



General Terms and Conditions of the trade organisation Association of Scaffolding, Aerial Work Platform and Concrete Formwork businesses (Vereniging van Steiger-, Hoogwerk- en Betonbekistingsbedrijven VSB),

filed at the registry of the Court of the Central Netherlands (Rechtbank Midden-Nederland) under number 93/2020 on June 2, 2020.

I DEFINITIONS

In these General Terms and Conditions, the following definitions apply:

GTC: the present General Terms and Conditions;

Agreement: any agreement as referred to in II 1.;

the Contractor: any business that is a VSB member and in its offer or order confirmation refers to these GTC;

the Client: anyone who enters into an Agreement with the Contractor as referred to in II 1.

Goods: all that is delivered to the Client by the Contractor, completed for the Client by the Contractor, and/or put at the Client's disposal by the Contractor under this Agreement;

Days: all calendar days;

Claims: all complaints of the Client as regards the quality and/or the quantity of the Goods delivered, as well as the timeliness of the delivery;

Point of destination: the place where, in accordance with the Agreement, the Goods are delivered and/or made available and/or assembled, in so far as the delivery does not take place ex works (EXW) under the Incoterms;

In writing: by means of a document signed by both parties or by means of a letter, a fax or an email message or any other technical way agreed upon by the parties.

Where in these General Terms and Conditions reference is made to "assembly" or to "assembly activities", this also includes "disassembly" or "disassembly activities", depending on the nature of the offer and/or of the assignment.

II APPLICABILITY

1.

These GTC apply to any and all offers made and agreements entered into by the Contractor with a reference to these GTC, including among other things: offers or agreements on rental, purchase and sale, contracting, maintenance, inspection, assembly and on the provision of advice, drawings, or descriptions, which the Contractor enters into with the Client, in so far as the Contractor acts as a renter, seller, contractor, maintenance company, assembly business or consultant, and to any and all new agreements building upon those agreements, the latter in so far as the GTC are compatible with these agreements.

2.

The general terms and conditions of the Client are not applicable and are expressly rejected.

3.

The parties cannot depart from these GTC and the provisions in II 1. and II 2., unless they do so in a written agreement signed by both parties. If in such a case the parties depart from one or more items of the GTC, the other provisions thereof continue to apply in full. If the Client uses general terms and conditions these also in this case do not apply to the Agreement with the Contractor.

4.

All drawings, descriptions, calculations, models, tools, programmes, and the like, provided by the Contractor as part of the offer and made by order of the Client, remain the property of the Contractor, who also retains the copyright and the intellectual and industrial property rights thereto.

5.

The Client does not copy, show to third parties, announce, or use data with regard to the construction method applied, designed or proposed by the Contractor, without the express written permission of the Contractor.

6.

These General Terms and Conditions are for use by VSB members exclusively.

III FORMATION AND CONTENTS OF AGREEMENTS

1.

All offers are free of obligation, unless explicitly stated otherwise in writing.

2.

An agreement is entered into after the Contractor's acceptance of the Client's order. The order and the acceptance must be recorded in writing; either the date on which the agreement was last signed by the relevant party, or the date of dispatch of the written order confirmation by the Contractor is regarded to be the date on which the Agreement was entered into.

3.

The provisions in III 1. and III 2. apply by analogy to variations of and supplements to Agreements entered into.

4.

The data referred to in catalogues, pictures, drawings, statements of measures and weights, standardisation sheets and the like are not binding, unless to the extent these were provided by the Client explicitly and in writing. If offers are based on data provided by the Client, the Contractor is entitled to assume the correctness thereof.

5.

If the contents and scope of the Agreement are not clear, or if the written representation of the contents of the Agreement is missing or unsound, the Contractor's representation of the contents and scope of the Agreement is decisive.

6.

Each offer is based on the assumption that the Agreement will be executed by the Contractor under normal circumstances and during normal working hours.

7.

Any and all that the Contractor delivers, assembles, executes and/or performs in consultation with the Client, whether or not in writing, with regard to or during the execution of the Agreement, supplementary to the goods, services, activities, units, quantities or warranties explicitly laid down in the Agreement or order confirmation, is in any event deemed to constitute additional work. The Contractor is entitled to charge the additional work performed separately.

