

## GENERAL TERMS AND CONDITIONS OF BUSINESS

of Coating Certification & Testing Professionals B.V., a private company with limited liability that is registered in the Trade Register of the Chamber of Commerce under number 71223584, hereinafter referred to as 'CCT-Pro'.

### ARTICLE 1. DEFINITIONS

The following definitions apply in these general terms and conditions of business:

- 1.1. General Terms and Conditions: the present general terms and conditions of business of CCT-Pro;
- 1.2. Upward contract variation: work performed by CCT-Pro for the Customer, the need for which arises after the Contract has been signed and which fall beyond the terms or scope of the Contract. An extension or alteration in the scope of the Contract is also regarded as constituting an upward contract variation;
- 1.3. Downward contract variation: any instance in which CCT-Pro carries out less work or in which CCT-Pro judges that less work needs to be performed than originally agreed by the Parties and laid down in the Contract;
- 1.4. Quotation: an offer to enter into a Contract that is made free of obligation to the Customer by the directors of CCT-Pro or by an authorised individual designated by the directors of CCT-Pro;
- 1.5. Customer: a natural person or legal entity, as well as that person's or that entity's representatives, authorised agents, successors in title and heirs, who has entered into a Contract with CCT-Pro or who wishes to enter into a Contract with CCT-Pro and who has made CCT-Pro an offer to this effect or to whom CCT-Pro has submitted a quotation;
- 1.6. Contract: a Contract for the provision of services signed by the Parties and relating to the provision of services by CCT-Pro to the Customer, including testing, calibration and other services;
- 1.7. The Parties: CCT-Pro and the Customer jointly;
- 1.8. CCT-Pro: CCT-Pro Coatings B.V., a private company with limited liability that is registered in the Trade Register of the Chamber of Commerce under number 01105682, including any entities affiliated with CCT-Pro and/or any third parties designated or to be designated in the future by CCT-Pro.

### ARTICLE 2. APPLICABILITY

- 2.1. These General Terms and Conditions apply to all quotations made by CCT-Pro, to all offers made to and accepted by CCT-Pro and to all Contracts that CCT-Pro enters into with the Customer.
- 2.2. Any arrangements made contrary to these General Terms and Conditions and any amendments or deletions are binding on CCT-Pro only if and insofar as they have been explicitly agreed in writing and insofar as CCT-Pro is represented in this respect by its directors or by an authorised individual designated by CCT-Pro's directors. Such departures from these General Terms and Conditions do not have a binding effect on other Contracts between the Parties.
- 2.3. The Customer agrees that these General Terms and Conditions apply to any future Contracts between the Customer and CCT-Pro. The Customer also agrees that, in such an event, there is no need for it to be given another copy of these General Terms and Conditions.
- 2.4. Unless expressly agreed otherwise in writing by the Parties, it is expressly agreed that the Customer's own general terms and conditions of business or, as the case may be, any terms and conditions quoted in the Customer's order or request for a

quotation do not apply or are excluded. If CCT-Pro's General Terms and Conditions apply alongside the Customer's own general terms and conditions of business or, as the case may be, any terms and conditions quoted in the Customer's order or request for a quotation, CCT-Pro's General Terms and Conditions will prevail in the event of any inconsistencies between them.

- 2.5. Should one or more provisions of these General Terms and Conditions be void or be declared void, the remaining provisions of these General Terms and Conditions will continue to apply in full.
- 2.6. CCT-Pro reserves the right to amend the contents of these General Terms and Conditions at any time. The amended version takes effect as soon as CCT-Pro has communicated this to the Customer, by sending a copy of the amended version of the General Terms and Conditions by email or post to the Customer's email or postal address of which it is aware, provided that the Customer does not object in writing to the amended version within five (5) days of the date on which it was sent. The most recent version of these General Terms and Conditions applies to any offers, quotations and Contracts that come into being at a later date and in those cases in which different versions of these General Terms and Conditions may be considered to apply.

