

General Terms and Conditions (version 2016)

of ErfGoed B.V., ErfGoed Horticultural B.V., ErfGoed Projects B.V., ErfGoed Holding B.V. en ErfGoed Materieel B.V.

Chapter 1 General Provisions

Article 1 Definitions and Applicability of these General Terms and Conditions

1. These General Terms and Conditions apply to all legal and other relationships between you and us. Article 1.4 explains what we mean by legal and other relationships.

2. Who are "us"? "By us" we mean all companies listed above and all persons that have authority to act on behalf of the above-mentioned companies. Sometimes this refers to another capacity. Such as an authorized representative.

3. Who are "you"? That is the person who concludes a Contract with us. This may be in the capacity of:

- commissioning party
- lessee
- buyer
- authorized representative

An "authorized representative" is the person or company that is authorized to conclude the present Contract on behalf of the commissioning party, lessee or buyer.

4. What do we mean by "legal and other relationships"? This means all Contracts and Offers. This mainly concerns the following type of Contracts:

- Orders for our agricultural services and contracting company. These Orders are very diverse.
- Orders for rural engineering and horticultural work, site work, soil transport and landscaping. This work also comprises maintenance and related activities.
- Leasing tools, machines, and materials.
- Product sales.
- Product supply.

5. These General Terms and Conditions are binding to you and us. This means that both of us have to comply with these Terms and Conditions. Does your company apply its own general terms and conditions? Then our General Terms and Conditions explicitly prevail.

6. Sometimes, we derogate from these General Terms and Conditions. We will do so in consultation with you. Derogations will always be recorded in writing in the Contract. We will do this by indicating:

- from which terms and conditions in particular we will derogate;
- what this derogation means;
- to what cases the derogation applies.

The provisions in the General Terms and Conditions from which we do not explicitly derogate, will continue to apply. Besides, the derogations shall only apply for the Contract in which they are recorded. Do we derogate from the Terms and Conditions in a subsequent Contract? In that case we will record that once more in writing. When we have signed the Contract, we will be obliged to comply with the agreements.

7. The provisions in Chapter 1 and Chapter 6 of these General Terms and Conditions apply to all Contracts in Chapter 2 through 5. Except when we explicitly derogate from these provisions.

8. Has one of the provisions in these General Terms and Conditions become void, so that it is no longer valid? In that case the other provisions of these Terms and Conditions will still be valid. Besides, we will enter into consultation to find out whether we need to include a new provision in the Contract. This new provision will then replace the provision that is or will become void. This provision will be in the vein of the object and purpose of the provision that is or will become void to the greatest possible extent. This also applies to provisions we cannot invoke for other reasons.

Article 2 Offers

1. All our Offers are free of obligation, except when stated otherwise. All Offers are based on the information provided by you when you sent us your request. This means drawings and other documents.

2. If you wish, we can prepare drawings as a part of our Offer. In that case our Offer will also be free of obligation. However, if you do not accept our Offer, you have to pay for the drawings. We will charge you our actual costs.

3. Do you request a combined quotation? This does not oblige us to perform a part of the quotation. We will quote you on the price we quoted for the entire work. This also applies to the supply of products.

4. We will retain copyright on all documents we provide you along with our Offer. This includes:

- designs
- images
- drawings
- sketches
- offers

This means that all these documents will remain our property, even if we charge you for them. You are only permitted to copy these documents, show them to other persons or use them in any other manner after we have given you permission to do so in writing.

5. Do you decide not to accept our Offer? In that case you will be obliged to return the documents listed in paragraph 4 of this article to us. You must do so within eight days. Have you failed to do so? Then you will have to pay an immediately due and payable fine of € 500.00 for each day that you are in default. This fine will have a maximum of € 5,000.00.

Article 3 Contracts

1. As soon as you have informed us that you accept our Offer, the Contract will start. However, the Contract will not proceed when we withdraw our Offer immediately after receiving your acceptance. We are not obliged to conclude a Contract, even when we have sent you an Offer, quote, budget, pre-calculation or any similar type of message.

