

General Terms and Conditions of Organizer

Version

2018-1

Definitions:

The word “Supplier”, “Seller” or “Vendor” wherever used in this document or any Contract and/or (Purchase) Order and/or agreement it governs and/or makes part of shall mean:

The private company with limited liability, Shake-on B.V. - Chamber of Commerce number 62864300, having its registered office in Leiden at Bargelaan 200 (2333 CW).

The word “Client”, “Buyer”, “Purchaser” or “Commissioning Party” wherever used in this document or any Contract and/or (Purchase) Order and/or agreement it governs and/or makes part of shall mean:

The party (organizer) who makes use of the goods or services provided by the Supplier.

The word “Goods” wherever used in this document or any Contract and/or (Purchase) Order and/or agreement it governs and/or makes part of shall mean the materials, equipment, parts, components, documents and services to be supplied by the Seller.

Offer:

The offer from the Supplier to the Commissioning Party.

Terms and conditions

1 Applicability of General Terms and Conditions

1.1 These General Terms and Conditions apply to all agreements under which Shake-on provides Goods of any nature whatsoever and under any name whatsoever to the Commissioning Party.

1.2 Departures from and additions to these General Terms and Conditions will only be valid upon written approval of the Supplier.

1.3 The applicability of any purchasing or other terms and conditions of the Commissioning Party or any other party is expressly rejected.

1.4 If any provision of these General Terms and Conditions is null and void or is voided due to any laws and regulations, the other provisions of these General Terms and Conditions will remain fully in effect. The Commissioning Party shall in this circumstances notify the Supplier shall articulate new provisions to replace the null and void or voided provisions, observing as much as possible the purpose and meaning of the null and void or voided provisions.

2 Offers

2.1 All offers and other communications by the Supplier are free of obligation, unless indicated otherwise by an Authorised Representative of Supplier in writing.

2.2 The Commissioning Party guarantees the correctness and completeness of the information made available by or on behalf of it to the Supplier, on which the Supplier bases its offer. The Commissioning Party shall at all times exercise the utmost care to ensure that the requirements to which the Supplier must comply with as specified in the offer and/or subsequent agreement are correct and complete. The information stated is not binding on the Supplier, unless explicitly stated otherwise by the Supplier, nor can be the Supplier held accountable in any form or degree in case it cannot meet the requirement due to any incorrect information provide and/or action, or lack thereof, attributable to the Commissioning Party.

3 Pricing and payment

3.1 All prices are exclusive of turnover tax (VAT) and other levies that have been or will be imposed by the government. Unless otherwise agreed, all prices are stated in Euros and the Commissioning Party must make all payments in Euros.

3.2 All cost estimates and budgets provided by the Supplier are of an indicative nature only unless the Supplier states otherwise in writing. No rights or expectations may ever be derived by the Commissioning Party from a cost estimate or budget provided by the Supplier. Any available budget made known by the Commissioning Party to the Supplier shall never be considered to be a fixed price agreed between the parties for the Goods to be delivered by the Supplier. Only if agreed between the Parties in writing is the Supplier obliged to inform the Commissioning Party of any potential overrun of

a cost estimate or budget provided by the Supplier.

3.3 If the Commissioning Party consists of several natural persons and/or legal entities, each one of those persons or entities is jointly and severally bound to pay the amounts due under the agreement.

3.4 With respect to the Goods delivered by the Supplier and the resulting amounts owed by the Commissioning Party, the relevant documents and information from the Supplier's records or systems shall furnish complete proof.

3.5 If the Commissioning Party has a periodic payment obligation, the Supplier is entitled to adjust the current prices and rates subject to a period of notice of one month and in writing. If the Commissioning Party does not wish to agree to such an adjustment, the Commissioning Party is entitled, within 5 days of notification, to terminate the agreement in writing as of the date the adjustments would have entered into effect. The Commissioning Party is not entitled to such right of termination due to prices and rates adjustments subject to inflation, indices or other standards applicable in the industry. Notwithstanding the above the termination of the agreement does not release the Commissioning Party from its payment obligations due to Goods provided by the Supplier and/or any and all costs and loss of income incurred by the Supplier due to the (preparation) activities it or other parties for which it is responsible, have undertaken.