### ARTICLE 3. QUOTATIONS

- 3.1. Unless the Parties agree otherwise in writing, all quotations issued by CCT-Pro in whatever form are free of any obligation.
- 3.2. CCT-Pro is not under any obligation to honour a quotation if it contains a clear typing or printing error that the Customer may reasonably be expected to recognise as such.
- 3.3. Unless the Parties agree otherwise in writing, the quotation is dated and is valid from the date in question for a period of thirty (30) days.
- 3.4. Any requests for quotations or offers made by the Customer should be accompanied by a clear description of the nature of the work involved.
- 3.5. CCT-Pro's quotation is based on an assumption that the information provided by the Customer is correct. The Customer is liable for any loss or damage resulting from the inaccuracy or incompleteness of this information.
- 3.6. If CCT-Pro accepts an offer made by the Customer or if the Customer accepts a quotation supplied by CCT-Pro, CCT-Pro is entitled to withdraw its acceptance or its quotation (which is made free of any obligation) within a period of five (5) days of the date quoted on the offer or quotation.
- 3.7. All drawings, technical descriptions, designs, calculations, colours and specifications of quality, weight, measurements and price produced by or on behalf of CCT-Pro are free of any obligation and remain the property of CCT-Pro. They may not be given or disclosed to a third party with a view to obtaining a comparable quotation from the party in question. They may not be copied or reproduced in any other way. Should the Parties not sign a Contract, the documents in question must be returned to CCT-Pro at the Customer's expense within fourteen (14) days of CCT-Pro asking the Customer to do so. The above is without prejudice to CCT-Pro's copyright and all other intellectual or industrial property rights.

### ARTICLE 4. FORMATION AND AMENDMENT OF CONTRACTS

- 4.1. A Contract is formed as soon as the Customer accepts a quotation from CCT-Pro or, as the case may be, as soon as CCT-Pro explicitly accepts, either orally or in writing, an offer made or an order placed by the Customer or, as the case may

be, as soon as CCT-Pro undertakes an activity that follows naturally from the offer or order and if the Customer does not object to this on the same day.

- 4.2. Contracts and amendments to Contracts made be agreed exclusively in writing by the directors of CCT-Pro or, as the case may be, by an authorised individual designated by the directors of CCT-Pro. CCT-Pro is not bound by any Contracts or amendments to Contracts signed by members of CCT-Pro's staff, unless CCT-Pro has explicitly given its consent in writing. CCT-Pro will indicate at the Customer's request which of its staff is entitled to enter into or amend Contracts.

#### **ARTICLE 5. PRICES**

- 5.1. Prices are charged in accordance with the rates quoted by CCT-Pro or, where CCT-Pro has not quoted any rates, in accordance with the rates customarily applied by CCT-Pro at the time when the product or service in question was supplied.
- 5.2. Unless expressly agreed otherwise in writing, all rates quoted by CCT-Pro or, as the case may be, agreed between CCT-Pro and the Customer or applied by them, are denominated in euros and exclude VAT, insurance, import duties, taxes, freight charges, packaging, delivery costs, loading and unloading costs and other duties, charges and taxes levied by the government.
- 5.3. All prices quoted are based on the price-determining factors prevailing at the time when the first quotation was issued. CCT-Pro is entitled to pass on to the Customer any rises in the prices of price-determining factors (the nature of which is subject to CCT-Pro's discretion) that come about after the formation of the Contract but before the delivery of the product or service in question, including in any event (but not exclusively) rises in wages and social security charges, prices charged by suppliers, taxes, raw materials, fuel, materials, assembly costs, transport costs, import or export duties, licence fees, exchange rates, landfill charges, waste processing charges and so forth. Should CCT-Pro pass on such a price rise within three (3) months of the date on which the Contract was signed, the Customer is entitled to terminate the Contract, provided that it does so within fourteen (14) days of being notified of the price rise. The termination of the Contract on these grounds does not entitle either party to any form of compensation.