2. You may decide to accept our Offer only subject to some reservations, or you may want to change something in it. In that case, the Contract will only be concluded after we have informed you that we accept these derogations. We will do this in writing. Then the first paragraph of article 3 will not be valid. If you wish to impose your own general terms and conditions on us, we will not agree.

3. We are not obliged to comply with Contracts you have concluded with unauthorized members of our staff. We will only comply if we agree to do so in writing.

Article 4 In Derogation of the Contracts

1. The quotes in our Contracts are based on the prices applicable at the time of the Offer. The quotes issued are exclusive of turnover tax and other levies, taxes and duties imposed by the authorities.

2. After we have concluded a Contract, we may raise the price we have agreed. We will do so if one or more of the following circumstances occur:

- An increase in the costs of materials, semi-finished products or services required to perform the Contract;
- An increase in shipping costs, including import duties, broker costs, transport costs, insurances, costs of strikes and other costs, if any;
- An increase in wages, employer's contributions, social security contributions or other costs related to labour conditions;
- The introduction of new and/or existing government levies, import and export duties or other levies and/or taxes both at home and abroad;
- Circumstances similar to those mentioned above.

If we raise our price due to any of these reasons, you will have to pay the new price.

3. If necessary, we can derogate from the provided technical details, sizes, capacities, etc. We will do so without your approval. However, we will only do so if the derogations are not significant. This concerns:

- derogations of no more than 10 per cent in the total work;
- derogations that have little or no impact on the practical value of the work. In such cases we will take all circumstances into account.

4. Prices in our Contracts are based on normal working hours and working time. In that respect, we will proceed from the provisions of the Collective Labour Agreement applying to the industry. Are staff members entitled to a special allowance in accordance with this CLA, such as overtime? In that case we can increase our price proportionally.

5. Do we incur extra costs when performing a Contract, and/or do we need to prevent extra risks from occurring? In that case we can impose a surcharge on the agreed prices. The higher such costs and risks are, the higher the surcharge will be. The additional costs may arise when we have to deliver a special performance. Or when we have to perform work that is unusual or time-consuming or that requires a special effort. Extra risks may occur when using specific tools on wet landfills or dangerous slopes.

6. We will assume that we can perform the Contract without any restrictions from local legislation and regulations. If this is not possible, we may have to incur costs to comply with legislation and regulations. Possibly, this may entail other costs, such as import duties, permits or other provisions. All these costs will be charged to you.

7. We are not obliged to perform the Contract ourselves. If so required, we can outsource the performance of the Contract to another company.

8. The number of hours we list in a Contract is based on an estimate. This number may turn out higher or lower in practice. We will ultimately charge you for the hours actually spent, except when we have indicated otherwise.

Article 5 Rates and Prices

1. When we deliver services or products to you, we will agree the price with you in advance. We charge hourly rates and fixed prices. Have we not agreed on a price? Then we will charge you our usual prices.

2. The prices agreed with you before or applied on previous occasions do not automatically apply for any consecutive Contract. These prices will only remain the same when we explicitly lay this down again.

3. Our prices will be quoted in euros and are exclusive of Dutch VAT at all times.

Article 6 Payment and Securities

1. Do you receive an invoice from us? Then you will pay this within five days of the invoice date. You will transfer the amount into the bank account stated on the invoice. Other obligations must also be fulfilled. The following agreements apply to all obligations:

- you are not permitted to deduct any discounts from the amount payable;
- you are not permitted to deduct any compensation from this amount;
- you are not permitted to set-off the amount against other debts;
- you are not permitted to suspend payment.

2. Immediately after concluding the Contract we are entitled to ask you for payment for our performances. We are also entitled to do so when we did not send you an invoice yet.

3. Are you in arrears with payment? In that case we will first use your payments to pay for interest and costs. Secondly, we will deduct these from the oldest claims. We will also do so when you state that the payment applies to a different claim.

