

General Terms and Conditions

Vanderkamp Pompen / Handelsmij Van der Kamp B.V.

1. General provisions

- 1.1. These terms and conditions shall apply to all legal relationships with Vanderkamp Pompen including all consultancy and implementation work in respect of the pumps, installations and fittings made available by Vanderkamp.
- 1.2. In these general terms and conditions, the terms set out below are capitalised and have the following meanings, unless expressly stated otherwise:
 - A. **Current market value:** the market value of the rented item on a particular day.
 - B. **Defect:** a fault in the rented item attributable to Vanderkamp which arose before or during the rental period as a result of which the rented item does not function properly.
 - C. **Offer:** the written offer made by Vanderkamp to the hirer or client.
 - D. **Assignment:** the written or oral assignment, order or reservation given to Vanderkamp by a hirer or client.
 - E. **Confirmation of the assignment:** the written acceptance by Vanderkamp of an assignment from the hirer or client.
 - F. **Agreement:** the agreement/rental agreement between Vanderkamp and the hirer or client.
 - G. **Written/in writing:** by means of a document on paper or by email.
 - H. **Vanderkamp:** the private limited company Handelsmij Van der Kamp B.V., also T/A Vanderkamp Pompen, Van der Kamp Pompen and/or Van der Kamp Pompverhuur, listed in the Commercial Register under number 05050454.

2. Formation of agreement, period and price

- 2.1. An Agreement shall be formed by the Confirmation of the Assignment or the written acceptance of the Offer by the hirer. The Confirmation of the Assignment or written acceptance of the Offer shall be deemed to represent the content of the Agreement accurately and completely. In the event of any conflicts between the Agreement and the General Terms and Conditions, the Agreement shall prevail.
- 2.2. An Agreement shall also be formed if Vanderkamp has implemented an Assignment from the hirer with the consent or tacit approval of the hirer.

- 2.3. The Agreement shall be concluded at the agreed price or - if no price has been agreed - at the prices which Vanderkamp usually charges for the rented items or for its consultancy or implementation work at the moment of formation of the Agreement. All prices shall be exclusive of VAT.
- 2.4. Vanderkamp shall be authorised to adjust the prices once every 12 months for the duration of the Agreement on the basis of the producer price index figures (series PPI Machine Industry).
- 2.5. An Agreement shall be effective for the agreed period. The rental period shall commence on the date of dispatch. If the use of the rented item continues after the rental period, the rental agreement shall be deemed to have been extended on the same conditions.
- 2.6. If no rental period has been agreed, the rental shall be effective indefinitely. In the latter case, the rental agreement may be terminated by the hirer with due observance of a notice period of one working day.
3. **Delivering, making available and/or installing, delivery time, risk**
 - 3.1. The rented item may be collected or shall be delivered and/or installed at a location designated by the hirer, in accordance with the Confirmation of the Assignment or specifications agreed otherwise. The hirer must ensure that the place of delivery is easily accessible via paved roads and is suitable for delivery and placement of the rented item.
 - 3.2. A delivery period stated by Vanderkamp shall be based on the circumstances applicable at the time of conclusion of the Agreement and, in so far as dependent on performances by the hirer, or third parties, on the period in which the hirer or those third parties deliver those performances.
 - 3.3. A delivery period stated by Vanderkamp shall be observed by Vanderkamp as far as possible, but shall not be a final deadline. If the rented item is not delivered in time, the hirer must first give Vanderkamp notice of default and give Vanderkamp a reasonable period within which to deliver the rented item.
 - 3.4. The rented item shall be deemed to have been delivered and the risk shall transfer to the hirer:
 - (a) In the event of delivery ex works Vanderkamp; at the moment of the actual granting of possession;
 - (b) In the event of delivery at another location: The moment the rented item has been unloaded from the means of transport at the agreed location.
 - 3.5. If the hirer arranges transport of the rented item, transport is at the hirer's risk and expense. The hirer indemnifies Vanderkamp against any claims by third parties in this matter.
 - 3.6. The hirer must ensure that a person authorised to take delivery of the rented item is present at the agreed delivery address and time. This person must be able to identify him/herself upon request. If no authorised person is present, Vanderkamp of be entitled to take back the rented item. Any costs incurred in connection with this, including loss of rent and transport costs, shall be at the expense of the hirer.

