or payment does not take place within one month after the day on which this appearance should have taken place, then GEOS OnSite Solutions B.V. can claim compensation of interest at the statutory interest rate, increased by two percent with effect from the day on which this month has expired, all this without notice from the GEOS OnSite Solutions B.V. In that case, GEOS OnSite Solutions B.V. is also authorized to dissolve the Agreement under Article 11.
- 3.** If GEOS OnSite Solutions B.V. suspects that the Customer does not fulfill or will not fulfill his obligations, GEOS OnSite Solutions B.V. is entitled to demand sufficient security from the Customer and for his account and risk, such as a bank guarantee. If the Customer fails to provide the requested security, GEOS OnSite Solutions B.V. is authorized to suspend the Work or to dissolve the Agreement pursuant to Article 11.
- 4.** In the event that the Customer does not comply with his or her obligation to take delivery of goods on time at the agreed place of delivery, or will not perform them, GEOS OnSite Solutions B.V. is authorized to store these goods at the expense and risk of the Customer, or to sell them in an appropriate manner and to recover the amount owed to it on the proceeds, provided it has given the Customer the right to take delivery of the goods within 5 working days. GEOS OnSite Solutions B.V. is authorized to pay the surplus to be paid to the Customer by settlement, also during his suspension of payments or bankruptcy.
- 5.** All real costs incurred by GEOS OnSite Solutions B.V., to settle invoices due, both judicial and extrajudicial costs, will be borne by the Customer, unless GEOS OnSite Solutions B.V. prefers to fix these costs at 15% of the amount due, in both cases with a minimum of € 250.00 excluding VAT.

Article 16: Liability and warranty

- 1.** After the time of completion, GEOS OnSite Solutions B.V. is no longer liable for defects, unless:
 - a) those defects are attributable to it, and moreover
 - b) the Customer has not noticed any defects prior to completion; and moreover
 - c) the Customer should not have reasonably had discovered defects at the time of delivery.
- 2.** Is GEOS OnSite Solutions B.V. liable under the provisions of paragraph 1, it is only bound to pay the direct material damage suffered by the Customer.
- 3.** Direct physical damage are not in any case: consequential loss, trading loss, production loss, loss of turnover or profit or loss of value or loss of products, nor amounts that would have been included in the execution costs if the Work would have been properly carried out from the outset.
- 4.** Notwithstanding the provisions of this article, GEOS OnSite Solutions BV guarantees. to repair at its own expense, the defects for which it is liable or to limit or eliminate the damage during the period referred to in paragraph 10. In the event that the costs of repair are disproportionate to the Customer's interest in repair instead of compensation, and in the event that the installations are not drawn up in the Netherlands, the Customer shall not be entitled to claim recovery, but GEOS OnSite Solutions BV will pay the damages. By GEOS OnSite Solutions B.V. replaced parts become its property.
- 5.** For compensation of other damages than mentioned in this article, GEOS OnSite Solutions B.V. is only liable if and insofar as the Customer proves that this is due to intent or fault of the GEOS OnSite Solutions B.V.
- 6.** GEOS OnSite Solutions B.V. is only liable for any damage caused by the Customer in connection with the activities of the Customer's business that are not covered by the insurance(s) referred to in article 5 paragraph 1, and in the Work that relates to products and installations that are exported to the US and Canada by the Customer, GEOS OnSite Solutions BV is only liable for damages that are not covered by the insurances referred to in article 5 paragraph 2, without prejudice to the provisions of this article.
- 7.** If and insofar as the Customer has insured any risk associated with the Agreement, he is obliged to claim any damage under that insurance and to indemnify GEOS OnSite Solutions B.V. for claims from the insurer for redress.

- 8.** The scope of the damage to be compensated by GEOS OnSite Solutions B.V., is limited to the amount of the price laid down in the Agreement, or if no price has been determined at the conclusion of the Agreement, as in the case of control agreements, up to the amount of the probable price. For maintenance contracts with a duration of more than one year, the price is set at the total compensation for one year.
- 9.** In no case shall the compensation exceed the total amount of the deductible of the insurance GEOS OnSite Solutions B.V. and the payment made by the insurer up to the maximum of € 1.000.000,00.
- 10.** Any liability of GEOS OnSite Solutions B.V. lapses, unless otherwise agreed, by six months from the time the Agreement is terminated by delivery, termination or dissolution.
- 11.** The legal claim on account of a defect is not admissible if the Customer fails to give formal notice to GEOS OnSite Solutions B.V., in writing and with due diligence, after having discovered or reasonably should have discovered it.
- 12.** The right to claim on account of a defect expires one month after the written and motivated notice of default.
- 13.** The legal claim on account of a defect for which GEOS OnSite Solutions B.V. under paragraph 1 shall be liable, is not admissible if it is set, unless agreed otherwise, no later than six months from the date the Agreement by delivery, dissolution or termination.
- 14.** GEOS OnSite Solutions B.V. is not liable for compensation of damage of the Customer or third parties (also) caused by the person/persons made available as referred to in article 6 paragraph 2.
- 15.** The Customer indemnifies GEOS OnSite Solutions B.V. against all claims by third parties due to (product) liability, as a result of a defect in a product or installation delivered by the Customer to a third party, and which also consisted of goods developed and/or delivered by GEOS OnSite Solutions B.V., except if and insofar as the Customer proves that the damage was caused by those goods and without prejudice to the provisions of paragraph 7 of this article.
- 16.** Insofar as this does not already result from the law or Agreement, GEOS OnSite Solutions B.V. in any case is not liable if a shortcoming of GEOS OnSite Solutions B.V. is the result of:
- * industrial incidents at third parties or under own staff;
 - * shortage of auxiliary persons;
 - * transportation difficulties;
 - * fire and loss of parts to be processed;
 - * measures taken by any domestic, foreign or international authorities, such as import bans or trade bans;
 - * violent or armed actions;
 - * faults in the power supplies, in communication links or in equipment or software from GEOS OnSite Solutions B.V. or third parties.