4. Do you fail to pay within the five-day payment term? Then we will immediately take measures. We are not obliged to send you a statutory notice of default first. We will take the following measures:

- As of the final payment date you owe us the contractual interest rate. This interest rate is 12 per cent per year. Does the statutory trade interest rate exceed the contractual interest rate in a specific period? In that case you will pay the statutory trade interest rate. Interest on part of a month will be calculated on a full month.
- As of the final payment date you will owe us legal and extrajudicial costs. It is not relevant whether we actually incurred these costs or not. Legal costs include any costs required to collect our claim. This may include costs of attachment, costs of legal proceedings and costs of a bankruptcy petition.

5. We may ask you to provide specific securities before we start the performance of a Contract. We may also do so before we continue a Contract. This means that you will demonstrate that you can at least cover the claim plus interest and costs, if any. The securities must be sufficient to meet your payment obligations and must be acceptable to us. Every time you fail to pay us, you will be obliged to provide security to us. This may be by pledging. We will assess whether these securities suffice. Every time you fail to pay, you will be obliged to meet your payment obligations in some other way. We may always refuse this manner of payment.

6. You will immediately grant us a right of pledge on everything you transfer to us for the performance of the Contract. We will regard this right of pledge as an additional security that you will meet your present and future obligations. This will include any obligations you will owe us now and in future, in whatever capacity and for any reason whatsoever. This also includes non-payable and conditional debts.

7. You will immediately grant us a right of retention on all items you transfer to us for the performance of the Contract. This means that we can take possession of these items as long as you do not meet your obligations. This right of retention provides an additional security to us that you will meet your present and future obligations. This will include any obligations you will owe us now and in future, in whatever capacity and for any reason whatsoever. This also includes non-payable and conditional debts. Do we incur costs for keeping these items? Then they will be at your expense.

8. Do you fail to provide us with the security we have requested? In that case we may terminate the Contract, or at least consider it as terminated. We also retain the right to compensation of damages.

Article 7 Complaints and Claims

1. Have we completed your Order or delivered the products ordered? In that case you will investigate as soon as possible whether we complied with the Contract properly. This means that we have complied with the Contract in the manner you may expect from us. If we have failed to do so, you will inform us directly in writing. You will do so ultimately within five calendar days after the completion of our work or the delivery of your Order. This term is shorter for damage due to digging up and harvesting, i.e. two times 24 hours after the damage showed for the first time. Do you fail to comply with these terms? Then our fulfillment of the Contract will in all cases be regarded as correct.

2. Have we failed to perform your Order in a manner you could expect from us? Then we will be entitled to re-perform the Order. We will only do so if this enables us to amend our mistakes. Have we performed the Order in the desired manner the second time? In that case we will have performed the Contract properly.

3. We will have performed properly if the delivered product or part thereof has been:

- taken into use by you;
- processed or converted by you;
- delivered to others by you;
- taken into use by someone else on your instruction;
- processed or converted by someone else on your instruction;
- delivered to others by someone else on your instruction.

This will always apply, except when you reported complaints in time, as described in paragraph 1 of this article.

4. Do you not agree with our invoice? In that case you will inform us in writing within five calendar days. Do you fail to do so within this term? Then we will assume that you consider our invoice to be correct. At that time your right to claim will lapse.

5. Have you informed us that you do not agree with our invoice? And do you have a claim on us on the basis of the right to claim? Then your claim will lapse after a year. The expiry period will start on the date following the day on which you incurred damages and got in touch with the liable person.

6. Do we fail to fulfil any of our obligations? In that case the Contract will remain in force. It is not relevant whether the breach was caused by us or anyone else.

7. Have you informed us that you do not agree with our invoice? Then you will still be obliged to pay. Submitting claims does not entitle you to suspend your obligation to pay. This means that you are obliged to pay us in time.

Article 8 Force Majeure

1. Does a situation qualify as force majeure? In that case we are entitled to suspend our obligations. This applies at least for the duration of the force majeure situation. In these situations, you will not be entitled to compensation of damages. If the force majeure situation lasts for over three months, the Contract can be terminated, either by you or by us. Even in that case you will not be entitled to compensation of damages, however.

