

## General delivery conditions of ErfGoed BV

### Section 1 General provisions

#### Article 1 Definitions and application of these general conditions

- 1.** You are:  
the person who, in respect of an agreement with ErfGoed, acts as:
- client
  - hirer
  - buyer
  - any other capacity

We are:

- ErfGoed BV and all companies affiliated with ErfGoed BV;
  - directors and partners of ErfGoed BV.
- Our address is:  
ErfGoed BV, Bredeweg 59, 2751 GH Moerkapelle, the Netherlands, Telephone: +31 (0)79 593 38 00

- 2.** All (legal) relationships between yourself and us are subject to these general conditions. (Legal) relationships are taken to mean both agreements and offers.

Agreements include the following:

- instructions given to ErfGoed agricultural contracting firm. This concerns all instructions in the broadest sense of the word;
- instructions for land development and horticultural activities, sitework, soil transport and landscape contracting. All these activities include maintenance and related activities;
- the hiring out of equipment, machines and materials;
- the selling and/or delivery of products.

- 3.** These general conditions are binding for both yourself and us. In the event that your company also applies general conditions, our general conditions will prevail.

- 4.** We may deviate from these general conditions, in consultation with you. We will always lay down these deviations in writing in the agreement in question. In that case, we will in any case indicate:
- which conditions exactly we are deviating from;
  - what this deviation entails;
  - which cases this deviation applies to.
- The conditions which have not been explicitly deviated from continue to apply in full. Furthermore, the deviations apply only to the agreement they are mentioned in. In the event that we again deviate from the conditions in a subsequent agreement, we will again lay this down in writing. These deviations are binding only after the agreement has been signed.

- 5.** The conditions in section 1 apply in full to all agreements referred to in sections 2 to 5, except when explicitly deviated from.

- 6.** It is possible that one of the provisions in these general conditions is or has become void. In that case, you may assume that it has been replaced by a provision that is valid. This provision will be in keeping with the void provision to the greatest possible extent. The same applies to provisions which we cannot invoke for other reasons.

#### Article 2 Offers

- 1.** All our offers are without obligation, unless explicitly stated otherwise. All offers are based on information, drawings and other documents provided by you upon application.

- 2.** If you wish, we may create drawings for you as

part of the offer. In that case too, the offer is without obligation. However, should you decide not to accept our offer, these drawings will be payable by you. We will charge you the actual costs incurred.

- 3.** We retain the copyrights on all documents we provide you with along with the offer. They include:
- designs
  - images
  - drawings
  - drafts
  - quotations

As such, all these documents remain our property, even if we charge you for them. Without our explicit written consent, you are not permitted to copy these documents, disclose them to third parties or use them in any other way.

- 4.** Should you decide not to accept our offer, you are obliged to return the items referred to in paragraph 3 to us within 8 days.

#### Article 3 Agreements

- 1.** The agreement is formed as soon as we have learned from you that you accept our offer. However, the agreement will not be formed if we revoke our offer immediately after having received your acceptance. The sole submittal by us of an offer, quotation, estimate, pre-calculation or similar announcement, does not oblige us to form an agreement.

- 2.** It is possible that you accept our offer only subject to a number of provisos or changes. In that case, the agreement is formed only when we have confirmed to you in writing that we agree to these deviations. In the latter case, paragraph 1 of this article does not apply. We will never agree to deviations to our offer if in doing so you would impose your own general conditions on us.

- 3.** We are not obliged to comply with agreements you have concluded with our subordinates, except when we explicitly agree to this.

#### Article 4 Deviations from the agreements

- 1.** The quotations in our agreements are based on the prices applicable at the time of the offer. All prices quoted are exclusive of turnover tax and other levies, taxes and duties imposed on us by the government.

- 2.** After we have concluded an agreement, we may increase the agreed price if one or several of the following circumstances occur:
- an increase in the costs of materials, semi-finished products or services required to execute the agreement;
  - an increase in shipping costs;
  - an increase in wages, employer's contributions, national insurance schemes or other costs relating to the terms of employment;
  - the implementation of new and/or existing government levies, import and export duties or other levies and/or taxes here and abroad;
  - circumstances similar to those listed above.