8.

Oral promises by and agreements with employees of the Contractor are not binding on the Contractor, unless and in so far as these were confirmed by the Contractor to the Client in writing.

IV LIMITATION OF LIABILITY

1. The liability of the Contractor is limited to the fulfilment of the warranty obligations as stated in these GTC.
2. Unless there is intent or deliberate recklessness on the part of employees of the Contractor who are part of the management, and subject to the provisions in paragraph 1, the Contractor is not liable for defects in the product supplied and in connection with the delivery, such as for damage or loss resulting from exceeding the delivery time and from failure to deliver, for damage or loss resulting from liability to third parties, for loss of profits, consequential damage and indirect damage and for damage or loss resulting from any unlawful action or omission by the Contractor or its employees.
3. For that reason, the Contractor is not liable for:
 - the violation of patents, licences or any other rights of third parties;
 - the damage to or loss of raw materials, semi-finished products, models, tools and other items provided by the Client, for whatever reason.
4. If the Contractor assists with the assembly/installation in any way whatsoever, without having received an order for the assembly/installation, he does so at the Client's risk.
5. The Client indemnifies the Contractor against or compensates the Contractor for all Claims for compensation by third parties.

V FORCE MAJEURE

1. In the event of force majeure, the Contractor is entitled to terminate the Agreement in whole or in part without judicial intervention being required, or to suspend the execution thereof, without the Contractor being required to pay any damages. The cost incurred by the Contractor as a result of force majeure is at the expense of the Client.
2. In these GTC, force majeure means all facts and circumstances beyond the Contractor's control, as a result whereof the Contractor cannot reasonably be expected to execute the Agreement; this includes the following circumstances: non-delivery or late delivery by subcontractors, illness of the Contractor's employees, epidemics, government measures, defects of equipment and vehicles, fire, work strike, traffic impediments, shortage of raw and auxiliary materials, fuels and electricity, frost, flooding, storm, ice, snow and similar adverse weather conditions, which enumeration is explicitly not exhaustive.
3. In the event of force majeure, the Client is in no way entitled to damages nor to carry out activities or have activities carried out in execution of the Agreement.

VI APPLICABLE LAW

Dutch law governs all Agreements between the Contractor and the Client, as well as all Agreements arising therefrom and these GTC.

VII COMPETENT COURT

The court with subject-matter jurisdiction in the district in which the Contractor has its registered office has exclusive competence to judge any and all disputes between the Contractor and the Client, unless the Contractor prefers to address the competent court of the Client's domicile.

VIII EVIDENCE

1. As regards the financial scope of the obligations arising from the Agreements entered into with the Contractor, the Contractor's accounting data are decisive, subject to proof to the contrary by all means.
2. If the Client invokes the Contractor's warranty obligation, the Client bears the burden of proof with regard to incorrect numbers, incorrectness or defectiveness of the Goods, or the lack of workmanship exercised by the Contractor's employees with regard to the work.
3. If the GTC have been translated, abridged, or declared to apply only partially, the Dutch version of the complete text of the GTC is decisive for the construction of the contents and scope of the GTC.

IX SALE

1. Prices

- 1.1 Sales prices are the Contractor's non-binding day prices, as applicable on the date of delivery, excluding VAT, and "ex works" (EXW) ("ex depot" of the Contractor), pursuant to the Incoterms valid on the date of the offer, unless otherwise agreed upon in writing. In the event of partial or subsequent deliveries, or of additional work, the day prices at the time of the performance of the partial or subsequent deliveries or the additional work apply.
- 1.2 The Contractor's prices include only the deliveries specified in the Agreement. The Contractor is entitled to correct manifest calculation errors made by him.
- 1.3 The Contractor is entitled to pass on government-imposed changes and/or levies, e.g. tax increases and adjustments, in its prices to the Client even after the conclusion of the Agreement.
- 1.4 If one or several cost price factors are increased after the conclusion of the Agreement, the Contractor is entitled to increase the price agreed upon accordingly.
- 1.5 Cost estimates and plans will not be charged extra, unless agreed otherwise. Cost are charged, if the Contractor is required to make new drawings, calculations, descriptions, models or tools, etc., as part of subsequent orders or of additional work.
- 1.6 Transport and packaging materials are not taken back, unless otherwise agreed.
- 1.7 Both the costs of and the insurance against the risk of damage or loss during loading and unloading and the transport of raw materials, semi-finished products, models, tools and other goods provided by the Client, are not included in the price and are charged separately.

