

GENERAL TERMS OF ACCEPTANCE OF WORK AND RENTAL of Verhoeve Milieu en Water BV, Aventurijn 600, 3316 LB Dordrecht.

Registered with the Chamber of Commerce and Industry for Rotterdam under the number 09036793 on 03-10-2013, also available for review at www.verhoevemw.com.

1. **Applicability**
 - 1.1 These terms apply to any offer and any agreement between each of the limited liability corporations stated above in the opening lines, hereinafter referred to as: service provider, and another party whereto the service provider has declared these terms applicable, as far as these terms have not been deviated from explicitly and in writing by the parties.
The other party cannot derive any rights from a possibly agreed on deviation of these terms with respect to future agreements.
 - 1.2 **U.A.V. [Uniform Administrative Terms]**
The Uniform Administrative Terms for the Implementation of Work apply on the agreement to be entered into with the other party, in the version as it is applicable at the time of entering into the agreement.

To the extent that any stipulations from the U.A.V. is in violation of any stipulation of these terms, the stipulation from these terms will prevail over that of the U.A.V.
2. **Tenders, materialization and execution of the agreement**
 3. The offers made by the service provider do not include VAT and are without obligations unless these contain an acceptance period. If a tender contains an offer without obligations and is accepted, the service provider is entitled to revoke the offer within two business days upon receipt of the acceptance. The prices indicated are based on cost prices in effect on the date of the tender are fixed unless the project is performed more than 2 months after this date. In that case, the service provider is entitled to adjusting the prices to the price changes that have occurred until the date of delivery of raw materials, materials, components, wages, currency exchange rates, insurance premiums, fiscal charges, social security premiums, import duties, transportation expenses and other levies imposed or to be imposed by the government.
In case of a project entrusted to a service provider, an agreement materializes when the service provider has confirmed this project and/or has started the implementation of the project.
 - 3.1 The prices stated in a tender are based on the execution of the agreement during normal working hours.
 - 3.2 Designs, images, folders and the like do not bind the service provider unless this is explicitly referred to in the agreement.
 - 3.3 The service provider has the right to have the agreement executed entirely or partially by third parties, in which case these terms can also be called upon by and for the benefit of said third parties.
 - 3.4 The drawings, designs, images, models and tenders offered by the service provider remain his property and may not be copied, shown to third parties or otherwise used without prior written consent from the service provider. The other party needs to make said matters at the disposal of the service provider upon first request under penalty of a claimable fine of € 2,500. per day. The service provider remains owner of all industrial and intellectual property rights with regard to the matters mentioned in this clause.
 - 3.5 The service provider assumes in his tender and execution of the agreement entered into that the activities to be performed for the other party can commence at the time provided in the agreement and can be continued without interruptions under normal circumstances and during normal hours. The other party must ensure the possibly required permits as stipulated by the government.
 - 3.6 In case the business perishes on or at which the work must be performed in the sense of article 7:757, clause 2 of the Civil Code, the other party also owes compensation if the business is in the hands of the service provider.
 - 3.7 **Additional work**
The service provider is entitled, in all reasonableness, to charging additional work provided that he has informed the other party in a timely fashion about the necessity of a price increase resulting from that. The following is considered additional work: anything performed by the service provider, either at the request or charge of the other party or pursuant to new and/or changed instructions, in addition to the activities provided in the agreement. The lacking of a written order leaves the claim to compensation unhampered.
 - 3.8 **Termination of the agreement**
The service provider is entitled to dissolving the agreement without further reminder or proof of default and the claims of the service provider against the other party are immediately due in the following cases:
 - if after entering into the agreement, the service provider is informed about circumstances which give the service provider good cause to fear that the other party will not fulfill its obligations;
 - if, at the time of entering into the agreement, the service provider has asked the other party to ensure the fulfillment and this guarantee remains forthcoming and/or is insufficient;
 - in case of bankruptcy, suspension of payment or liquidation of the other party;
4. - if the other party is otherwise in default and does not meet its obligations from the agreement, which non-fulfillment is as such that this dissolution of the agreement is justified. In said cases, though not limited to these, the service provider is entitled to suspending further execution of the agreement and/or to proceeding to the dissolution of the agreement, under obligation of the other party to compensate for the damage suffered by the service provider as a result of this.
If circumstances occur with regard to persons and/or material that the service provider uses or needs to use when executing the agreement, which are of such a nature that the execution of the agreement is impossible and/or becomes inconveniently and/or unreasonably expensive so that fulfillment of the agreement can no longer be required in all reasonableness, the service provider shall be entitled to dissolve the agreement.
5. **Rental agreements**
With respect to the rental agreements entered into between the service provider (in this article referred to as: lessor) and the other party (in this article referred to as: lessee), whatever agreed on in the other stipulations of these terms and what is stipulated in the following clauses apply.
The lessee is responsible for accepting the rented property at the start of the rent in a good condition and without any defects in the sense of the law. The lessee is given the opportunity to inspect the rented property prior to the start of the rental agreement. If the lessee believes there are defects that limit or prevent the use of the rented property, the lessee is to inform the lessor about this before the start of the rent. If the lessee accepts the rented property at the start of the rental agreement, the rented property is deemed to have been found in a good condition and to have been used in good condition as a result of the factual occupation, and if the lessor has made an offer, to have been accepted in accordance with the information provided with this offer.
The lessee is not allowed to bring the rented property outside the territory of the Netherlands. The lessee is bound by using the rented property carefully and by observing the legal regulations and always following the instructions and/or indications from the lessor. The lessee indemnifies the lessor against all liabilities from third parties, fines and expenses that are associated with or the result of use in violation of this obligation. Furthermore, the lessee indemnifies the lessor against all fines imposed due to behaviors or neglect of the lessee.
