

GENERAL CONDITIONS APPLICABLE TO THE SUPPLY, INSTALLATION AND MAINTENANCE OF MECHANICAL, ELECTRICAL AND ELECTRONIC PRODUCTS BY FONTIJNE HOLLAND B.V., A DUTCH PRIVATE LIMITED LIABILITY COMPANY WITH ITS REGISTERED OFFICE IN VLAARDINGEN AND REGISTERED IN THE TRADE REGISTER OF THE CHAMBER OF COMMERCE UNDER NUMBER 69020094

1 General

- 1.1 These conditions apply to all offers by and orders to Fontijne Holland B.V. (the **Contractor**) relating to the manufacturing and/or supply of products, the execution of works in relation to such products and/or the rendering of services by the Contractor, as well as to all agreements with the Contractor with respect thereto. In these conditions: works and services include all of Contractor's activities, among which advisory services, design, engineering, calculation, assembly, installation, commissioning, revision, repair, maintenance, and contracting for work (*aanneming van werk*).
- 1.2 The applicability of conditions of the other party or customer of the Contractor (the **Customer**) is hereby expressly excluded.
- 1.3 Provisions that deviate from these conditions can be invoked by the Customer only if and to the extent that these provisions are accepted by the Contractor in writing.
- 1.4 These conditions shall also apply to all future offers to and agreements with the Contractor.
- 1.5 If one or more provisions of these terms and conditions and/or the agreement is declared null and void or non-binding, or are annulled, the other provisions of these conditions and the agreement shall remain valid. In this case, the Customer and the Contractor shall endeavor to replace the invalid or non-binding provision by a provision that is valid and binding and that expresses the original intention of parties, to the greatest possible extent.
- 1.6 Except as explicitly provided otherwise, the following principles shall be applied for the interpretation of (the provisions of) these conditions, offers by, orders to and agreements with the Contractor:
 - (i) the singular includes the plural and vice versa where the context so requires;
 - (ii) references to "writing" include only written documents signed by both parties, letters (by courier, registered or unregistered), faxes and emails; and
 - (iii) the words "include", "including" and "includes" shall be deemed to be followed by the words "without limitation".

2 Offers, orders and agreements

- 2.1 All offers by the Contractor are non-binding (in Dutch: '*vrijblijvend*').
- 2.2 All orders and all acceptances of offers by the Customer, including verbal orders or acceptances of offers, shall be irrevocable.
- 2.3 The Contractor shall only be bound if it has accepted an order in writing or has begun implementation. Moreover, the Contractor shall only be bound as accepted in writing.

Verbal commitments or agreements by or with its personnel do not bind the Contractor except and insofar as the Contractor confirms these in writing.

3 Drawings, information, documents

- 3.1 All information recorded in price lists, general product information, including catalogues, brochures, pictures, diagrams etc., as well as similar disclosed data are only binding if and insofar as explicitly agreed in writing.
- 3.2 All drawings, technical information, sketches, illustrations, designs, models, calculations, formulas, working methods, and other such information which are supplied in connection with the products supplied, the works carried out and/or the services rendered by the Contractor, and the intellectual property rights pertaining thereto, shall remain the exclusive property of the Contractor.
- 3.3 Any intellectual property and/or documentation created by the Contractor in relation to the supply of the products, the works carried out and/or the rendering of the services shall be the property of the Contractor and shall vest in the Contractor only, which shall be considered as the maker and designer thereof, all irrespective of whether they have been separately charged to the Customer.
- 3.4 The Customer shall be responsible for the accuracy and completeness of the specifications, designs, drawings, engineering and any other information provided by it to the Contractor. These documents and information provided to the Contractor and the intellectual property rights pertaining thereto shall remain the exclusive property of the Customer. The Customer is liable for any damage resulting from any errors, inaccuracies or omissions in such documents and information furnished by the Customer.
- 3.5 Save with the express permission of the other party, the party receiving information and documents from the other party shall use such information and documents solely for the purpose for which the information and documents are provided. The receiving party is not allowed to provide documents and information received from or related to the other party to third parties nor to copy, reproduce, transmit or communicate such documents and information to third parties.
- 3.6 The Contractor shall not be obliged to provide any construction, manufacturing or detail drawings to the Customer.

