

ARTICLE 1 APPLICABILITY

- 1 These general terms and conditions, hereinafter referred to as: 'the terms and conditions', are applicable to all offers, agreements concluded and actions performed with regard to the customers, hereinafter referred to as 'the customer', of Infra Systems Nederland BV, hereinafter referred to as 'ISN' and its affiliated (operating) companies. ISN is listed in the trade register of the Chamber of Commerce under number 17128877.
- 2 The applicability of supplementary and/or deviating terms and conditions of the customer or of third parties shall not bind ISN, unless accepted in writing by ISN. Supplements to and/or deviations from these terms and conditions only apply if accepted by ISN in writing. In the event of conflict, ISN's terms and conditions prevail over those of the customer. Differing behaviour or use in the past shall not at any time cause (the provisions from) these terms and conditions to be set aside.
- 3 The customer with whom a contract has been concluded pursuant to the present terms and conditions is deemed to have tacitly agreed with the applicability of these terms and conditions to subsequent agreements concluded with ISN.
- 4 In the event that a (part of a) provision or provisions of these terms and conditions should not be applicable, the applicability of the other provisions shall not be affected.
- 5 If the offer, agreement concluded and/or action performed includes supervision of or assistance in or actual assembly work, ISN's general terms and conditions of assembly and/or installation instructions apply.

ARTICLE 2 OFFERS

- 1 All offers made by ISN are without obligation, unless a time limit for acceptance has been set down in the offer.
- 2 ISN shall not be committed to its offer if the customer should reasonably understand that the offer, or any part thereof, contains an obvious mistake or clerical error. An offer expires automatically if the item to which the offer is related has become unavailable in the meantime.
- 3 The prices are based on the performance of the contract under normal circumstances and during regular working hours.
- 4 For composite quotations, there is no obligation to deliver a part of the contract at the partial price included in that offer.
- 5 Quotations are always made on the basis of the prices applicable at the time of the offer. If, after the offer date, one or more of the cost price factors are increased - even as a result of foreseeable factors - ISN is entitled to increase the offered price accordingly.
- 6 The offer only applies to the order to which the offer relates and does not automatically apply to any future (similar) assignments, unless otherwise stated in writing.

ARTICLE 3 CONCLUSION, TIME LIMITS, DESCRIPTIONS, DESIGNS, SAMPLES

- 1 The agreement is concluded upon the customer's written acceptance with the explicit mention that the customer agrees with these terms and conditions, hereinafter referred to as: 'the agreement'. Amendments to the agreement are only binding on ISN if and as soon as ISN has accepted them in writing.
- 2 If a time has been agreed or specified for the completion of certain activities or for the delivery of certain items, such time shall not at any time be considered a strict deadline and default will only commence after a proper notice of default. Compensation for damage due to exceeded time limits is excluded, unless otherwise agreed in writing. In that case, the compensation to be paid shall not at any time exceed 10% of the offer price. Compensation for damage will never be due in case of force majeure as referred to in article 5 of the terms and conditions.
- 3 Unless stipulated otherwise in writing, the descriptions, designs, drawings, dimensions, weights, samples and other data from ISN are only approximate descriptions of our products and any deviations, of whatever nature, cannot be invoked by the customer in order to either refuse the purchase or payment, or to dissolve the agreement and/or claim compensation.
- 4 The intellectual property rights to all designs, images, calculations, etc. pertaining to the offer are vested in ISN. This data remains the property of ISN and may not be copied, shown to third parties or used in any other way without explicit permission from ISN. If the contract is not awarded to ISN, all aforementioned data must be returned to ISN within 14 days after the date of the decision. If the contract is not awarded to ISN, ISN has the right to charge the customer who requested the design for all costs incurred by ISN for the design. It is the customer's duty to reimburse such costs to ISN.
- 5 The transport of the delivery of goods is at the expense and risk of the customer, unless otherwise agreed in writing.
- 6 The purchased items must be taken delivery of within 14 days after they have been made available, unless otherwise agreed in writing. If this is not done within this period or the special stipulated period, ISN is entitled, without prior notice of default, either to invoice the sold goods and to claim payment of them, or to dissolve the purchase agreement out of court. In the first case, the goods will be stored at ISN or third parties at the expense and risk of the customer and ISN will be entitled to charge all costs resulting from this action in addition to the purchase price. In the second case, the customer will be obliged to pay ISN a compensation amounting to 15% of the purchase price.
- 7 If it appears during the execution of the agreement that the agreement must be amended for the proper execution thereof, the parties shall proceed to timely adaptation in joint consultation. The required adjustment may affect the price and time of delivery. If the parties fail to reach agreement with respect to this, ISN is entitled to compensation for the work already performed and goods delivered and/or ordered.
- 8 Without being in default and without prejudice to the provisions of paragraph 7, ISN may refuse an adjustment to the agreement, whether or not necessary, if such adjustment cannot reasonably be required from ISN.
- 9 If, at the conclusion of the agreement, ISN agrees to a certain price, ISN shall nevertheless be entitled to increase the price under the following circumstances, even if the price was not originally stated with reservation:
 - if the price increase is the result of an adjustment to the agreement as referred to in this article;