3.6 The Parties will set out in the agreement the date or dates on which the Supplier charges the Commissioning Party for the agreed supply of the Goods. The amounts due shall be paid by the Commissioning Party in accordance with the payment conditions agreed or stated on the invoice. In the absence of a specific arrangement, the Commissioning Party will pay within a term determined by the Supplier after the invoice date. The Commissioning Party is not entitled to any suspension of payment or to any offsetting of amounts due.

Notwithstanding the above, any and all payments due shall be paid by the Commissioning Party within 15 days from the date of the invoice.

3.7 If the Commissioning Party fails to pay the amounts due or fails to pay them on time, the Commissioning Party shall owe statutory commercial interest over the amount due, without any need for a reminder or notice of default. If, after a reminder or notice of default, the Commissioning Party fails to pay the amount due within 15 days of such reminder or notice, the Supplier at its absolute discretion may pass on its claim to a collection agency, in which case the Commissioning Party will be obliged to pay all judicial and extrajudicial costs, including all costs calculated by external experts, in addition to the total amount owed.

4 Confidentiality

4.1 The Commissioning Party shall ensure that all information received from the Supplier to be treated as confidential and not disclose any or parts of the information without the written approval of the Supplier. The information received by the Commissioning Party shall only be used for the purpose for which it was provided.

5 Privacy, data processing and security

5.1 If the Supplier considers it important for the implementation of the agreement, the Commissioning Party will immediately inform the Supplier on request and in writing of the manner in which the Commissioning Party exercises its obligations pursuant to legislation on the protection of personal data.

5.2 The Commissioning Party indemnifies the Supplier against any claims from persons whose personal data has been registered or is processed within the framework of a registration of personal data kept by the Commissioning Party or for which the Commissioning Party is otherwise responsible pursuant to the law, unless the Commissioning Party proves that the facts underlying the claim can be attributed to the Supplier only.

5.3 The responsibility for the data processed using a service provided by the Supplier lies solely with Commissioning Party. The Commissioning Party guarantees to the Supplier that the contents, use and/or processing of the data are not unlawful and do not infringe upon any third party right. The Commissioning Party indemnifies the Supplier against any third party legal claim, for whatever reason, in connection with this data or the implementation of the agreement.

5.4 If the Supplier is obliged, on the grounds of this agreement, to provide a form of information security, this security shall meet the specifications regarding security as agreed in writing between the parties. The Supplier is never responsible for the information security being effective in all circumstances. If information security is not expressly described in the agreement, the security shall meet a level not unreasonable in view of the state of technology, the sensitivity of the data and the costs involved in making the security arrangements.

5.5 If, in the implementation of the agreement or otherwise, any

computer, data or telecommunication facilities are used, the Supplier is entitled to provide access or identification codes to the Commissioning Party. The Supplier is entitled to change any access or identification codes provided. The Commissioning Party will treat the access and identification codes as confidential and with care and will only disclose these to authorized staff. The Supplier is never liable for loss or costs arising from the use or abuse of access or identification codes, unless the abuse was possible as a direct result of an act of gross negligence or willful misconduct by the Supplier.

5.6 Data as referred to in this article is saved for a maximum of 12 Months.

6 Reservation of title and rights, specification and suspension

6.1 All items provided to the Commissioning Party remain the property of the Supplier until the amounts owed by the Commissioning Party to the Supplier on the grounds of the agreement entered into by the parties have been paid in full to the Supplier and a written consent of the transfer of title has been provided by the Supplier.

6.2 Rights, including rights of use, are granted or transferred where applicable to the Commissioning Party on the condition that the Commissioning Party has paid in full the payments due under the agreement entered into by both parties. If the parties have agreed on a periodic payment obligation by the Commissioning Party for granting a right of use, the Commissioning Party is entitled to the right of use as long as it meets its periodic payment obligation.

