

**TERMS AND CONDITIONS  
OF CONSTRUCTION COMPANY BOUWBEDRIJF DE JONGE B.V.**

These are the General terms and conditions (hereinafter: **General Terms and Conditions**) of Bouwbedrijf de Jonge B.V., registered with the trade register of the Dutch Chamber of Commerce under number 60601728 (**Bouwbedrijf de Jonge**).

**1. Definitions**

1. In these General Terms and Conditions, the below underlined definitions, both singular and plural, are defined as follows:

**Activities:** all activities to be performed by Bouwbedrijf de Jonge for the Client, including the delivery of goods.

**Additional Work:** the Activities to be performed for the purpose of the Client that are not included in the Quotation and/or agreed between Bouwbedrijf de Jonge and the Client in the Agreement;

**Agreement:** the agreement between Bouwbedrijf de Jonge and the Client in accordance with the Quotation and/or any additional Activities and/or additional goods to be delivered and/or installed;

**Bouwbedrijf de Jonge:** the construction company Bouwbedrijf de Jonge B.V.;

**Client:** a natural person or legal entity who has entered into an Agreement with Bouwbedrijf de Jonge with respect to the delivery of goods and/or the performance of the Activities;

**Completion:** the completion of the Work defined in Article 10 of these General Terms and Conditions;

**Cost-increasing Circumstances:** circumstances, which did not need to be taken into account by Bouwbedrijf de Jonge upon the conclusion of the Agreement, and which increase the costs of the Activities;

**General Terms and Conditions:** these general terms and conditions of Bouwbedrijf de Jonge;

**Parties:** Bouwbedrijf de Jonge and the Client jointly;

**Quotation:** a written offer made by Bouwbedrijf de Jonge for the performance of the Activities and/or the accomplishment of the Work and/or the delivery of goods, including the project conditions adopted in the Quotation, which apply to the performance of the Activities under the execution of the Agreement;

**Subcontractor:** a third party engaged by Bouwbedrijf de Jonge who performs activities at the request of Bouwbedrijf de Jonge for the purpose of the Agreement, which Bouwbedrijf de Jonge has entered into with the Client;

**Work:** the good(s) delivered and/or the work accomplished by the performance of the Activities;

**2. Applicability**

1. These General Terms and Conditions apply to every Quotation and/or every offer by Bouwbedrijf de Jonge and/or all legal relationships between Bouwbedrijf de Jonge and the Client, whether or not under or related to the (execution of the) Agreement, irrespective of the legal basis of such legal relationship.
2. The applicability of any general terms and conditions (of purchase) of the Client is expressly excluded.
3. Any terms deviating from or supplementary to these General Terms and Conditions may only be agreed between the Parties in writing, while the agreements made at such time shall only apply to the Agreement for which these deviating or supplementary conditions have been agreed.
4. Bouwbedrijf de Jonge reserves the right to unilaterally amend or supplement these General Terms and Conditions. In case of any amendments to the General Terms and Conditions, the Client will be notified accordingly. A new version of the General Terms and Conditions will be applicable as soon as the Client has been notified, unless the Client objects to the applicability of the amended General Terms and Conditions within seven calendar days upon receipt of the amended General Terms and Conditions, in which case the unchanged General Terms and Conditions apply to the Agreement. The Client agrees that new versions of the General Terms and Conditions will be sent electronically, whether or not through a link where the amended version can be downloaded.
5. If any provision of these General Terms and Conditions should be in conflict with mandatory-law provisions, the provision in question will be cancelled and Bouwbedrijf de Jonge shall replace that provision with a legally valid provision that is as much as possible in keeping with the purport of the cancelled provision. The cancellation of a provision will not affect the applicability of the other provisions in these General Terms and Conditions.
6. These General Terms and Conditions are available in Dutch and English. In the event of discrepancies between the translations, the Dutch translation shall prevail.

**3. The Quotation and (conclusion of) the Agreement**

**TERMS AND CONDITIONS  
OF CONSTRUCTION COMPANY BOUWBEDRIJF DE JONGE B.V.**

7. The Agreement shall have been concluded from the moment the Quotation is explicitly or implicitly accepted by or on behalf of the Client. The Client's acceptance of the Quotation may be subjected to further conditions by Bouwbedrijf de Jonge.
8. As for the contracting of work, the Quotation is deemed to accurately and completely represent the Agreement (and the Activities specified), where necessary based on the drawings to be sent with the Quotation by Bouwbedrijf de Jonge. If the Quotation does not accurately reflect the Agreement, the Client must notify Bouwbedrijf de Jonge immediately upon receipt in writing to enable Bouwbedrijf de Jonge to adjust the Quotation.
9. The Quotation, where it is not related to the contracting of work, is issued by Bouwbedrijf de Jonge without obligation, unless expressly stated otherwise in the Quotation.