The lessee is not allowed to sublet or give the rented property entirely or partially in use of a third party.
The lessee is not allowed to change the rented property without consent of the lessor.
The lessee is obligated to report any damage and/or technical defects of the rented property immediately to the lessor and to pass on the working hour statuses of the rented property for the purpose of maintenance. The lessee is not allowed to carry out or have repairs or other processes carried out at the rented property without the express consent of the lessor.
The daily maintenance and repairs are at the expense and risk of the lessee. The costs of repairs, which are to be paid for by the lessee, include in any event though are not limited to the costs of tire wear and tear, tire repairs, running tires to the wire, and as far as the daily maintenance is concerned: daily checkup and possible filling of all oils, coolant, battery water, and lubricating and cleaning the rented property. Costs of fuel and/or electrical energy are borne by the lessee. During repairs, inspection and/or maintenance, the lessee is responsible for the entire rent. The costs of repairs, caused by non-expert use or negligence, are at the expense of the lessee. If damage is caused to the rented property in the course of the rental agreement, this is deemed to have been caused by the act or negligence of the lessee except with any counterproof provided by the lessee.
The costs of repairs regarding normal wear and tear are borne by the lessor.
The lessor is at all times entitled to inspecting the rented property, which inspection the lessee is obligated to offer his cooperation, which includes allowing the lessor access to the location where the rented property is located.
At the end of the rental agreement, the lessee is bound by handing over the rented property immediately to the lessor in a good condition. If the lessee acts in violation of this obligation, the lessee will owe an immediately claimable fine of € 500.- per day to the lessor, regardless of the lessor's authority to request observance and damages. Possible fines do not extend to damages with reduction. At the end of the rental agreement, the lessor will check if the rented property is complete and undamaged. The lessee is obligated to compensate for the damage caused by incompleteness or damaging of the rented property, whereby the damage in case of incompleteness is determined at least at the complete expense of replacement on the basis of new value, regardless of the other damaging components.
The lessee will take measures in due time to prevent and limit damage to the rented property. The lessee will inform the lessor promptly if damage has occurred or threatens to occur.
6. **Rental agreements**
 - 6.1 With respect to the rental agreements entered into between the service provider (in this article referred to as: lessor) and the other party (in this article referred to as: lessee), whatever agreed on in the other stipulations of these terms and what is stipulated in the following clauses apply.
 - 6.2 The lessee is responsible for accepting the rented property at the start of the rent in a good condition and without any defects in the sense of the law. The lessee is given the opportunity to inspect the rented property prior to the start of the rental agreement. If the lessee believes there are defects that limit or prevent the use of the rented property, the lessee is to inform the lessor about this before the start of the rent. If the lessee accepts the rented property at the start of the rental agreement, the rented property is deemed to have been found in a good condition and to have been used in good condition as a result of the factual occupation, and if the lessor has made an offer, to have been accepted in accordance with the information provided with this offer.
 - 6.3 The lessee is not allowed to bring the rented property outside the territory of the Netherlands. The lessee is bound by using the rented property carefully and by observing the legal regulations and always following the instructions and/or indications from the lessor. The lessee indemnifies the lessor against all liabilities from third parties, fines and expenses that are associated with or the result of use in violation of this obligation. Furthermore, the lessee indemnifies the lessor against all fines imposed due to behaviors or neglect of the lessee.
 - 6.4 The lessee is not allowed to sublet or give the rented property entirely or partially in use of a third party.
 - 6.5 The lessee is not allowed to change the rented property without consent of the lessor.
 - 6.6 The lessee is obligated to report any damage and/or technical defects of the rented property immediately to the lessor and to pass on the working hour statuses of the rented property for the purpose of maintenance. The lessee is not allowed to carry out or have repairs or other processes carried out at the rented property without the express consent of the lessor.
 - 6.7 The daily maintenance and repairs are at the expense and risk of the lessee. The costs of repairs, which are to be paid for by the lessee, include in any event though are not limited to the costs of tire wear and tear, tire repairs, running tires to the wire, and as far as the daily maintenance is concerned: daily checkup and possible filling of all oils, coolant, battery water, and lubricating and cleaning the rented property. Costs of fuel and/or electrical energy are borne by the lessee. During repairs, inspection and/or maintenance, the lessee is responsible for the entire rent. The costs of repairs, caused by non-expert use or negligence, are at the expense of the lessee. If damage is caused to the rented property in the course of the rental agreement, this is deemed to have been caused by the act or negligence of the lessee except with any counterproof provided by the lessee.
 - 6.8 The costs of repairs regarding normal wear and tear are borne by the lessor.
 - 6.9 The lessor is at all times entitled to inspecting the rented property, which inspection the lessee is obligated to offer his cooperation, which includes allowing the lessor access to the location where the rented property is located.
 - 6.10 At the end of the rental agreement, the lessee is bound by handing over the rented property immediately to the lessor in a good condition. If the lessee acts in violation of this obligation, the lessee will owe an immediately claimable fine of € 500.- per day to the lessor, regardless of the lessor's authority to request observance and damages. Possible fines do not extend to damages with reduction. At the end of the rental agreement, the lessor will check if the rented property is complete and undamaged. The lessee is obligated to compensate for the damage caused by incompleteness or damaging of the rented property, whereby the damage in case of incompleteness is determined at least at the complete expense of replacement on the basis of new value, regardless of the other damaging components.
 - 6.11 The lessee will take measures in due time to prevent and limit damage to the rented property. The lessee will inform the lessor promptly if damage has occurred or threatens to occur.

