

MTECK B.V.

General terms and conditions

Article 1. Definitions

- 1.1. Unless otherwise defined in these general terms and conditions, all terms used shall have the following definitions:
 - a. Mteck: Mteck B.V., a private limited company, located in Oude-Tonge, Boezemweg 13F, the Netherlands. Mteck B.V. is user of these general terms and conditions;
 - b. Client: each natural person or legal entity that has engaged Mteck to perform work or that receives an offer which is governed by these general terms and conditions;
 - c. Agreement: the contract between Mteck and the client.

Article 2. General

- 2.1. These general terms and conditions are applicable to all legal relationships between Mteck and the client, including all offers, proposals, engagements, juridical relationships and agreements, whatever their nature and cause, where Mteck has undertaken or undertakes to perform work for the client.
- 2.2. If Mteck executes the agreement with the assistance of third parties, the relevant (contract and/or guarantee) terms and conditions of that transaction will also apply to the agreement between Mteck and the client.
- 2.3. Any deviation of these terms and conditions should be made clear in writing.
- 2.4. The applicability of any conditions of the client is expressly rejected.
- 2.5. If one or more of the provisions of these general terms and conditions are invalid or set aside, the remaining provisions of these general terms and conditions shall remain applicable in full. Mteck and the client will in that case enter into consultation with a view to making agreement on the substitution of the invalid provisions with new ones that approach as closely as possible the purpose and the tenor of the original provisions.

Article 3. Offers and agreements

- 3.1. All offers issued by Mteck shall be without engagement. Mteck reserves the right to revoke an offer, even after the client has accepted the offer.
- 3.2. The client warrants the accuracy and completeness of the information, measurements, requirements, performance specifications and other data on which Mteck bases his offer and which have been stated by or on behalf of the client to Mteck
- 3.3. Additions and/or changes to the offer (-acceptation) are only binding on the Parties if these have been confirmed by Mteck.
- 3.4. A composite price statement does not oblige Mteck to perform part of the offer at a corresponding proportion of the stated price.
- 3.5. Offers shall not apply automatically to future orders.
- 3.6. Mteck cannot be bound by the offer if the offer (including offers on Mteck's website and promotional materials) contains a mistake, which should reasonably be recognized as a mistake by the client.
- 3.7. Drawings, photos, models, designs, catalogues, folders and brochures, pictures and the like are only meant to give the client an idea of and provide general information about the range of products offered by Mteck and so no rights can be derived from them unless specific reference is made to them in the offer.
- 3.8. Offers (including budgets, plans, catalogues or other documents) may not be reproduced without Mteck's permission, nor disclosed to third parties for inspection.
- 3.9. The client agrees to maintain the offer and all its elements in strict confidence.
- 3.10. If no contract is concluded between Mteck and the client, the client shall return all proposals, offers and further documentation to Mteck at Mteck's first request for him to do so.

Article 4. Prices and travel expenses

- 4.1. Prices set by or agreed to with Mteck are in euro's and exclusive of taxes.
- 4.2. Stated prices are exclusive of additional costs such as travel expenses.
- 4.3. Travel expenses, travel time and other charges will be invoiced separately at the actual costs incurred and against standard rates (€0,60 per kilometre), unless otherwise is agreed in writing.

Article 5. Execution of the agreement

- 5.1. Mteck will render all services to the best of his knowledge and ability and in conformity with generally accepted professional standards.
- 5.2. If and in so far as required for the correct execution of the agreement, Mteck reserves the right to have the work carried out by third parties.
- 5.3. Mteck is entitled to request for sufficient and adequate security, in default of which Mteck may suspend the execution of the agreement.
- 5.4. Work is carried out during normal working hours at Mteck, unless otherwise is agreed in writing.
- 5.5. Mteck will keep the client informed on the execution of the agreement. On the client's request, Mteck will provide the client with all relevant information.