**4. The (performance of the) Activities**

1. All Activities are performed by Bouwbedrijf de Jonge in accordance with the measurements provided by the Client, or provided by the Client to Bouwbedrijf de Jonge, and/or based on drawings made by Bouwbedrijf de Jonge, or provided by the Client and accepted in writing by Bouwbedrijf de Jonge. In the event of a discrepancy in measurements upon Completion, the Client shall not be entitled to suspend or default on payment of the invoice(s).
2. Bouwbedrijf de Jonge performs the Activities subject to the proviso that the permits, exemptions and allocations required in relation to the Activities are granted in time.
3. Verbal agreements between the Client and Bouwbedrijf de Jonge regarding the Contract, the Work and the Activities do not bind Bouwbedrijf de Jonge, unless these agreements have been confirmed in writing by Bouwbedrijf de Jonge to Client.
4. During the execution of the Activities, goods removed by Bouwbedrijf de Jonge may, if Bouwbedrijf de Jonge so wishes and if the Client has not objected to this in writing, accrue to Bouwbedrijf de Jonge. In that case, Bouwbedrijf de Jonge undertakes to pay a fair compensation to the Client, which compensation must be agreed in proper consultation.

**5. Obligations on the part of Bouwbedrijf de Jonge**

5. Bouwbedrijf de Jonge undertakes to perform the Activities and ensure that the Completion of the Work takes place in accordance with the provisions of the Agreement.
6. Where applicable, Bouwbedrijf de Jonge shall perform the Activities subject to the proviso that the permits, exemptions, allocations and so on required in relation to the Activities to be performed have been granted in time – which means before Bouwbedrijf de Jonge is to commence with the performance of the Activities - unless otherwise agreed in writing between the Parties.
7. The execution of the Activities should be such that the Completion of the Work takes place on the date or within the term agreed in the Agreement. The Client shall be notified if Bouwbedrijf de Jonge anticipates a delay. Bouwbedrijf de Jonge and the Client will in that case jointly attempt to find a suitable solution. Bouwbedrijf de Jonge is not liable for any loss caused by late Completion.
8. Bouwbedrijf de Jonge is deemed to be familiar with the statutory regulations and government orders relevant to the execution of the Activities, where applicable on the day of the Quotation.
9. Bouwbedrijf de Jonge will have to point out to the Client any imperfections in structures and working methods prescribed by or on behalf of the Client and in orders and instructions given by or on behalf of the Client, as well as any defects in building materials and resources provided or prescribed by the Client, to the extent that Bouwbedrijf de Jonge was aware of them.

**6. Obligations on the part of the Client**

1. Unless expressly agreed otherwise in writing, the Client ensures that Bouwbedrijf de Jonge has timely access – which means before Bouwbedrijf de Jonge is to commence the execution of the Activities - to, among other things:
  - 1.1. any details and approvals (such as public and private-law consents) required for the performance of the Work and the Activities; and,
  - 1.2. the building, land or water in or on which the Activities are to be carried out; and,
  - 1.3. ample opportunity for supply, storage and/or disposal of building materials and resources;
  - 1.4. connection facilities for electrical machinery, lighting, heating, gas, compressed air and water; and,
  - 1.5. all details, including relevant drawings, regarding anything in and/or on and/or below a location and/or plot and/or premises, such as cables, pipes, conduits; and,
  - 1.6. any other products and/or facilities required for the performance of the Work.
2. Any required electricity, gas and water are for the account of the Client.

**TERMS AND CONDITIONS  
OF CONSTRUCTION COMPANY BOUWBEDRIJF DE JONGE B.V.**

3. The Client is not permitted to perform or cause Activities to be performed without permission from Bouwbedrijf de Jonge before completion of the Activities by Bouwbedrijf de Jonge.
4. Without Bouwbedrijf de Jonge's prior written consent, the Client is not permitted to transfer his rights and/or obligations under the Contract to any third party(ies) before completion of the Work by Bouwbedrijf de Jonge.
5. Where, under the execution of the Contract, the Client has undertaken to deliver certain materials and/or perform certain activities, the Client shall be liable in respect of Bouwbedrijf de Jonge for any loss suffered and to be suffered by Bouwbedrijf de Jonge as a result where it concerns late delivery or execution respectively.
6. Where the Client is responsible for delays at the start and/or during the execution of the Activities to be performed by Bouwbedrijf de Jonge, the Client shall be liable in respect of Bouwbedrijf de Jonge for any loss suffered and to be suffered by Bouwbedrijf de Jonge as a result.
7. Any qualifying hours for sickness benefit arising through no evidential fault of Bouwbedrijf de Jonge will be charged to the Client as man-hours.