6.3 The Supplier may, within the framework of the agreement, retain items received or generated, products, property rights, information, documents, software, data files and results or interim results of the service by the Supplier despite an existing obligation to surrender or transfer these until the Commissioning Party has paid the Supplier all the amounts due in full.

7 Risk

7.1 The risk of loss, theft, misappropriation or damage of items, products, data, documents, software, data files or information (including but not limited to codes, passwords and documentation.) created or used in the context of implementation of the agreement passes to the Commissioning Party at the moment they are actually put at the disposal of the Commissioning Party or of an auxiliary person deployed by the

Commissioning Party..

Add that the Commissioning Party has the obligation to return any and all items, products, data, information etc. to the Supplier in their original state and free of any and all damages, losses or modifications.

8 Intellectual property rights

8.1 If the Supplier is willing to undertake the transfer of an intellectual property right, such a commitment can only be undertaken expressly and in writing.

8.2 All intellectual property rights to software, websites, data files, equipment or other materials such as analyses and designs developed or made available to the Commissioning Party on the grounds of the agreement are held exclusively by the Supplier, its licensors or their suppliers. The Commissioning Party only acquires the rights of use which are expressly granted by these General Terms and Conditions and by law. A right of use accruing to the Commissioning Party is exclusive and non-transferable to third Parties.

9 Obligation to cooperate

9.1 The parties acknowledge that the success of work in the field of information and communication technology is generally dependent on a correct and timely mutual cooperation. To enable proper implementation of the agreement by the Supplier, the Commissioning Party shall provide the Supplier at all times with all data or information and support (in terms of knowledge and/or manpower) as requested by Supplier, considered by the Supplier to be useful, necessary and desirable, and shall render full assistance. In case that the Commissioning Party fails to comply with the aforementioned, any and all obligations of the Supplier under the agreement in place will be rendered null and void.

9.2 The Commissioning Party bears the risk of the selection, use, application and management in its organization of the equipment, software, websites, data files and other products and materials and of the services to be provided by the Supplier. The Commissioning Party itself ensures that the equipment, software, websites, data files and other products and materials are installed, fitted and put into use correctly and with the correct settings.

9.3 If, for the implementation of the agreement, use is made of computer, data or telecommunication facilities including the internet, the Commissioning Party is responsible for the correct choice of the

necessary means and for the timely and full availability thereof, except for those facilities under the direct control or management of the Supplier. The Supplier is never liable for loss or costs arising from transmission errors, disruptions or non-availability of these facilities, unless the Commissioning Party proves that this loss is or these costs are the result of gross negligence or willful misconduct on the part of the Supplier's management.

10 Delivery terms

10.1 All delivery terms and delivery dates stated by or agreed with the Supplier have been established to the best of its knowledge on the grounds of the information known to the Supplier at the time the agreement was entered into. Interim delivery dates stated by the Supplier or agreed by the parties are always considered to be target dates, are not binding on the Supplier and are only of an indicative nature. The Supplier shall endeavour to observe in all reasonableness the final delivery terms and final delivery dates insofar as possible.

The Supplier is not bound to a final delivery term or final delivery date which cannot be met because of circumstances outside its control occurring after the agreement was entered into. Nor is the Supplier bound to a delivery date or delivery term, final or otherwise, if the parties have agreed to an adjustment of the content or scope of the agreement (including but not limited to additional work and change to specifications.) or to an

adjustment of the implementation method of the agreement. In the event any term threatens to be exceeded, the Supplier and the Commissioning Party shall consult each other to discuss the consequences of the overrun for the further planning.

Notwithstanding the above any and all special measure (overtime and extra shifts, including weekends and shop holidays, alternative means of transport, sub ordering of components, hiring of extra personnel) to be taken by the Supplier to ensure the timely delivery of the good will be at the full risk and cost of the Commissioning Party.

10.2 The mere exceeding of a delivery term or delivery date, final or otherwise, stated by the Supplier or agreed by the Parties does not render the Supplier in default.