4 Price

- 4.1 Unless expressly indicated or agreed otherwise, the prices quoted by or agreed with the Contractor shall be net prices, therefore exclusive of VAT and exclusive of any possible import or export duties.

They shall furthermore not include costs of commuting, travelling, accommodation, meals, packing, inspections, tests, trials, certificates, loading, transport, unloading, insurance, installation, assembly and/or other works and services, unless expressly agreed otherwise.

- 4.2 If the Contractor undertakes to carry out the packing, loading and unloading, transport, unloading, insurance, installation, assembly and/or other works and services and no price has been expressly agreed in that respect, the Contractor shall be entitled to charge the Customer the rates normally charged by the Contractor for such services. Packaging will not be taken back by the Contractor.
- 4.3 Prices set by or agreed to with the Contractor are based on the cost price at the time of the offer or acceptance of an order by the Contractor. If the cost price increases thereafter, the Contractor is entitled to charge the Customer a corresponding price increase.
- 4.4 If the works or services to be rendered by the Contractor shall be performed on the basis of a daily or hourly rate, then time spent on preparation and formalities at the work site, travel time, waiting hours, cost of auxiliary materials and the like, are not included in the daily or hourly rate.

5 Periods and/or dates for taking-over

- 5.1 Any periods and/or dates for taking-over (oplevering) set by or agreed with the Contractor are always by approximation only and shall not be considered as firm or fixed deadlines (fatale termijnen). The Contractor shall only be in default after a written notice of default is given by the Customer providing the Contractor a reasonable period for remedying the performance and such notice remains without effect.
- 5.2 Any period for taking-over starts running on the date on which the latest of the following conditions is met:
 - (i) conclusion of the agreement;
 - (ii) receipt by the Contractor of all documents and data to be provided by the Customer;
 - (iii) receipt by the Contractor of all consents, permits and other authorizations required for implementation of the agreement;
 - (iv) receipt by the Contractor of any advance payments or security for the benefit of the Contractor.

If a date for taking-over is set by or agreed with the Contractor, such date is adjourned until the time that all of the above conditions are met.

- 5.3 Any periods or dates for taking-over set by or agreed with the Contractor are based on the working conditions at the time of the offer or acceptance of an order by the Contractor. In the event changes in the working conditions result in delays beyond the control of the Contractor, the Contractor is entitled to set a new period for taking-over.

- 5.4 If the Contractor encounters a delay, it will inform the Customer thereof as early as possible and will indicate the expected duration of the delay.
- 5.5 Any periods for taking-over set by or agreed with the Contractor will be extended by the time that the implementation of the agreement is delayed due to force majeure. They shall also be extended by the time if the Customer fulfils any obligation later than is agreed upon with or could reasonably be expected by the Contractor.
- 5.6 If the Contractor has agreed to a delay penalty, then the Contractor shall only be obliged to pay this penalty if a delay is due to its own negligence and the Customer supplies evidence of actual loss suffered as a result of such late delay. Unless explicitly agreed otherwise in writing, a delay penalty shall also never exceed an amount equal to three percent (3%) of the agreed contract price.
- 5.7 Failure to supply the products and/or the works related thereto and/or to render the services within the period or date for taking-over does not entitle the Customer to additional or substitute damages, nor to non-fulfilment by it of any of its own obligations arising from the agreement, irrespective the Customer's right to payment of a delay penalty, if any. The Customer is, however, entitled to rescind the agreement by means of a written declaration, if and insofar as after the aforementioned failure, the Contractor still fails to supply the products and/or the works related thereto and/or to render the services within a reasonable period as agreed to with the Customer in writing.
- 5.8 The Contractor has the right to require partial taking-over by the Customer. Each partial taking-over by the Customer will be deemed an independent taking-over with respect to the applicability of these conditions.