Article 6. The client's co-operation

- 6.1. The client ensures that all data, of which Mteck indicates to be necessary in order to execute the agreement, or which the client is reasonably to understand that it is necessary to execute the agreement, is provided to Mteck in time. When the data, necessary to execute the agreement, is not provided in time, Mteck is entitled to postpone the agreement and/or charge the client with the additional costs coming from the delay.
- 6.2. The client is responsible and liable for the accuracy, comprehensiveness and reliability of the data and documentation made available to Mteck, even if these were obtained from or via third parties.
- 6.3. The client shall provide Mteck, 5 working days before the start of contractually agreed services, with at least:
 - a. The location on which Mteck has to perform the agreed work (cleared entirely);
 - b. Sufficient space for the supply, storage and/or the removal of material and tools;
 - c. Electricity and all reasonable requirements for the proper execution of the work.
- 6.4. The client will not charge Mteck for providing the above.
- 6.5. The client shall schedule and conduct work and materials delivered by third parties to avoid causing unnecessary inconvenience and delay. If any delay is caused by the client's fail to do so, client is to be held liable for any damage.
- 6.6. The client shall ensure that Mteck is immediately informed of facts and circumstances that may be important in connection with the proper performance of the work.
- 6.7. The client shall give Mteck the reasonable opportunity to carry out all agreed activities undisturbed and in good safety. The client must refrain from any disturbing or interrupting activities.
- 6.8. The client will provide Mteck in a timely manner with access to the working space(s).
- 6.9. Any delay in the provision of access to the working space(s) will automatically result in additional costs (including travel expenses and hourly rates) for the client.
- 6.10. It is the client's sole responsibility to comply with all applicable legal obligations and other obligations that are imposed on the client by an administrative or judicial authority.
- 6.11. The client clears Mteck of any claims by third parties, which have suffered damage as a result of the execution of the agreement and that have a cause that can be attributed to the client.
- 6.12. The client is responsible for the correct awareness and observance of all applicable laws and regulations in the client's country of residence.
- 6.13. When the measurements given or confirmed by, or on behalf of, the client, based on which Mteck has had the products and accessories manufactured, do not match the actual measurements, Mteck is entitled to payment by the client of all costs regarding the adjustment of the products. When adjustments cannot be made, the client will reimburse all expenses, such as the material, made on his behalf in this matter. The delivery time will be such extended as may be regarded reasonable, taking into account all circumstances.
- 6.14. The client shall use the delivered work as follows from provided instructions or technical specifications.
- 6.15. Any additional costs and extra fees due to a delay in the execution of the agreement resulting from a failure to make the requested information, documents, facilities and/or staff available, or to do so on time or in a proper manner are for the client's account.

Article 7. Additions and changes

- 7.1. If it is deemed to be necessary that some of the activities of the contract are to be carried out otherwise than agreed by parties, parties will agree in mutual consultation to adapt the agreement.
- 7.2. The time for delivery may be suspended if any additions and/or changes to the contract are made Mteck and/or the client.
- 7.3. Mteck must inform the client accordingly about the financial consequences thereof.

Article 8. Delivery

- 8.1. The agreed date of delivery of certain items or completion deadline for certain activities is never a fatal deadline.
- 8.2. Mteck shall be entitled to suspend the time for delivery as agreed by the period of delay, caused by force majeure (article 19) or caused by the discharge of any obligation of the client.
- 8.3. The mere fact that a stated or agreed delivery or other period has been exceeded shall not cause Mteck to be in default.
- 8.4. Delivery shall be deemed to have been made on the date that the goods are made available for collection by the client and Mteck has given notice to the client that the goods are ready for collection. The work shall be deemed delivered and accepted if the client appears to have taken control of the work.
- 8.5. Upon delivery, the client is obliged to check whether the products comply with the agreement. The client shall notify Mteck immediately of any visible defects. Mteck shall be allowed a reasonable period of time to check the client's complaints and to take care of recovery or reimbursement.
- 8.6. The client shall collect the products as soon as possible after notification is given or after delivery has been made.
- 8.7. Non-accepted or non-collected orders are stored by Mteck at the client's expense and risk.

Article 9. Transfer of risk

- 9.1. Unless otherwise agreed, delivery is Ex Works (Incoterms 2010). The risks attached to the products shall transfer to the client at the time at which they are made available to the client.
- 9.2. Notwithstanding the provisions of article 8, parties can agree that Mteck will arrange transport. The risks attached to the storage, loading, transport and unloading remain with the client. The client may take out insurance to cover those risks.
- 9.3. Installation and putting into operation of any products will at all times be at the risk of the client.