- 3.** If so required, we may deviate from the technical data, dimensions, capacities, etc. given. We will only do so if these deviations are of minor importance. They include:
- deviations of 10 percent or less of the total work;
  - deviations which in all reasonableness have little to no influence on the practical value of the work. We will take all circumstances into account in that respect.

- 4.** The prices in our agreements are based on the normal working hours and working time. In that respect, we assume the provision in the collective agreement that applies to the sector. If by virtue of this collective agreement employees are entitled to a special allowance (e.g. overtime), we may proportionally increase the price.

- 5.** If we incur additional costs and/or additional risks during the execution of an agreement, we may add a surcharge to the prices agreed on. The extent of this surcharge is proportional to the costs and risks given. These additional cost may for instance arise if we have to deliver a special performance. It is also possible that we have to carry out unusual or time-consuming work, or work that demands an exceptional effort. Additional risks may arise when using certain equipment on wet waste sites or dangerous slopes for instance.

- 6.** We are not obliged to execute the agreement by ourselves. If so required, we may outsource execution of the agreement to another company.

- 7.** The number of hours given in an agreement is based on an estimate. This figure may be higher or lower in practice. We will ultimately charge you for the hours actually worked, except when we have explicitly indicated otherwise.

#### Article 5 Rates and prices

- 1.** When we provide you with services or products, we will agree the price with you in advance. Prices are taken to mean both hourly rates and fixed prices. In the event that we did not agree a price, we will apply the applicable sector rate. However, this does not apply if the sector rate is lower than our usual price. In that case, we will charge you our usual price.

- 2.** Prices agreed with you or applied on previous occasions do not automatically apply for every subsequent agreement. These prices remain the same only when we explicitly lay this down again.

#### Article 6 Payment and security

- 1.** Our invoices are payable within five days of the invoice date. The amount payable must be transferred into the bank or giro account stated on the invoice. Other obligations must also be fulfilled within a reasonable term. All obligations are subject to the following:
- you are not permitted to deduct discounts from the amount payable;
  - you are not permitted to deduct compensation from the amount payable;
  - you are not permitted to set off the amount payable against other debts;
  - you are not permitted to suspend payments;
  - you will pay into ErfGoed's G-account only when we have given you permission in writing to do so.
- Immediately after having concluded the agreement, we are entitled to ask you for payment for our performances. We are also entitled to do so when we have not (yet) sent you an invoice.

- 2.** If you have to make multiple payments or have to make a payment that consists of multiple components, you can pay them as a lump sum or in instalments. If you decide to pay in instalments, we will allocate each payment to the debt or debt component you are legally obliged to pay at that time. We will also do this when you express the wish to use the payment for another debt or another component.

- 3.** If you fail to pay within the five-day payment term, we will take immediate measures. We are not obliged to send you a statutory notice of default for that. The measures imply the following:

- first, you owe us contractual interest from the due date. This interest amounts to 12 percent per annum. If in any period the statutory interest exceeds the contractual interest, you will for that period pay statutory interest.
- second, after the due date, you owe us judicial and extrajudicial costs. It does not matter whether or not we actually incurred these costs. Judicial costs are, among other things, taken to mean all costs required for the collection of a debt. This may include attachment costs, the costs of legal proceedings and the costs of a winding-up petition.

- 4.** Before we execute or continue an agreement, we may ask you to provide the necessary security. This security must be sufficient to enable you to fulfil your payment obligations. Each time you fail to pay us, you are obliged to furnish us with these securities, through pledging for instance. We will assess whether these securities are sufficient. The securities furnished by you must in any case be sufficient to cover the debt and any interest and costs. In addition, each time you fail to pay, you are obliged to fulfil your payment obligations by another method. We may refuse such payment method at all times.

- 5.** You will grant us an immediate pledge on everything you assign to us for the execution of the agreement. We will regard this pledge as additional security for your fulfilment of your existing and future obligations. They also include all obligations you (will) have to fulfil towards us in whatever capacity and for whatever reason, including non-due and non-payable and conditional debts.

- 6.** We have a right of retention in respect of everything you assign to us for the execution of the agreement. This means we can keep these items in our possession until further notice if you fail to fulfil your obligations. We therefore regard this right of retention as additional security for your fulfilment of your existing and future obligations. They also include all obligations you have to fulfil towards us in whatever capacity and for whatever reason, including non-due and non-payable and conditional debts. In the event that we incur any costs for keeping these items, they will be payable by you.