6 Performance of works and/or services

- 6.1 The Contractor shall use its best endeavours to carry out the works and perform the services with due care and diligence and in accordance with, if applicable, the arrangements, time schedules and procedures agreed with the Contractor in writing.
- 6.2 The Contractor is entitled to carry out the works and the services according to its own discretion, whether or not by engaging third parties.
- 6.3 The Customer is obliged to enable the Contractor to carry out the works and perform the services without restrictions. The Customer shall, amongst others, timely furnish to the Contractor with all technical, technical maintenance and functional product specifications of matters to which, with which or in connection with which the works and/or services have to be rendered.
- 6.4 If the works and/or services are to be carried out on the Customer's site, the Customer provides for (i) an accessible working site and a safe working environment;

(ii) upon first request, all necessary auxiliary materials, tools, hoisting and suchlike machinery, (personal protection) equipment including appropriate work clothing and safety devices necessary for and/or conducive for carrying out the works and/or rendering of the services; and (iii) utilities and hydraulic oil necessary for carrying out the works and/or rendering the services; all this for the account and risk of the Customer.

6.5 Unless and to the extent it is agreed otherwise in writing, the Customer shall obtain all consents, permits and authorizations necessary to render and complete the works and/or the services and supply the products by the Contractor.

6.6 The Customer shall in good time undertake any preparatory work to ensure that the conditions necessary for carrying out the works and/or services at the Customer's site (including the structural soundness of the foundations and delivery of any products if such products are transported by or on behalf of the Customer) are fulfilled. The Customer warrants that its site on and premises in which the works are carried out and/or the services are rendered, are fit for carrying out the works and/or services and complies with the specifications set by or agreed with the Contractor. In all events, the premises in which the works are carried out and/or the services are rendered, must be wind and water tight.

7 Sole delivery of products (including spare parts)

In case the agreement solely provides for the sole manufacturing and/or supply of products by the Contractor without any further installation, assembly, commissioning works and/or services to be carried out, (i) delivery of such products shall, unless expressly agreed otherwise, take place Ex Works (EXW) according to the version of the agreed INCO-terms as in force at the date of conclusion of the agreement; and (ii) any reference to 'taking-over', 'period(s) for taking-over' and 'date(s) for taking-over' in these conditions should be read as a reference to 'delivery', 'delivery period(s)' and 'delivery date(s)' respectively.

8 Variations and extra work

8.1 If the Customer desires amendments and/or additions to the agreement after the agreement has been concluded, the Contractor shall effect those to the extent that it may be reasonably expected to do so. To the extent that any amendments and/or additions desired by the Customer involve extra costs and/or require extra time for completion, the Contractor shall be entitled to charge these costs to the Customer in full and/or to set a new period or date for taking-over.

8.2 If the normal working hours applicable to the Contractor and to third parties it has engaged, will be exceeded upon or due to a request of the Customer,

the Contractor is entitled to charge the Customer a costs-plus levy normally charged by the Contractor for works and/or services outside normal working hours.

- 8.3 Amendments and additions shall be executed and completed under the provisions of the agreement and these conditions.