#### **ARTICLE 6. PAYMENT**

- 6.1. CCT-Pro is entitled to invoice the Customer in the following ways:
- for an advance payment, either in full or in part;
  - at regular intervals;
  - after the completion of the work or order;
  - as specified by CCT-Pro in its quotation or as agreed by the Parties.
- 6.2. Where an order is delivered in instalments, each instalment is regarded as constituting a separate transaction and may be invoiced as such by CCT-Pro.
- 6.3. Unless another time limit for payment has been agreed, payment should be made within fourteen (14) days of the invoice date by transfer to a bank account designated by CCT-Pro. Should the Customer not pay the invoice within the stipulated period, it is regarded as being automatically in default without any further notice of default being required. As from this date, CCT-Pro is entitled to the payment of interest at a rate of 2% per month or part thereof, unless the statutory commercial interest rate is higher, in which case the higher rate

of interest applies. This interest is charged from the final date by which the invoice should have been paid.

- 6.4. If the Customer fails to discharge its obligations or to do so in good time, the Customer is liable for all costs that are reasonably incurred in obtaining an out-of-court settlement. Where the Customer owes a debt, it is in any event liable for the debt collection charges. Debt collection charges are (insofar as is permissible by law) calculated at 15% of the outstanding principal, subject to a minimum of €225 (excluding VAT). The Customer is also liable for all reasonable legal fees and enforcement costs.
- 6.5. The Customer is expressly precluded from asking for discounts to be taken into account, setting off debts against each other and/or asking for payment to be deferred. In other words, the Customer must pay CCT-Pro's invoices in good time, without making any deductions.
- 6.6. Any payments made by the Customer are intended in the first place for settling all debt collection charges owed by the Customer, in the second place for paying any interest owed by the Customer, in the third place for paying for any loss or damage that has been incurred, and in the fourth place for paying all invoices that are due and payable, starting with those invoices that have been outstanding the longest, even if the Customer states that a payment relates to a later invoice.
- 6.7. CCT-Pro is at all times entitled to ask the Customer to provide security under property law for the payment of all the Customer's obligations ensuing from the Contract.
- 6.8. If the Customer is based in another EU member state than the Netherlands, the Customer should provide CCT-Pro with a written copy of its VAT registration number. The Customer should also provide CCT-Pro with all such data and documents as CCT-Pro may reasonably require in order to show that the products were supplied to another EU member state than the Netherlands.
- 6.9. CCT-Pro is at all times entitled to make a payment to the Customer on behalf of one of its affiliates that discharges the affiliate in question from its obligations to the Customer. CCT-Pro is also at all times entitled to set off debts owed to the Customer by CCT-Pro or one of its affiliates against debts of whatever nature owed by the Customer to CCT-Pro or one of its affiliates.
- 6.10. The full value of a debt owed by the Customer to CCT-Pro becomes immediately due and payable if:
- the Customer fails to meet a deadline for payment;
  - an application is made for the Customer's bankruptcy or liquidation or for the suspension of the Customer's payments, if such an application is granted, or if the Customer is granted a statutory debt adjustment;
  - the Customer's assets or receivables are seized;
  - the Customer's business is dissolved or ceases to exist for other reasons;
  - where the Customer is a natural person, he or she is placed under a guardianship or administration order, or dies;
  - there is a change in the control of the Customer's business or if a third party acquires control of the Customer's business.

#### **ARTICLE 7. THE CUSTOMER'S OBLIGATIONS**

- 7.1. The Customer is obliged to supply CCT-Pro in good time with any data, information and other materials that CCT-Pro judges to be necessary in order to properly perform the Contract, and to supply such data, information and materials in the form and manner requested by CCT-Pro.