2. Delivery and risk

- 2.1 Delivery takes place ex work (EXW) ("ex depot" of the Contractor) pursuant to the Incoterms valid on the date of the offer by putting the goods at the Client's disposal.
- 2.2 During transport to the Point of destination, the goods travel at the Client's risk. If the Contractor is requested to arrange for transport, the Contractor is at liberty to select the means of transport.
- 2.3 The delivery time amounts to the period agreed upon by the parties when entering into the Agreement. The delivery time is set in anticipation of the Contractor being able to perform the work as envisaged at the time of the offer, and is approximate, unless explicitly stated otherwise. A failure to meet the deadline for delivery, for whatever reason, does not entitle the Client to damages, nor to perform the work or have the work performed in execution of the Agreement.
- 2.4 If the Goods cannot be transported to the Point of destination on account of force majeure on the Contractor's part, the Contractor stores these Goods at the expense and the risk of the Client.

3. Numbers and claims

- 3.1 All shipments are counted by the Client and checked carefully with regard to the correctness of the numbers, the quality and applicability of the Goods delivered as stated on the dispatch and/or consignment notes. The Client is obliged to check these numbers and report possible differences to the Contractor immediately after



the receipt thereof. If the Client fails to report differences to the Contractor directly after the receipt of the Goods, the numbers stated on the dispatch and/or consignment notes are deemed to be correct.

3.2

Claims with regard to the quality and the applicability of the Goods delivered must be submitted to the Contractor in writing within 7 days of the delivery of the Goods; in the absence hereof, the Client loses all Claims against the Contractor. Furthermore, the Client can no longer invoke a defect in the performance or in the Goods delivered, if he has not submitted a Claim to the Contractor in writing, within 7 days after he discovered or reasonably should have discovered the defect.

3.3

The provisions and/or instructions with regard to the Goods supplied by the Contractor to the Client, including among other things those with regard to the loading and unloading, the safety measures, the assembly, the use and the maintenance thereof, must be observed fully and timely by the Client, failing which the Client loses all Claims against the Contractor.

3.4

Unless otherwise agreed, the Client is not permitted to use the delivered and assembled Goods for any other purposes than the ones they were destined for by virtue of the Agreement with the Contractor; in the event of a breach, the Client loses all Claims against the Contractor.

3.5

The Client is not entitled to effect changes to the Goods delivered by the Contractor, without the Contractor's permission; in the event of a breach, the Client loses all Claims against the Contractor.

4. Return shipment

4.1

The Client is only entitled to return the Goods delivered after obtaining the Contractor's approval in writing.

4.2

Return shipments are at the Client's expense and risk, unless explicitly agreed upon otherwise in writing.

5. Payment and credit restriction

5.1

All amounts payable to the Contractor pursuant to these GTC must be made within 30 days of the invoice date, without any set-off and/or suspension for whatever reason, and free of charge, either at the Contractor's office or by transfer to an IBAN bank account to be designated by the Contractor in the currency stated in the invoice, unless otherwise agreed.

5.2

If the Contractor's invoices refer to a credit surcharge (a percentage of the invoice amount determined by the Contractor) in the final invoice amount, the credit surcharge may be subtracted from the final invoice amount if payment is made within 30 days after the invoice date. If the Client fails to pay within 30 days, he owes the credit surcharge to the Contractor.

5.3

If the Client does not fully meet his obligation to pay within the term mentioned in 5.1, he will be in default, without any notice of default being required.

5.4

If the Client is in default with regard to his payment obligations, he will be obliged to pay to the Contractor, apart from the credit surcharge under 5.2, interest to a percentage of 3 points above the statutory interest valid in the Netherlands, as referred to in art. 119a and art 120 par. 2 of Book 6 of the Dutch Civil Code, on the total amount due and payable, without the Contractor being required to explicitly claim this interest, as well as all legal and other costs resulting from the collection of his Claim. Furthermore, the Client is obliged to fully compensate the losses suffered by the Contractor as a result of the decrease of the invoice currency's rate in relation to the euro as of the moment of non-payment.