9 Testing, inspection, acceptance

- 9.1 The Customer shall cooperate, without delay, in any inspection and/or test agreed upon. If the Customer fails to cooperate in any inspection or testing in a timely manner or at the time agreed upon, the products, the works and/or services shall be deemed to have been accepted by the Customer.
- 9.2 Unless agreed otherwise, tests shall be carried out by the Contractor for the account and risk of the Customer and in accordance with general practices in the industry in the Netherlands.
- 9.3 If the agreement provides for testing of the products, the works related thereto and/or services before transportation of the products, such testing shall take place at the location where the products are manufactured and during normal working hours applicable to the Contractor. The Contractor shall timely notify the Customer in writing that the products, the works related thereto and/or services are ready for testing before transportation in order to permit the Customer to prepare for and be present or represented (for its own account) at such testing. In deviation of the provision set forth in article 9.2, the costs for testing by the Contractor as meant in this article 9.3 shall be for the account and risk of the Contractor.
- 9.4 If the agreement provides for testing of the products, the works related thereto and/or services at taking-over, such testing shall take place at the location where the products are installed and during normal working hours applicable to the Contractor. The Contractor shall timely notify the Customer in writing that the products, the works related thereto and/or services are ready for testing for taking-over in order to permit the Customer to prepare for and be present or represented (for its own account) at such testing.
- 9.5 If the Customer does not or does not timely cooperate in any inspection, testing or acceptance, the products, the works related thereto and/or services shall be deemed as having been accepted at the time that inspection, testing or acceptance could have been expected or required by the Contractor.
- 9.6 The Contractor is entitled to compensation for damage and costs which are the result of the Customer's refusal to effect or the delay in the inspection, testing or acceptance of the products, works and/or services by the Customer.

- 9.7 The products, the works related thereto and/or the services can only be rejected in connection with defects found during inspection or testing, if the Contractor has been given the opportunity to repair such defects. If the Customer makes no use of a possibility for inspection or testing, then the products, works related thereto and/or services shall be deemed to have been accepted (without reservation).
- 9.8 If the testing of the products, the works related thereto and/or the services must be carried out on the Customer's site, the Customer shall provide for (i) the utilities, hydraulic oil, raw materials and other materials required for such tests; and (ii) any equipment and labor or other assistance necessary for carrying out the tests; all this for the account and risk of the Customer.

10 Taking-over

- 10.1 Taking-over of the products and/or the works related thereto shall take place upon acceptance by the Customer or when such products and/or works are deemed to have been accepted by the Customer.
- 10.2 The Contractor shall notify the Customer in writing that the products and/or the works related thereto are completed and ready for taking-over. The Customer must accept the products and/or the works related thereto for taking-over within a reasonable period as from the date of such notification, but in all events not later than seven (7) days as from the date of such notification. If the Customer fails to accept the products and/or the works related thereto for taking-over within the aforementioned seven (7) days' period (with or without any reservation) or fails to reject taking-over mentioning the grounds for such rejection, the products and/or the works related thereto are deemed to be accepted by the Customer. Any minor or insignificant deficiencies in the products and/or the works related thereto do not entitle the Customer to reject the taking-over.
- 10.3 If taking-over of the products and/or the works related thereto is rejected by the Customer in accordance with article 10.2, the Contractor shall forthwith remedy any deficiencies. If the products and/or the works related thereto fail and continue to fail any testing and re-testing, the Customer shall be entitled to, at its option, (i) require the Contractor to agree or determine a reasonable reduction of the contract price, or (ii) if the defect, nonconformity or shortcoming deprives the Customer of substantially the whole benefit of the products and works related thereto or any major parts thereof, rescind the agreement in respect of the part which cannot be put to the intended use.
- 10.4 Usage and/or taking into possession of the products by the Customer shall constitute acceptance of the products and the works related thereto.

In all events, any defects resulting from usage and/or taking into possession of the products by the Customer shall be for the account and risk of the Customer.

- 10.5 With respect to defects, nonconformity or shortcomings which are noticeable at the time of taking-over, the Customer must submit a claim in writing at the inspection or testing or, if such an inspection or testing has not been carried out in the presence of the Customer or its representative, within three (3) working days after taking-over, failing which any claim on the Contractor in relation to such defects, nonconformity or shortcomings will lapse.