- 7.2. The Customer is obliged to inform CCT-Pro immediately about any facts (including changes in facts), risks (including third-party risks) and circumstances that could have a bearing on the performance of the Contract. If these facts (including changes in facts), risks (including third-party risks) and circumstances could produce additional costs for CCT-Pro, CCT-Pro is entitled to invoice the Customer for these additional costs.
- 7.3. The Customer guarantees the accuracy, completeness and reliability of the data, information and other materials supplied by it to CCT-Pro, even if these have been obtained from third parties.
- 7.4. The Customer is also required to ensure that:
  - a. any data and licences (such as permits, dispensations, decisions and orders) required for the performance of the Contract or the work are issued in good time;
  - b. CCT-Pro is warned, within a reasonable period before the date on which the work is due to start in accordance with the Contract, if it will not be possible for CCT-Pro to carry out the work on the date and at the time as agreed;
  - c. CCT-Pro is given access, on the date and at the time as agreed, to the place where the work is to be carried out;
  - d. during the period in which CCT-Pro carries out the work, CCT-Pro is able to deliver, store and/or remove materials and equipment;
  - e. CCT-Pro has access to any connections to electricity, gas, water and other supplies it may need for the purpose of carrying out the work. The Customer is responsible for paying for the cost involved.
- 7.5. The Customer is responsible for any of CCT-Pro's materials, tools and/or equipment that it may have in its possession for the purpose of carrying out the work. In the event of such materials, tools and/or equipment being lost, stolen or damaged, CCT-Pro is entitled to charge the Customer for the cost involved.
- 7.6. The Customer is responsible for the maintenance, quality and proper operation of any materials or equipment such as it may provide or prescribe. If the materials or equipment provided or prescribed by the Customer are defective in any way, the Customer is liable for any resultant loss or damage.
- 7.7. If a member of CCT-Pro's staff needs to work on the Customer's premises, the Customer is required to provide an appropriate workspace that complies with the statutory health and safety regulations and with all other relevant rules and regulations on working conditions. The Customer is required to ensure that, in such an event, CCT-Pro has access to such space and other facilities as CCT-Pro judges to be necessary or desirable for performing the Contract and such as comply with all the relevant statutory requirements.
- 7.8. CCT-Pro is entitled to suspend performance of the Contract, in full or in part, until the Customer has met its obligations under article 7 hereof. The Customer is fully liable for all costs and losses incurred by CCT-Pro as a result of the Customer failing to meet its obligations under article 7 hereof.

**ARTICLE 8. PERFORMANCE OF THE CONTRACT**

- 8.1. CCT-Pro is entitled, entirely at its own discretion, to make use of third parties for the purpose of performing the Contract.
- 8.2. CCT-Pro is responsible for deciding how the Contract should be performed and which of its staff or which third parties should be engaged in performing it. The applicability of articles 404, 407 (2) and 409 of the Dutch Civil Code is explicitly excluded.
- 8.3. CCT-Pro will observe any instructions given by the Customer, provided that they are both responsible and given in good

time, but only insofar as CCT-Pro may reasonably be expected to do so.

- 8.4. CCT-Pro will perform the Contract to the best of its ability and to the highest professional standards, based on current knowledge. In no event can CCT-Pro guarantee that the intended results will be achieved or that the desired conclusion will be reached.
- 8.5. The Parties will perform the Contract in accordance with current legislation.
- 8.6. The Customer is aware of and explicitly accepts the risk that the work performed by CCT-Pro may result in damage being caused to or in the loss of materials, equipment and/or other property supplied, prescribed or otherwise supplied by the Customer. Unless the Parties have expressly agreed otherwise in writing and unless this has been explicitly specified by the Customer, CCT-Pro is on no account liable for any resultant loss, damage or costs.

**ARTICLE 9. TIME LIMITS**

- 9.1. Unless the Parties expressly agree otherwise in writing, the time limits by which the Contract is to be performed or the work to be carried out are quoted by CCT-Pro as approximate time limits and may on no account be regarded as constituting fatal deadlines.
- 9.2. The specified delivery period starts as soon as a Contract has been formed between CCT-Pro and the Customer in accordance with article 4 hereof, as soon as CCT-Pro has all the data, information and documents required for the performance of the Contract, and as soon as any agreed payment or advance payment has been made to CCT-Pro and any other written conditions agreed between the Parties have been fulfilled.
- 9.3. If CCT-Pro is unable to complete the work within the specified time limit as a result of circumstances beyond its control or caused by the Customer, CCT-Pro is entitled to extend the time limit for as long as is reasonably required as a result of the circumstances beyond its control or caused by the Customer.
- 9.4. The Customer is expressly forbidden, in the event of the work not being completed or not being completed on time, to terminate the Contract, suspend performance of its obligations and/or claim compensation unless it has first issued CCT-Pro with a written notice of default in which the Customer has offered CCT-Pro a reasonable period in which to comply with its obligations.
- 9.5. If the work is delayed, halted or postponed for reasons for which CCT-Pro deems the Customer to be responsible, or for which CCT-Pro is not responsible, the Customer is obliged to compensate CCT-Pro for any resultant costs or losses incurred by CCT-Pro.

