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GENERAL TERMS AND CONDITIONS of COFRA B.V. established in Amsterdam, hereafter to be called "Seller", registered at the Chamber of Commerce and Industry in Amsterdam, under number 3419.2072.

ARTICLE 1: GENERAL

- 1.1 These General Terms and Conditions apply to all agreements concluded by Seller, its realisation and furthermore to all quotations submitted by Seller.
- 1.2 A free copy of these General Terms and Conditions will be supplied by Seller on first application.
- 1.3 Deviations from these General Terms and Conditions are invalid unless agreed in writing by Seller and her counter party (the "Purchaser")
- 1.4 The application of general conditions employed by Purchaser, if any, is expressly refused by Seller.

ARTICLE 2: DEVIATIONS

- 2.1 Deviations in the purchase agreement, of whatever nature, are - subject to the provision in article 3.1 - invalid unless agreed in writing by Seller and Purchaser.

ARTICLE 3: PURCHASE PRICE

- 3.1 Up to the moment of delivery Seller is at all times entitled to increase the purchase price of the goods purchased from her by Purchaser with the additional costs Seller may at any time be confronted with.
- 3.2 In case of an order being placed by Purchaser without preagreed price, this order will, irrespective of any delivery made previously, be executed at a price valid on the day of receipt of the order.

ARTICLE 4: QUOTATIONS AND ORDERS

- 4.1 All quotations submitted by Seller are made without obligation unless the offer expressly and unambiguously states the opposite.
- 4.2 All prices quoted apply to delivery ex-Seller's and are exclusive of value added tax and packing.
- 4.3 In case prices stated in quotations are based on data initially given by Purchaser and these data prove to be incorrect, Seller is - subject to the provision in article 4.1 - entitled to adapt the prices quoted by her accordingly.
- 4.4 Orders from Purchaser are not binding to Seller until these have been confirmed by her in writing.

ARTICLE 5: DELIVERY

- 5.1 Costs of transport of the goods purchased to the address of Purchaser are for Purchaser's account.
- 5.2 A term of delivery only applies when same has been laid down in an order confirmation submitted by Seller. The term concerned takes effect from the time of written order confirmation by Seller. The term of delivery is a target date; exceeding the delivery time can never, not even after being held liable, give claim to compensation.
- 5.3 Delivery of goods bought by Purchaser from Seller is completed from the moment these are ready for transport at Seller's.

ARTICLE 6: FORCE MAJEURE

- 6.1 In case of force majeure Seller is, at her choice, entitled to cancel the sales agreement concluded, or to postpone the time of delivery up to the moment the force majeure has ceased to exist, without Purchaser being able to claim any damages from Seller.

ARTICLE 7: RESERVATION OF TITLE AND RISK

- 7.1 All goods supplied by Seller to Purchaser remain the property of Seller for as long as Purchaser has not fully paid the purchase price owing in connection therewith.
- 7.2 Purchaser is obliged to store all goods sold and delivered to him by Seller separately and clearly identifiable. Seller is at all times authorised to (have) remove(d) and take back the goods in case Purchaser does not, not fully and/or not in time meet his obligations towards Seller, or it being clear that Purchaser will not in time be able to meet his obligations towards Seller. In particular - but not exclusively - this entitlement exists in case Purchaser has been given suspension of payment, in case his liquidation has been petitioned for or has been declared, or in case Purchaser has effected any payment regulations with one or more of his creditors.
- 7.3 Purchaser must immediately inform Seller when a third party lays claim to rights with respect to goods supplied by Seller to Purchaser in case Seller still has a claim to any amount of money from Purchaser. Seller is in that case entitled to (have) remove(d) and take back the goods concerned.
- 7.4 If, in agreement with articles 7.2 and 7.3, Seller wishes to take back the goods, Purchaser will for that purpose give her access (or have her given access) to the location of the goods. Purchaser is liable for all costs involved in taking back and storing the goods. Seller is not obliged to resupply the goods to Purchaser until and unless Seller has been fully paid or adequate security has been given on account of the claim(s).
- 7.5 From the time of delivery within the meaning of article 5.3, Purchaser accepts the risk of the goods supplied being lost, damaged and of any other reduction of value.

ARTICLE 8: PAYMENT

- 8.1 Payment is to take place within 30 days from invoice date.
- 8.2 On exceeding the term stated in article 8.1 Purchaser is legally in default and is indebted 1% interest per month on the full invoice amount as from the date the purchase price being claimable.
- 8.3 Purchaser is not authorised to deduct any amount on the purchase price in view of a counter claim brought by him on Seller.
- 8.4 All costs of recovery after Purchaser is in default, both judicial and extrajudicial, are for account of Purchaser and are set at 15% of the amount payable by Purchaser.
- 8.5 In case Purchaser does not fulfil any obligations resting on him towards Seller and arising from the agreement, related agreements, agreements concluded before or afterwards, or in case Seller may reasonably suspect that Purchaser will in the future not fulfil or not be able to fulfil any obligation as aforementioned, Seller has the right:
 - a. to demand payment in advance or reasonable security of payment or prompt payment on delivery for payment obligations on all current agreements and those still to be concluded;





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- b. to postpone supplies (as well as the manufacture or processing of the goods destined for supply), subject to Seller's right to demand security for payment at the same time or later;
- c. to terminate with immediate effect the purchase agreement in question in whole or in so far as not executed, without legal intervention being required;
- d. to terminate with immediate effect one, more or all current purchase agreements in respect of which Purchaser is not in default, in whole or in so far as not executed, without legal intervention being required, subject to the right of Seller to claim full compensation of damages from Purchaser.