11 Risk and transfer of ownership

- 11.1 The products shall be at the risk of the Customer as from the moment that the products to be manufactured and supplied by the Contractor are ready for transport or ready to be dispatched.
- 11.2 Unless expressly agreed otherwise, loading, dispatching or transport, unloading and insurance of the products to be manufactured and supplied shall be effected for the risk of the Customer, even if these are handled or arranged for by the Contractor.
- 11.3 All products to be manufactured and supplied by the Contractor shall remain the property of the Contractor until the Customer has paid in full all that which is owed to the Contractor under the underlying agreement and/or in connection with prior or subsequent agreements of the same nature, including damages, costs and interest. The Customer has no right of retention in respect of those products.
- 11.4 The Customer grants the Contractor irrevocable authority to take such measures which are necessary to ensure that the property rights remain with the Contractor.
- 11.5 The industrial or intellectual property rights to or associated with the products, the works related thereto and/or the services shall remain with the Contractor or with third parties entitled thereto and shall never be transferred to the Customer.

12 Payment and security

- 12.1 Unless expressly agreed otherwise, payment shall be made within fourteen (14) days after the invoice date. The Contractor shall, however, at all times have the right to demand full or partial payment in advance and/or otherwise obtain security for payment.
- 12.2 In the event of payments by wire transfer, the Customer must at all times stipulate the respective invoice numbers. Payments by wire transfer which are not (completely) specified in this manner are first applied against the oldest invoices as well as against the interest due in relation thereto.

- 12.3 The moment of payment shall be the moment at which the amount due has been fully and irrevocably credited to the account of the Contractor.
- 12.4 The Customer relinquishes any right to set-off amounts charged by and between parties. Guarantee claims do not suspend the payment obligations of the Customer.
- 12.5 If the Customer fails to pay any amount due in accordance with the provisions of this article 12, it shall be in default without prior notice of default being required. As soon as the Customer is in default with any payment, all other claims from the Contractor on the Customer shall become immediately due in full and the Customer is also immediately in default with respect to those other claims, without any notice of default being required.
- 12.6 As from the day on which the Customer is in default until the date of payment in full, overdue payment interest shall be due at a rate of eight percent (8%) per year on the aggregate amount outstanding.
- 12.7 All judicial and extrajudicial costs incurred by the Contractor as a result of the Customer's default shall be paid by the Customer. The extrajudicial costs amount to at least fifteen percent (15%) of the aggregate amount outstanding (including interest accrued in accordance with the provision of article 12.6).

13 Defects, shortcomings

- 13.1 The liability of the Contractor for defects, nonconformity and/or shortcomings after taking-over (hereinafter also jointly referred to as defects) is limited to the fulfilment of the guarantee obligations of this article 13.
- 13.2 In the event of any defects which appear during the guarantee period, the Contractor will either redeliver the products, works and/or services in question at no cost, or repair such products, works and/or services at no cost, or credit the Customer as far as is reasonable in whole or in part for the invoice value of such products, works and/or services in question, all this to the discretion of the Contractor.
- 13.3 Unless explicitly agreed otherwise in writing, the guarantee period is twelve (12) months after taking-over and for products which as a rule are in motion twenty-four (24) hours a day, the guarantee period is six (6) months after taking-over.
- 13.4 Repair or redelivery as meant in article 13.2 shall be effected only within the Netherlands, unless it can reasonably be expected of the Contractor to repair and/or redeliver outside the Netherlands, such to be judged exclusively by the Contractor.
- 13.5 If defects can be remedied by replacement or repair of defective parts and if dismantling and reinstallation of such parts do not require special knowledge, the Contractor may require the Customer to send the defective parts to the Contractor or

to a destination indicated by the Contractor, in which event the Contractor shall have fulfilled its guarantee obligations upon delivery of duly repaired or new parts to the Customer.