**ARTICLE 10. CONTRACT VARIATIONS**

- 10.1. Unless the Parties have agreed otherwise in writing, in the event of an upward contract variation (i.e. additional work), for example at the Customer's request, with the Customer's prior consent or otherwise as a consequence of the Customer's acts or omissions, the Customer is obliged to pay for such an upward contract variation in accordance with CCT-Pro's customary rates. If the Parties have agreed on a fixed price for the work in question, CCT-Pro will inform the Customer upon request about the financial consequences of the upward contract variation.
- 10.2. If the Parties have agreed on a fixed price and/or if a downward contract variation is requested by the Customer or is otherwise the consequence of the Customer's acts or

- omissions, no account is taken of the downward contract variation unless the Parties have agreed otherwise in writing.
- 10.3. CCT-Pro's accounts are conclusive in the event of a dispute arising as to whether or not there has been an upward or downward contract variation and, if so, what the extent is of such a variation.
  - 10.4. The Customer agrees that an upward contract variation may affect the agreed or projected date on which the Contract is due to be completed, as well as the Parties' mutual responsibilities.
  - 10.5. The fact that there is a contract variation (or that a request is made for a contract variation) during the course of the Contract, and the fact that the provisions of article 10.4 take effect, may on no account form grounds for the Customer to terminate the Contract.
  - 10.6. In no event is CCT-Pro under any obligation to grant a request for a contract variation.

**ARTICLE 11. CONFIDENTIALITY AND RETURN OF DOCUMENTS**

- 11.1. The Customer is not permitted to publish or otherwise disclose to third parties the contents of reports, articles or other statements made by CCT-Pro, whether in writing or orally, except where:
  - a. this has been agreed in advance in writing;
  - b. the aim of such disclosure is to obtain an expert opinion on the work performed by CCT-Pro;
  - c. disclosure is required under statutory regulations; or
  - d. the Customer is party to legal proceedings.
- 11.2. CCT-Pro is not entitled to use the information, data and other materials supplied to it by the Customer for the purpose of performing the Contract for any purpose than that for which it was or they were obtained, except where:
  - e. this has been agreed in advance in writing or, as the case may be, the Customer has given its consent;
  - f. disclosure is required under statutory regulations; or
  - g. CCT-Pro is party to legal proceedings or another form of action.
- 11.3. If the Contract between the Parties comes to an end or if the work has been completed, CCT-Pro is required to return to the Customer at the Customer's expense the information, data and other materials supplied to it by the Customer for the purpose of performing the Contract, and to do so within thirty (30) of the Customer asking CCT-Pro to do so. The Customer is responsible for all risks arising during the act of returning the information, data and other materials.
- 11.4. If the Customer does not make a request to CCT-Pro in accordance with article 11.2 within two (2) months of the date on which the Contract between the Parties comes to an end or, as the case may, the work is completed, CCT-Pro is entitled to destroy or to arrange for the destruction of the information, data and other materials supplied to it by the Customer for the purpose of performing the Contract. CCT-Pro reserves the right to charge the Customer for the cost of destroying the information, data and other materials.

**ARTICLE 12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1. CCT-Pro retains all intellectual property rights vested now or in the future in the products devised and developed by CCT-Pro. The Customer is expressly forbidden from reproducing, publishing or exploiting such products, unless it has obtained CCT-Pro's prior consent.
- 12.2. The Customer is obliged to notify CCT-Pro forthwith of any violation or improper use of CCT-Pro's intellectual property rights.

