

Article 1. General information

- 1.1 These General Terms and Conditions apply to all offers and agreements pertaining to all work, deliveries and services and the materials used for that work, those deliveries and services performed by LATEXFALT BV, hereinafter called: "Contractor", and its counterparty, hereinafter called "Client", unless Parties explicitly otherwise agree in writing. Deviation from these Terms and Conditions shall only apply if and insofar as they have been explicitly agreed in writing by Contractor.
- 1.2 The Client with whom Contractor has once concluded a contract on the present Terms and Conditions expresses agreement that these Terms and Conditions shall also apply to follow-up orders, orders for contract extras and/or future agreements.

Article 2. Offers, order and agreement

- 2.1 All offers made by the Contractor in whatever form are non-binding, unless it is explicitly stated otherwise. Previous offers are deemed to be revoked once a new offer has been made.
- 2.2 The agreement between Client and Contractor is deemed concluded in any event if Contractor has sent Client written confirmation of the order.
- 2.3 Additions, amendments and/or extensions of the offer or order shall only be effective after written acceptance by the Contractor. Contractor has the right to allow its commitment to an agreement to depend on the receipt of an offer signed by the Client and/or order confirmation. The invoice is regarded as order confirmation for deliveries, work and/or orders for contract extras for which, considering their nature and limited size, no proposal and/or order confirmation is sent.
- 2.4 By accepting offers, placing orders and assigning contracts, Client relinquishes Client's General Terms and Conditions and other terms and acknowledges the applicability of these Conditions for Delivery and Performance.
- 2.5 Only the instructions laid down in writing in the order accepted by Contractor or in the order confirmation, including the corresponding papers such as drawings and other such documents, are decisive for determining the scope of the order and the obligation to deliver. Samples, descriptions, images and publications are regarded as indications of the properties of the goods to be supplied. However, these goods may deviate from the aforementioned samples, descriptions, images and publications. Any deviation does not give the Client the right to reject them or to refuse to pay.
- 2.6 If an agreement has been concluded between the Contractor and two or more Clients, Clients shall be jointly and severally liable for the fulfillment of the agreement.
- 2.7 The provisions shall also apply if Client forms an agreement by electronic means. Contractor is not obliged, prior to concluding an agreement by electronic means, to give any information about how the agreement shall be formed, in particular about which acts are necessary for its formation, about whether or not the agreement is to be archived and how an archive, if any, will be accessible to the Client, the languages in which the agreement may be concluded and the codes of conduct to which the Contractor is subject and how the Client will be able to consult them.
- 2.8 Contractor is not obliged to send the confirmation of receipt or order confirmation to Client.

Article 3. Price and price adjustments

- 3.1 The offers are based on delivery and/or execution in normal circumstances and during Contractor's regular working hours.
- 3.2 The prices stated by Contractor are current prices unless otherwise stated, and do not include V.A.T.
- 3.3 All costs of which the agreement does not state that they shall be borne by the Contractor shall be borne by the Client. This also includes costs arising from the fact that:
 - a. the delivery and/or execution of the work cannot commence at the arranged time, or the delivery or the work cannot be arranged or cannot be executed without interruption as a consequence of circumstances that are not attributable to the Contractor;
 - b. the details, sizes or drawings provided by, or at the request of, the Client are incorrect or were not supplied on time.
- 3.4 Contractor is entitled to adjust the agreed price to changes in wages, prices [of (raw) materials], rates, taxes, duties, government levies and/or exchange rates and/or currencies that became involved after the agreement was formed.

Article 4. Delivery time

- 4.1 The term within which the goods are to be delivered by Contractor and/or work is to be executed by Contractor shall commence as soon as the agreement has been formed, Contractor has all the information necessary for the execution and the Client has, for that matter, also met all Client's obligations arising from the agreement.
- 4.2 Unless it is otherwise explicitly agreed in writing, the stated delivery times are approximates. Failure to meet the arranged deadline for whatever reason does not entitle the Client to compensation for damages or to executing, or ordering the execution, of (replacement) work for the fulfillment of the agreement.
- 4.3 Contractor is entitled to deliver in instalments. The deliveries may be invoiced separately. The risk in the delivered work or goods, including the risk of damage, destruction or deterioration, will pass to the Client on delivery.