The Contractor is at all times entitled to demand that the Client issue a bank guarantee with regard to the amount payable to the Contractor.

5.5

The Contractor is entitled to suspend all obligations undertaken toward the Client for whatever reason, if and for so long as the latter refrains from performing any enforceable claim, however named, of the Contractor, on condition that sufficient coherence exists between the obligation and the claim. If the Client has been in default for more than 30 days, the Contractor is entitled to terminate any Agreement, without the Contractor being required to pay any damages to the Client, and without prejudice to the Contractor's right to claim full damages from the Client for every terminated Agreement.

5.6

The Client is not entitled to set off his claims against the Contractor unless the Contractor has been declared bankrupt.

6. Warranty

6.1

Without prejudice to the provisions in IV (limitation of liability) and without prejudice to the restrictions stated hereafter, the Contractor warrants towards the Client both the sound condition and good quality of the Goods delivered by the Contractor and the quality of the material used and delivered for this purpose, insofar as this concerns defects of the Goods delivered, which were not observable during an inspection or a takeover test and with regard to which the Client can prove that these occurred within six months after the delivery, exclusively or predominantly as a direct result of an incorrect construction applied by the Contractor or as a result of a defective finish or the use of bad material, provided that this warranty shall never exceed the warranty of the Contractor's supplier towards the Contractor and the opportunity for recourse this supplier provides.

6.2

Paragraph 1 applies by analogy to defects that were not observable during an inspection or a takeover test, which are caused or exclusively or predominantly by the defective assembly/installation by the Contractor. In case the Contractor provides the assembly/installation of the product, the warranty period of 6 months referred to in paragraph 1 starts as of the day on which the Contractor finishes the assembly/installation, subject to the condition that in that case the warranty period ends in any case after the passage of a period of 12 months after delivery.

6.3

For repair, revision and maintenance activities and similar services carried out by the Contractor that do not come under the warranty, unless otherwise agreed upon, a warranty is only given with regard to the sound execution of the commissioned activities, for a period of 6 months. This warranty comprises the sole obligation of the Contractor to in case of defectiveness carry out the relevant activities again to the degree that these are defective. All additional costs are at the expense of the Client. In that case a new warranty period of 6 months applies, provided that each warranty expires after the passage of a period of 12 months following the original activities.

6.4

No warranty is given with regard to inspections, advice and similar services performed by the Contractor.

6.5

The Contractor undertakes to repair defective or replace incorrect Goods delivered by him at his expense insofar as this comes under the Contractor's warranty obligation, all this at the discretion of the Client. This obligation to repair and replace relates exclusively to the Goods themselves. The other costs of repair or replacement are borne by the Client. The burden of proof as regards the possible defectiveness or incorrectness lies with the Client. In case of a repair or replacement pursuant to this paragraph, a new warranty period of 6 months applies, provided that each warranty expires after the passage of a period of 12 months following the delivery.

6.6

The Contractor only sends credit notes to the Client after the conclusion of an explicit agreement thereon by and between the Contractor and the Client.

6.7

In case of differences in quantity, the Contractor is only obliged to supply the missing Goods as yet.

6.8

In case of differences in quality and/or quantity of the Goods delivered by the Contractor, the Client is not entitled to repair the goods delivered by the Contractor and/or parts thereof, nor to replace or supplement these goods without the Contractor's consent. In the event that the Goods are repaired, supplemented or replaced without the Contractor's consent, also when this is done by third parties, the Contractor will be released from all obligations toward the Client.

6.9

The provisions and instructions regarding the Goods supplied by the Contractor to the Client, including among other things those on the loading and unloading, the safety measures, the assembly, the use and the maintenance thereof, must be observed fully and timely by the Client, failing which the Client loses all warranty claims against the Contractor. The warranty does not cover normal wear and tear.