- 7.** If you fail to furnish us with the security we ask for, we may dissolve the agreement or regard it as dissolved. We also retain the right to compensation.

#### Article 7 Complaints and objections

- 1.** As soon as we have completed your instruction or have delivered your order, you must assess, as soon as possible, whether we have fulfilled the agreement correctly. I.e. have we fulfilled the agreement in the way you may reasonably expect from us? If not, please let us know in writing immediately. You are subject to a maximum of five calendar days after completion of our work or delivery of your order. This term is shorter for damage due to digging up and harvesting, i.e. 2 x 24 hours after the damage showed for the first time. If you fail to comply with these terms, our fulfilment of the agreement will in all cases be regarded as correct.

- 2.** If we have failed to fulfil the agreement correctly, i.e. in the way you may reasonably expect from us,

we have the right to carry out the instruction again. We will only do so if this enables us to remedy our faults. If we carry out the instruction in the desired manner the second time, we have fulfilled the agreement correctly.

- 3.** Our performance is deemed to be correct, if you:
- have taken (part of) the product into use;
  - have treated or processed (part of) the product;
  - have delivered (part of) the product to third parties;
  - have instructed others to take (part of) the product into use;
  - have instructed others to treat or process (part of) the product;
  - have instructed others to deliver (part of) the product to third parties.

This provision does not apply if you notify us within five calendar days of the fact that we have failed to fulfil the agreement correctly. The term of five calendar days starts on the day we have delivered the order.

- 4.** If you do not agree with our invoice, you must notify us of that fact in writing within five calendar days. If you fail to do so within that term, we assume you agree with our invoice.
- 5.** Each claim you have against us on the basis of objections, lapses after one year. The expiry period commences on the day following the day on which you have become aware of both the damage and the person responsible.
- 6.** The agreement will remain in force, even if we fail to fulfil one of our obligations. It does not matter whether or not the failure can be attributed to us.

## Article 8 Force majeure

- 1.** Force majeure is taken to mean: any circumstance not dependent on our will at the time that the agreement is formed, which circumstance cannot be attributed to us, as a result of which fulfilment of the agreement is temporarily or permanently impossible or can no longer reasonably be demanded from us.
- 2.** Force majeure also includes:
- war, imminent war, (imminent) terrorism, mobilisation or unrest;
  - strikes, interruptions and/or problems in the production and/or treatment by us or by a sub-contractor from whom we purchase raw or ancillary materials or during the transport or obstruction of the transport route;
  - interruptions of our operations or the operations of one of the suppliers or third parties involved in the execution of the agreement;
  - breakdowns of machines used by us or third parties involved;
  - any shortcoming on the part of suppliers or third parties involved;
  - delays in the delivery of parts;
  - government measures such as attachment, not being granted permits, import and export bans;
  - illness among staff;
  - extreme or unexpected traffic delays;
  - fire, extreme and/or unsuitable weather conditions, storm damage, floods and other natural disasters;
  - as well as any delay and undercapacity at our company as a result of delays of other activities caused by the aforementioned circumstances.

## Article 9 Dissolution

- 1.** We are entitled to suspend our activities or prematurely end our activities when:
- you have applied for or have been granted a moratorium;
  - you have been declared insolvent or when a winding-up petition has been filed;
  - you have failed to fulfil an obligation, or when we foresee you will fail to fulfil an obligation.
- We are entitled to do so without legal intervention or a (written) notice of default being required.
- 2.** In the event that we decide to suspend or end our activities due to one of the circumstances listed in paragraph 1 of this article, we will notify you of

that fact in a written notification, and we will not be obliged to pay any compensation or provide a guarantee.

- 3.** All claims which we may have or may obtain against you in such cases, will be due and payable in full.