2. Force majeure means a situation that disables us temporarily or permanently to comply with the Contract. Or it is a situation in which we cannot do more than is reasonable. This is a situation that was unknown to you and us at the time when we concluded the Contract and that cannot be attributed to us.

3. The following situations are examples of force majeure:

- war, imminent war, terrorism or imminent terrorism, mobilisation or riots;
- strikes, standstill and/or difficulties in manufacturing and/or processing by us. Or by a subcontractor from whom we purchase raw or auxiliary materials. Or in transport. Or an obstacle in the transportation route;
- failures in our company or in the company of any of our suppliers or others that are engaged in the performance of the Contracts;
- breakdowns of machines used by us or other engaged parties;
- any breach of suppliers or engaged third parties;
- delays in the delivery of spare parts;
- government measures such as attachment, failure to obtain permits, import and export bans;
- staff illness;
- extreme or unexpected traffic delays;
- fire, extreme and/or unsuitable weather situations, damage caused by storm, flooding and other natural disasters.

When one of the above situations occurs, delay and lack of capacity may occur in other activities. That also qualifies as a force majeure situation.

Article 9 Termination

1. In some cases, we are entitled to suspend the performance of the work or to terminate the unfinished work. We will be entitled to do so without court intervention being required. Neither are

we required to send you a notice of default in advance, in writing or otherwise. This will apply when:

- you have applied for suspension of payments. Or when this has been granted to you;
- you have been declared bankrupt or a bankruptcy petition has been filed;
- you have failed to comply with an obligation. Or when we expect you will fail to comply.

2. Will we suspend or terminate the work due to any of the circumstances as referred to in paragraph 1 of this article? Then we will inform you in writing accordingly. We will not be obliged to compensate damages or to grant a warranty in any case.

3. Any claims we may have or will obtain on you in these cases are immediately due and payable in full.

Article 10 Liability

1. We will not accept any liability for failures in the performance of the Contract when these were caused by:

- your fault or actions;
- faults or actions by persons for whom you are responsible.

1. Have we caused any damage? In that case we will be liable if you can demonstrate that this damage was caused by gross negligence or willful misconduct on our part. We shall not be liable in the following cases:

- when this damage was caused due to work that was performed outside the scope of the Order;
- when work was performed based on instructions, advices or orders you gave.

2. Are we obliged to compensate damages? In that case we will never compensate the costs of any loss of turnover. Neither will we compensate any other loss of profits and/or consequential damages.

3. Are we obliged to compensate damages? In that case the compensation will never exceed the invoice amount for the work that has not been performed or has been performed incorrectly. This amount is exclusive of turnover tax.

4. We do not give any warranty on:

- the products we supply;
- the work we perform;
- the advices we give;
- the research we perform.

We will only give a warranty when agreed with you in writing. However, it may be that we will supply products or services to you from other suppliers who do indeed give a warranty on these. In that case we will transfer our entitlements towards these suppliers to you as far as possible. We will only do so on your request and at your expense.

5. An Order means to us: the best effort obligation to perform the agreed work and/or to supply the agreed products. This does not mean that we will warrant you that our work or products are adequate for your intended purpose. We will warrant this only when agreed with you in writing.

6. Do you hold any of our managers, partners, directors, employees or other engaged parties liable for damage? Then they may use the same defences to refute or limit such liability.

Article 11 Indemnity

1. Does any other party than you hold us liable for damages or part of a claim for damages? In that case you will indemnify us against liability or damage. You will only have to do so if we would not be liable for this damage if you were to suffer this damage, in accordance with the Contract or the Terms and Conditions. In this case you will compensate anything we need to pay to this party.

2. You will indemnify us against damage we suffer from fines, claims, penalties, and other measures taken by the government. This obligation to indemnify us does not just apply to our company. It also applies to our individual managers, partners, directors, employees or other engaged parties.