Article 5. Retention of title

- 5.1 As long as the Client has not fully fulfilled Client's obligations to Contractor, the goods and materials supplied by Contractor shall remain the property of the Contractor; nevertheless, the Client bears the risk of loss of, and/or damage to, the goods and materials caused by whatever reason and/or damage that might be caused by these goods and/or materials from the time of their delivery.
- 5.2 Without written consent from Contractor, Client is not authorised to pledge the goods and/or materials to third parties or to transfer their ownership and Contractor retains their ownership insofar as they have not been incorporated.

Without prejudice to the rights to which Contractor is entitled, Contractor is irrevocably authorised by Client, if Client does not fulfil Client's obligations to pay to Contractor, to repossess the goods Contractor has delivered, or if these goods have been fitted on to moveable or immovable goods, to dismantle them and to repossess them without notice of default or judicial intervention. Client is obliged to notify Contractor without delay if third parties intend to (order to) seize, or already have seized, delivered goods for which Client has not paid.
- 5.3 The drawings, calculations, descriptions, models and other papers that are connected to the agreement in question, produced or provided by Contractor, are protected by copyright and shall remain the property of Contractor, as well as tools and equipment, even if costs have been charged for them. Client guarantees that Client shall not copy, show or divulge to third parties or use the information and/or items produced or provided by Contractor without Contractor's explicit written consent.

Article 6. Contract extras

- 6.1 Contract extras are understood to mean all work and deliveries desired by Client that are not included in the order and Contractor's obligation to deliver, and all adjustments to them desired by Client.
- 6.2 Contractor is not obliged to execute contract extras before an agreement has been formed in the manner intended in Article 2.
- 6.3 The same provisions shall apply to an agreement to execute contract extras that apply to the original agreement, unless Parties agree otherwise in writing.

Article 7. Guarantee and liability

- 7.1 Client is obliged to check the delivered goods and/or work immediately on receipt for any visible defects and/or faults. Client should state these defects and/or this damage on the delivery order and/or transport documents, etc. or notify Contractor of them within forty-eight hours of receipt of the delivery; failing that, the delivered goods and/or work shall be deemed to have been received in good condition.
- 7.2 Contractor should be notified in writing of defects or faults that are not visible within eight days of Client discovering the defect or could reasonably have been expected to discover them, subject to limitation of any claim on the matter.
- 7.3 The right to a guarantee shall become void if instructions [for use] are not [adequately] followed, the delivered goods and/or work are not treated and/or used properly or the use of the delivered goods and/or work is not in accordance with [statutory] regulations or legislation. Furthermore, there is no right to a guarantee if the defects are the consequence of normal wear and tear or if changes have been made to the delivered goods and/or work by third parties.
- 7.4 In the event of an attributable failure of the Contractor in the fulfilment of the agreement, Client shall give Contractor the opportunity to execute the arranged performance within a reasonable term. In that event, Contractor shall never be obliged to pay further compensation for damages of whatever nature.
- 7.5 The fulfilment by Contractor of the obligation in the guarantee certificate is the only and complete compensation for damages. The Contractor cannot be held liable for damage arising from execution of work or delivery of products if the damage is not reported as soon as possible, i.e. within a term of twelve months at latest after the execution or delivery was done. Any damage shall never contain lost profit, reduced yields, indirect or consequential damage, trading loss, losses due to delays and suchlike and the amount shall not exceed the amount on the invoice for the service or delivery, not including V.A.T.
- 7.6 Contractor does not accept any responsibility for the consequences of Client's instructions or instructions from third parties – insofar as they are acting for Client – that depart from the execution as described in the agreement.
- 7.7 If Contractor allegedly does not fulfil his guarantee obligations, this shall not relieve Client of Client's obligations arising from any agreement concluded with Contractor.
- 7.8 If Contractor might be held liable by third parties for any damage for which Contractor is not liable pursuant to these General Terms and Conditions, Client shall indemnify Contractor fully against these matters and shall compensate Contractor for that which Contractor is to pay to third parties for that reason.
- 7.9 In the event of deliveries, Contractor can only be held liable for any damage if Client did not incorporate the goods.
- 7.10 All causes on which Contractor cannot exercise any influence, foreseen or unforeseen, due to which the agreement cannot be fulfilled on time or without excessively onerous effort and/or costs shall be regarded as non-attributable failure. This also includes workforce strikes, illness and/or accident of [specialised] employees, whose replacement cannot reasonably be provided in the short term.