**7. Outsourcing the Activities**

Bouwbedrijf de Jonge is entitled to have a third party perform the Activities without permission from the Client.

**8. Additional or less work and Cost-increasing Circumstances**

1. Any additional and less work shall be settled in the case of:
  - 1.1. amendments to the Agreement; and/or,
  - 1.2. deviations from the amounts of approximately estimated items; and/or,
  - 1.3. deviations from quantities to be offset.
2. Any amendments to the Agreement will - except in urgent circumstances – shall be agreed in writing. In case of failure this shall not affect the claims of Bouwbedrijf de Jonge to compensation for Additional Work by the Client.
3. Approximate estimates are the amounts, whether or not specified in the Quotation, which are included in the contract price and are intended for:
  - 3.1. the purchase of construction materials and/or processing such construction materials; and/or,
  - 3.2. the performance of Activities, which on the day of the Agreement have not been determined sufficiently specified and which must be further specified by the Client.
4. Any expenses to be charged to approximately estimated items are based on the prices charged to or the cost incurred by Bouwbedrijf de Jonge, to be increased by a contractor's fee of 20%.
5. If an approximate estimate relates exclusively to the purchase of building materials, the costs of their processing are included in the contract price and will not be settled separately. However, these costs will be settled against the provisional item to the extent they are higher than those that Bouwbedrijf de Jonge should reasonably have allowed for due to the interpretation of the provisional item.
6. If a preliminary item relates to the purchase of building materials and their processing, the costs of processing are not included in the contract price and are charged separately to the preliminary item.
7. Cost-increasing Circumstances entitle Bouwbedrijf de Jonge to compensation for the resulting consequences.
8. If Bouwbedrijf de Jonge believes that Cost-Increasing Circumstances have occurred, the Client must be notified in writing. The Client must pay these Cost-Increasing Circumstances to Bouwbedrijf de Jonge.

**9. Payment**

9. Payment of amounts due by the Client to Bouwbedrijf de Jonge must be made, without the Client being entitled to any deduction and/or discount, within thirty days after the invoice date, subject to any provisions to the contrary stated on the invoice. Payment must be made in euros by a transfer to a bank account to be designated by Bouwbedrijf de Jonge. The relevant amounts are exclusive of VAT, unless stated otherwise.
10. If Bouwbedrijf de Jonge has agreed payment in instalments with the Client and the Client fails to pay on time, Bouwbedrijf de Jonge shall be entitled to suspend fulfilment of its obligations. If Bouwbedrijf de Jonge suffers a loss and/or has incurred costs as a result, the Client will be obliged to reimburse such loss and costs as well as any interest on the amount owed by the Client to Bouwbedrijf de Jonge.
11. If the Client has not paid within thirty days, Bouwbedrijf de Jonge shall, without further notice of default and without prejudice to Bouwbedrijf de Jonge's other rights, be entitled to charge

**TERMS AND CONDITIONS  
OF CONSTRUCTION COMPANY BOUWBEDRIJF DE JONGE B.V.**

the Client for the statutory commercial interest (by virtue of Book 6, Section 119a of the Dutch Civil Code) from the due date up to the day of full payment to Bouwbedrijf de Jonge.

12. All judicial and extrajudicial (collection) costs reasonably incurred by Bouwbedrijf de Jonge as a result of the Client's non-compliance with his payment obligations will be borne by the Client.
13. If Bouwbedrijf de Jonge has reason to believe that the Client's financial position or payment record gives rise thereto, Bouwbedrijf de Jonge shall be entitled to require the Client to make full or partial prepayment and/or provide (additional) security in a form to be determined by Bouwbedrijf de Jonge. If the Client fails to make the prepayment and/or provide the required security, Bouwbedrijf de Jonge shall, without prejudice to its other rights, be entitled to immediately suspend the further execution of the Agreement and any amounts owed by the Client to Bouwbedrijf de Jonge on any account shall be immediately due and payable.
14. In the event of a jointly granted assignment, the Clients, insofar as the Activities were performed for the joint Clients or Completion of the Work is to take place to the joint Clients, shall be jointly and severally liable for the payment of the invoice amount to Bouwbedrijf de Jonge, including costs and any interest owed.