Article 12 Your Obligations before and during the Work

1. You will arrange any permits, exemptions and other decisions required to perform the work. You will make sure that these are available in time and that their contents are correct. You will do so in a manner that the work shall not be delayed. We will only derogate from this when we have agreed so in writing.

2. Before we start the work, you will investigate any possible type of impediments and risks for the work, such as:

- presence and position of obstacles, cables and pipelines, including domestic connections;
- relevant geo-technical and hydrological circumstances;
- soil pollution;
- old building and construction materials that may be released by the work.

3. You will inform us of the results of these investigations in writing. You will provide any information with clear marking. In addition, you will provide us with all drawings and maps that are relevant to the work. You will guarantee that all provided information, drawings and maps are correct, complete and recent.

4. Will additional costs be imposed on us on the basis of local legislation and regulations? Then we will charge these costs on to you.

5. Will we carry out digging, dredging or soil work for you? In that case you must submit a KLIC report to the Land Registry Office [Kadaster]. You will submit this report to the Cable and Pipeline Information Centre (Kabels en Leidingen Informatiecentrum (KLIC)). You will do this at least three days before we start the work. You will follow up any instructions of the KLIC report and ensure that all cable and pipeline managers will respond.

6. After submitting your KLIC report, you will receive a map showing all cables and pipelines that are present. You will make sure that this map is available on site when we start the work.

7. Did you fail to meet the obligations of paragraphs 1 through 6 of this article? And did you fail to forward the information to us? That means that you guarantee that no cables, pipelines and/or other obstacles, impediments or risks exist on the work site.

8. Are cables, pipelines or other obstacles present on the work site? Then you will ensure that a competent person will perform trial excavations under your supervision. You will immediately do so on our first request. Only then will we be able to perform the Order within the agreed period properly and without causing damage. Costs of trial excavations will be at your expense.

9. We may postpone the start or continuation of our work when:

- you do not comply with the obligations in this article;

- you have provided us with incomplete or contradictory information;
- the information you have provided us does not correspond with the facts.

Costs caused by this suspension will be at your expense. We will charge you our minimal hourly rate for the period of suspension.

- You will guarantee that any provisions for labour conditions and safety will be observed. In so far as possible, you will ensure that labour conditions and safety are optimal.
- You will take all necessary measures to prevent inconvenience and/or damage to the environment. This also means:
 - consequential damage to property, products and/or substances, caused by vibrations;
 - damage to adjacent lands;
 - environmental damage.

- You will ensure that roads will be cleaned during and after the work, unless we have agreed otherwise with you. Do the roads become slippery due to our transports? Then you will erect proper warning signs on the roads. Roads may become slippery when the tyres and loads of our vehicles soil them.

- Every time you do not comply with these terms and conditions you will be in default by operation of law. In that case you will be obliged to compensate damages.

Article 13 Contractors All-Risk Insurance

- You are required to take out a Contractors All Risks (CAR) insurance policy for our work. This insurance policy will at least cover any material damage and/or loss or destruction of property or materials, in so far as reasonably insurable. It is not relevant how this damage, the loss or the destruction was caused. However, this insurance policy does not affect your own liability for any damage.

- Duration of the CAR insurance is from the start of the work until the day on which the work will be considered to be completed. Have we agreed a maintenance term? Then the insurance will continue throughout this term.

- The insurance provides cover for the following categories:
 - the works, including damage or injuries to other parties;
 - liability for personal injury and property damage, including damage arising from it;
 - existing property of the commissioning party;
 - personal property of the insured parties and of staff members of the insured parties;
 - auxiliary materials.

- The policy will list you as the policy holder. In addition, the policy will list as insured parties:
 - the policy holder;
 - the commissioning party / construction management;
 - main contractor(s);
 - contractor(s) or sub-contractors(s);
 - architect(s);
 - constructor(s);
 - adviser(s);

- You need our approval in respect of the insurance company and the contents of the policy. The insurance policy must be a principal policy. This means that you can invoke this insurance policy directly. Does the CAR insurance policy have an excess? In that case you can never charge these costs to us.