- if the price increase ensues from an obligation imposed on ISN under the law;
- In other cases, with the proviso that the customer is in that case entitled to dissolve the agreement through a written statement if the price increase takes place within three months after the conclusion of the agreement, or if the price increase exceeds 10% of originally agreed amount. This statement must be submitted within 14 calendar days after receipt of the price increase, on the penalty of forfeiture of this right. If this statement is submitted in time, the dissolution will not take place if, within 7 calendar days, ISN declares itself willing to execute the agreement on the basis of the originally agreed amount.

ARTICLE 4 SUSPENSION, DISSOLUTION AND PREMATURE TERMINATION OF THE AGREEMENT

- 1 ISN is entitled to suspend the fulfilment of the obligations or to dissolve the agreement (out of court) if:
 - the customer does not, not fully or not timely fulfil the obligations under the agreement (attributable shortcoming);
 - after the conclusion of the agreement, ISN becomes aware of circumstances giving good reasons to fear that the customer will not fulfil his obligations;
 - at the conclusion of the agreement, the customer is requested to provide security for the fulfilment of his obligations under the agreement and this security is not provided or is insufficient;
 - due to delays on the part of the customer, ISN can no longer be required to fulfil the agreement under the originally agreed conditions.
- 2 In addition, ISN is entitled to dissolve the agreement (out of court) if circumstances arise which are of such a nature that fulfilment of the agreement is impossible or other circumstances occur which are of such a nature that unaltered continuation of the agreement cannot reasonably be required from ISN.
- 3 The possibility of a (extrajudicial) dissolution moreover applies in the event of liquidation, (application for) suspension of payment or bankruptcy, attachment against the customer, debt restructuring or any other circumstance as a result of which the customer no longer has free control of his assets.
- 4 If the agreement is dissolved (out of court), ISN's claims in respect of the customer shall be immediately due and payable. If ISN suspends the fulfilment of the obligations, it shall retain its rights under the law and the agreement.
- 5 If ISN proceeds to suspension or (extrajudicial) dissolution, ISN shall in no way be obliged to compensate damage and costs incurred in any way whatsoever.
- 6 If the suspension or the (extrajudicial) dissolution is attributable to the customer, ISN is entitled to compensation of the damage, including the costs, directly and indirectly incurred.
- 7 If the customer cancels a placed order in whole or in part while ISN cannot be held responsible for this, the ordered or prepared items, plus any possible supply, discharge and delivery costs thereof and the reserved work time for the execution of the agreement shall be fully charged to the customer.

ARTICLE 5 FORCE MAJEURE

- 1 ISN is not obliged to further implement the agreement if this is not possible due to force majeure.
- 2 Force majeure means in these terms and conditions, in addition to the provisions of law and case law, all external causes, foreseen or unforeseen, which are beyond ISN's control, but due to which ISN is unable to fulfil its obligations. ISN furthermore has the right to invoke force majeure if the circumstance that prevents (further) performance of the agreement occurs after ISN should have performed.
- 3 In the event of temporary force majeure, ISN may suspend its obligations under the agreement for the period during which the force majeure continues. If this period lasts longer than three months or if the force majeure situation is permanent, each of the parties is entitled to dissolve the agreement (partially and out of court). In both cases, this applies without obligation to compensate the other party for any damage, without prejudice to the (payment) obligations of the customer in respect of the part of the agreement already performed by ISN. The latter only applies if independent value can be assigned to the performed part of the agreement.