6.12 The lessor is not liable for damage inflicted on persons or goods of the lessee or third parties and the lessee is not entitled to a reduction of the rent or suspension of any payment obligation and does not have the right to dissolution of the rental agreement in case of decrease of use of the rented property in case of defects in the sense of the law, whether or not the result of visible or invisible defects at the rented property. The lessor is not liable for business damage of the lessee and third parties as a result of the activities of the lessee or of interruptions in the use of the rented property, whether or not as a result of defects.

7 Building materials

7.1 All building materials and materials to be processed must be of a good nature and suitable for their intention and fulfill set requirements.

7.2 The building materials and materials originating from the work of which the client has declared that he wishes to retain, need to be removed from the workplace by the client. All other building materials and materials are removed by the service provider. Possible expenses which originate from the removal for the service provider and which are caused by the obligation with regard to the removal, storage and/or destruction imposed by any government body, will be completely borne at the expense of the client.

7.3 As for the building materials and materials delivered, the client bears the risk of loss and/or damage as of the moment when these are delivered to the workplace for the time that these remain under the supervision of the client outside the normal working hours.

8 Payment

8.1 Payment needs to be made within 30 days after the invoice date by any legal means of payment at the office of the service provider or by transfer of the amount due to the bank account of the service provider. Upon expiration of 30 days after the invoice date, without any payment having been made, the other party is in default; the other party owes interest equal to 1.5% per month or part of a month, to be calculated as of the expiration date in question, as of the moment when the default takes effect.

8.2 The other party can only call upon settlement if, either its claim is recognized by the client, or the grounds of this claim can be easily determined.

8.3 Payments made by the other party extend always in the first place to paying all interest and expenses owed, and in second place to claimable invoices that have been due the longest, even if the other party states that the fulfillment relates to a later invoice.