Article 10. Term of delivery and agreed fees

- 10.1. Mteck is entitled to extend the term of delivery and/or to increase agreed fees:
 - a. In case of force majeure;
 - b. If the client fails to meet any of his obligations;
 - c. In the event of unexpected circumstances, to such an extent that Mteck cannot reasonably be expected to perform as agreed.
- 10.2. If the amendment or addition to the agreement has any financial and/or quality implications, Mteck shall inform the client of those implications in advance. Mteck has the right to charge additional costs to the client.

Article 11. Fees

- 11.1. At the conclusion of the agreement, parties may agree a fixed fee.
- 11.2. If no fixed fee is agreed, the fee will be determined based on the amount of hours actually worked. The fee is calculated according to the usual hourly rates of Mteck for the period in which the work is done, unless a deviating hourly rate has been agreed.
- 11.3. Mteck is at all times entitled to pass on demonstrable price increases to the client.
- 11.4. Mteck is entitled to increase the fee if, during the performance of the work, it becomes apparent that the originally agreed or anticipated amount of work was underestimated when the contract was entered into, for reasons that cannot be attributed to Mteck, to such an extent that Mteck cannot reasonably be expected to perform the agreed work for the originally agreed fee.
- 11.5. Price increases shall be announced by Mteck in writing. Such announcement will be made timely, before the increases will take effect.

Article 12. Materials

- 12.1. Mteck shall deliver products that comply with normal commercial quality standards unless special features have been expressly agreed on in writing.
- 12.2. Minor deviations relating to quality, quantity, width, colour, size or workmanship, deemed permissible in the market or technically unavoidable, and/or deemed normal, may not constitute grounds for complaint or whatsoever.

Article 13. Guarantee

- 13.1. With regard to objects supplied by third parties, the guarantee obligations of Mteck shall never be greater or of longer duration than the guarantee obligations of the supplying party towards Mteck. Any other guarantee obligations can be agreed in written by parties.
- 13.2. For products that are not new a guarantee is only valid for and so far as this has been explicitly agreed.
- 13.3. In case of defects which are covered by the guarantee, Mteck will, at his sole discretion, repair the goods or replace the goods, or repay (a proportion of) the fee already paid.
- 13.4. The guarantee period shall commence at the moment of delivery.
- 13.5. All guarantee obligations lapse if:
 - a. the client fails to report the defects immediately after discovery, in writing or via e-mail;
 - b. any repairs, changes and/or replacements have been carried out;
 - c. the products are not used in conformity with Mteck's instructions;
 - d. defects are resulting from improper use or neglect on the part of the client and/or his staff;
 - e. the products are not used in conformity with generally accepted directions for use;
 - f. defects are caused by normal wear;
 - g. defects are the result of external circumstances such as fire, natural disasters, corrosive air, explosions, terrorism, detergents, salt water, smoke, dirt accumulation, landslides, floods and weather conditions such as storms, tornado's hurricanes, lightning and extreme high or low temperatures;
 - h. defects are a result of any governmental regulation regarding the nature or quality of the materials used;
 - i. damage has been caused by third parties;
 - j. defects are a acceptable unavoidable deviation;
 - k. defects are a result of components or products supplied by a party other than Mteck;
 - l. defects are a result of the product being used or applied for purposes other than for which it is intended.
- 13.6. The replacement of products does not extend the guarantee period.
- 13.7. If and for so long as the client has not satisfied his obligations towards Mteck, the client can not invoke any rights of guarantee.
- 13.8. The client must allow Mteck (or third parties engaged by Mteck) to investigate the guarantee claim.
- 13.9. Mteck cannot be obliged to accept the client's guarantee claim.

Article 14. Cancellation

- 14.1. If the client cancels the agreement in whole or in part, Mteck shall charge the client for all activities carried out as well for all reasonable costs that arise from obligations already commenced by Mteck.
- 14.2. The above does not affect the liability of the client for the financial damages resulting from the cancellation.
- 14.3. Confirmed orders for products cannot be cancelled by the client.