**ARTICLE 13. RETENTION OF TITLE**

- 13.1. CCT-Pro retains the title to all products supplied to the Customer or to be supplied to the Customer in the future under the terms of the Contract, and to all products of the work performed by CCT-Pro, until such time as the Customer has met all its obligations of whatever nature to CCT-Pro. The phrase 'all its obligations' is expressly (but not exclusively) taken to include the payment of the fee that the Customer owes to CCT-Pro under the terms of the Contract, plus any amounts that may be due on account of a breach of contract on the Customer's part, including the payment of compensation, debt collection charges (both court fees and extrajudicial costs) and any interest that may be due.
- 13.2. The Customer is obliged to notify CCT-Pro forthwith in the event of a third party seizing or seeking to establish or exercise certain rights in respect of products (whether intermediary or end products) supplied by CCT-Pro under retention of title.
- 13.3. The Customer is obliged to store products (whether intermediary or end products) supplied by CCT-Pro under retention of title in a careful manner and to ensure that they are clearly marked as belonging to CCT-Pro, and also to ensure that they are and remain adequately insured against the risks of fire, theft, embezzlement and damage. The Customer will allow CCT-Pro upon request to inspect the insurance policy and the documents showing that the relevant premiums have been paid.
- 13.4. If CCT-Pro wishes to exercise its property rights in relation to the products (whether intermediary or end products) supplied by it to the Customer, the Customer is obliged to lend its unconditional assistance in the first instance and to irrevocably permit CCT-Pro to enter any premises on which its property is located, so that it can recover the said property. The above is without prejudice to CCT-Pro's right to the payment of compensation for loss, damage, or loss of earnings and the payment of interest, and also to its right to terminate the Contract with the Customer by issuing a written notice without having to provide any further notice of default.

**ARTICLE 14. RIGHT OF LIEN**

- 14.1. If the Customer fails to discharge its obligations to CCT-Pro, CCT-Pro is entitled to retain the results of its work until the Customer has fully discharged its obligations or has provided security to CCT-Pro's satisfaction for the fulfilment of its obligations. The phrase 'its obligations' is expressly (but not exclusively) taken to include the payment of the fee that the Customer owes to CCT-Pro under the terms of the Contract, plus any amounts that may be due on account of a breach of contract on the Customer's part, including the payment of compensation, debt collection charges (both court fees and extrajudicial costs) and any interest that may be due.
- 14.2. CCT-Pro undertakes to do its best, in exercising the right of lien referred to in paragraph 1 above, to ensure that no irreparable damage is caused to the Customer's interests.

**ARTICLE 15. LIABILITY AND INDEMNIFICATION**

- 15.1. CCT-Pro is not liable vis-à-vis the Customer for any loss or damage other than the direct loss or damage caused by an attributable failure by CCT-Pro to discharge its obligations under the Contract and/or by an unlawful act perpetrated by CCT-Pro. The term 'direct loss or damage' is taken exclusively to mean (i) damage caused to property, (ii) expenses reasonably incurred in assessing the cause and scale of the damage thus caused, insofar as the assessment relates to the