**10. Completion and maintenance period**

15. The Activities are finalised and/or the Completion of the Work is considered to have taken place from the moment that Bouwbedrijf de Jonge has notified the Client in writing accordingly, or from the moment that the Client has put the Work into use and Bouwbedrijf de Jonge has not made any objections.
16. If the Client is not satisfied with the Completion and consequently rejects the Work, Bouwbedrijf de Jonge must be notified in writing as soon as possible and no later than within 10 working days after Completion, stating the defects. Minor defects, which can easily be repaired during the maintenance period, shall not be a reason to reject the Work. The Client shall give Bouwbedrijf de Jonge the opportunity to repair or remedy attributable shortcomings and/or defects within a reasonable period at its expense. Any deficiencies recognised by Bouwbedrijf de Jonge will be rectified as soon as possible.
17. If the costs of repair for a defect or of eliminating a deficiency, for which Bouwbedrijf de Jonge is liable, are not in reasonable proportion to the Client's interest in repair, Bouwbedrijf de Jonge may, instead of repair, pay a reasonable compensation - which compensation will in any case not exceed the contract price mentioned in the Quotation - to the Client. This limitation of liability does not apply if the loss is caused by intent or gross negligence on the part of Bouwbedrijf de Jonge.
18. If the time limit for Completion agreed with the Client is exceeded, this time limit will be extended by a period equal to the duration of the event that caused the time limit for Completion to be exceeded. Upon request, Bouwbedrijf de Jonge will notify the Client in writing regarding this event.
19. If the agreed time limit for Completion is exceeded, Bouwbedrijf de Jonge will not be due to pay any (fixed) compensation.
20. After the day of Completion, the Work shall be at the risk of the Client.
21. A maintenance period of four calendar months starts after the day of Completion.

**11. Intellectual property rights**

22. Bouwbedrijf de Jonge reserves all rights relating to intellectual property rights. All intellectual property rights (including copyrights, database rights, model rights, patents and trademark rights) used or developed by Bouwbedrijf de Jonge before, during or after execution of the Activities or resulting from the Work are exclusively vested with Bouwbedrijf de Jonge. The Client is only allowed to reproduce, disclose, copy and/or provide such data to third parties with the express written permission of Bouwbedrijf de Jonge.
23. Anything provided by Bouwbedrijf de Jonge to the Client under the Quotation and the Work shall remain the unassignable property of Bouwbedrijf de Jonge and must be returned by the Client to Bouwbedrijf de Jonge immediately upon its first request.

**12. Retention of title**

The title to the Work delivered by Bouwbedrijf de Jonge to the Client remains vested with Bouwbedrijf de Jonge until the Client has fulfilled all his obligations under the Agreement with regard to the Work. Bouwbedrijf de Jonge has the right to take possession of the Work delivered at all times up to the moment of fulfilment by the Client of all these obligations. As long as the Client fails to pay for any item delivered by Bouwbedrijf de Jonge to the Client, the Client shall not be entitled to perform any act of disposition with regard to the Work.

**13. Premature termination**

**TERMS AND CONDITIONS  
OF CONSTRUCTION COMPANY BOUWBEDRIJF DE JONGE B.V.**

24. The Agreement may be terminated prematurely by the Client if and only as provided for in the Agreement. Bouwbedrijf de Jonge is entitled to terminate the Agreement with due observance of a reasonable notice period. The reasonable notice period referred to in the previous sentence amounts to a minimum of two and a maximum of four weeks.
25. Either Party is entitled to dissolve the Agreement in whole or in part with immediate effect without prior notice of default or court intervention, and without being liable to pay damages and/or a refund to the other Party, in the event:
- 25.1. of (a request for) suspension of payments or (a request for) bankruptcy of that other Party; or,
- 25.2. of an attachment of a substantial part of that other Party's assets; or,
- 25.3. that the other Party imputably fails to comply with this Agreement and that Party is in default in that respect (as referred to in Book 6, Section 81 of the Dutch Civil Code); or,
- 25.4. the other Party is affected by force majeure if it continues for an uninterrupted period of four weeks or more.
26. In the event of termination (dissolution/cancellation) of the Agreement in accordance with the provisions of this Article 13, Bouwbedrijf de Jonge retains a claim to payment of invoices for Activities already performed and any Activities yet to be performed in consultation. The Client's payment obligation in respect of the invoice(s) for Activities already performed will be immediately due and payable in full upon termination (dissolution/cancellation) of the Agreement in accordance with the provisions of this Article 13. In the event the Client has terminated the Agreement, the Client is obliged to compensate any loss and costs on the part of Bouwbedrijf de Jonge. These loss and costs shall in any case include all costs incurred by Bouwbedrijf de Jonge with respect to the (future) Activities, investments made and loss of property.