- 13.6 Contractor's guarantee obligations shall not apply to defects caused by normal tear and wear and deterioration.
- 13.7 The Customer shall without undue delay notify the Contractor of any defect upon appearance. Such notice shall under no circumstances be given later than fourteen (14) days after expiry of the guarantee period, on penalty of loss of any claim on the Contractor.
- 13.8 Any right to the above guarantee shall lapse if:
- (i) directions given by the Contractor for storage, location, testing, installation, assembly, inspection, monitoring, maintenance and/or use have not been followed precisely;
 - (ii) the products supplied by the Contractor have been used, operated or maintained improperly or not in accordance with the agreed or usual purpose;
 - (iii) without the permission of the Contractor, the Customer or third parties not contracted by the Contractor carried out works on the products supplied by the Contractor;
 - (iv) the Customer has not fulfilled any of its obligations towards the Contractor arising from the underlying agreement, or has not fulfilled them adequately or on time;
 - (v) the Customer, upon discovery of a defect, did not take all necessary steps to avoid further damage to the products (for example by continuing to use such defective products);
 - (vi) defects are a result of external circumstances such as (rain)water, heating-up, fire, etc.
- 13.9 In respect of products or parts of products which the Contractor procured from third parties, the guarantee obligations granted by the Contractor to the Customer shall never exceed in nature nor in duration the guarantee obligations granted by those third parties to the Contractor. The Contractor will at all times be discharged from its guarantee obligations towards the Customer upon transfer to the Customer of any claims the Contractor may have on such third parties.
- 13.10 The Customer shall enable the Contractor at its request to carry out its guarantee obligations without any restrictions.

14 Liability and indemnification

- 14.1 The Contractor shall never be obliged to pay any substitute or additional compensation for damage, except if and insofar as the damage suffered was inflicted intentionally or caused by gross negligence of the Contractor or its own employees.
- 14.2 The Contractor's liability for loss of profits, consequential or indirect damages is, however, at all times excluded, except in the case of intention on the part of the Contractor itself. Consequential damages in this paragraph shall in any event include (but not be limited to): loss of profits, loss of production, loss of use, loss of earnings and loss of operation and/or loss resulting from standstill.
- 14.3 In all cases in which the Contractor is obliged to pay compensation for damage, this shall never exceed, at its discretion, either the invoice value of the products, works and/or services in connection with which the damage was caused or, if the damage is covered by insurance of the Contractor, the amount which is actually paid in the matter by the insurer.
- 14.4 In all cases in which the Contractor owes a penalty, its obligation to pay damages is limited to payment of the amount of the penalty, without prejudice to the provision of article 5.6. Any penalty due is never higher than the amount of the actual loss suffered by the Customer.
- 14.5 Each claim against the Contractor, except those acknowledged by the Contractor, shall lapse on account of the mere expiration of a period of twelve (12) months after the claim arose.
- 14.6 Conditions which limit, exclude or establish liability, which can be invoked against the Contractor by suppliers or subcontractors of the Contractor in connection with the products, works and/or services, can also be invoked by the Contractor against the Customer.
- 14.7 The employees of the Contractor or independent contractor(s) engaged by the Contractor for the implementation of the agreement, can, with respect to the Customer, invoke all defenses to be derived from the agreement as though they themselves were party to that agreement.
- 14.8 The Customer shall hold harmless and indemnify the Contractor, its employees and independent contractors engaged by it for implementation of the agreement against each claim by third parties in connection with the implementation of the agreement by the Contractor, insofar as these claims are greater than or different from those to which the Customer is entitled with respect to the Contractor.
- 14.9 With respect to the products, works and/or services supplied by the Contractor, the Customer shall strictly observe national and international governmental export, import and user restrictions. It shall hold harmless and indemnify the Contractor with respect to damage suffered by the Contractor as a result of any violation of these restrictions.