11 Termination and cancellation of the agreement

11.1 The Commissioning Party is only authorized to terminate the agreement due to a breach of contract in the event that the Supplier still fails to meet

its essential obligations under the agreement after a proper and as detailed as possible written notice of default has been served, giving a reasonable period within which to remedy the failure. The Commissioning Party's payment obligations and all other obligations of the Commissioning Party or a third party to be engaged by the Commissioning Party to cooperate are considered to be essential obligations under the agreement.

11.2 If the Supplier, and parties for which it is responsible, at the time of termination as referred to in article 11.1, has already incurred costs due to activities related to (preparation of) the implementation of the agreement, these costs and the corresponding payment obligation will not be subject to undoing. Amounts invoiced by the Supplier before the termination for that which the Supplier has properly performed or delivered pursuant to the agreement, continue to be fully due and become immediately due and payable at the moment of termination.

11.3 If an agreement for an unspecified period does not end through completion of the engagement because of its nature and content, it can be cancelled by The Supplier in writing. If no notice period has been agreed between the parties, a 15 days period must be observed on termination. The Supplier will never be bound to pay to the Commissioning Party any compensation due to termination.

11.4 The Commissioning Party is never entitled to terminate an agreement for services or a commission entered into for a fixed term before the end of that term.

11.5 The Supplier may terminate the agreement in writing with immediate effect, without judicial intervention and without notice of default, in whole or in part, if the Commissioning Party is granted a suspension of payment, provisional or otherwise, if bankruptcy proceedings are instituted against the Commissioning Party, if the company of the Commissioning Party is being wound up or terminated other than for the reconstruction or merger of companies, or if the decisive control over the Commissioning Party's company changes. The Supplier is never obliged to any refund any of monies received or to payment of damages because of this termination. In the event of bankruptcy of the Commissioning Party, the right to use software, websites and such made available to the Commissioning Party lapses by operation of law.

12 Liability of the Supplier

12.1 The total liability of the Supplier due to an imputable failure to comply with an obligation under the agreement or on any other basis, expressly including every breach of contract of a warranty obligation entered into with the Commissioning Party is limited to the amount paid out by the general insurance. If the insurer does not pay out, for whatever reason, the liability is limited to the invoice amount of the Supplier's last invoice (excl. VAT.)

12.2 The Supplier's liability is excluded for indirect loss, consequential loss, loss of profits, lost savings, reduced goodwill, loss caused by business interruption, loss as a result of claims from the Commissioning Party's customers, loss relating to the use of goods, materials or software of third parties prescribed by the Commissioning Party to the Supplier, and loss relating to the engagement of suppliers prescribed by the Commissioning Party to the Supplier. Likewise the Supplier's liability is excluded due to corruption, destruction or loss of data or documents.

12.3 Unless performance by the Supplier is permanently impossible, liability of the Supplier arises because of a breach of contract only if the Commissioning Party immediately gives the Supplier a written notice of default, in which a reasonable term is set to remedy the breach, and the Supplier continues to be in breach of contract after that term. The notice of default must contain a complete and as detailed a description as possible of the failure so that the Supplier has the opportunity to respond adequately.

12.4 A claim for compensation cannot be considered unless a written notice of the loss is given by the Commissioning Party to the Supplier within 5 calendar days of the event. Every claim for compensation against the Supplier lapses by the mere expiry of 1 week after the occurrence of the loss or damage.

12.5 The Commissioning party indemnifies the Supplier against all third party claims resulting from a defect in a product or system or Goods supplied by the Commissioning Party to a third party and which consisted partly of equipment, software, websites, or other Goods supplied by the Supplier,

12.6 The provisions of this article and all other restrictions and exclusions from liability stated in these Terms and Conditions apply also in favor of all persons and legal entities the Supplier makes use of in the implementation of this agreement.

12.7 Notwithstanding the above, the total sum of all liabilities of the Supplier, and the parties for which it is responsible, shall never be in excess of fifty (50) percent of the total amount of the monies paid by the Commissioning party to the Supplier.