7. Retention of title

7.1

The title to Goods delivered by the Contractor does not pass to the Client until payment has been made in full by the Client of everything he owes the Contractor in return for or with regard to the sale and delivery and the work performed on the basis of the Agreement or on the basis of similar agreements, increased by the interest, expenses made, damage or loss suffered and all collection cost. The title to the goods produced by the Client, who uses the Goods delivered by the Contractor that are still owned by him, passes to the latter. The Client declares to hold the goods produced by him for the Contractor. Until the title to the Goods has passed to the Client, he is not entitled to pledge the goods, or to grant any other right thereto to a third party. Any attachment of the Goods by creditors of the Client is deemed to constitute a breach of contract of the Client, entitling the Contractor to terminate the Agreement. The Client is to notify the Contractor forthwith of any attachment of his Goods. This notification must be done by registered mail.

7.2

The Client is obliged to maintain the Goods owned by the Contractor with due care. He is obliged to insure the Goods for the invoice amount charged by the Contractor against the risk of loss and damage and to provide proof hereof to the Contractor. In the event of loss of or damage to the Goods, the insurance proceeds must be paid to the Contractor. The Client is obliged to notify his insurers of this obligation and to mention the names and addresses of his insurers to the Contractor. The Contractor is entitled to inform these insurers that the insurance proceeds for the Goods owned by the Contractor must be paid to the Contractor.

7.3

After invoking his retention of title, the Contractor is entitled to repossess the delivered Goods. The Client must allow the Contractor to access the place where these Goods are stored.

7.4

If the Contractor cannot invoke his retention of title because the delivered Goods have been mixed, deformed, or accessed, the Client is obliged to pledge the newly formed goods to the Contractor.

X RENTAL

1. Rental prices and rental period

1.1

The rental prices are the Contractor's non-binding prices, as these apply at the rental commencement date, excluding VAT and "ex-depot of dispatch" of the Contractor, unless otherwise agreed upon.

1.2

Rental prices of devices for transport in a vertical direction or facade access equipment and other motorized goods are based on a five-day workweek and an eight-hour day. If the Goods are used less, the rental price nevertheless remains the same. For each extra hour and/or extra day of work by the Client, a proportional part of the rent is due by the Client.

1.3

All rental prices are based on the assumption that neither the work carried out with the rental goods nor the working conditions to which the rental goods are exposed will cause any wear to the rental goods that the Contractor considers to be excessive. This applies among other things, but not exclusively, to activities such as spray painting, sandblasting, or working with chemicals, which therefore are not permitted without the Contractor's explicit written consent. Extra wear-related cost are charged to the Client.

1.4

To the composition of the rental prices, calculation errors and alterations of rental price components, the provisions in IX, 1.2 apply by analogy.

1.5

The rental price due by the Client is calculated as of the date at which the Goods in the Contractor's warehouse are at the Client's disposal pursuant to the Agreement, or if no date was agreed upon after a notification of their availability to the Client, until, unless otherwise agreed upon, the latest of the following dates: the termination date agreed upon; the date at which the Goods will have returned to the Contractor; the date at which the Goods will have been retrieved by the Contractor.

1.6

The Goods are rented out for half-days, days, weeks and/or months, unless otherwise agreed upon. The rental periods are indivisible. For an incomplete period, the Client owes the rental price for a complete period (equal to the previous period).

1.7

Days with cold-weather-related downtime and official holidays count in full in determining the rental period and calculating the rental price. This also applies to days during which no performance of the Agreement can be demanded from the Contractor on account of force majeure as referred to in V.

1.8

In case of rental agreements for an indefinite period, each party may terminate the rental agreement in writing, subject to one (1) week's notice and subject to the provisions set out hereinbefore under 1.6 and 1.7.

1.9

After the termination of the rental agreement, for whatever reason, the Contractor is still fully entitled to all Client's obligations arising from the Agreement, including the right to claim damages on account of damage to or loss of the Goods.

2. Delivery and risk

2.1

The provisions referred to in IX.2 apply by analogy to the delivery, the risk, the transport and the delivery period.

2.2

The performance of all orders as well as all alterations thereof or supplements thereto is based on the assumption that the premises are accessible and driveable. If the premises later on prove to be not well accessible or driveable, the Contractor is entitled to increase the price or rate agreed upon by the additional cost incurred as a result thereof. The site is to be in such a condition, that the Goods can be put up in a correct and safe way. If this turns out not to be the case, the Contractor is entitled to increase the price or the rate agreed upon by the additional cost incurred as a result thereof.

