

## GENERAL CONDITIONS MASTERSHIP PROJECTS BV AND MASTERSHIP SOFTWARE BV

The following text is a translation from the Dutch language of the General Conditions MasterShip (Algemene Voorwaarden MasterShip). In the event of a dispute the original Dutch text shall prevail.

### GENERAL TERMS

#### Article 1: Applicability.

- These general conditions shall apply exclusively to all offers made to and / or by us, to all agreements concluded with us as well as to their execution and to any other of our rights and obligations.
- Deviations from and any supplements to these general conditions shall be agreed in writing only and shall only become valid after express written confirmation thereof by us to the other party. The deviation or supplement shall be valid only for the specific agreement in which it has been inserted.
- In these general conditions the term "the other party" is deemed to include its representative(s), proxy(s), assignee(s) or successor(s) under universal or special title.
- In addition to the general terms of this section and depending on the nature of the work and / or services to be carried out, the special provisions as set out in the following sections shall apply. The special provisions shall prevail over the general terms.
- In these general conditions the following meanings shall be ascribed to:
  - consumer: the natural person who is not acting in a commercial or professional capacity.
  - specifications: the description of the work, the accompanying drawings, the conditions applicable to the work as well as the memoranda of information as these have been communicated at least seven days prior to the call for tenders by the customer.
  - price: the amount of money, including the approximate estimates according to the order, for which we have committed ourselves to carry out the work, but not including value added tax.
  - approximate estimate: an amount of money, including profits, for the purpose of the purchase of goods to be further specified by us or by the other party or, as the case may be, for the performing of services by third parties.
  - the work: the whole of the calculation, drawing, cutting and developing work such as is described in the agreement including the necessary preparations as well as the supplies and services to be carried out.
  - goods: all tangible results to be delivered in the framework of the execution of the work, in the broadest sense of the wording, including (carriers of) data, calculations and drawings.

#### Article 2: Quotations.

- All quotations submitted by us to the other party are free of engagement. If no time limit has been indicated, our quotations shall remain in force for 21 days.
- Any illustrations provided are of an approximate nature and are not binding.
- Any industrial and / or intellectual property rights of quotations, calculations, models, artistic and / or technical designs, descriptions, drawings, sketches, diagrams, etc., made by or through us, shall remain with us.
- Any documents referred to in this article are and shall remain our property and shall not be passed on or shown to third parties, reproduced or copied in any manner without our written permission.

#### Article 3: Completion of agreements.

- The agreement shall be regarded as completed by the dispatch of the written confirmation by us to the other party that the order has been accepted. In the event that a written confirmation is lacking, the completion of the agreement shall appear from the execution by us of the given order and the dispatch of an invoice relating to that order.
- Written confirmations as referred to in paragraph 1 of this article shall only be validly provided by one of our authorised officers or, as the case may be, by an authorised representative of our proxy.

#### Article 4: Prices.

- All prices are exclusive of value-added tax and transportation costs, unless stated otherwise in the quotation or order confirmation.
- In case of a demonstrable change of one or more of the factors determining the cost price, such as purchase prices, exchange rates, wages, taxes, duties, charges, freights, etc., after the submission of the quotation or, as the case may be, after the completion of the agreement, we are entitled to adjust the agreed prices accordingly, provided this is not prohibited by law, and regardless of whether the change was foreseeable by us at the time of completion of the agreement. We shall notify the other party of aforementioned adjustments in writing. In such an event, the other party shall not have the right to annul the agreement.
- Every invoice for progress payments despatched by us shall be adjusted on the basis of the changed price-determining factors.
- If the other party is a consumer, he shall have the right to terminate the agreement if the price rise takes place within 3 months after the conclusion of the agreement.