ARTICLE 6 PAYMENT AND COLLECTION CHARGES

- 1 Unless otherwise agreed in writing, the purchase price will be invoiced as follows: standard products upon delivery or 14 days after delivery, and non-standard products upon ordering. If delivery is executed in two or more parts, each part will be invoiced separately.
- 2 Unless otherwise agreed in writing, payment must be made as follows: standard products within 30 days of the invoice date, and non-standard products 50% (fifty per cent) upon the order and 50% (fifty per cent) after delivery.
- 3 All payment terms are to be regarded as deadlines, unless otherwise agreed in writing.
- 4 If the customer fails to pay a (partial) invoice in a timely manner, the customer is in default by operation of law, without further notice of default. The customer shall in that case owe 1% interest per month from the moment the customer is in default until the moment of payment of the full amount due. A part of the month is considered a full month.
- 5 If the customer is in default or negligent in the (timely) fulfilment of his obligations, all reasonable costs incurred in obtaining payment out of court shall be for the account of the customer, without prejudice to ISN's other rights, such as compensation and performance. The extrajudicial costs are calculated on the basis of common practice in current Dutch debt collection. However, if ISN has incurred higher reasonable costs for collection, the actual costs incurred will be reimbursed, including any judicial and execution costs incurred. The customer shall also owe interest on the collection costs due.



ARTICLE 7 COMPLETION AND RETENTION OF TITLE

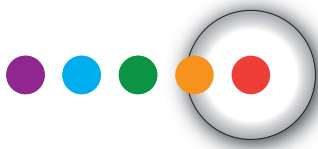
- 1 Completion means the actual delivery to the customer. The work is considered delivered if delivery has taken place.
- 2 All goods delivered by ISN under the terms of the agreement shall remain ISN's property until the customer has properly fulfilled all obligations under the agreement, including interest and costs.
- 3 The customer must at all times do everything that can reasonably be expected of him to secure ISN's rights of ownership.
- 4 If third parties seize goods delivered under retention of title or wish to establish or assert rights thereon, the Customer must notify ISN immediately. The customer is obliged to keep and/or make the goods under retention of title identifiable and to keep them separate from each other and from the other goods located at the customer's premises.
- 5 The customer undertakes to insure the goods delivered subject to retention of title for his account and under normal conditions with a reputable insurance company and to keep them insured against fire, explosion and water damage as well as against theft and to provide the policy of this insurance to ISN at first request for its inspection. The customer hereby grants ISN an irrevocable power of attorney to receive payments pursuant to the insured risk on his behalf. Where necessary, the customer undertakes to ISN in advance to cooperate in everything that may or could be necessary or desirable with respect to this.
- 6 In the event ISN wishes to exercise its rights of ownership as referred to in this article, the customer shall give unconditional and irrevocable consent to ISN and to third parties to be designated by ISN to enter all locations where ISN's property is located and to take those items back/disassemble them, at the expense of the customer.

ARTICLE 8 GUARANTEES, INSPECTION AND COMPLAINTS

- 1 A guarantee is provided in writing at the customer's request whereby the guarantee period, calculated from the date of completion, is determined by ISN according to the nature of the (delivered) item and the scope of the work and the material used.
- 2 ISN does not provide any guarantee for goods delivered if the customer determines explicitly and against ISN's advice which materials must be applied compulsorily.
- 3 All guarantees only include replacement or repair, such at the discretion of ISN, of the faulty item or service as validly demonstrated by the customer.
- 4 If the customer fails to comply, or does not comply in a timely or proper manner, with any obligation, including its payment obligation arising from the agreement concluded with ISN, ISN shall not be bound by any guarantee.
- 5 If the guarantee provided by ISN is related to a matter that is produced/delivered by a third party, the guarantee is limited to the guarantee provided by the producer/supplier of the item, unless otherwise stated.
- 6 Any form of guarantee shall be cancelled if a fault arises as a result of or ensues from irresponsible or improper use, incorrect storage or maintenance by the customer and/or by third parties, if, without written permission from ISN, the customer or third parties have made or attempted to make changes to the item, have attached other items to the item that should not have been attached to it or if the items have been modified or processed in a manner other than as prescribed. The customer is not entitled to any guarantee either if the fault is caused by or is the result of circumstances beyond ISN's control, including weather conditions (such as, but not limited to, extreme rainfall or temperatures) et cetera. The guarantee does not cover faults due to normal wear and tear and defects that are not the result of the work performed by or on behalf of ISN.
- 7 The customer is obliged to inspect the delivered goods (or to have them inspected) immediately at the moment the items are provided to him or the relevant work has been carried out. In addition, the customer must examine whether the quality and/or quantity of the delivered items corresponds with the agreements made and meets the requirements the parties have agreed on in this respect. Any faults must be reported to ISN in writing within 8 calendar days after their discovery or after such faults could reasonably have been detected. The report must contain a detailed description of the fault so as to enable ISN to respond adequately. The customer must give ISN the opportunity to (cause to) investigate a complaint.
- 8 When the customer complains in time, this does not suspend his payment obligation. In that case, the customer will moreover be obliged to purchase and pay for any other items ordered by him.
- 9 After replacement or repair within the meaning of this article, the guarantee period shall not be renewed or extended.