2.3

However, if the condition of the site is such, that the order can only be carried out with a considerable risk to the Goods and other tools and/or to the employees or other auxiliary persons of the Contractor or to other persons, all this at the discretion of the Contractor, the Contractor is entitled to refrain from carrying out the order and to have the Goods transported back to his company. The Contractor is entitled to damages in the amount of the demonstrable damage and loss suffered by him, if the order is not carried out as a result of the circumstances referred to in this article.

2.4

The Contractor is entitled to suspend the performance of the order with immediate effect, if:

- a. in carrying out the order, the Contractor or his employees or other auxiliary persons are exposed or risk to be exposed to harmful substances, including but not restricted to asbestos;
- b. conditions at the worksite do not meet the requirements of the current Dutch Working Conditions Act, or are otherwise hazardous;
- c. the Client's hoisting gear used to carry out the order fails to meet the statutory requirements;
- d. in carrying out the order, the wind velocity near the crane compels the Contractor to put this out of operation, either in conformity with the producer's provisions or in conformity with NEN 2024 or NEN 2046 and the hoisting table.

If the work thus suspended cannot be resumed within 24 hours, the Contractor is entitled to an early termination of the order with immediate effect, without being obliged to pay any compensation whatsoever to the Client.

Unless otherwise agreed in writing, the rate agreed upon remains due for the duration of the suspension, until the work agreed upon can be resumed. If a fixed price was agreed upon, this is also due when the Contractor terminates the order early in conformity with the provisions of this article. If no fixed price was agreed upon, the fee agreed upon in the contract for exceeding the time frame is charged.

3. Numbers and claims

In Bezug auf die Mengen der Ware, Mengen- und Qualitätsabweichungen sowie Mangelrügen gelten die Bestimmungen in IX.3 sinngemäß.

4. Returns

The provisions of IX.4 apply by analogy to returns.



5. Obligations of the Client

- 5.1
The Client is fully responsible and liable for the rental Goods from the time of delivery until the return of the Goods to the Contractor's depot.
- 5.2
The Goods may only be used for their designated purposes and may not be overburdened.
- 5.3
The Client is obliged to maintain the Goods properly and to make regular checks of among other things the oil level, cooling water, batteries, and the like, and similar maintenance.
- 5.4
The Contractor is entitled to terminate the rental agreement with immediate effect if the Goods are neglected or used inexpertly. All ensuing costs, such as the costs of loading, unloading, transport and possibly of repair, are fully at the expense of the Client.
- 5.5
The Contractor is entitled to deliver other Goods than the ones rented by the Client, on condition that these other Goods may be deemed to be of use to the Client. The Contractor is not liable for possible damage or loss resulting from properties particular to the other Goods. The Client enables the Contractor at all times to exchange the Goods delivered for the Goods agreed upon at a later date.
- 5.6
The Client is not entitled to rent out the Goods again, to offer them for sale, to sell, transfer, encumber, or in any other way part with them.
- 5.7
The Client is also not entitled to remove the Goods from the site or the work for which they were intended and/or put them up at other sites and/or for other works without the Contractor's permission.
- 5.8
The Client is obliged to look after the Goods with due care and diligence. He is obliged to insure the Goods for the amount of the then current market value against all risk of damage, disappearance, loss and theft and to provide proof thereof to the Contractor.
- 5.9
The Client is obliged to inform the Contractor three days in advance of every return shipment of Goods, for whatever reason, to the Contractor. The Client is obliged to compensate for all damage and loss to the Goods that occurred during the rental period, caused by whatever reason, except for the normal wear and tear.
- 5.10
After the return of the rental Goods to the Contractor's address, he retains the right to inform the Client that the Goods were not returned in good condition. The Client is liable for the damage observed.
- 5.11
During the rental period, the Client is obliged to observe all relevant safety regulations and other government regulations. The Client indemnifies the Contractor against any damage or loss and fines resulting from the Client's non-observance of these regulations.
- 5.12
If rental of the Goods in their assembled state was agreed upon, and the assembly or the disassembly of the Goods is delayed as a result of force majeure on the part of the Contractor, this does not affect the rental commencement date agreed upon.
- 5.13
If the parties agreed for the rental Goods to be collected by the Contractor at the end of the rental term, the Client holds the material ready for transport after prior notification. The Contractor may charge the extra cost caused by the non-observance of this obligation.
- 5.14
The Client allows the Contractor access to the site where the rental Goods are located.