#### Article 5: Payment.

- The invoices sent by us to the other party shall be paid within 14 days of the date of the invoice. Payment shall take place by remittance to a bank or giro account specified by us. Payment shall take place in Dutch currency, including value-added tax. The value day indicated on our bank or giro statements shall determine the date of payment.
- The other party is not entitled to any discount or adjustment, in any manner whatsoever, unless we have expressly agreed this in writing.
- In the event that the amount owed as stated on the invoice has not been paid within the term as specified in paragraph 1 of this article, the other party shall be deemed to be in default without further notification or prior proof of default being required, and he shall owe us an annual interest of 2% above the discount rate for promissory notes per (part of a) month over the total amount still outstanding.
- In the event that we hand over an unpaid or partly unpaid invoice to a debt recovery agency, all resulting judicial and extra judicial costs shall be for the account of the other party. The extra judicial costs which the other party shall owe us shall amount to at least 15% of the principal sum due increased by the already owed interests, with an absolute minimum of € 500.00 excluding value added tax.
- Settlement of any discounts granted shall occur by means of a credit note at the final settlement of the agreement.

- We shall be entitled, after the completion of the agreement, to require surety from the other party, in the event that we have good grounds to fear that he will not fulfil his obligations of payment (on time).  
If and in as far as the other party in that case refuses or is not able to stand surety, we shall be entitled to suspend the performance of our obligations.

#### Article 6: Transfer of risk.

The risk of the goods to be supplied by us to or at the other party, shall pass to the other party at the moment that the goods leave our business premises or those belonging to any third party we may have called in, even in the event that it has been expressly agreed that we shall provide for transport.

#### Article 7: Retention of ownership and transfer of ownership.

- All goods which have been supplied and which will be supplied by us to the other party shall remain our property until the other party has fulfilled its obligations towards us with respect to the current, the previous and the following similar supplies, with respect to any additional work carried out or to be carried out by us, as well as with respect to our claims against the other party based on the default by the other party in the fulfilment of its obligations towards us.
- The other party is entitled to sell or to use the goods in the framework of the normal course of his business but is not entitled to alienate the goods in any manner, to encumber them with a restricted surety right or right of use or in any other manner remove the goods from our redress.
- In as far as our ownership may be lost by conversion, the other party shall pledge to us as surety the goods into which the goods supplied by us have been incorporated, up to the amount of the claim which we may have against the other party on any grounds whatsoever.
- The other party shall be obliged to notify us without delay of any claims or attempts by third parties to obtain possession of or to recover claims by means of those goods which are our property. The other party is bound to do everything in its power to protect our property rights or our rights of claim.
- In the event of default by the other party of the obligations set out in this article or, as the case may be, of breach of the provisions of paragraph 4, we shall be entitled, after serving notice upon the other party but without judicial intervention being required, to recover the goods which remain our property on the grounds of the reservation of ownership clause or on any other grounds. The other party is bound to indicate to us the place where the goods are to be found, to identify the goods as our property and to hereby and now grant us permission for the eventuality that we need in the future to enter or to cause to be entered the grounds and premises concerned in order to recover the goods.

#### Article 8: Termination.

- In the event that:
  - the other party does not fulfil or does not fulfil on time or does not fulfil correctly any obligation towards us;
  - the other party is declared bankrupt, or he has submitted a bankruptcy petition or such a petition has been submitted or if he is in a state of (temporary) supervision of payment;
  - all or part of his property has been seized;
  - the other party has become deprived of his legal capacity (to contract) by court order or has become detained in custody;
  - the other party has become dissolved or liquidated, or, in the event of a natural person, dies;
  - the other party resorts to a strike or has already resorted to such, transfers his business or an important part of his business, including the bringing in of his business in another company to be formed or an already existing company, and the other party has not yet fulfilled all his obligations towards us;

we shall have the right by the mere occurrence of any one of the above-mentioned circumstances, without any prior notice or proof of default or judicial intervention being required, to either consider the agreement terminated, or to reclaim the supplied goods as being our property in the manner as set out in article 7 paragraph 5, or to claim in full any amount owed to us by the other party. In addition we shall have the right to claim compensation from the other party for all resulting costs, damages and interests. The provisions of article 19 shall then apply.