If a circumstance as referred to in this paragraph occurs, GEOS OnSite Solutions B.V. - in order to limit adverse consequences arising for the Customer from this - will take measures that can reasonably be required of the Customer.

- 17.** The Customer indemnifies GEOS OnSite Solutions B.V. against claims by third parties for compensation of damage, insofar as this damage remains for the account of the Customer pursuant to these general terms and conditions.

Article 17: Intellectual Property

- 1.** The intellectual and industrial property rights on all goods, data and (technical) information supplied to the Customer remain with the GEOS OnSite Solutions B.V. GEOS OnSite Solutions B.V. has the exclusive right to publish, create and reproduce these goods, data and information and the Customer has the exclusive right to use them.
- 2.** The information provided by GEOS OnSite Solutions B.V. in documents issued to the Customer, such as designs, drawings, technical descriptions or specifications, become the property of the Customer and may be used by him in compliance with the rights arising from the legislation in the field of intellectual and industrial property, after the Customer has met his financial obligations towards GEOS OnSite Solutions BV.
- 3.** The Customer is not permitted to use the design of GEOS OnSite Solutions B.V. to install the completed installation in its entirety or in parts, without the express written consent of GEOS OnSite Solutions B.V. and without prejudice to the provisions of paragraphs 5 and 6. GEOS OnSite Solutions B.V. is authorized to attach conditions to this permission, including the payment of a fee. In accordance with the design of GEOS OnSite Solutions B.V. manufactured goods, the provisions of this paragraph shall apply.
- 4.** The Customer is only authorized to install the installation according to the design of GEOS OnSite Solutions B.V., without the intervention and approval of a third party, if the Agreement has been dissolved due to a shortcoming which can be attributed to GEOS OnSite Solutions B.V. In that case, GEOS OnSite Solutions B.V. is not liable for defects insofar as these can be attributed to the installation by or on behalf of the Customer.
- 5.** The right of use of the Customer, with regard to the information provided by software developed and delivered by GEOS OnSite Solutions B.V., is non-exclusive. The Customer may only use this software in his own company or organization and only for the technical installation for which the user right has been granted. The right of use may relate to several installations insofar as this has been laid down in the Agreement.
- 6.** The right of use is not transferable. The Customer is prohibited from making the software and the carriers on which it is recorded available to a third party in any way or by having a third party use it. The Customer is not permitted to reproduce the software or make copies thereof. The Customer will not change the software other than in the context of repairing errors. The source code of the software, and the technical information generated during its development, will not be made available to the Customer unless otherwise agreed.
- 7.** GEOS OnSite Solutions B.V. is entitled to apply for a patent in its name and for its account, on inventions that have arisen during and through the execution of the Agreement.
- 8.** If GEOS OnSite Solutions B.V. obtains a patent as referred to in paragraph 7, it shall grant a right of use to that invention that is not transferable in principle to the Customer. In case of concrete application of that right of use, the Customer will ask permission to GEOS OnSite Solutions B.V., which can only be refused if GEOS OnSite Solutions B.V. demonstrates conflicts of interest with his company.

Article 18: Applicable law and disputes

- 1.** Dutch law applies to the Agreement and to all Agreements arising from it.
- 2.** Any dispute between GEOS OnSite Solutions B.V. and her Customer, will be handled by the District Court of the Netherlands.
- 3.** Contrary to the previous paragraph, GEOS OnSite Solutions B.V. is authorized to have the dispute settled by the (ordinary) judge, competent under the Act in the district of the place of business of the GEOS OnSite Solutions B.V.
- 4.** The Customer is obliged to elect domicile in the Netherlands in respect of the Agreement, in so far as he is not already established in the Netherlands. In the absence of such an address for domicile, the Customer is deemed to have elected domicile in Zeist.
- 5.** The Vienna Sales Convention is expressly excluded.
- 6.** The place of delivery or of service (Erfüllungsort) will always be the location of GEOS OnSite Solutions B.V.
- 7.** If part of these conditions is void or voidable, this will not affect the validity of the other general terms and conditions. Instead of the annulled or void part, then applies in accordance with the provisions of article 3:42 of the Dutch Civil Code, what the agreed parties would have agreed if they had known the nullity or voidability;

B. SPECIAL PROVISIONS RELATING TO MAINTENANCE

The provisions in this chapter "Maintenance" are applicable in addition to the General Provisions of these general terms and conditions, if it is stipulated in an Agreement that GEOS OnSite Solutions B.V. will perform maintenance work during the maintenance period.