- Did you not take out a proper CAR policy and did you suffer damage that would have been covered if you had? In that case you are liable for the full damage.

- Are you not established in the Netherlands? Then you will take out a type of insurance similar to the CAR insurance policy. This means an insurance policy that will at least provide cover for the incidents we referred to in this article.

- If we perform work abroad on your commission, you will take out a proper insurance for our machines.

Article 14 Various Commissioning Parties

Will you conclude a Contract with us together with other commissioning parties? In that case all of these commissioning parties are jointly and severally liable for any obligation that results from this Contract for the commissioning parties.

Chapter 2 Agreements on Delivery

Article 15 Delivery and Risk

- Have you ordered products, commodities, and/or substances from us? In that case you will collect these from our company premises yourself, unless we have agreed otherwise with you. We will inform you when your Order is ready. This notice qualifies as the time of delivery. As of that time, it is at your risk.

- Have we agreed on another location for delivery? This means that the risk of your delivery will be transferred on to you as of our company premises. We will determine the means of transport, shipment and packaging unless you provide us with instructions. We will not accept liability in this respect. Transport is at your expense and risk, even if the freight documents include clauses that stipulate that transport damage would be at our expense.

- The carrier has accepted your products, commodities and/or substances from us in an externally good condition. After all, if these products were not in a proper condition, the carrier would not have accepted these. If he does, the condition will be stated on the freight document or acknowledgement of receipt.

- Do we need to ship your products, commodities and/or substances overseas? Insofar as this is possible, we will do this in accordance with the agreements we made in the Offer. We aim to carry out the shipment up to the harbour that is located nearest to you. However, we are at liberty to divert to another harbour, without stating reasons and for any reason whatsoever. This will be done subject to the Terms and Conditions as referred to in paragraph 2. You will take care of the transport from the harbour to your preferred location yourself.

- You are responsible for inwards clearing of the products, commodities and/or substances. Does this entail costs? In that case these costs will be at your expense. This concerns permit costs, import duties, surcharges, taxes, customs expenses, transshipment costs, storage costs, local transport costs, costs of strikes and delays, and any other costs that are related to import.

- You will fully cooperate with the delivery of the products, commodities and/or substances you ordered. Do you not collect these products after our first request to do so? That means that you are in default. We do not need to send you a notice of default. Have you agreed with us that we will deliver the products to another address? Then you will be in default if you refuse to receive the products.

- Are you in default in accordance to paragraph 6 of this article? In that case we will immediately be entitled to sell the products to other parties. The costs incurred, will be charged to you.

Article 16 Retention of Title

- Any products, commodities and/or substances we will deliver or have delivered to you by virtue of any Contract whatsoever, will remain our property until:
 - you have performed the consideration that is stated in our Contract;
 - you have paid the claims that have arisen because you have not or insufficiently complied with this Contract. This also includes claims such as penalties, interest and costs. This title cannot be transferred or encumbered. This means that we cannot transfer it to anyone else. Nor can we encumber it with any type of right, i.e. by renting it out.

- Have you not yet performed consideration, including payment? Then you cannot resell, pledge, rent out, lend out, or provide the delivered products to other parties for use in any other way. Except when this happens in the ordinary course of your business. It is possible that new products or substances are created through processing the products, commodities and/or substances. This may happen by means of specification, confusion or accession. This may cause our retention of title to lapse. In that case you will already transfer the title or co-title to these new products to us. This will be done in proportion to the invoice value. You will act as keeper and custodian of these products free of charge.

- Are you in default? In that case we can immediately claim the products, commodities and/or substances we delivered from anyone who has these products, commodities and/or substances in its possession.

Chapter 3 Agreements on Agricultural Contracting, Soil Transport and Similar Work

Article 17 Commencement and Completion of Work

- Our Contract will state an estimate of the commencement and completion term of our work. Consequently, the actual commencement and completion term may turn out differently.
- The work will commence when:
 - we have agreed all technical details with you;
 - we have all data that are required for the execution of the work, e.g. drawings.
- Is the weather bad or are the site conditions not right? In that case we may not be able to execute our work at the time or within the term we had agreed in our Contract. We will then be entitled to suspend our work for as long as these conditions last. As soon as the conditions have improved we will resume our work.