#### Article 9: Force Majeure.

- In this agreement force majeure shall mean:  
any circumstance independent of the will of the parties and/or any unforeseeable circumstance whereby the performance of the rights and obligations to which these general conditions are applicable, is permanently or temporarily impeded. Force majeure shall in any event mean strikes, occupation of the business premises, high levels of absenteeism by staff, problems of transportation, riots, molestation, fire, water damage, defective machinery, power failures, acts of the Government including in any case import and export restrictions, sales prohibitions and all other interruptions of business, all on our part or, as the case may be, on the part of our suppliers, as well as any default by our suppliers as a result of which we cannot reasonably fulfil our obligations (on time) towards the other party.
- In the event of force majeure we, as well as the other party, shall be entitled, without judicial intervention being required, to either suspend the performance of this agreement for the duration of the force majeure, or to terminate the agreement fully or partially.
- In the event that we have already partially fulfilled the agreed obligations, we shall be entitled to invoice the work performed, or as the case may be, the goods supplied, separately and prematurely and the other party shall settle this invoice as if it were a separate transaction.

#### Article 10: Complaints.

- Complaints concerning defective supplied and / or installed goods or concerning the order carried out, shall be submitted to us in writing in the form of an exact specification of the nature of and the grounds for the complaint within 8 days of the appearance of the defect. Complaints concerning the amount or the composition of the invoice shall be submitted in writing within 14 days of the date of the invoice.
- Proof of timely submission as well as of the correctness of the complaint, shall be accompanied by the number and date of the invoice by which the goods concerned were charged to the other party.
- The other party is bound to co-operate fully with us in the investigation into the cause of the defect.
- In the event of a complaint, the other party is not entitled to suspend the performance of its obligations towards us.
- If a claim is found by us to be founded, we shall act as provided below in the section containing the special provisions concerning warranty.

6. For the purpose of complaints, each part delivery shall be considered a separate delivery.
7. The other party shall not be entitled to return the goods, which have been delivered to it or, as the case may be, have been installed with it, without our prior written permission. The return shipment shall take place within 10 days of the receipt of our permission, carriage paid, to our address. The other party shall ensure adequate and careful packing and dispatch of the goods.
8. In the event of complaint and/or return, the risk for the goods remains with the other party unless we have acknowledged the correctness of the complaint or unless this is determined in law.
9. In the event that the other party is a consumer, the statutory provisions shall prevail over this section, in as far as the statutory provisions provide a better right.

**Article 11: Liability.**

1. Subject to provisions of imperative law and except in cases of intent or gross negligence on our part, on the part of our subordinates and any third parties called in by us for the execution of the agreement and subject to that to which we may be held on the grounds of warranties, we shall not be held liable for the payment of any damages of any kind whatsoever, directly or indirectly, including loss of profits, losses incurred during laying up, damages to moveable or immovable property caused to either the other party or to third parties. The other party shall indemnify us against any such claims by third parties.
2. Our liability shall at all times be limited to the amount of the invoice for the work to be carried out or the goods to be supplied.

**Article 12: Intellectual and/or industrial property rights.**

1. If it is ruled by definitive judgement that goods or software supplied by us infringes any intellectual and/or industrial property right belonging to a third party and the other party is thereby denied the right to the use thereof, we shall for our account and at our discretion:
  - either ensure that the other party shall as yet obtain the right to continue the use;
  - or replace the infringing part by another part which does not infringe and which has as many similar features as possible;
  - or alter the infringing part to such an extent that the infringement is terminated;
  - or take back the infringing part at cost price;
 all the above without any further liability on our part whatsoever. The above shall not apply if the supply of the goods or software concerned has taken place on instructions by the other party.
2. If, in the case of software, one of the measures set out above in paragraph 1, can in our opinion not reasonably be carried out, we shall have the right to terminate forthwith and prematurely the licence for the programme. We shall not be liable for the consequences of such termination further than the restitution of the licence fee, which was pre-paid by the other party for the period after the moment of termination.
3. We shall accept no liability for infringements, which are caused by the use of goods and/or software supplied by us:
  - a. in a form not modified by us;
  - b. in connection with goods not supplied by us or products not made available by us;
  - c. in any other manner than for which the goods and / or software have been developed or intended.
4. Intellectual and / or industrial property rights shall be deemed to include such related rights which give to a third party the right to deny the other party the continued use of the equipment or the software.

**Article 13: Applicable law.**

To all agreements, rights and obligations to which these conditions apply, the law of the Netherlands shall be applicable.