Article 19: Scope and definitions

1. Unless otherwise agreed, Maintenance work will only be performed on installations installed in the Netherlands.
2. The following meaning is assigned to the next words in this chapter with a capital letter:
 - a) Maintenance work: all activities, including the delivery of goods, that GEOS OnSite Solutions B.V. has to ensure, that the technical condition of the installation and the functions to be performed by the installation during the maintenance period, meet the requirements arising from the Agreement.
 - b) Fault: a sudden unexpected interruption in the performance of the installation.

Article 20: Execution of the Work

1. GEOS OnSite Solutions B.V. will make every effort during the maintenance period to prevent the occurrence of faults at an acceptable level with preventive maintenance work and, to the extent agreed, to correct faults with corrective maintenance work.
2. GEOS OnSite Solutions B.V. is authorized to carry out the Remote Maintenance Work, by means of a connection to the installation via a telecommunication facility.
3. GEOS OnSite Solutions B.V., after the conclusion of the Agreement but before the start of the Work, designs a work plan with a schematic overview of the Maintenance Work, the sequence and time period (week, month, year planning) in which these will be carried out.
4. The work plan is based on the description of the Customer of the fault behavior of the installation, of all tasks, frequencies of execution, materials, tools and any necessary skills, everything for the implementation of the preventive maintenance work and making workable the corrective maintenance work.
5. The work plan comes into effect after approval by the Customer. If the work plan fits in with the description as mentioned in paragraph 4, the Customer can not withhold his approval to the work plan.
6. GEOS OnSite Solutions B.V. adjusts the work plan annually and on that basis makes an estimate of all maintenance costs for the relevant year. In the meantime, the work plan can only be adjusted by means of an amendment under Article 13.
7. If agreed, the work plan shall contain the date of commencement and delivery of anticipated and intended assignments for the performance, of preventive and/or corrective Maintenance Work and/or other Work.
8. The instructions referred to in paragraph 7 will be provided in writing by the Customer at least 1 month in advance on the basis of the work plan. Assignments that are not included in the work plan will be provided in writing at least 2 months in advance. Prior to issuing an order, GEOS OnSite Solutions B.V. issued his price for it.
9. In the performance of corrective maintenance work, the Customer must provide an assignment in advance in writing. If this is not possible due to circumstances, the order will be provided afterwards on the basis of the information provided by GEOS OnSite Solutions B.V. on the actual costs incurred.
10. Upon completion of the Maintenance Work, GEOS OnSite Solutions B.V. requests the Customer to sign the order for completed. After signing, the Maintenance work is deemed to have been completed.

- 11.** If this has been expressly agreed, GEOS OnSite Solutions B.V. will make sure, that one copy of the technical information is available on the site or the location where the Maintenance Work is performed, that these documents can be consulted at all reasonable times and that the 'As Built' situation of the performed Maintenance Work has been processed therein against in the Agreement.
- 12.** If the performance, operational reliability and maintainability of the installation, or the rules referred to in Article 3, paragraph 7 require this, GEOS OnSite Solutions B.V. informs the Customer about the measures to be taken. The Customer may, by means of an amendment under article 13, commission GEOS OnSite Solutions B.V. to make the necessary construction change or other (project-based) Work separately.
- 13.** GEOS OnSite Solutions B.V. notify the Customer in advance of the time at which the Maintenance Work will be performed. Is the Work not carried out at the agreed time and GEOS OnSite Solutions B.V. is not imputable, he is entitled to term extension and/or reimbursement of expenses under article 12.
- 14.** If this has been explicitly agreed, GEOS OnSite Solutions B.V. will ensure that Malfunctions can be reported to a known reporting center, 24 hours a day and seven days a week.
- 15.** Notwithstanding the provisions of paragraph 9, GEOS OnSite Solutions B.V. will make every effort to eliminate urgent failures after the Customer's order within 24 hours after notification, unless a different period has been agreed. The other failures are, where possible, resolved in the normal working hours of GEOS OnSite Solutions B.V.
- 16.** GEOS OnSite Solutions B.V. shall carry out the Maintenance Work during the maintenance period as laid down in the Agreement, failing which a period of one year shall apply.
- 17.** The maintenance period shall be tacitly renewed each time for the original period, unless one of the parties terminates the Agreement in writing with due observance of a notice period of three months, before the end of the relevant period.
- 18.** The Maintenance work performed by GEOS OnSite Solutions B.V., shall be settled in accordance with the rates, unit prices or fixed prices laid down in the Agreement that are indexed annually according to the installation technology risk regulation, unless otherwise agreed.
- 19.** Payment of the fees will take place within 2 weeks after the date of the relevant invoice.
- 20.** Termination of the Agreement by the Customer under Article 11 paragraph 6 requires a written notice. In the event of termination of the entire Agreement, the Customer must observe a notice period of at least 6 months, and upon termination of an order to perform maintenance work a notice period of at least 1 month.