Article 18 Work Slips

Do we hire equipment to you? Then we or our authorized party will record the type of equipment and the number of hire hours on work slips. In that case we will prepare the work slips every day or every week. The completed slips will be submitted to you to sign for consent. Do you or your authorized representative not use this opportunity to sign? In that case we assume that you agree with the content of the work slips.

Article 19 Instructions

Do you give us instructions for the execution of work? In that case we will only carry them out when the quality and capacity of the equipment are adequate for that work. The work must also be in accordance with the purpose for which we have provided the equipment.

Article 20 Alterations of Work and Cost-Increasing Circumstances

- This article only applies to work we have accepted at an agreed total price.
- What are the cost-increasing circumstances we refer to in this article? These include all circumstances:
 - of such a nature that we did not have to take into account the risk that these would occur when the contracting agreement was concluded;
 - that were not caused by us;
 - that considerably increase costs of the work.

- We are entitled to alter the agreed performance. We will do so if we believe that this is necessary to be able to carry out the work properly. We will of course pay attention to all relevant circumstances. We do not need to ask your permission to alter the performance, neither orally nor in writing.

- Does the alteration we referred to in paragraph 3 result in additional work? In that case the alteration falls under the cost-increasing circumstances described in this article.

- Do cost-increasing circumstances occur? In that case these costs will be at your expense. In that case, we will always take the provisions of this article into account.

- Do you not wish to pay compensation when cost-increasing circumstances occur? In that case you can also ask us to limit, simplify or terminate the work. We will then determine the new amount that you still owe us. We will do so in reasonableness and fairness.

Chapter 4 Agreements on Hiring Tools, Machines, and Materials

Article 21 Hire Obligations

Do you hire tools and/or machines and/or materials from us? Then we will put these at your disposal for the agreed period. In that case, you are obliged to hire the tools from us for that period. Do we need to assemble and/or disassemble anything on the tool, machine or materials you have hired from us? In that case the time required to do so will be part of the total hire period. We are entitled to replace the hired object by an equivalent object at any time.

Article 22 Hire Period

The hire period will start on the day when we deliver the hired object to you. The hire period will end on the day when you return the hired object in full to us. Do you wish to alter or extend the hire period? In that case, you will inform us accordingly ultimately on the last day of the hire period before 3 pm.

Article 23 Damage to Hired Property

- Do you rent equipment from us without staff members? Then we assume that you have received the hired object from us in a proper condition. You will also return the hired object to us in a proper condition.

- Does it become evident that the hired object is not in proper condition upon or after return? Then you will pay us the costs of the necessary repairs. And you will compensate us also for the other damages we suffer as a result.

- Is the hired object transported by you or on your instructions? In that case you will be liable for any damage that is caused to the object during the transport. You will also be liable if the hired object caused damage to other property during transport. It is not relevant how the damage was caused or by whom exactly.

Article 24 Work Slips

When we hire equipment to you, we or our authorized representative may record this on work slips. In that case we will record the type of equipment and the number of hours it was hired. We will prepare the work slips every day or every week. The completed slips will be submitted to you to sign for consent. Do you or your authorized representative not use this opportunity to sign? In that case we assume that you agree with the content of the work slips.

Article 25 Re-Hiring

You can re-hire the tools or machines you have hired from us to other parties. You can only do so when we have granted you permission to do so in writing. However, you will still be bound by the Contract you have concluded with us.

Article 26 Return of Hired Property

At the end of the hire period, you will return the hired object to us in time. If you fail to do so, you will be obliged to compensate us for the damage that was caused by late return.

Article 27 Hire Prices

Our hire prices are exclusive of fuel, delivery costs, transport costs, taxes, permit expenses and costs for any statutorily required adjustments, unless we have agreed otherwise with you.