**Article 14: Disputes.**

1. All disputes arising from or in connection with an offer, order, agreement, right or obligation to which these conditions apply, or disputes in connection with the conditions themselves and their interpretation, shall, the statutory provisions permitting, at our discretion be brought either before the competent court in the district of 's-Hertogenbosch or before the competent court of the place of residence of the other party.
2. If the other party is a consumer, he shall be entitled within a term of one month after we have referred to this article, to declare that he chooses to have the dispute settled by the court which is competent according to law, in which case the latter court shall be competent.

**SPECIAL PROVISIONS RESEARCH & DEVELOPMENT ORDERS, SUPERVISION AND ADVICE**

**Article 15: Scope of the order.**

The scope of the order is determined by the description of the activities set out in the offer, including all modifications accepted by us afterwards in writing. By acceptance of an order, we expressly undertake nothing further than the carrying out of the agreed activities, such as research, development, inspection, the construction of test models and / or agreed products, to strive to achieve the closest possible approximation of the specifications desired by the other party, or, as the case may be, to strive for a result which is usable by the other party. The order does not include the carrying out of investigations into the rights of third parties.

**Article 16: Prices.**

If in the offer a "set price" is agreed then this price shall be the agreed price. If in the offer no "set price" is taken up, then it is agreed between parties that the amount to be paid shall be determined by costing according to the tariffs and methods customarily used by us. If in this case a "basic price" has been taken up, then the amount specified represents no more than an estimate, free of obligations, of the costs.

**Article 17: Intellectual and industrial property rights and protection of know-how.**

1. Intellectual and industrial property rights, such as patents and copyright of results, models etc., which result directly or indirectly from the carrying out of the order, shall accrue to us exclusively. We reserve all rights in all cases to reports, drawings, models etc. brought out by us, which have come to the notice of the other party, also if no patent rights, model rights or copyright is in force for these yet and the order has not yet been completed. The aforementioned reservation shall also be valid for that which has come to the notice of the other party through our offer.

2. If the offer concerns the (re)calculation of data, the other party shall only receive a once-only non-exclusive licence to apply this data. This licence shall not be transferred to third parties without written permission by us. The other party shall not alter the data, give the data in use to third parties or use the data for the benefit of third parties.
3. We shall have the right to use all new know-how and experience obtained through the carrying out of the order, for the carrying out of other orders for ourselves, or to use or to have others use all new know-how and experience for and by third parties.
4. In the event of breach of the provisions of paragraph 2 of this article, the other party shall forfeit a penalty claimable at call of € 25,000.00 per infringement or € 2,500.00 for every day that the infringement persists, without prejudice to our other rights.

**Article 18: Confidentiality.**

1. We shall be obliged to refrain from the acceptance of orders by third parties in the same field as the order agreed with the other party for the duration of the execution of the order only if this is expressly agreed in writing.
2. The other party is obliged to keep in strictest confidentiality all information, drawings, plans, models, correspondence, reports, products, etc., provided by us in the framework of an offer, order or agreement.
3. Without our express written permission, the other party is prohibited from contacting our employees directly or indirectly whether or not in connection with an order given, or to contact our former employees for whom a non-competition and / or confidentiality clause is still valid, with a view to making use of their specific know-how in the field in which we are active.
4. In the event of breach by the other party of the obligations of this article he shall be obliged to compensate any damage which we may suffer as a result and, in addition, he shall forfeit to us without prior proof of default a penalty claimable at call of € 250,000.00, which penalty shall not be deductible from his obligation to pay damages and which penalty shall be due to us without prejudice to our right to claim performance of the agreement.

**Article 19: Withdrawal.**

1. If the other party requests a deferment or annuls the order before we have completed the research and / or development task, or if he withdraws during the negotiations for the order, he shall nevertheless be bound by the provisions of these general conditions, especially by the provisions of article 35. In addition he shall be obliged to compensate to us all the costs made by us until that moment, regardless of whether we carry out the research at a later stage with or without a third party. If the order has already been (partially) carried out, the other party shall also owe a part of the fee proportional to the amount of work carried out, increased by 20% of the fee which would have been due to us if the order had been carried out completely.
2. In the event of continuation of an order, which has been delayed at the request of the other party, the other party shall compensate the extra work and costs resulting for us by the delay of the order.
3. If the delay lasts longer than six months, the order shall be considered annulled and the provisions of paragraph 1 of this article shall apply.