Article 15. Payment

- 15.1. Payment must be arranged within 30 days of the invoice date, in the currency of the invoice.
- 15.2. If the client fails to remit payment within the 30-day period, the client shall be held in default by operation of law without formal notice. The client shall in that case be liable for the payment of interest equal to the statutory commercial interest rate at that time. Mteck will be allowed to claim the in court and out of court costs with the client. The client also owes interest over the collection fee due.
- 15.3. In the event of the client being liquidated, declared bankrupt or granted suspension of payment, the claims of Mteck on the client shall become immediately due and payable.

Mteck may suspend its performance and is, without judicial intervention, entitled to terminate the agreement.

- 15.4. Mteck reserves the right to have payments made by the client extend first to payment of costs, then to outstanding interest and finally the principal amount and the current interest, even if the client states that the payment relates to other invoices or bills.

Article 16. Retention of title

- 16.1. All goods delivered or to deliver shall remain the property of Mteck until receipt of payment in full of the amounts due by the client to Mteck in respect of any delivery, including interest and costs.
- 16.2. As long as the goods are still Mteck's property, the client may not:
- a. Pledge the products;
 - b. Encumber the products;
 - c. Sell the products except in the context of normal business operations.
- 16.3. The client will keep the products under retention of title carefully and recognizable as Mteck' property.
- 16.4. In the event of the client failing to meet his contractual obligations and Mteck wishing to exercise his property rights as provided for in this article, the client hereby gives unconditional and irrevocable permission, now for then, for Mteck or third-parties engaged by Mteck to enter the places where the property of Mteck is located and to repossess that property.
- 16.5. If the client combines, mixes, mingles or processes the goods subject to retention of title with other goods, or if he transforms them using other goods, Mteck shall become co-owners of the new products in the proportion of the invoice value of the goods subject to reservation to that of the new products. The new products shall be regarded as goods subject to reservation as defined in this retention-of-title clause.

Article 17. Suspension and termination

- 17.1. Mteck has the right to suspend performance of the agreement if:
- a. Mteck is likely to be exposed to harmful substances;
 - b. The conditions, as well as the used materials, do not comply with the applicable law requirements;
 - c. Mteck becomes aware of circumstances that give good grounds to presume that the client will not meet his obligations. If there are good grounds for presuming that the client will only meet his obligations in part or not adequately, the suspension shall only be permitted if justified by the shortcoming.
- 17.2. Mteck has the right to dissolve the contract in whole, when the client fails to meet (part of) its obligations completely, or timely, following a proper notice of default.
- 17.3. Mteck is further authorised to dissolve the contract or have it dissolved if circumstances arise of such a nature that compliance with the contract is no longer possible or can no longer be required according to the standards of fairness and equity of if circumstances arise of such a nature that the contract cannot reasonably be left in effect in unamended form.
- 17.4. If the client is declared insolvent or bankrupt or if a petition is filed for the client's compulsory liquidation or bankruptcy, attachment, debt rescheduling regulations or any other circumstance that prevents the client from free access to its assets, Mteck shall have the right to dissolve the agreement in whole or in part or to suspend performance of the agreement.

Article 18. Liability and limitations

- 18.1. Mteck cannot be liable for any damage, direct or indirect, resulting from:
- a. Force majeure (article 19 of these general terms and conditions);
 - b. Any act or omission of the client, his subordinates or other persons employed by or for the client.
- 18.2. Mteck cannot be held liable for damages of any kind, resulting from false and/or incomplete information provided by the client.
- 18.3. Mteck cannot be held liable for any claims, expenses or damages which may result from accidents due to the negligence or misuse or misapplication of any goods supplied by Mteck.
- 18.4. Mteck does not accept any liability for loss resulting from the incorrect or improper use of the goods supplied by Mteck, or resulting from the use of products which are modified by the client or any third party.