6. Payment

The Contractor invoices the rental price to the Client at the start of the rental period, unless otherwise agreed. As regards payment, the provisions in IX.5 apply by analogy.

7. Warranty

The provisions in IX.6 apply by analogy to the Contractor's warranty vis-à-vis the Client.

8. Prohibition of confusion

- 8.1
During the rental period, the Client bears responsibility that the Contractor's Goods are not confused with similar goods of third parties.
- 8.2
If confusion, as referred to in the first paragraph of this article, occurs, the Client is obliged to compensate the Contractor for the ensuing damage or loss. This damage or loss will be determined at the value of the Contractor's Goods. This takes place without recourse to the courts.

9. Advertising material

The Client is entitled to provide the rental object(s) with billboards and/or other promotional text.

XI CONTRACTING OF WORK, ASSEMBLY AND DISASSEMBLY

1. Contract sum and rates

- 1.1
For work to be performed by the Contractor, including maintenance work, inspection work, assembly work, and work to be realised and completed by the Contractor on a contracting basis, the Contractor and the Client can agree upon a fixed contract sum, upon hourly rates on the basis of a cost plus contract, or upon payment by another measurable and agreed upon unit.
- 1.2
The contract for work is based on a performance under normal circumstances during normal working hours. The Contractor is entitled to add surcharges to the Client's invoice for additional work, overtime, and other extraordinary circumstances. Additional cost resulting from a change of safety provisions are at the expense of the Client.
- 1.3
If the work to be performed at a fixed contract sum deviates from the data provided by the Client and used to calculate the contract sum, the Contractor is entitled to charge the Client with the additional cost arising therefrom, increased by a reasonable profit margin.
- 1.4
The provisions of IX.1 apply by analogy.

2. Obligations of the Contractor

- 2.1
The Contractor is obliged to observe all government regulations, especially the safety regulations.
- 2.2
The Contractor carries out the work agreed upon in accordance with the standard of good workmanship.
- 2.3
As regards the work, the Contractor takes into account the drawings, specifications and instructions provided by the Client to the Contractor, if and insofar as these are in conformity with the government regulations to be observed.
- 2.4
The Contractor carries out the work in such a way, that the assembled or delivered goods are fit for the use agreed upon or stated at the acceptance of the order, if and insofar as this meets the current government regulations.

3. Obligations of the Client

- 3.1
The Client performs at his own expense and risk and is responsible for ensuring:
- a. that the construction of the building, in which, to which, on which, or for which the Goods are assembled, is suitable for this purpose;



- b. that possible drawings, specifications and instructions that form the basis of the work to be performed by the Contractor, are verified, and that measurements and other data provided are checked;
- c. that the work relating to, but not falling under the Contractor's order is carried out correctly and timely;
- d. that the Client's own directions and instructions are made available timely to the Contractor, i.e. before the start of the work, failing which the Contractor is not bound by such directions or instructions;
- e. that all obstacles present at the construction site are removed before the start of the work, that all obstructive ground height differences are levelled, and that the ground is solid enough to carry the construction to be put up by the Contractor;
- f. that the worksite is accessible for the Contractor's vehicles;
- g. that the Client possesses all permits required for the work to be carried out;
- h. that the Client meets all current government regulations, especially safety regulations;
- i. that light and high voltage current are available within a reasonable distance, and that reasonable working conditions are present in the space where the work is carried out.
- j. that the work can proceed without obstructions and, more specifically, that no other activities take place, which might interfere with the undisturbed performance of the work;
- k. that both the delivered -not yet assembled- Goods and the tools can be stored in places that are accessible to the Contractor and are suitable for the storage of these Goods and tools, without prejudice to the Client's own responsibility for these goods;
- l. that suitable facilities for the Contractor's employees are available at the site for free, and that the scaffolds and scaffold constructions assembled by the Contractor are earthed in conformity with the applicable government regulations;
- m. that possible dues -including charges levied locally on projections over public land (precario)- are paid timely, and that possibly obligatory street furniture, such as fences and lighting, is installed.