**14. Liability on the part of Bouwbedrijf de Jonge**

27. Bouwbedrijf de Jonge's liability under the Agreement is limited to direct loss caused by an attributable failure and will not at any time exceed the contract price from the Quotation up to a maximum of EUR 1,000,000. Direct loss is exclusively understood to mean:
- 27.1. any reasonable costs to be incurred by the Client to have Bouwbedrijf de Jonge's performance comply with the Agreement;
- 27.2. any reasonable costs incurred to determine the cause and extent of the loss, insofar as the determination is related to direct loss;
- 27.3. any reasonable costs incurred to prevent or limit the loss, to the extent that the Client demonstrates that these costs have resulted in a limitation of the loss;
- 27.4. any reasonable costs incurred to rectify a loss to the extent that the Client demonstrates that these costs were caused by Bouwbedrijf de Jonge.

Direct loss explicitly does not include consequential loss, lost profit, lost savings and reduced goodwill. Without prejudice to the foregoing, Bouwbedrijf de Jonge's liability in all circumstances shall be limited to a maximum of the amount paid in the relevant case by Bouwbedrijf de Jonge's business or professional liability insurance on behalf of the party suffering the loss, plus the excess.

28. The delivery of goods by Bouwbedrijf de Jonge on the instruction and on behalf of the Client shall be for the Client's account and at its risk.
29. Where Bouwbedrijf de Jonge has agreed with the Client that Bouwbedrijf de Jonge will clear a real-estate property at the Client's request, the Client explicitly indemnifies Bouwbedrijf de Jonge against any liability claims by third parties for any loss resulting from such clearance.
30. Bouwbedrijf de Jonge is not liable for any loss suffered by the Client in the event of a force-majeure situation in accordance with the provisions of Article 15.1.
31. The provisions of this Article 14 qualifies as a third-party clause and is therefore effective for the purpose of both Bouwbedrijf de Jonge and its employees and anyone else who is deployed by Bouwbedrijf de Jonge in any way whatsoever for the performance of the Activities.
32. Legal action on account of an attributable shortcoming shall not be admissible if it is instituted by the Client after six months upon the expiry of the maintenance period specified in Article 9.7.

**15. Force majeure**

33. Force majeure on the part of Bouwbedrijf de Jonge includes all events beyond Bouwbedrijf de Jonge's control or which cannot be attributed to any evident conduct on the part of Bouwbedrijf de Jonge, including in any case:
- 33.1. adverse weather conditions, as a result of which, according to Bouwbedrijf de Jonge, the Activities cannot be performed (properly);
- 33.2. impediments and/or intervention by third parties as a result of which the Activities cannot or can no longer be performed, such as, for example, by the government;

**TERMS AND CONDITIONS  
OF CONSTRUCTION COMPANY BOUWBEDRIJF DE JONGE B.V.**

- 33.3. strikes and/or impediments in transport affecting the performance of the Activities, such as, for example, a strike in the transport of goods used by Bouwbedrijf de Jonge for the performance of the Activities;
  - 33.4. (full or partial) strikes, riots, wars or imminent war risk, diseases, epidemics, natural or nuclear disasters, terrorist actions or the threat of terrorism both in this country and in countries of origin of the materials/goods, loss of or damage to goods during transport, non-delivery or late delivery of goods to Bouwbedrijf de Jonge by its suppliers;
  - 33.5. export and import bans, as a result of which the goods are not delivered and/or not delivered on time;
  - 33.6. fires, breakdowns and accidents at Bouwbedrijf de Jonge or its suppliers.
16.       **Applicable law and choice of court**
- 34. All legal relationships between Client and Bouwbedrijf de Jonge are governed by Dutch law.
  - 35. Any disputes arising and/or resulting from the provisions of these General Terms and Conditions and/or relating to any other legal relationship between the Client and Bouwbedrijf de Jonge shall exclusively be submitted to the competent court in Amsterdam.