## Article 10 Liability

- 1.** We accept no liability whatsoever for faults in the execution of the agreement when they are the result of:
- your own negligence or actions;
  - the negligence or actions of persons you are responsible for.
- Neither are we liable for damage or loss caused by our own subordinates:
- if this damage was caused by those subordinates carrying out work that did not form part of the instruction; if they carried out work on the basis of instructions, advice or orders you gave them. We will accept liability for this if you prove that this damage or loss can be attributed to the gross negligence of intent of one of our subordinates.
- 2.** In the event that we are obliged to compensate the damage or loss, we will never pay the costs of any loss of turnover or any other potential trading losses and/or consequential damage or loss.
- 3.** In the event that we are obliged to compensate the damage or loss, the compensation will never exceed the invoice amount (including turnover tax) for the work that was not carried out or not carried out correctly.

- 4.** We will not provide any guarantee for:
- the goods we supply;
  - the work we carry out;
  - the advice we give;
  - the studies we carry out.

We will provide this guarantee only when explicitly agreed in writing with you.

It may be that we provide goods or services from other suppliers that do give a guarantee on this. In that case, we transfer the rights towards those suppliers to you insofar as possible. We will only do this at your request and at your expense.

- 5.** An instruction is taken to mean: the best effort obligation to carry out the agreed activities and/or to supply the agreed goods. This means that we do not guarantee that our activities or products are suitable for the purpose you intend to use them for. We will provide this guarantee only when explicitly agreed in writing with you.
- 6.** In the event that you hold one of our managers, partners, directors, staff and other parties involved liable for damage, they may invoke the same defence in order to refute or restrict this liability.

## Article 11 Indemnity

- 1.** In the event that a third party holds us liable for damage or part of a loss amount, you fully indemnify us against this and you will compensate us for everything we have to pay that third party. Indemnity means that you protects us against liability or damage or loss. You only have to do this if we would not be liable for this damage or loss if you were to suffer this damage or loss, in accordance with the agreement or these conditions.

- 2.** In addition, you indemnify us against damage or loss suffered by us as a result of penalties, claims, incremental penalty payments and other governmental measures. Not only does this obligation to indemnify us apply to our business, but also to all our separate managers, partners, directors, staff and other parties involved.

## Article 12 Your obligations before and during the work

- 1.** You will arrange all permits, exemptions and other decisions needed to carry out the work. You will ensure that they are in place in time and that their contents are correct. We will deviate from this only when agreed on in writing.

- 2.** Before commencement of the work, you investigate all potential obstructions and risks for the work, such as:
- the presence and location of obstacles, cables and pipelines, including domestic connections;
  - relevant geotechnical and hydrologic conditions;
  - soil pollution;
  - old building materials that may be released as a result of the activities.
- You will notify us in writing of the results of this investigation and provide all information with clear marking. In addition, you will provide us with all drawings and maps that are important within the framework of the activities. You will guarantee that all information, drawings and maps provided are correct, complete and recent.

- 3.** Before we carry out any digging, dredging or soil activities, you must submit a so-called KLIC notification to the Land Registry. You will subsequently report this to the Cable and Pipeline Information Centre (KLIC). This must be done at least three days before we commence our activities. You will follow all instructions given in the KLIC notification and ensure that all pipeline managers respond.

- 4.** After you made the KLIC notification, you will receive a map showing all cables and pipelines present. You will ensure that this map is available on the worksite when the work commences.

- 5.** If you fail to fulfil the obligations outlined in paragraphs 1 to 4, you will notify us of that fact in writing as soon as possible. This must be done at least three days before we commence our activities. In that case, we will carry out the required investigation ourselves, and we will charge you for the costs involved.

- 6.** If you fail to fulfil the obligations outlined in paragraphs 1 to 4 and you have not provided us with the information, you will guarantee that the worksite is free from cables, pipelines and/or other obstacles, obstructions or risks.

- 7.** In the event that there are cables, pipelines or other obstacles on the worksite, you will ensure that a competent person carries out a sample dig under your supervision. You will do so immediately on our demand. Only then will we be able to carry out the instruction within the agreed time correctly and without damage. The costs of these sample digs will be at your expense.

- 8.** We may suspend commencement or continuation of our activities if:
- you fail to fulfil the obligations in this article;
  - you have provided us with incomplete or conflicting information;
  - the information you have provided us with does not correspond with the facts.
- The costs arising from this suspension will be at your expense. We will charge the minimum hourly rate for the period of suspension.