3.2

If the Client fails to fulfil one or more of his obligations in full or in part, this is deemed to constitute such a failure on the part of the Client that the Contractor is entitled to claim termination of the contract. All damage or loss arising on the part of the Contractor as a result of this failure or the ensuing termination is fully at the expense of the Client.

4. Delivery or completion and risk

4.1

As of the time of the full or partial delivery of the Goods by the Contractor to the construction site or to the Point of delivery and/or completion, or as of the time of the dispatch of the Goods from the Contractor's depot, the risk passes to the Client, who then is liable for theft, embezzlement, loss, disappearance of and damage to the Goods.

4.2

If on completion of the work the Client has no objections regarding the work and/or the goods delivered or assembled by the Contractor, the Client is deemed to have given his approval, also of the construction thereof, and completion has taken place. As of completion, the risk passes to the Client.

4.3

Subject to the provisions in IV (limitation of liability) the Contractor assumes no liability whatsoever, except in the event of hidden defects demonstrated by the Client. The Client is obliged to inform the Contractor forthwith and in writing of possible defects that he discovered or should reasonably have discovered, failing which the Client loses all claims against the Contractor.

The provisions in IX.6 apply by analogy to the Contractor's warranty vis-à-vis the Client.

4.4

The Client is also liable for damage to and loss of the Goods and tools that belong to the Contractor and are used in the performance of the work and/or the activities, unless the Contractor can be blamed for gross negligence or intent in this respect. The provisions as referred to in X.5 apply by analogy where possible.

4.5

As regards the performance of the work and/or the activities, the Contractor assumes no liability for injuries to persons, for damage to buildings, installations or other goods, nor for any other damage that occurred or might have occurred as a direct or an indirect result of an action or of a failure to act by him, his employees or other persons employed by or on behalf of him, unless deliberate recklessness or intent of employees who are part of the Contractor's management are involved.

4.6

The delivery time is the period that the parties agreed upon when entering into the Agreement. The delivery time is determined on the assumption that the Contractor will be able to perform the work as envisaged at the time of the offer, and is approximate, unless explicitly stated otherwise. Failure to meet the delivery date agreed upon, for whatever reason, in no way entitles the Client to claim compensation, except in case of deliberate recklessness or intent of employees who are part of the Contractor's management. In case of time lost, such an extension of the delivery time is allowed as shall be deemed reasonable, taking into account all circumstances; the cost ensuing from this extension is at the expense of the Client, without prejudice to the provisions in IV (limitation of liability).

4.7

Unless otherwise agreed, the Client is not permitted to use the delivered and assembled Goods for any other purposes than the ones they were destined for by virtue of the Agreement with the Contractor, failing which the Client loses all claims against the Contractor.

4.8

The Client is not permitted to make alterations to the Goods delivered by the Contractor nor to the construction set up by the Contractor without the Contractor's approval, failing which the Client loses all claims against the Contractor.

4.9

Directions and/or instructions regarding the Goods provided by the Contractor to the Client, including among other things those regarding the safety measures, the use or the maintenance thereof must be observed completely and promptly by the Client, failing which the Client loses all claims against the Contractor.

5. Payment

5.1

The amounts owed by the Client to the Contractor pursuant to XI.1 are invoiced at the start of the work and/or the activities, unless otherwise agreed upon. As regards payment, the provisions referred to in IX.5, where possible, apply by analogy.

5.2

The provisions referred to in IX.7, where possible, apply by analogy to the Contractor's retention of title.

XII TECHNICAL SERVICES, ADVICE AND DESIGNS

1. If the Contractor provides the Client with technical services, such as the elaboration of designs, static calculations, assembly calculations and implementation drawings, or the inspection of constructions, supervisions, and attendance of meetings, the Contractor is entitled to charge these activities separately to the Client, unless otherwise agreed upon.

2. The Client enables the Contractor, his agents, and his insurers at all reasonable times to inspect, test, adjust, repair, or replace the Contractor's Goods held by the Client. While carrying out the aforementioned activities, the Contractor interferes with the Client as little as possible.

3.

All technical services provided, advice given, and designs made by the Contractor to/for the Client are performed to the best of the Contractor's ability.