ARTICLE 9: REPORTING COMPLAINTS

- 9.1 Complaints with relation to goods supplied by Seller have to be reported to Seller in writing within thirty days from date of delivery as expressed in article 5.3.
- 9.2 Subsequently, complaints will as soon as possible be investigated on justness by Seller. For this purpose Purchaser will give access to representatives of Seller (or have them given access) to the location of the goods in order to examine them. In consequence of this Seller will decide whether the complaint is justified. If she finds the complaint justified, Purchaser will return the goods and Seller will repair or replace them at her account soonest as possible, or - if required - allow Purchaser a reasonable price reduction. In case Purchaser does not agree with the final decision of Seller concerning the (un)justness of the complaints, the decision as to that will be left by parties to an expert appointed by them in joint consultation - and in absence of agreement on the matter, at the request of the party most prepared by the Chairman of the Chamber of Commerce and Industry of Amsterdam - who will give binding advice. Any costs of this expert will be borne by parties in a proportion as determined by the expert.
- 9.3 A return consignment as expressed in 9.2 is for account of Purchaser and will only be accepted by Seller after Seller has given prior permission for this in writing.

ARTICLE 10: LIABILITY

- 10.1 Liability of Seller is, subject to malice or gross mistakes on Seller's part, restricted to fulfilling Seller's obligations as described in article 9.2. In particular, Seller is not liable for industrial and/or consequential damages of Purchaser and/or any third party as a result of defaults, if any, clinging to the goods.

ARTICLE 11: CONTRACTING OF WORK

- 11.1 In case Seller has taken upon herself to process and/or install goods delivered by her or not by order of Purchaser the aforementioned articles apply to this contract agreement. In this case "contract agreement" should be read instead of "purchase agreement", "Contractor" instead of "Seller", "Principal" instead of "Purchaser" and "Contract Sum" instead of "Purchase Price". In so far as articles 12 up to and including 19 involve a deviation from the aforementioned articles, articles 12 up to and including 19 prevail.

ARTICLE 12: COMMENCEMENT OF WORK

- 12.1 In case Contractor is unable to commence work at the time agreed with Principal, Principal is liable for all damages incurred from this by Contractor.

ARTICLE 13: PLACE OF WORK

- 13.1 Principal guarantees that the goods to which and/or on which Contractor executes work are in good condition.
- 13.2 Principal guarantees that at the site where Contractor executes work, the necessary connections for power and water supply as well as all other necessary connections are available. Costs of power and water supply as well as all other supplies are for account of Principal.
- 13.3 Principal ensures that, in case other work is at the same time carried out by a third party at the site of work, Contractor's work will not be disturbed by this.

ARTICLE 14: LICENCES AND PERMITS

- 14.1 Principal guarantees that he is in possession of all licences and permits required for Contractor's work.

ARTICLE 15: MATERIAL

- 15.1 Contractor is at liberty to use the materials chosen by her on execution of the work.

ARTICLE 16: DIMENSIONS AND OTHER DATA

- 16.1 Principal guarantees correctness of the data supplied by him - such as for instance, but not exclusively, dimensions - that serve to determine the Contract Sum.
- 16.2 In case of a discrepancy between the data supplied by Principal and the reality, Contractor is entitled to additional payment proportional to the Contract Sum agreed as well as indemnification of the extra costs thus incurred.

ARTICLE 17: ADDITIONAL/LESS WORK

- 17.1 Additional or less work will be settled in accordance with unit prices as agreed on by parties. In case no unit prices have been agreed on by parties, settlement will take place on the basis of prices employed by Contractor on the date the work was/is executed.

ARTICLE 18: RISK AND COMPLAINTS

- 18.1 With relation to goods to be processed and/or installed, Contractor bears the risk until the goods have been processed and/or installed.
- 18.2 In case Principal establishes that work has not been executed to his satisfaction, he will immediately inform Contractor of his complaint.
- 18.3 If a complaint related to the work is found to be unjustified by Contractor, and Principal does not agree with this decision, the decision about (un)justness of the complaint will be entrusted to an expert appointed by them in joint consultation, who will give binding advice. Any costs of this expert will be borne by parties in a proportion as determined by the expert.
- 18.4 If a complaint, lodged in time, with relation to Contractor's work is found to be justified or if the expert appointed in compliance with article 18.3 declares a complaint to be justified, Contractor is only bound to re-execution of the work, if neces-





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sary with use of new material. Any other or further liability of Contractor is excluded.

18.5 Contractor is authorised to continue work after a complaint has been lodged by Principal.

ARTICLE 19: LIABILITY

19.1 Liability of Contractor is, subject to malice or gross mistakes on Contractor's part, restricted to fulfilling the obligations as laid down in article 18.4. In particular, Contractor is not liable for industrial and/or consequential damages of Principal and/or any third party as a result of the execution of work by Contractor.

19.2 Principal guarantees the good quality of the goods and materials provided by him to Contractor.

ARTICLE 20: COMPETENT JUDGE

20.1 All disputes between Seller/Contractor and Purchaser/Principal will - subject to the provisions of article 9.2 - with the exclusion of any other Judge be referred for settlement to the competent Judge in the Arrondissement (district of) Amsterdam.

ARTICLE 21: APPLICABLE LAW

21.1 These General Terms and Conditions and all agreements to which these apply are subject to Dutch Law. In case any regulation or stipulation valid between parties proves to be null and void, this will deemed to be converted to a stipulation, as possible to the same effect, which is valid.

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KIWA SAFETY CHECKLIST
FOR CONSTRUCTORS

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QUALITY MANAGEMENT