9. Collection costs

9.1 If the other party is in default in fulfilling one or more of its obligations, all reasonable expenses to obtain fulfilling extrajudicially will be borne by the other party. In any event, the other party owes 15% with regard to the amount to be paid to the service provider. If the service provider demonstrates having incurred higher expenses, which were reasonably necessary, these will also be considered for compensation.

9.2 The other party owes the legal expenses incurred by the service provider to the service provider in all instances except that when the other party demonstrates that these are unreasonably high. This only applies when the service provider and the other party have followed a judicial procedure with regard to an agreement whereto these General Terms apply and a legal judgment has taken legal effect whereby the other party has been proven to be wrong entirely or predominantly.

10. Liability

10.1 Unless there is gross fault from the side of the service provider and/or his executive subordinates, the service provider is only bound by the compensation of damage until the amount of the invoice value of the agreement concerned.

10.2 Any liability of the service provider expires by the passing of one year starting from the day on which the error is made for which the service provider is reproached or, if this cannot be determined, by the passing of one year starting from the date on which the service provider has completed its activities for the other party.

10.3 Upon expiration of the aforementioned due date or any other due date, the other party is not entitled to dissolving the agreement and/or compensation of damage by way of a plea.

10.4 The service provider is by no means liable for consequential damage (such as business damage in the form of lost revenue). The other party will have to seek insurance against this if desired.

10.5 The limitation of liability as described in this article will be co-insisted on by the service provider for the benefit of its subordinates and of those appointed in the scope of the execution of the agreement.

10.6 The other party does not have the right to recovery if the recovery expenses associated with it are not related to the interests of the other party in case of recovery.

11. Force majeure

11.1 Shortcomings of the service provider in the execution of the agreement are considered as force majeure and cannot be attributed to it if these are not attributable to its fault, nor by virtue of the law, the agreement or applicable views are at the expense of it. The delivery and other obligations of the service provider are suspended during force majeure.

11.2 In any event, force majeure is understood to include the following: the circumstance that the service provider cannot deliver a certain performance at all, not in a timely or reasonable fashion which is important in connection with a performance to delivered by the provider itself: strikes, interferences in traffic; government measures which prevent the service

provider from fulfilling its obligations in a timely and/or thorough manner; a general lack of necessary raw materials and other matters or services necessary to realize the performance agreed upon; excessive absence through illness.

11.3 If the performance is delayed longer than a month due to force majeure, each of the parties, with the exclusion of further rights, is authorized to dissolve the agreement according to the law without the service provider being bound by any compensation of damage suffered by the other party or third parties.

11.4 The service provider is also entitled to calling upon force majeure if the circumstance, which prevents (further) fulfillment, takes effect after the service provider had to fulfill its commitment.

11.5 If the service provider has already temporarily fulfilled its obligations when the force majeure takes effect, or can only partially fulfill its obligations, the provider is entitled to invoicing the already delivered and/or deliverable part separately and the other party is bound by paying this invoice as if it concerned a separate contract. However, this does not apply when the already delivered and/or deliverable part does not have an independent value.

12. Applicable law

Dutch law applies to every agreement between the service provider and the other party.

13. Settlement of disputes

When a dispute, which is connected to (a shortcoming) in the execution of this agreement, cannot be settled by means of consultation between the parties, the dispute will be settled by arbitration pursuant to the rules as described in the Statutes of the Arbitration Council for Construction Companies in the Netherlands, as is evident from these statutes 3 months before the day of entering into the agreement (from which the dispute results directly or indirectly).

14. Dutch text prevails

In case of differences between the translations of these general terms and the Dutch text of the terms, the Dutch terms prevail.

15. Amendment of General Terms

If Verhoeve deems such desirable and/or necessary, it will be authorized to amend these General Terms. Verhoeve will notify the client as soon as possible about these changes.

16. Deviating stipulations for the benefit of consumers.

16.1 If the other party is a consumer (which includes a natural person who does not act in the exercise of a profession or enterprise), the following applies with regard to the articles mentioned below from these General Terms:

Article 3.5:

Contrary to what is stipulated in article 3.5, the service provider is liable to the other party for the fulfillment of the obligations by the third party appointed by the service provider.

Article 8.2:

Does not apply for consumers.

Article 10:

Contrary to what is stated in article 10, the legal stipulations apply in case of a project by a consumer for the liability of the service provider.

Article 13:

The other party has the right to chose the settlement of the dispute by the civil judged authorized by the law for a month after the service provider has called upon what is stated in this article in writing.