Article 1. Scope
These general terms and conditions (the 'General Conditions') govern all offers from, contracts with, and work performed by Constructie- en Onderhoudswerkplaats Huys B.V., referred to below as 'Huys'.

Article 2. Creation
2.1 All invitations to treat, offers, prices, and such like supplied by Huys are general in nature and subject to contract. A contract with Huys will only be binding once Huys has confirmed an order in writing.
2.2 This confirmation by Huys is deemed to contain the full and accurate terms of the contract unless the client expressly notifies Huys otherwise in writing within 5 days of receipt of the order confirmation.
2.3 Any changes to a contract are binding only when they have been confirmed in writing by Huys. Any additions or changes to a contract with Huys, confirmed by Huys by e-mail, expressly fall under the scope of this article and thus form part of the contract with Huys.

Article 3. Advice and supply of information
3.1. The client cannot derive any rights from the advice and information it receives from Huys if this is unrelated to the order.
3.2. If the client provides Huys with data, drawings, etc., Huys may assume this is complete and accurate for the purposes of its performance of the contract. Huys is not obliged to check the data provided by the client. Book 7 Article 754 of the Dutch Civil Code does not apply.
3.3. The client indemnifies Huys against any third-party claim concerning the use of advice, drawings, calculations, designs, materials, samples, models, etc., supplied by or on behalf of the client.

Article 4. Price changes
4.1 Huys may pass on to the client any increase in cost price-determining factors occurring after the contract has been signed.
4.2 The client must pay the price increase referred to in section 1 of this article at such of the following times as Huys may choose:
a. when the price increase occurs;
b. at the same time as payment of the principal sum;
c. on the next agreed instalment date.

Article 5. Changes to the work
5.1 Changes to the work result in additional work if:
a. there is a change to the design, specifications, or contract documents;
b. the information supplied by the client is different to reality or otherwise deficient;
c. the estimated quantities deviate by more than 10%.
5.2 In the situations as described in section 1 of this article, the client ought to realise the need for a price increase arising therefrom and therefore Huys is not obliged to notify the client of this.
5.3 The client must pay the cost for additional work as referred to in section 1 of this article at such of the following times as Huys may choose:
a. when the additional work is identified;
b. at the same time as payment of the principal sum;
c. on the next agreed instalment date.

Article 6. Completion of the work
6.1 The client should check the accuracy and conformity of the work prior to completion by Huys. Work is deemed to be completed (i) if the client has approved the work, (ii) if the client utilises the work (if part of the work is utilised, that part is deemed to be completed), (iii) if the client does not approve the work because of minor defects or missing parts that can be repaired or supplied within 30 days, and that do not impede the utilisation of the work, (iv) if the client does not check the accuracy and conformity of the work prior to completion.
6.2 If the client rejects the work it must immediately notify Huys in writing, giving reasons for the rejection. The client must enable Huys to complete the work.
6.3 The client indemnifies Huys against any third-party claim for loss to uncompleted parts of the work resulting from the utilisation of already completed parts of the work.

Article 7. Obligation to complain
7.1 The client has no right of redress for any defective performance by Huys unless a written complaint is made to Huys within three days after the date on which it discovers, or reasonably ought to have discovered, the defect.
7.2 The client loses all rights to challenge an amount invoiced, unless a written complaint is made to Huys within seven days after receipt of the invoice.
7.3 Failure by the client to comply with the deadlines specified in sections 1 or 2 of this article will result in the lapse of the right to claim in respect of any defect in the performance by Huys or the amount of a sum invoiced.

Article 8. Delivery time
8.1 The delivery date indicated by Huys is approximate only.
8.2 Huys determines the delivery date on the assumption that it is able to perform the contract in the circumstances known to it at that time.
8.3 The delivery period only starts to run once agreement has been reached on all commercial and technical details, Huys is in possession of all necessary data, definitive and approved drawings, etc., the agreed payment/instalment has been received, and the necessary conditions for the performance of the contract have been complied with.
8.4 If circumstances are different than those known to Huys at the time it determined the delivery date, Huys may extend the delivery period by such time as it needs to perform the contract under these different circumstances. If the work cannot be fitted within Huys's schedule, it will be performed as soon as its schedule allows.
8.5 In the event of additional work, the delivery date will be extended by such time as it needs for the delivery of the necessary materials and parts, and the performance of the additional work. If the additional work cannot be fitted within Huys's schedule, it will be performed as soon as its schedule allows.
8.6 In the event of any suspension of its obligations by Huys, the delivery date and/or duration of performance will be extended by the duration of the suspension. If the continuation of the work cannot be fitted into Huys's schedule, it will be carried out as soon as the scheduling permits.
8.7 The client must compensate Huys for all costs incurred by Huys as a result in any delay in the delivery period as indicted in sections 4, 5 and 6 of this article.
8.8 If completion by Huys is not within the delivery period, this does not entitle the client to compensation or to terminate the contract.