**SPECIAL CONDITIONS FOR SOFTWARE**

The following provisions shall apply in the event that we provide services in the field of automation; such as for example the selection of equipment, systems analysis, the development of software and the supply of software licences.

**Article 20: Specifications and progress.**

1. If software is to be developed by us, this software shall be specified in writing, as well as the manner in which this is to be done.
2. We shall carry out the development with due care on the basis of data to be provided by the other party for the correctness and completeness of which he shall vouch.
3. If it is agreed that the development shall take place in phases, we shall be entitled to postpone the commencement of activities, which belong to a next phase until the other party has approved in writing the results of the previous phase.

**Article 21: Delivery and acceptance.**

1. We shall deliver the software to be developed by us to the other party in accordance with the specifications ready for use.
2. If it has been agreed between the parties, the other party has the right to test the software during a period of 14 days after the delivery ready for use. This acceptance test shall consist of the performance of a number of test cases compiled by the other party with which we shall have been provided well in advance.
3. If during the carrying out of the acceptance test it appears that faults in the software impede the progress of the acceptance test, the other party shall inform us of this in detailed writing, in which case the testing period of 14 days shall be suspended until we have rectified the fault.
4. If during the carrying out of the acceptance test it appears that the software is faulty and does not meet the written specifications, the other party shall immediately after the completion of the testing period inform us concerning the faults in a written and detailed acceptance report. In such an event we shall try to rectify the reported faults within a reasonable term. The rectification shall take place free of charge if the software was developed for a fixed price.
5. The software shall be deemed to have been accepted after delivery ready for use. If it has been agreed to perform an acceptance test, the software shall be deemed to have been accepted after the acceptance by the other party, or 14 days after delivery ready for use if the other party has not informed us in writing concerning the faults in accordance with the provisions of paragraph 4 of this article or after the rectification of the reported faults.

**Article 22: Warranty.**

During a period of three months after acceptance we shall to the best of our abilities rectify any faults if the software does not comply with the written specifications. We are unable to guarantee that the software shall work without interruption or faults or that all faults shall be rectified. Such rectification shall be carried out free of charge only if the software was developed for a fixed price unless the other party has used the software wrongly or in the event of other causes which cannot be imputed to us or in the event that the faults could have been determined when carrying out the acceptance test. The recovery of any lost data is not included in the warranty. The warranty shall not apply if others than us have altered the software.

**Article 23: Licence software.**

1. In the event of delivery by us to the other party of software not specially developed for the other party (standard packages), we shall grant the other party only the non-exclusive right to the use of the standard package for the agreed term.
2. Unless agreed otherwise, the other party is not entitled to make copies of the standard package. When copying, the other party shall follow our instructions. Any copies made shall become our property.
3. The right of use cannot be transferred to third parties without our written permission. The other party is not permitted to sell, rent out, alienate or give as security to third parties the standard package. The other party shall not alter the standard package, or give it in use to or for third parties. The source code of the software shall not be placed at the other party's disposal.
4. In case of breach of any of the provisions of paragraphs 2 and 3 by the other party, the other party shall forfeit a penalty of € 25,000.00 per infringement claimable at call or, as the case may be, € 2,500.00 per day for every day that the infringement persists, without prejudice to our other rights.

#### **Article 24.**

1. If one of our suppliers only grants the right of use of a standard package supplied by him in accordance with the provisions of his user or licence agreement, or in the event that the maintenance is carried out according to the provisions of the supplier's maintenance agreement, the provisions of those agreements shall prevail over the application of the provisions of the previous article. We shall inform the other party at his request concerning the applicable provisions.
2. Unless stated otherwise, licences shall be supplied as on site and one user licences shall only be used on the business premises of the other party. One user licences shall be used and installed on one workstation only.