4. Hirer's obligations, inspection, use and insurance of rented items

- 4.1. The hirer must inspect the rented item for visible defects prior to, upon or during delivery. If the hirer fails to do so or takes delivery of the rented item without any comments after inspecting it, the rented item shall be deemed to be in accordance with the Agreement.
- 4.2. The hirer will treat the rented item with all due care, protect the rented item efficiently and use it in accordance with the instructions for use. Specifically, the hirer will only use the rented item to pump or transport the agreed matter. The hirer must check at least once a day whether the hired item is functioning properly and notify Vanderkamp of any faults without delay (within 24 hours).
- 4.3. The hirer is prohibited from re-letting the rented item, allowing its use or otherwise making it available to a third party or disassembling and/or repairing it (or having this done), or allowing unqualified staff to use the rented item.
- 4.4. The hirer is not permitted to transport the rented item to another place than the agreed place of delivery.
- 4.5. If third parties wish to establish or enforce any right on the rented item or if there is damage to the rented item, or circumstances which may reasonably lead to damage, the hirer shall be obliged to notify Vanderkamp without delay.
- 4.6. The hirer shall be liable for all direct damage and loss and for indirect damage and loss (such as consequential damage or loss, loss due to delay and loss of profits) arising from a Defect in the rented item, defective functioning of the rented item and for all damage to the rented item during the rental period. In the event of loss, theft, destruction of or damage to the rented item during the rental period, the hirer shall be obliged to notify Vanderkamp without delay. The hirer shall be obliged to fully compensate Vanderkamp. In the event of loss, theft or destruction of the rented item, the hirer must pay Vanderkamp the Current Market Value of the rented item.
- 4.7. Vanderkamp has not taken out any insurance against the damage or loss as referred to above in 4.6, unless agreed otherwise in writing. If required, the hirer shall have to take out insurance himself to cover these risks.
- 4.8. If the rented item temporarily does not function or functions defectively due to a Defect in the rented item caused by improper use by the hirer, the hirer shall be liable for all damage resulting from this and the rent shall remain payable by the hirer for the duration of the repair work.

5. Maintenance and repairs

- 5.1. The costs of the energy use of the rented item shall be payable by the hirer.
- 5.2. If the rented item does not function or does not function properly, the hirer shall be obliged to notify Vanderkamp without delay (within 24 hours). Vanderkamp will try to repair the Defect as soon as reasonably possible. Vanderkamp shall not be liable for any damage or loss which has arisen from and after a late report of a Defect in the rented item.

5.3. The costs of maintenance, repairs and replacement of the rented item resulting from faults in material or structural defects, or resulting from normal wear and tear or corrosion, shall be payable by Vanderkamp. In case of maintenance, repairs and replacement outside the Netherlands the travel-and transport costs shall be payable by the hirers. The hirer shall only be entitled to a reduction in the rent if Vanderkamp fails to fulfil its maintenance, repair or replacement obligation adequately or quickly enough.

5.4. In the event of Defects in the rented item, Vanderkamp shall be entitled to replace the rented item with an equivalent item for the duration of the rental period, without any right to termination or compensation for the hirer arising from this. The hirer must fully cooperate in this.

6. End of rental agreement

6.1. At the end of the rental agreement, the hirer must make the rented item available to Vanderkamp in the same condition it was in at the start of the rental agreement, subject to normal wear and tear. The hirer shall remain responsible for the rented item at all times until the rented item has been delivered to Vanderkamp.

6.2. The hirer shall owe compensation equal to the rent for the period between the end of rental agreement and the date on which the rented item was delivered to Vanderkamp in Zwolle (NL), unless the late delivery is attributable to Vanderkamp.

6.3. The hirer shall be liable for all repair and cleaning costs incurred by Vanderkamp if the rented item is returned to Vanderkamp damaged, without prejudice to the right of Vanderkamp to claim compensation for other damage or loss, such as loss of rent.

6.4. If it has been agreed that Vanderkamp will collect the rented item from the agreed location, the hirer must ensure that a person authorised to deliver the rented item to Vanderkamp is present on the collection date. This person must be able to identify him/herself upon request. In the event of a failure to perform this obligation in a prompt or proper manner, any costs arising from this (including loss of rent and transport costs) shall be payable by the hirer.

7. Liability of Vanderkamp

7.1. The liability of Vanderkamp shall be expressly limited to direct damage or personal injury to property or persons of the hirer, caused by a Defect in the rented item to be proved by the hirer, or caused by wilful misconduct or gross negligence by Vanderkamp.

7.2. The liability shall also be limited to the amount paid out by the insurance or liability insurance of Vanderkamp, if it's an insured issue.

7.3. Any liability for other damage or loss, consequential damage or loss, and financial loss, by whatever name, including loss of profits or turnover, loss due to delay, loss owing to stoppage, is explicitly excluded.

7.4. Vanderkamp shall never be liable for damage suffered by the hirer as a result of the (temporarily or otherwise) defective functioning of the rented item, which (temporarily or otherwise) defective functioning is caused by the (temporarily or otherwise) defective functioning of equipment or installations or auxiliary equipment or installations which are indispensable for the

functioning of the rented item, if this equipment or these installations (auxiliary or otherwise) have been obtained from the hirer himself or from third parties.