- direct loss or damage referred to in this article, (iii) any reasonable, provable expenses incurred in responding to CCT-Pro's failure to discharge its obligations under the Contract, insofar as such expenses may be imputed to CCT-Pro, and (iv) the reasonable, provable expenses incurred by the Customer in preventing or mitigating the direct loss or damage, insofar as the Customer proves that this expenditure resulted in the mitigation of the direct loss or damage referred to in this article.
- 15.2. CCT-Pro is on no account liable for any loss or damage caused by:
- a. work performed by the Customer or on the Customer's express instructions or by or on the express instructions of a third party engaged by the Customer;
  - b. delays or temporary cessations of activities caused by factors that may not be imputed to CCT-Pro or for which CCT-Pro judges that the Customer is responsible;
  - c. variations of less than 10% in the technical data, measurements, capacities, colours, surface structures and other properties quoted or, where the variations are by more than 10%, variations that fall within the margins generally accepted in the industry for the materials used or which are inevitable because of the properties of the materials in question;
  - d. work performed by CCT-Pro in accordance with the provisions of article 8.6;
  - e. unrealistic expectations on the Customer's part regarding the completion of the work;
  - f. normal wear and tear;
  - g. inaccurate or incomplete data supplied by the Customer, on which CCT-Pro has based its work;
  - h. the Customer working with provisional reports or recommendations or the provisional results of CCT-Pro's work that have not been completed or approved by CCT-Pro;
  - i. the Customer failing to observe, observe in full, or correctly observe the reports or recommendations or the provisional results of CCT-Pro's work completed or approved by CCT-Pro;
  - j. third parties or by materials or equipment used at the Customer's request or with the Customer's consent for the purpose of performing the Contract;
  - k. recommendations made by CCT-Pro without obligation, or by the fact that CCT-Pro has not made any recommendations;
  - l. misunderstandings, distortions, delays or the miscommunication of messages as a result of the use of the internet or any other type of communication tool, electronic or otherwise.
- 15.3. CCT-Pro's liability is at all times limited to:
- a. direct loss or damage. CCT-Pro is on no account liable to pay compensation for indirect loss or damage. The term 'indirect loss or damage' refers to all types of loss or damage that do not constitute direct loss or damage, including in any event (but not exclusively) consequential loss or damage, loss of earnings or opportunities for earnings, loss of profits and/or loss or damage caused by the interruption of business;
  - b. no more than the amount that the Customer is obliged to pay CCT-Pro under the terms of the Contract, at least in relation to that part to which the liability relates;
  - c. if and insofar as the extent of the liability is greater than the amount referred to at (b) above, no more than the

value of the insurance benefit payable to CCT-Pro in the instance in question.

- 15.4. The Customer will indemnify CCT-Pro against all third-party claims, including legal fees, associated with or resulting from the Contract.
- 15.5. Unless the Parties have expressly agreed otherwise, no guarantees are given or, as the case may be, the Customer is not entitled to any guarantees, based on the work performed by CCT-Pro and the end results of the work performed by CCT-Pro. Insofar as is permissible by law, the applicability of articles 17 and 18 of Book 7 of the Dutch Civil Code on non-conformity is excluded. In other words, the Customer is not entitled to any rights under the provisions of these articles.
- 15.6. The limitations on CCT-Pro's liability as set out in this article do not apply to loss or damage that is the result of wilfulness or deliberate recklessness on the part of CCT-Pro or its managerial staff.
- 15.7. The provisions of this article remain in force after the termination of the Contract.

#### **ARTICLE 16. COMPLAINTS**

- 16.1. The Customer is obliged to check the work performed, as well as any end results of the work performed, as soon as it has been or they have been completed. Any visible flaws, errors, imperfections and/or defects should be reported to CCT-Pro immediately and in any event by no more than forty-eight (48) hours after the completion of the work; the report should be made in writing and should include a detailed description of the nature of the defect. Any failure to observe the above provisions will result in the Customer forfeiting its rights.
- 16.2. Any other defects should be reported to CCT-Pro within eight (8) days of the date on which they are discovered or should reasonably have been discovered; the report should be in writing and should include a detailed description of the nature of the defect. Any failure to observe the above provisions will result in the Customer forfeiting its rights.
- 16.3. If the above complaints are not reported to CCT-Pro within the time limits specified above, the work will be assumed to have been satisfactorily completed and the end results of the work to have been received in good condition.
- 16.4. Any complaints about invoices should also be made in writing and should be submitted within fourteen (14) days of the invoice date. Once this time limit has passed, the Customer will be assumed to have approved the invoice in question and the invoice amount will be due and payable.
- 16.5. The fact of making a complaint does not release the Customer from its obligations, nor does it entitle the Customer to suspend performance of its obligations.
- 16.6. The right to make a complaint becomes time-barred in any event six (6) months after the completion of the work.
- 16.7. CCT-Pro must be given an opportunity to investigate the complaint. In the case of an unjustified complaint, CCT-Pro is entitled to charge the Customer for the cost incurred in investigating the complaint.
- 16.8. Where a complaint is found to be justified, CCT-Pro will perform the work again or repair or replace the work already performed or pay for the loss or damage for which CCT-Pro is liable under the provisions of these General Terms and Conditions.

#### **ARTICLE 17. FORCE MAJEURE**

- 17.1. CCT-Pro is entitled to suspend performance of its obligations for as long as a situation of force majeure persists.