Article 9. Transfer of risk
9.1 Delivery is ex works, from the business premises of Huys, in accordance with the Incoterms 2010. The risk for goods transfers at the moment that these goods are made available to the client by Huys.
9.2 Notwithstanding the provisions of section 1 of this article, the client and Huys may agree that Huys will provide transportation. In such a case, the storage, loading, transportation and unloading of the goods is at the risk of the client.

Article 10. Liability
10.1 The liability of Huys to pay compensation for loss on any legal basis whatsoever is limited to the amount for which Huys is insured for such loss under an insurance policy taken out by or on behalf of Huys, but may not exceed the amount that is paid out for such claim under such insurance.
10.2 If for whatever reason Huys is unable to rely on the limitation stipulated in section 1 of this article, the liability to pay compensation is limited to a maximum of 15% of the total

contract price (excluding VAT). If the contract includes parts or part deliveries, the liability for compensation is limited to a maximum of 15% (excluding VAT) of the contract price of that part or that part delivery.
10.3 Compensation is not payable in respect of (i) consequential loss (including, but not limited to, business stagnation, loss of production, loss of profits, transport costs, and travel and accommodation costs), and (ii) loss resulting from a deliberate act or gross negligence of agents and non-supervisory employees of the supplier.
10.4 The client is liable to Huys for all loss that Huys suffers as a result of defects to materials supplied by the client to Huys.
10.5 The client indemnifies Huys for all third-party claims under product liability as a result of any defect in a product supplied by the client to a third party and that was made in part or in full with products or materials supplied by Huys. The client must compensate Huys for all loss incurred in this connection, including the full costs of defending any claim.

Article 11. Force majeure
11.1 Huys is entitled to suspend performance of its obligations if it is prevented from complying with its contractual obligations to the client due to force majeure.
11.2 'Force majeure' includes a situation in which suppliers or sub-contractors of Huys, or hauliers contracted by Huys fail to comply with their obligations on time or at all, as well as weather conditions, earthquakes, fire, flood, loss, theft or loss of tools or materials, road blockage, strike, work stoppages, and import or trade restrictions.
11.3 In the event of force majeure, and compliance is or becomes permanently impossible, either party may terminate the part of the contract concerning obligations not yet performed with immediate effect.
11.4 The parties have no right to compensation for loss suffered at any time as a result of the suspension or termination of the contract as described in this article.

Article 12. Defective performance
12.1 If the agreed performance is defective, Huys shall choose either to remedy the defective performance or to credit the client for a proportionate part of the invoice. If Huys chooses to remedy the defective performance, then it will determine the method and the timescale for this work. If the agreed performance consisted solely or partly of the materials supplied by the client, the client must supply new materials at its own expense and risk.
12.2 The client is responsible for:
a. all transport or postage costs;
b. the cost of disassembling/assembling;
c. travel and accommodation costs.
12.3 The client must enable Huys in all cases to repair any defect or to carry out any process a second time.
12.4 The client may only claim in respect of a defect once it has complied with all its obligations to Huys.
12.5 Huys is not obliged to remedy any defects that result from:
- normal wear and tear;
- inexpert use;
- failure to maintain properly or at all;
- installation, assembly, change or repair by the client or third parties;
- defects to or unsuitability of goods originating from, or prescribed by, the client;
- defects to or unsuitability of materials or tools used by the client.

12.6 The provisions of sections 1 to 6, inclusive, of this article apply by analogy to any claims by the client on the basis of non-performance, non-conformity, or any other basis.

Article 13. Payment
13.1 Payment must be made within the agreed payment terms in a manner specified by Huys. The client is not entitled to any set-off, deduction or suspension of any payment owed to Huys. On written request by Huys, the client must provide adequate security for the performance of its obligations.
13.2 The payment term is a deadline. For the period that it is in breach, the client is liable to pay interest at the rate of 1% on the outstanding sum. In addition, the client is liable for all related judicial and extrajudicial costs in a sum of 15% of the debt or € 250, whichever is more.
13.3 If the client fails to comply with an obligation properly, on time or at all, all obligations of Huys to the client howsoever arising will be suspended until the relevant obligation has been complied with. In such a case Huys may also claim payment in cash for any further delivery. Huys is not obliged to return materials to the client that were supplied by the client until the client has complied with all its obligations to Huys. Huys has a right of pledge and right of retention on all goods in its possession at any time and all claims acquired against the client at any time as against any party that requires the transfer of such goods or claims.
13.4 In the event of a liquidation, insolvency, attachment order or moratorium in respect of the client, all claims that Huys has against the client become immediately enforceable.

Article 14. Applicable law and jurisdiction
14.1 These General Conditions are governed by Dutch law.
14.2 These General Conditions are not subject to the Vienna Sales Convention (C.I.S.G.) or to any other international regulation whose exclusion is permitted.
14.3 The competent court is the Court of Limburg, for the district of Roermond, which has exclusive jurisdiction to hear any dispute arising from or connected with contracts and offers from, and work performed by, Huys.