- 7.5. The liability of Vanderkamp shall furthermore be limited to an amount equal to the price for the rental period of the rented item from which the damage has arisen.
- 7.6. If and in so far as no payment is made under insurance, or Vanderkamp cannot rely on a limitation of liability as referred to above, any liability shall be limited to an amount of €100,000.
- 7.7. The action for an attributable failure by Vanderkamp shall lapse if the hirer has not complained to Vanderkamp in writing and stating reasons within two months after he discovered or reasonable ought to have discovered the failure.
- 7.8. Any action of the hirer against by Vanderkamp shall lapse 12 months after the end of the Agreement.

8. Payment, provision of security

- 8.1. Vanderkamp shall be entitled to send an invoice for each rental period of two weeks. Payment must be made within 30 days of the invoice date. This is a final deadline, so that the hirer shall be in default if this period is exceeded, without any further notice of default being required.
- 8.2. The hirer shall not be entitled to offset any counterclaim(s) (supposed or otherwise) and/or suspend payment by reason of a failure (supposed or otherwise) by or liability of Vanderkamp.
- 8.3. In the event of late payment, the hirer shall owe statutory commercial interest, the extrajudicial collection costs based on 10% of the unpaid amount, or the collection costs actually incurred if these exceed 10% of the unpaid amount.
- 8.4. Vanderkamp shall be entitled to charge advance payments, or to demand the provision of a bank guarantee or other security for that which the hirer owes or will owe pursuant to the Agreement, prior to or during the rental period.
- 8.5. If the hirer is in default of one or more of his payment obligations, all other claims of Vanderkamp shall become due and payable immediately and in full.

9. Suspension and early termination

- 9.1. If the hirer fails to perform his contractual obligations, or fails to perform these in a prompt or proper manner, Vanderkamp shall be entitled to suspend its obligations.
- 9.2. If the hirer is in default, if the hirer has filed for bankruptcy or applied for suspension of payment (provisional or otherwise), if the hirer is declared bankrupt or attachments are made of the hirer's assets, Vanderkamp shall be authorised to terminate the Agreement extrajudicially, without prejudice to its right to claim compensation. In that case, Vanderkamp shall be authorised to retrieve the rented item from the hirer, provided the hirer is notified of this at least 24 hours in advance. The hirer undertakes in advance to render Vanderkamp the necessary assistance in this case. In such an event, Vanderkamp shall not be liable for any damage or loss suffered by the

hirer in connection with the retrieval of the hired item. The costs involved in the retrieval shall be payable by the hirer.

10. Force majeure

- 10.1. During a circumstance of force majeure, the obligations of Vanderkamp shall be suspended. If the period during which performance of the obligations by Vanderkamp is not possible lasts longer than two weeks, both parties shall be authorised to terminate the Agreement without judicial intervention, however without Vanderkamp being liable for compensation in such an event.
- 10.2. If Vanderkamp has already performed part of its obligations when the circumstance of force majeure arises, the agreed payment for that part shall remain payable by the hirer.
- 10.3. Force majeure within the meaning of this article shall in any case be understood to mean inability to perform due to circumstances which were unforeseeable when the Agreement was concluded and which are beyond the control of Vanderkamp. This shall also be understood to mean the failure to perform or to perform promptly by suppliers of Vanderkamp, fire, high/too high water levels, extreme weather conditions, strikes, road blocks, cessation of work, interruptions in the supply of fuel or power and furthermore all unforeseeable sudden defects in the rented item or auxiliary equipment or installations.

11. Assignment, advice, Design & Construct

- 11.1. In so far as an Agreement with Vanderkamp entails (among other things) Vanderkamp providing advice on installations, pumping units or their construction, or designing and/or constructing these (or having them designed or constructed), together with the client or otherwise, the above provisions shall also apply in so far as they are applicable to that situation, in which case 'hirer' is to be read as 'client' each time.
- 11.2. In addition, the following conditions shall also apply. In the event of any inconsistencies (inherent or otherwise) between the preceding and the following conditions, the condition most favourable for Vanderkamp shall apply.

12. Assignment

- 12.1. The assignment shall state in writing as far as possible:
- a clear description of the project, as well as the nature and extent of the work assigned to Vanderkamp;
 - the time at which or the period within which the assignment must be completed;
 - the payment arrangement;
 - if and if so, which work is assigned to Vanderkamp in respect of statutory duties of the client;
 - the way in which quality assurance will be organised;

- the way in which and if necessary the frequency with which consultations will be held between the parties.

12.2. Vanderkamp shall be obliged to perform the assignment properly and carefully and render its services to the best of its knowledge and ability.

12.3. The assignment shall be carried out in accordance with the agreed schedule. Unless expressly agreed otherwise by the parties, the deadlines in the agreed schedule shall not be final deadlines.

13. Client's obligations, CAR insurance

13.1. The client shall be responsible for the prompt provision of as well as the accuracy of the information, data and decisions required for the proper performance of the assignment provided by or on behalf of the client to Vanderkamp.