- 18.5. Mteck does not accept any liability for loss or damage resulting from the client not following up Mteck's advice.
- 18.6. The client shall compensate Mteck in case of replacement at current selling price or repair at current charges, for loss of or damage to Mteck's equipment (goods, materials, tools, machinery), occurred during execution of the agreement or while being stored at the client's location.
- 18.7. Mteck is not liable for damages consisting of or caused by faults relating to the function and quality and/or the suitability of the materials as well as other items that have been prescribed for use or that are provided by the client.
- 18.8. Mteck is not liable for any loss or damage caused directly or indirectly by delays or other interruptions in the work due to a breakage, falling or similar breakdown of the crane or other machinery. Such failure or interruption is the client's risk. The client should take out insurance to cover such damage, if deemed desirable.
- 18.9. Mteck is not liable to the client for any incidental, indirect, special or consequential damages arising out of or in connection with the contract. Consequential damage includes loss of goodwill, damage through business interruptions, lost profits, lost savings, production loss, loss caused by delays, unloading charges, rental costs, loss of cooling capacity, damage as a result of delay and indirect damage, regardless of their origin.
- 18.10. Mteck is not liable for any damage caused by the client failing to meet his obligations arising from these terms and conditions, the agreement between Mteck and the client or arising from the applicable law/regulations.
- 18.11. Mteck's liability for losses or damage suffered by the client as a result of the contract is limited by the amount of which Mteck's liability is insured. In the event of the damage, attributable to Mteck, is not paid by the insurer of Mteck, the liability of Mteck will not exceed the costs of the original order. Mteck has no liability whatsoever beyond a maximum sum of €10.000,00.
- 18.12. These limitations on the liability of Mteck are not applicable if the damage is caused by intent or serious misconduct by Mteck or any of its managerial subordinates.
- 18.13. Any right of action and other powers of the client against Mteck on any account whatsoever will end upon the lapse of one (1) year after the moment when the client became aware or could reasonably be aware of the existence of the right or powers in question.
- 18.14. The client will indemnify Mteck against any and all claims of third parties for product liability arising from defects in products provided by the client to third parties, consisting of or including products and/or materials provided by Mteck.

Article 19. Force majeure

- 19.1. Mteck is not obliged to fulfill any obligation if prevented from doing so as a result of force majeure. Force majeure is in any case: extreme weather (such as storm, tornado's, lightning, flood); landslide; earthquake; acts of terrorism; outbreak of military hostilities; strikes or other labour unrest; war or war threats; loss or damage of goods during transport thereof; the non or late delivery of goods to Mteck by its suppliers; export or import bans; fires, breakdowns or accidents in the company of Mteck or its supplier; measures of any domestic, foreign or international government.
- 19.2. The term 'force majeure' shall also be taken to mean a failure of Mteck's suppliers.
- 19.3. In a force majeure situation, Mteck shall be entitled to cancel, suspend or modify the agreement until the extraordinary circumstances have ceased to exist. Mteck can never be liable for any direct or indirect damages due to events of force majeure.
- 19.4. If the force majeure situation has exceeded a period of two months, either Party shall have the right to terminate the agreement by dissolution in writing. In that event, all that has already been performed pursuant to the agreement shall be settled proportionally.

Article 20. Confidentiality

- 20.1. Each party shall hold the other party's confidential information in confidence and shall not disclose such confidential information to third parties nor use the other party's confidential information for any other purpose other than necessary to perform under this agreement. Information shall be considered to be confidential if the other party has indicated so or if the confidential character results from the nature of the information.
- 20.2. If Mteck is requested by a governmental entity to disclose any confidential information, Mteck may disclose such information to competent government authorities to the extent necessary to ensure compliance with applicable laws or court orders. Mteck shall not be liable for

damages or compensation, and the client is not entitled to terminate the agreement on account of any resulting damage.

Article 21. Intellectual property

- 21.1. All intellectual or industrial property rights to any analyses, designs, documentation, reports, sketches, programs or other materials developed or provided under the agreement shall solely be held by Mteck or its licensors.
- 21.2. Except as expressly permitted by Mteck in written, the client is not allowed to copy (other than for internal use), reproduce, display or publish any of the works and materials (analyses, designs, documentation, reports, sketches, programs, etc.) provided by Mteck.
- 21.3. The client indemnifies Mteck against claims filed by third parties concerning intellectual property rights on material or data provided by the client, which shall be used for and during the execution of the agreement.

Article 22. Applicable law and disputes

- 22.1. The Dutch text of these General Terms and Conditions shall prevail over any translations thereof.
- 22.2. The agreements between Mteck and the client shall be governed by Dutch law.
- 22.3. Disputes which might arise between the client and Mteck from any agreement concluded by Mteck with the client or from any further agreements possibly resulting therefrom, shall be submitted to the competent court in the district where the Mteck is established.