#### **SPECIAL PROVISIONS FOR SALE AND DELIVERY**

##### **Article 25: Delivery**

1. The other party is obliged to receive the goods offered to him by us.
2. Delivery shall take place ex office MasterShip or ex the offices of any suppliers called in by us, unpacked.
3. If we have informed the other party that the goods are ready to be collected or to be transported and the other party refuses to collect the goods or to purchase them, the risk for the goods shall pass to the other party at that very moment. The costs of storage shall in that event be for the account of the other party.
4. Delivery times quoted are never to be considered deadlines, unless expressly agreed otherwise.
5. The delivery time shall not take effect until the agreement has been concluded, all data necessary for the execution thereof are in our possession and any payment in as far as this should take place at the conclusion of the agreement has been made.
6. The other party shall only be entitled to claim damages and / or termination of the agreement if it has been expressly agreed that a delivery time shall be considered a deadline and we have not delivered the goods ordered within this term but not before the other party has granted us in writing sent by registered mail a reasonable term of at least half of the agreed delivery time to fulfil our obligations, unless a situation as described in article 9 takes place.
7. If the delivery times which are not deadlines, agreed or quoted by us are exceeded, the other party shall at no time have the right to suspend the performance of his own obligations.

##### **Article 26: Warranty**

1. For a period of 6 months after delivery ex works, or so much shorter as our suppliers prescribe or, as the case may be, guarantee, we shall guarantee the goods supplied by us against production faults and / or defective materials, also in the event that the other party has not taken the goods into use. Delays in delivery or as the case may be, installation caused by the other party shall not extend this term.
2. Our liability on the grounds of the warranty set out in the previous article is limited to the rectification of the faults which have occurred within the term of guarantee in materials or workmanship by repair or replacement at our discretion and for our account, to a maximum of the invoiced amount of the goods concerned.
3. If in the performance of our obligations we have used goods supplied by third parties, we shall provide a maximum guarantee to the amount guaranteed by the third party.
4. Excluded from these warranty provisions are defective materials or parts the use of which has been required by the other party or which have been placed at our disposal. For this purpose a defect shall be considered the same as the unsuitability of the materials or parts for the use which the other party has intended for these materials or parts. We shall have the right to refuse the application or processing of such materials or parts. Moreover we shall not be liable on the grounds of our warranty obligations if the equipment does not function properly as a result of a fault in a design, construction or operating procedure the use of which has been required by the other party, or as the case may be as a result of a fault in an advice made available by the other party.
5. Any claim to the guarantee shall lapse immediately in the following cases:
  - if the other party has repaired the fault himself or has had the fault repaired without our express prior written permission;
  - the incorrect following up of operating or service instructions and the failure to use the supplied goods in accordance with their nature and according to normal technical standards;
  - insufficient maintenance, which can be imputed to, the fault of the other party or which is for the account of the other party.
  - the assembly and / or repair and / or putting into operation by the other party or a third party of the goods supplied without our express permission;
  - the introduction by the other party or by a third party of alterations to the supplied goods or to the equipment installed.
6. The warranty shall not be valid if and for as long as the other party has not - or not on time- fulfilled his contractual obligations towards us. Afterwards the warranty shall apply again retroactively.
7. Apart from the warranty described above, we shall have no other obligations, either explicit or tacit, to repair or to replace.
8. Parts, which we replace under our warranty obligations, become our property.

#### **SPECIAL PROVISIONS CONCERNING PURCHASE**

##### **Article 27: Prices.**

The other party is not entitled to unilaterally change the price. If the other party refuses to maintain the agreed purchase price, we shall be entitled to terminate the agreement.

##### **Article 28: Delivery.**

1. We shall bear the risk for the goods from the moment of actual delivery of the goods at the agreed place of delivery and after an authorised member of our staff has signed for delivery.
2. The delivery term specified on the front of this agreement, shall be deemed to be a deadline. By the mere expiry of this term, the other party shall be in default. The expiry of the delivery time shall at all times constitute sufficient cause for us to terminate the agreement.
3. Unless expressly agreed otherwise by us in writing, the other party shall not be entitled to fulfil his obligations to deliver by delivering in part-deliveries.

##### **Article 29: Inspection**

1. Prior to the date on which the actual delivery of the goods to us shall take place, we shall be entitled to inspect the goods fully and to check them against the agreed specifications.
2. We shall be entitled to terminate the agreement at the moment referred to in the previous paragraph in the event that we reject the goods, regardless of whether the other party is default. Termination of the agreement shall in no way prejudice the recourse by us to any other legal remedies.