Chapter 5 Agreements on contracting Staff, Machines, and Materials

Article 28 Hire Obligations

- You will make sure that the staff members and/or machines and/or materials we have hired from you, will be available at the required site and in time.

- You will provide us with a weekly overview of the staff members you have deployed for the execution of the Contract. This overview will also list how many hours these staff members have worked in that week. These overviews will be signed after approval. Is there a dispute about the number of hours spent? In that case only the overviews we have approved will qualify as evidence.

- You will meet all obligations in respect of the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act [*Wet ketenaansprakelijkheid*].

- We will always be entitled to pay a percentage of the compensation we owe you into a so-called G account of your company. The level of the percentage will be determined in accordance with the requirements of reasonableness.

- You will never provide Quotes or Offers to one of our commissioning parties for extension or alteration of its work.

- Upon our request you can demonstrate to comply with any statutory obligations. This concerns your staff members, equipment and other work tools. These statutory obligations also include working conditions obligations.

- Do you wish to have one of our Orders executed by another party? This will only be possible after we have granted approval to do so in writing. In that case, you will record the Contract with the other party in writing. Our General Terms and Conditions will apply to the Contract with the other party. This applies as follows: you will assume our legal position and the contracted third party will assume your legal position.

- Our staff members or other individuals we have engaged will always have the authority to drive the hired equipment, unless your driver prohibits us to do so.

Article 29 Insurances

- Before you will start the work, you will take out the necessary liability insurance policies for the work equipment you will use. These insurance policies also include statutorily required insurances based on the Civil Liability Insurance (Motor Vehicles) Act [*Wet aansprakelijkheid motorrijtuigen*]. In addition, you will take out a business liability insurance policy.

- These insurance policies will in any case provide cover for:
 - cable and pipeline damage and other 'work risks';
 - environment damage;
 - employer's liability, in so far as applicable.

Does the work entail special risks that are not covered by the above-mentioned insurance policies? In that case you will also take out insurance against these risks.

- The policies of all insurances we have referred to in paragraph 1 of this article, will state an adequate description of your company. The work you carry out on our behalf must be covered by this description.

- The minimum sum insured of all insurance policies we referred to in paragraph 1 is € 2,250,000 per incident.

- You will comply with all obligations attached to the insurance policies in paragraph 1 of this article. You will always pay the premiums due for the insurance policies in time.

- You will ensure that we - in our capacity of hirer/holder of the work equipment - are co-insured on your liability insurance policy for this hired equipment. You will grant us explicit and irrevocable permission to derive rights from this insurance policy if so required. Do you fail to do so or do you fail to meet any other obligation of this article? In that case you are obliged to fully indemnify us against any damage another party will hold us liable for. This is additional to article 11 of these General Terms and Conditions. In this case you will also compensate anything we need to pay to this party.

- Are you not established in the Netherlands? In that case you will take out an equivalent insurance policy that will at least provide cover for the incidents we referred to in this article.

Chapter 5 Final Provisions

Article 30 Intellectual Property

Any intellectual property rights are and will always be vested in us.

Article 31 Applicable Law

- Dutch law applies to all our Quotes, Offers, Acceptances and Contracts.

- The Vienna Sales Convention (CISG) of 11 April 1980 (Trb. 1986, 61) does not apply to our Quotes, Offers, Acceptances and Contracts. By means of this document we exclude the relevant Convention.

Article 32 Disputes

Do disputes arise between you and us that result from these General Terms and Conditions or from Contracts based in these? In that case we will submit the dispute to the competent court in Rotterdam. At our discretion, we can also submit the dispute to any other competent court. Or we may submit it to the Arbitration Committee of the Netherlands Institute for Agricultural Law [*Stichting Instituut voor Agrarisch Rechf.*].

Article 33 Language Terms and Conditions

These General Terms and Conditions have been drawn up in the Dutch language. However, they are available in various translations. The general and legal purpose of the Dutch language version will prevail when the content of the General Terms and Conditions is debated.