13.2. The client must provide the consultancy promptly with the information, data and decisions required for the proper performance and completion of the assignment.

13.3. The client shall ensure that Vanderkamp has available in good time:

- (c) All permissions under public and private law required for the performance of the work;
- (d) The site or the water where the work is to be carried out;
- (e) The drawings and/or other data required.

13.4. The client shall bear responsibility for the constructions and methods prescribed by the client, as well as for orders and instructions given by or on behalf of the client.

13.5. If there should be any defects in the building materials or tools made available by the client, the client shall be liable for the resulting damage or loss.

13.6. The client shall be liable for the functional unfitness:

- (a) of the building materials or tools prescribed by the client;
- (b) of the building materials or tools which must be obtained from a supplier prescribed by the client.

13.7. If statutory provisions or government decisions set higher requirements on the work than agreed in the Agreement, any changes to the work which are necessary to meet those requirements shall be charged as additional work.

13.8. The client must pay Vanderkamp the amounts due no later than on the dates agreed for these in the payment arrangement.

13.9. The client shall be obliged to warn Vanderkamp within two weeks if - and counting from the moment that - the client notices or ought to have been aware of a failure in the advice or implementation work by Vanderkamp.

13.10. The client shall indemnify Vanderkamp against any claims by third parties related to the consultancy and implementation work performed under the assignment to Vanderkamp.

13.11. If the Agreement entails (among other things) the creation of an object or work, the client must ensure that adequate CAR insurance is taken out which also covers damage or loss incurred by Vanderkamp and/or other contractors/subcontractors.

14. Cooperation with others

14.1. If the assignment involves Vanderkamp having to coordinate its work with that of other consultancy firms, architects or other experts engaged by the client, the client will determine, after consulting all those involved, who will be charged with coordinating this work and what each person's duties are. In the absence of such an instruction by the client, Vanderkamp shall not be responsible or liable for the coordination.

14.2. The coordination referred to in paragraph 1 shall mean at least that the coordinator will set a schedule for the performance of the assignment referred to in paragraph 1 in good time and in consultation with the other contractors and that, if the time limit is exceeded or other circumstances arise which may result in a delay or in damage or loss, he will consult them without delay and he will provide them with a written report of this.

15. Contract variations

15.1. Settlement of additional and less work shall take place:

- (a) in the event of changes to the assignment and/or contract documents;
- (b) in the event of deviations from the amounts of any provisional sums;
- (c) in the event of deviations from any estimated quantities;
- (d) in the event of deviations from adjustable quantities;
- (e) in those events for which settlement as additional or less work has been prescribed in the Agreement;

all as referred to in paragraphs 36, 37, 38 and 39 of the Dutch Uniform Administrative Conditions for the Execution of Works (UAV) 2012, without the UAV 2012 applicable to this Agreement.

15.2. The client and Vanderkamp shall agree in what way - as a lump sum or in instalments - and when the settlement of additional or less work or, if there is both additional and less work, of the balance thereof shall be made.

15.3. If nothing has been agreed about the manner and time of settlement of contract variations, this settlement shall be made as a lump sum after completion of the work.

16. Cost-increasing circumstances

16.1. Cost-increasing circumstances shall be understood to mean circumstances which are of such a nature that on formation of the Agreement the possibility of it occurring need not have been

taken into account, which are not attributable to Vanderkamp and which considerably increase the costs of the work.

- 16.2. If cost-increasing circumstances as referred to in the first paragraph arise, Vanderkamp shall be entitled to additional payment of an amount equal to the increase in costs.
- 16.3. If Vanderkamp is of the opinion that cost-increasing circumstances have arisen or will arise, he must notify the client of this in writing as soon as possible. Failing to report a cost-increasing circumstance shall not affect the right to additional payment. In such an even, the parties shall be obliged to consult each other about the question of whether cost-increasing circumstances have arisen and if so, to what extent the cost increase will be paid in accordance with the requirements of reasonableness and fairness.

17. Liability of Vanderkamp

- 17.1. Without prejudice to the provisions of article 7, an assignment as referred to in article 11 shall be subject to the following provisions.
- 17.2. If Vanderkamp has failed imputably in the performance of the assignment to advise on installations or pumping units or their construction, or to design and/or construct installations or pumping units or have this done, Vanderkamp shall only be liable for compensation consisting of the necessary costs to adjust the design and the costs of repairing the resulting Defects in the installations or pumping units.
- 17.3. The costs referred to in paragraph 2 shall never include costs that would have been incurred had the assignment been performed properly from the start ("anyway costs").

18. Applicable law and disputes

All agreements with Vanderkamp shall be exclusively subject to Dutch law.

In the event of any disputes, the Court of Overijssel, location Zwolle, shall have jurisdiction.