##### **Article 30: Defects.**

1. If the goods are not delivered within the agreed term and / or in any way fall short of the delivery obligations of the other party, we shall have recourse to any and all legal remedies, which the law applicable to this agreement accords us. The term within which we shall give notice to the other party that goods are defective shall in the case of visible defects be set at 30 days after the date of the actual delivery of the goods to us and at 6 weeks after the date of discovery by us in the case of invisible defects.
2. If on or after the day of actual delivery and after inspection and / or testing the goods by us or on our behalf, the goods do not appear to meet the agreed specifications or as the case may be, in any other way fall short of that which has been agreed, and we, while we are either awaiting repair, replacement or adjustment work by the other party or having terminated the agreement keep the goods in our possession, we shall not be liable in any manner for the loss of the goods. Any possible resulting temporary or permanent impossibility for the other party to fulfil his delivery obligations, shall in all cases give us the right to terminate the agreement. Transportation costs in connection with the return and / or repair of the goods shall be for the account of the other party.

##### **Article 31: Payment.**

Subject to our right to suspend the payment of the purchase price in the event that the other party defaults in the performance of the agreement, we shall pay the purchase price on the agreed date after approval and delivery of the goods. Payment shall in no way prejudice our recourse to any legal remedies. We shall be entitled to pay the purchase price by means of settlement.

##### **Article 32: Installation.**

1. If this agreement also includes the obligation by the other party to perform for us or for third parties assembly, start-up and / or installation work, this shall take place wholly at the risk of the other party. The other party shall guarantee that this work shall meet the legal requirements applicable. The other party shall indemnify us against any liability, which may result towards third parties resulting from a fault and / or shortcoming on the part of the other party or as the case may be, on the part of assistants called in by the other party. The resulting obligation to pay damages shall be born entirely by the other party. This applies equally to damages caused to third parties by appliances or objects, which the other party has used for the carrying out of his work regardless of whether these were given to him by us for his use.
2. The other party's obligation to indemnify us for damage caused to third parties as set out in the previous paragraph, shall be proportionally reduced if we have obliged the other party to use the assistant or appliance or object which caused the damage when fulfilling his obligations, in as far as neither the occurrence nor the extent of the damage can be imputed to the other party.

##### **Article 33: Insurance.**

At our request the other party shall show that he has ensured adequate insurance of the costs and damages which the other party has made and could suffer and / or could be obliged to compensate third parties for as a result of damage to persons caused by assistants and / or appliances and objects used by him.

##### **Article 34: Confidentiality.**

If and in as far as this agreement brings with it that we place at the other party's disposal drawings, calculations, written data and other data, then the other party, unless expressly agreed otherwise in writing, shall be held to an absolute obligation of confidentiality concerning the contents of this data as well as concerning the fact that goods are delivered to us by the other party.

##### **Article 35: Intellectual and/or industrial property rights.**

1. The other party shall indemnify us against all costs and damage resulting from the alleged infringement of a third party's patent right, patent application or industrial property right or, as the case may be, intellectual property right as a result of the use, the application, the sale, the having in stock or the giving in use in any manner whatsoever of the goods delivered, except and in as far as the above results from the adaptations which the other party has carried out at our express request.
2. If on the grounds of this agreement the goods must be provided with one or more trademarks belonging to us or which we are entitled to apply or have applied, then the other party shall neither implicitly nor in any other manner at any time claim the right to use those trademarks or any other similar or related trademark. The other party shall observe our instructions concerning sizes, placing and other aspects in connection with the trademarks protected in our interest. In the event that we are held liable as producer for a fault in a product brought onto the market by us, which fault is wholly or partially caused by a fault in the goods delivered by the other party, the other party shall fully indemnify us for all damage and costs which we have suffered, shall suffer and / or must compensate third parties or have compensated third parties in connection with the fault, unless and in as far as the other party proves that the fault and the resulting damage cannot be imputed to him.

##### **Article 36: Liability.**

The seller shall be liable for damage to and by the goods which appears during the period of warranty specified in the agreement, unless the damage is a result of an error committed by us in the use and / or operation.