Article 8. Payment

- 8.1 Payment for the executed work and delivered goods and/or materials should be done within the arranged term, but at latest within thirty days of the date on the invoice. All payments should be done without deduction or set-off [including the settlement of invoices for third parties]. Contractor retains the right to require [partial] payment for the delivery or completion.
- 8.2 In the event of overdue payment, Client, without notice of default, shall be obliged to pay interest, amounting to the statutory commercial interest rate plus 3% on top of the amount of the invoice for every month or part of a month. Payments are firstly for the settlement of the interest and costs due and then for the settlement of invoices, of which the oldest is settled first, even if it is stated that the payment is for other invoices.
- 8.3 If, according to Contractor, Client does not fulfil Client's obligations to pay and/or other obligations, Contractor is entitled to suspend the delivery and/or the work until the payment is done or until security is provided at Contractor's request. Contractor is entitled to terminate the current agreement, also insofar it has not been executed, without judicial intervention if Client is in default as a consequence of overdue or improper fulfillment of Client's obligations [to pay], or in the event of bankruptcy or suspension of payment, in the event of the closing down and/or liquidation of Client's company, or if Contractor is notified of serious payment arrears as regards third parties. The risk of the consequences of suspension and/or dissolution, including any damage arising from it, is passed to, and is borne by, the Client. Suspension and/or dissolution does not affect Client's obligations to pay for delivered goods and/or executed work. In such a situation, Contractor's claims for delivered goods and/or executed work shall become immediately due and payable. Contractor is entitled to refer the claim[s] for collection without further notice. On concluding the agreement, Client is obliged to pay all costs that Contractor might incur for collection of Contractor's claim, including judicial costs, regardless of the Client's commitment to pay interest and/or compensation for damages.

Article 9. Applicable law

All agreements and disputes between Parties are subject to Dutch law, unless Parties explicitly agree otherwise in writing.

Article 10. Disputes

All disputes arising from the agreement concluded between Parties or agreements connected to that agreement shall be resolved by arbitration in accordance with the rules described in the Articles of Association of the Court of Arbitration for the Building Industry in the Netherlands to the exclusion of the ordinary civil court. Submission of a dispute does not suspend the Client's obligations[s] to pay.

Article 11. Regulations, safety, health and welfare

Client is also responsible for the safety, health and welfare of Contractor's employees who are called in and Client is at least obliged to take the required measures and checks in accordance with the current applicable statutory regulations, instructions and requirements and instructions of the Contractor, site supervision and government authorities such as the Labour Inspectorate in this context. Client accepts liability for payment of all other taxes, contributions and/or levies that might be imposed in connection with the execution of the agreement in the Netherlands or any other country. Insofar as Contractor might be obliged to pay fines, levies, contributions or taxes for which Client can be held liable, Contractor is entitled to charge the amounts pertaining to that matter and all other costs related to it to Client, and this claim shall become due and payable without any further notice of default. Client is responsible for the usual and statutorily prescribed insurance.

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