- 9.** You will guarantee that all regulations relating to working conditions and safety are observed. Insofar as reasonably possible, you will ensure that the working conditions and safety are optimal.

- 10.** You will take all measures necessary to prevent nuisance and/or damage to the surrounding area. This also includes:
- consequential damage to objects, goods and/or substances caused by vibrations;
  - damage to adjoining premises;
  - environmental damage.

- 11.** Unless agreed otherwise with you, you will ensure that the road is cleaned during and after the activities. You will also erect correct warning signs on the road when it becomes slippery as a result of our transports. This may happen because the tires and load of our vehicles soil the road.

- 12.** Each time you fail to fulfil this agreement,

including these conditions, you are in default by operation of law.

## Article 13 CAR insurance

- 1.** You will take out Construction All Risks (CAR) insurance for our activities. This insurance will in any case cover all material damage and/or loss or the destruction of property or materials, insofar as reasonably insurable. It does not matter how this damage, loss or destruction is caused. This insurance for that matter does not affect your own liability for any damage.
- 2.** The term of the CAR insurance runs from commencement of the work until the day on which the work is regarded as having been completed. If we have agreed on a defects liability period, the insurance will continue throughout this period.
- 3.** The insurance provides cover for the following sections:
- a. the work, including damage or injury to third parties;
  - b. liability for personal injury and property damage, including the damage or losses arising from that;
  - c. existing property of the client;
  - d. personal effects of the insured and staff of the insured;
  - e. auxiliary material.
- 4.** The policy document will list you as policyholder. The following parties will be listed as insured on the policy document:
- a. the policyholder
  - b. the client/construction management
  - c. the general contractor(s)
  - d. the (sub) contractor(s)
  - e. the architect(s)
  - f. the constructor(s)
  - g. the advisor(s)

- 5.** You need our approval for the selection of insurer and contents of the policy. It must be a primary insurance; this means that you can invoke this insurance directly. In the event that the CAR insurance has an excess, the costs thereof can never be charged to us.

## Article 14 Multiple clients

It is possible that you enter into an agreement with us, together with a number of other clients. In that case, each of these clients is jointly and severally liable for each of the clients' obligation arising from the agreement.

## Section 2 Delivery

### Article 15 Delivery and risk

- 1.** You will collect items, goods and/or materials you ordered from us, from our business location yourselves, unless we agreed otherwise. We will let you know when these items, goods and/or materials are ready for collection. This notification is regarded as the moment of delivery.
- 2.** As soon as we have delivered an item to you at the agreed location, this item is at your own expense and risk.
- 3.** You will fully cooperate in the delivery of the items you ordered. If you fail to collect these items on our demand, you will be in default. We do not have to send you a warning to that end. In the event that we agree that we will deliver the items at a different address, you will be in default if you refuse to take possession of the items.
- 4.** In the event that we have agreed to delivery your items at a different address, the transport and unloading of these items will be at your own expense and risk. The latter will not apply when we have agreed on delivery free domicile.
- 5.** You can assume that the carrier will have taken possession of your items in an externally good condition when collecting them from us. After all,

when these items are not in a good condition, the carrier will not accept them. If he does, it will be entered on the consignment note or receipt.

### Article 16 Retention of title

1. All items, goods and/or materials that we deliver or have delivered to you by virtue of whatever agreement, will remain our property:
  - until you have performed the consideration described in our agreement;
  - until you have paid the debts resulting from your failure to (sufficiently) fulfil this agreement. These debts are also taken to mean debts in the form of penalties, interest and costs.

This property cannot be sold or encumbered. That means we cannot transfer it to someone else, or encumber it with any right.

2. You are entitled to treat and process the items, goods and/or materials we have delivered to you in the way that is custom within your business. This right lapses when you are in default because you have failed to fulfil an agreement with us. It is possible that new items or materials are created through the treatment of the items, goods and/or materials. This may happen as a result of conversion, mixing or copying. Should our retention of title lapse as a result of that, you hereby transfer the (joint) ownership of these new items to us. This is done in proportion to the invoice value. You will act as the keeper and custodian of these items free of charge.

3. When you are in default, we may immediately lay claim to the items, goods and/or materials we have delivered from the person who has these items, goods and/or materials.