15 Rescission

- 15.1 In the event a party is declared bankrupt, requests (temporary) suspension of payments, proceeds to liquidate its business, as well as if its assets are seized in part or in its entirety and such seizure is not lifted for a period of at least thirty (30) days, the other party shall be entitled to suspend the implementation of the agreement or to rescind the agreement in part or in its entirety by means of a written statement without prior notice of default, such to its own discretion and always without prejudice to any rights to which it is entitled to compensation of costs, damages and interest.
- 15.2 In the event the Customer fails altogether to perform one or more of its obligations, or fails to do so in a timely or proper manner, the Contractor shall be entitled to suspend the implementation of the agreement or to rescind the agreement in part or in its entirety by means of a written statement without prior notice of default, such to its own discretion and always without prejudice to any other rights of the Contractor to which it is entitled under the agreement for compensation of costs, damage and interest.
- 15.3 The Customer shall only be entitled to rescind the agreement in the events described in articles 5.7, 10.3, 15.1 and 16.5 of these conditions and in such cases only after payment of all amounts owed to the Contractor at that time, whether or not due.
- 15.4 If the agreement terminates pursuant to article 15.2 before the agreed products, the works related thereto and/or services are completed or supplied, the Contractor is entitled to the full amount of the agreed price for these products, the works related thereto and/or services, decreased by the amount of savings arising directly from the termination and increased by the amount of additional costs resulting from such termination, all this with prejudice to the Contractor's rights to claim compensation for damage suffered as a result of the Customer's failure to perform one or more of its obligations.
- 15.5 If the agreement ends pursuant to article 15.3, the Contractor is entitled to the pro rata price for the products already supplied and/or the works already carried out and/or services already performed, decreased by the savings arising directly from the termination. Costs already incurred or investments already made by the Contractor at the time of the termination of the agreement must always be completely reimbursed by the Customer.

16 Force Majeure

- 16.1 Notwithstanding the right of a party to invoke the provisions of Dutch law with respect to force majeure, either party shall be entitled to invoke force majeure if the implementation of the agreement is, in whole or in part, temporarily or not, prevented or impeded by circumstances reasonably out of its control, including acts of terrorism, war,

hostilities, invasion, acts of foreign enemies, mobilization, requisition or embargo, rebellion, revolution, insurrection or military or usurped power or civil war, explosion, fire, earthquake, excessive and extraordinary floods, other adverse weather condition, riot, sabotage, commotion, strike or disorder, including site or building blockades, delayed delivery of materials and/or parts ordered from third parties, restriction in the use of power, currency, export restrictions, accidents and interruptions of business operations.

- 16.2 A party of which the performance is affected by force majeure shall forthwith notify the other party thereof in writing, failing which the other party is entitled to claim compensation of any additional costs incurred by such party which costs could have been avoided if the notification had been (timely) given. A notification will also be given forthwith upon ending of the force majeure event.
- 16.3 In the event of force majeure, the obligations of the party of which the performance is affected by force majeure, are suspended. Such party shall use its best efforts to minimize the effect of occurrence and to take the necessary remedial measures.
- 16.4 In case of a force majeure event which affects performance by the Customer, all costs incurred by the Contractor for securing and protecting the products, works and/or services related thereto during the period that the force majeure continues, shall be fully reimbursed by the Customer to the Contractor.
- 16.5 If the force majeure continues for a period of more than 6 (six) months, both parties are entitled to rescind the non-feasible parts of the agreement by a written declaration, without prejudice to the provisions of article 15.

17 Anticipated non-performance by the Customer

Notwithstanding any other provisions in these conditions, the Contractor shall be entitled to suspend the performance of its obligations in the event that the Customer fails to timely or adequately fulfill any of its obligations. Such failure is also deemed to occur if the presumption is reasonably justified by the relevant facts that the Customer shall not timely or adequately perform its obligations.

18 Disputes and applicable law

- 18.1 All disputes arising in connection with the Agreement, or further agreements resulting therefrom, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The arbitral tribunal shall be composed of three (3) arbitrators. The arbitral tribunal shall be appointed according to the list procedure. The place of arbitration shall be Rotterdam, the Netherlands. The proceedings shall be conducted in the English language. The arbitral tribunal shall decide in accordance with the rules of law.]

18.2 The relationship between the Contractor and the Customer, which includes the agreement and the phase prior thereto, shall be governed by Dutch law. The applicability of the 1980 United Nations Convention on Contracts for the International Sale of Products is hereby expressly excluded