## **SPECIAL PROVISIONS CONCERNING COMPLETION OF THE ORDER**

### **Article 37: Completion of the order**

1. MasterShip is free in its choice of employees to complete the order and will on the one side select according to qualities and know-how of available employees, and on the other side with regard to planned activities based on information provided by customer.
2. Customer is not allowed to involve MasterShips employees in any other activities than those resulting from the order, unless MasterShip has been consulted and has approved those activities.

### **Article 38: Duration of the agreement or order**

The agreement will conclude the duration of the project as described in the supplementary agreement.

### **Article 39: Project costs**

All project costs related to an order will be determined in a supplementary agreement. The project costs consist of the worked hours multiplied by the hourly rate (increased by the applicable VAT rate) and increased by agreed travel- and/or expense allowances for overtime and irregular shifts.

### **Article 40: Working hours/overtime**

1. The applicable working time for MasterShips employees is in accordance with the applicable working time of customer, with the exception of incidental overtime.
2. Overtime, as referred to in this article, are those hours worked more than the usual applicable working time of 8 hours per day, between 07.00 and 19.00 hour

### **Article 41: Invoices based on worked hours.**

Working hours:

- All hours worked from Monday up to and including Friday  
07.00 till 19.00 hrs. (with a maximum of 8 hours per day) 100%

Overtime hours:

- The first overtime hour per day 125%
- All hours after the first overtime hour and overtime on Saturday 150%
- Overtime hours on Sunday and on public holidays 200%

### **Article 42: Taking over of employees.**

1. During the currency of the contract as well as during a period of twelve months after termination of the contract, the other party (or a company allied to the other party) will not enlist or demand for any kind of work otherwise, the employees who, in accordance with the contract, are put to work at the other party, nor making offers of any kind unless there is a written approval of us. This on a penalty of € 250,000.00 (excl. VAT), this to be paid immediately to us,
2. If we give the mentioned written approval to the other party, the other party owns us at least an amount of 200 times the by parties agreed hourly rate as mentioned in the contract.

### **Article 43: Employability at third parties.**

Customer will not put to work MasterShips employees at third parties without MasterShips written approval.

## **CONSUMERS**

### **Article 44: Offers.**

1. The offer shall provide insight into the price and the pricing method, which will be used: contracting, basic price or direction.
  - a. The pricing method "contracting" shall mean that parties agree a fixed amount (the contracting price) for which the work shall be carried out;
  - b. The pricing method "basic price" shall mean that we shall give an as accurate as possible estimate of the costs of the work;
  - c. The pricing method "direction" shall mean that we shall give an accurate indication of the pricing factor (including hourly fees and unit prices of materials indicated).
2. If the consumer does not accept the offer, we shall be entitled to invoice the costs in connection with the bringing out of the offer especially if we have given the consumer prior written notice of these costs.

### **Article 45: Default.**

1. If we do not perform our obligations concerning the commencement or progress of the work, the consumer shall be entitled to summon us by letter sent by registered mail to commence or continue the execution of the work as soon as possible. In that letter the consumer shall point out that if we remain in default 14 days after the sending of this letter without being able to plead force majeure, the consumer shall be entitled to consider the agreement terminated without judicial intervention being required. The consumer shall in that case be entitled to have the work carried out or continued by a third party.
2. If the consumer makes use of the option described in the previous paragraph, he shall be entitled to compensation of damages including any reasonably made extra costs to have the work executed or completed by third parties. The consumer shall be entitled to settle these costs with the amount, which he still owes us.

### **Article 46: Unforeseen complications.**

1. In the event that unforeseen complications arise, we shall inform the consumer as soon as possible.
2. If we are unable to contact the consumer, we shall be obliged to suspend the work except in the event that the unforeseen complication demands immediate action.
3. The consumer shall compensate any extra costs, which we must make in connection with an unforeseen complication, which demands immediate action.
4. In the event that the unforeseen complication does not require immediate action, the consumer can require supplemental work.

### **Article 47: Force majeure.**

1. In the event that the execution of the work is made impossible by a cause which cannot be imputed to us and for which we do not carry the risk, we shall be entitled to terminate the execution of the work and to invoice the costs made to the consumer.
2. In the event that the execution of the work is made impossible by a cause, which cannot be imputed, to the consumer and for which he does not bear the risk, then the consumer shall be entitled to terminate the work in return for the compensation by the consumer.