## Section 3 Agricultural contractors, soil transport and related activities

### Article 17 Commencement and delivery period

1. Our agreement will give a rough estimate of the commencement and delivery period of our work. That means actual commencement and the delivery term may be different.
2. Our work commences:
  - when we have reached an agreement with you on all technical details;
  - when we have received all information, drawings, etc. needed for the execution of the work.

3. At times, the weather or site conditions are temporarily so bad that we are unable to carry out our work on the date or within the term agreed on in our agreement. In that case, we will be entitled to interrupt our work for the duration of the aforementioned conditions. We will resume our work as soon as the conditions have improved.

### Article 18 Workslips

When we hire out equipment to you, we or our authorised representative may register the type and amount of hire hours on so-called workslips. In that case, we will prepare the workslips on a daily or weekly basis. We submit the completed slips to you for your signature for approval. If you or your authorised representative do not sign the slips, we assume you agree with the contents of the workslips.

### Article 19 Changes to the work and cost-increasing circumstances

1. This article applies only to work we have accepted at an agreed total price.
2. In this article, cost-increasing circumstances are

taken to mean all circumstances:

- of such a nature that we did not have to take into account the chances of them arising when the contracting agreement was formed;
- that cannot be attributed to us;
- that considerably increase the costs of the work.

3. We are entitled to change the agreed performance if in our opinion this is necessary in order to be able to carry out the work correctly. We will of course take all relevant circumstances into account. We do not have to ask you for your (written) approval for changes to the performance.

4. In the event that the change referred to in paragraph 3 constitutes contract extras, that change will fall under the cost-increasing circumstances described in this article.

5. If cost-increasing circumstances arise, these costs will be at your expense. We will always take the provisions in this article into account.

6. When we identify cost-increasing circumstances, we will notify you thereof. We assume you will in that case consult us as soon as possible. We will discuss with you a reasonable and fair compensation for this cost increase. Should you fail to consult us, we will assume that you agree with our setoff or compensation of the cost increase. We do not have to ask you for your (written) approval for this.

7. Instead of agreeing with a compensation as referred to in paragraph 6, you may ask us to limit, simplify or terminate the work. We will then determine the amount you still owe us in reasonableness and fairness.

## Section 4 The hiring out of equipment, machines and materials

### Article 20 Hire obligations

If you hire equipment and/or machines and/or materials from us, we make them available to you for the agreed period. In that case, you are obliged to hire the equipment for that period. In the event that we or yourselves have to assemble and/or disassemble something for a hired object, the time needed for that will form part of the total hire period. We are entitled to replace the hired object with an equivalent object at any time.

### Article 21 Hire period

The hire period starts on the day on which we deliver the hired object to you. The hire period ends on the day on which you return the hired object to us in its entirety. If you wish to change or extend the hire period, please let us know before 15.00 hrs on the last day of the hire period.

### Article 22 Instructions

If you give us instructions for the execution of the work, we will only carry them out if that work is in accordance with the quality and capacity of the equipment. The work must also be in accordance with the purpose for which we have made the equipment available.

### Article 23 Damage to the hired object

1. If you are hiring equipment from us without staff, we will assume that you have received the hired object from us in a good condition. You will return the hired object to us in a good condition.
2. If it emerges that the hired object is not in a good condition after you have returned it, you will pay us the costs for the necessary repairs and for the other losses we suffer as a result.

3. If the hired object is transported by you or on your instructions, you will be liable for all damage it sustains during transport. You will also be liable for the hired object causing damage to other objects during transport. It does not matter how this damage occurred and who is to blame for that.

### Article 24 Workslips

When we hire out equipment to you, we or our authorised representative may register the type and amount of hire hours on so-called workslips. In that case, we will prepare the workslips on a daily or weekly basis. We submit the completed slips to you for your signature for approval. If you or your authorised representative do not sign the slips, we assume you agree with the contents of the workslips.

### Article 25 Rehiring

Subject to our approval, you may rehire the equipment or machines you hired from us to third parties. However, you remain bound by the agreement you have concluded with us.

### Article 26 Returning hired objects

If at the end of the hire period you fail to return the hired object to us in time, you are obliged to compensate us for any resulting damage or loss.