ARTICLE 9 LIABILITY

- 1 If, contrary to the provisions of Article 8, ISN should be liable, such liability is limited to the agreements made in this provision.
- 2 ISN is not liable for damage of any nature that has arisen due to the fact that ISN has based itself on incorrect and/or incomplete information supplied by or on behalf of the customer.
- 3 If ISN should be liable for a claim/event, ISN's liability is limited to a maximum of twice the invoice value of the order, i.e. to the part of the order to which the liability is related. A series of claims/events shall be regarded as one claim/event.
- 4 ISN's liability is in any case at all times limited to the amount of the payment received from its insurer in case of a claim/event.
- 5 ISN is only liable for direct damage.
- 6 Direct damage exclusively means:
 - the reasonable costs for determining the cause and extent of the damage, to the extent the determination is related to damage within the meaning of these terms and conditions;



- any reasonable costs incurred to have ISN's faulty performance comply with the agreement, to the extent it can be attributed to ISN;
 - reasonable costs incurred to prevent or limit damage, to the extent the customer demonstrates that these costs have resulted in limitation of direct damage as referred to in these terms and conditions.
- 7 ISN is not liable for indirect damage, including consequential damage, lost profits, missed savings, and damage due to business interruption or other forms of interruption. In the case of consumer sale, this limitation does not extend beyond the limitations permitted pursuant to Book 7, article 24 paragraph 2 of the Dutch Civil Code.
- 8 The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of ISN and/or third parties engaged by ISN.

ARTICLE 10 TRANSFER OF RISK

- 1 The risk of loss, damage or depreciation of the items that are the object of the agreement passes to the customer from the moment these items are (in)directly brought under the customer's control.

ARTICLE 11 INDEMNIFICATION

- 1 The customer indemnifies ISN against all claims of third parties who suffer damage in connection with the execution of the agreement, unless it is established at law that these claims are a consequence of intent or gross negligence on the part of ISN and the customer furthermore proves that he cannot be blamed in any way with respect to this.
- 2 If ISN should be held liable by third parties on that account, the client is obliged to assist ISN both in and out of court and take any action that may be expected of him in that case. Should the customer fail to take adequate measures, ISN is entitled, without notice of default, to proceed to taking such measures. All relevant costs and damage on the part of ISN and third parties are fully for the account and at the risk of the customer.

ARTICLE 12 INTELLECTUAL PROPERTY

- 1 ISN reserves the rights and powers accruing to it pursuant to the Copyright Act and other intellectual property laws and regulations.
- 2 ISN reserves the right to use the knowledge gained through the execution of the agreement for other purposes, to the extent that no strictly confidential information of the customer is disclosed to third parties.
- 3 The documents provided by ISN to the customer (reports, advice, designs, drawings, etc.) are exclusively intended for use by the customer and may not be reproduced, made public or disclosed to third parties without ISN's permission, unless the nature of the documents provided requires otherwise.

ARTICLE 13 APPLICABLE LAW AND DISPUTES

- 1 The agreement is exclusively governed by Dutch law, even if an obligation under the agreement is fully or partially executed abroad or the party involved in the legal relationship is domiciled there.
- 2 The court in ISN's place of business has exclusive jurisdiction to hear disputes, unless otherwise mandatorily prescribed by law. Nonetheless, ISN has the right to submit the dispute to the court which has jurisdiction according to the law.
- 3 The parties will only appeal to the court after they have made every effort to settle a dispute in mutual consultation.

ARTICLE 14 LOCATION OF AND AMENDMENTS TO THE TERMS AND CONDITIONS

- 1 These terms and conditions have been filed with the Chamber of Commerce under number 17128877.
- 2 The most recently registered version effective at the time of conclusion of the agreement applies.
- 3 The Dutch text of the terms and conditions is at all times decisive for the interpretation thereof.
- 4 No part of these terms and conditions may be copied and/or reproduced in any way whatsoever in writing, electronically and/or verbally and/or transferred in any way whatsoever without ISN's written permission.