- 17.2. If CCT-Pro is prevented, either temporarily or permanently, from performing the Contract as a result of force majeure, CCT-Pro is entitled to terminate the Contract with immediate effect either in full or in part or, as the case may, to suspend performance of its obligations, without being obliged to pay any form of compensation.
- 17.3. If CCT-Pro has already discharged some of its obligations, or is able to discharge only some of its obligations, at the time when the situation of force majeure takes effect, it is entitled to submit a separate invoice for that part of the work that has already been performed or, as the case may be, for that part of the work that it is still capable of performing. The Customer is obliged to pay CCT-Pro the invoice amount.
- 17.4. CCT-Pro is also entitled to invoke force majeure if the situation preventing it from performing its obligations, or from performing the rest of its obligations, arose after the date on which CCT-Pro should have performed its obligations.
- 17.5. The term 'force majeure' is taken to mean any circumstances preventing CCT-Pro from performing its obligations and which may not be attributed to CCT-Pro. It expressly (but not exclusively) includes, if and insofar as such circumstances prevent CCT-Pro from performing its obligations or make it unreasonably difficult for CCT-Pro to perform its obligations, government action, exceptional weather conditions, illness affecting members of CCT-Pro's staff, riots, revolutions and/or wars, a breach of contract on the part of, and/or circumstances beyond the control of, persons on whom CCT-Pro depends for the performance of the Contract, fire and/or a malfunction affecting CCT-Pro's business, strikes affecting businesses other than CCT-Pro, wildcat strikes or political strikes affecting CCT-Pro's business, a general shortage of essential raw materials and other items that are needed for supplying the agreed product or service, unforeseeable delays affecting suppliers or other third parties on whom CCT-Pro depends, and general transportation problems affecting CCT-Pro.

**ARTICLE 18. SUSPENSION AND TERMINATION**

- 18.1. CCT-Pro is entitled to terminate the Contract in full or in part or to suspend performance of its obligations in full or in part, without needing to give any further notice of default and without being bound to pay any compensation, if:
  - a. the Customer fails to discharge its obligations under the Contract, fails to do so in good time or fails to fully discharge its obligations;
  - b. CCT-Pro has good reason to fear that the Customer will not discharge its obligations, will not do so in good time or will not fully discharge its obligations;
  - c. an application for the Customer's bankruptcy or liquidation, or for the suspension of the Customer's payments, has been made or granted or if the Customer has been granted a statutory debt adjustment;
  - d. the Customer's assets or receivables have been seized;
  - e. where the Customer is a legal entity, it is dissolved;
  - f. where the Customer is a natural person, it is made subject to a guardianship order or dies;
  - g. there is a change in the control of the Customer's business or if a third party acquires control of the Customer's business;
  - h. CCT-Pro has asked the Customer to provide security for the payment of its obligations and such security is not provided or, if provided, is inadequate.
- 18.2. If the Contract is terminated, the debts owed by the Customer to CCT-Pro become due and payable with immediate effect.

**ARTICLE 19. CANCELLATION**

- 19.1. If the Customer cancels or terminates the Contract, it does so at its own risk and for its own account; such an act does not release the Customer from its obligation to pay the agreed fee to CCT-Pro.
- 19.2. In the event of the Customer cancelling or terminating the Contract, CCT-Pro retains the right to demand that the Customer discharge all or part of its contractual obligations.
- 19.3. In the event of the Customer cancelling or terminating the Contract, CCT-Pro also retains the right to charge the Customer for the cost of cancellation. The cancellation charges amount to at least 10% of the total invoice amount (including VAT) that the Customer should have paid had the Contract been performed, and include a reasonable payment to cover the loss incurred by CCT-Pro, costs and loss of profits.

**ARTICLE 20. APPLICABLE LAW AND COMPETENT COURT**

- 20.1. All Contracts between CCT-Pro and the Customer are governed by Dutch law.
- 20.2. Any disputes between CCT-Pro and the Customer will be resolved by the court in The Hague, on the proviso that CCT-Pro is at all times entitled to bring a dispute before another court.