### Article 27 Hire rates

Our hire rates are exclusive of fuel and supply costs, unless we agreed otherwise with you.

## Section 5 Hiring staff, machines and materials

### Article 28 Hire obligations

1. You ensure that the staff and/or machines and/or materials we hire from you will be at the desired location in time.
2. Each week, you will provide us with an overview, to be approved by us, of the staff you have deployed for the execution of the agreement. This overview will also state the number of hours worked by those staff during the week in question. In the event of a dispute about the number of hours worked, only the overviews approved by us will serve as proof.
3. You must fulfil all your obligations within the framework of the Wages and Salaries Tax and National Insurance Contributions Act.
4. We will always be entitled to pay a percentage of the payment we owe you into a G-account of your business. We will determine the extent of that percentage in all reasonableness.
5. You will never submit quotations or offers to one of our clients for the purposes of expanding or changing that client's work.
6. At our request, you will be able to demonstrate that you fulfil all statutory obligations, both in terms of your staff and in terms of the equipment and other work resources. The working conditions obligations also fall under these statutory obligations.
7. You can instruct a third party to carry out one of our instructions only if we have given you explicit permission in writing to do so. In that case, you will lay down the agreement with the third party in writing. You will also ensure that that agreement is subject to these general conditions, in such a way that you assume our legal position and the hired third party assumes your legal position.
8. Our staff or other persons we have hired are at all times authorised to control the hired equipment,

unless your machinist explicitly forbids this.

## Article 29 Insurance

1. Before you commence the work, you will take out the necessary liability insurance for the equipment you will be using. This insurance also includes the compulsory insurance by virtue of the Civil Liability Insurance (Motor Vehicles) Act. You will furthermore insure yourself against corporate liability.

These insurance contracts will in any case cover damage to cables and pipelines and other 'professional risks', environmental degradation and, insofar as applicable, employer's liability. If the work poses any other special risks which are not covered by the aforementioned insurance contracts, you must also insure yourself against these risks.

2. You will ensure that the policy documents of all insurance contracts referred to in paragraph 1 give a good description of your business. The work you will carry out for us will fall under this description.
3. The minimum sum insured of all insurance contracts referred to in paragraph 1 is € 2,250,000 per event.
4. You will fulfil all obligations in connection with the insurance contracts referred to in paragraph 1. You will pay the premiums owed for these insurance contracts on time, always.

5. You will ensure that we as the hirer/keeper of the equipment are co-insured on your liability insurance contract for this hired equipment. Insofar as required, you grant us explicit and unconditional permission to derive rights from that insurance. Should you fail to do so, or if you fail to fulfil any other obligation from this article, you are obliged to fully indemnify us against any damage or losses a third party will hold us liable for. This serves as an addition to article 9 of these general conditions. You will also indemnify us against everything we have to pay that third party.

## Section 6 Final provisions

### Article 30 Intellectual property

We reserve all intellectual property rights at all times.

### Article 31 Applicable law

1. All our offers, quotations, acceptances and agreements will be subject to Dutch law.
2. The Vienna Sales Convention (CISG) of 11 April 1980 (Treaty Series 1986.61) does not apply to our offers, quotations, acceptances and agreements. We hereby explicitly exclude this Convention.

### Article 32 Disputes

1. Disputes may arise between us and yourselves which may result from, for instance, these general conditions of agreements based on them. We may in that case decide to resolve the disputes through mediation, following the regulations of the Netherlands Mediation Institute in Rotterdam as valid on the commencement date of the mediation.
2. If we fail to resolve the dispute through mediation as referred to in paragraph 1, we will submit the dispute to the competent court of Rotterdam. We may also decide to submit the dispute to the Arbitration Committee of the Institute for Agricultural Law or to a different legally competent court.

Moerkapelle, July 2010.

## QUALITY FLOORS FOR EXCELLENT PLANTS

ErfGoed BV  
Bredeweg 59 • 2751 GH Moerkapelle • The Netherlands  
t +31 (0)79 593 38 00 • f +31 (0)79 593 19 58  
info@erfgoed.nl • www.erfgoed.com

IBAN NL58 RABO 0139 2719 02  
BIC RABONL2U

CoC 24396971  
VAT NL.811035499 B01