13 Force majeure

13.1 Supplier shall not be held to fulfil any obligation, including any warranty obligation agreed between the parties, if prevented from doing so as a result of force majeure. Force majeure includes: (i) force majeure of the Supplier's suppliers, (ii) The Commissioning Party, its representatives and suppliers prescribed by the Commissioning Party to the Supplier not fully complying with their obligations, (iii) defective items, equipment, locations, software or materials of third parties, the use of which is prescribed by the Commissioning Party to the Supplier, (iv) government measures, (v) electrical black-outs, (vi) failures of the internet, computer network or telecommunication facilities, (vii) war, (viii) staffing requirements, (ix) strikes, (x) general transport problems and (xi) the unavailability of one or more staff members. (xii) or other similar causes beyond Supplier's control and which Supplier could not have reasonably foreseen or provided against,

13.2 If a situation of force majeure lasts longer than ninety days, the Supplier is entitled to terminate the agreement in writing. In that event, all costs incurred by Supplier due to activities related to and/or delivery of Goods on the basis of the agreement is reimbursed by the Commissioning Party without the Supplier the Commissioning Party anything.

14 Adjustments and additional work

14.1 If the Supplier has performed work or delivered Goods at the request or with the prior permission of the Commissioning Party, whether written or verbal, that falls outside the content or scope of what has been agreed, such work or or delivery of Goods will be paid for in full by the Commissioning Party to the Supplier in accordance with the agreed fees or in the absence of these, in accordance with the supplier's usual fees. However, the Supplier is not required to comply with such a request and can require that a separate written agreement be entered into in respect thereof.

14.2 The Commissioning Party accepts that the agreed or expected moment of completion of the service and the mutual responsibilities of the Commissioning Party and the Supplier may be influenced by the work or performance as referred to in this article. If additional work, or a demand for additional work, arises during the implementation of the agreement, this shall never constitute grounds

for cancellation or termination of the agreement on the part of the Commissioning Party.

14.3 Insofar as a fixed price was agreed for the Goods, the Supplier shall inform the Commissioning Party on request in writing about the financial consequences of the additional work or Goods as referred to in this article.

15 Services

15.1 The Supplier will provide the services agreed in writing between the parties to the Commissioning Party.

15.2 If it has been agreed that the service will take place in phases or if the Supplier's work method provides for a phase-by-phase approach, the Supplier is entitled to postpone the start of the service pertaining to a phase until the Commissioning Party has approved the results of the previous phase in writing.

15.3 Unless otherwise agreed, the Commissioning Party is responsible for the use of the service and the way in which the results of the service are used. The Commissioning Party is also responsible for the instruction of, and use, by users, irrespective of whether these users are in an authority relationship to the Commissioning Party.

16 Performance of services

16.1 The Supplier undertakes to perform the service with care, where applicable in accordance with the written agreements and procedures set down with the Commissioning Party. All the Supplier's services are performed on the basis of a best-effort obligation, unless and in as much as the Supplier has committed to a specific result in the written agreement and this result has been described in a sufficiently precise manner.

16.2 All equipment, software and items used by the Supplier for the service remain the property and/or intellectual property of the Supplier, notwithstanding whether the Commissioning Party pays the Supplier a fee for the development or purchase thereof.

16.3 If the Commissioning Party makes any software, hardware or other company resources in connection with the Supplier's service available to the Supplier, the Commissioning Party is responsible for obtaining the necessary licenses or approvals regarding the company resources which the Supplier may need.

17 Duration

17.1 The agreement is entered into for the duration agreed between the parties, failing which for the duration of one year. The duration of the agreement is tacitly extended each time for the duration of the original term, unless the Supplier terminates the agreement in writing, observing a notice period of one month before the end of that period.

18 Payment

18.1 In the absence of an expressly agreed invoicing schedule, all amounts are due retroactively per calendar month. The Supplier may always request payment in advance.

18.2 Unless otherwise agreed, the amounts are due fifteen (15) days from the date of invoicing.

18.3 Should the participant, for whatever reason, cancel a purchase or take back/reverse a payment, the Supplier is entitled to settlement with the Commissioning Party without further notification or consultation with the Commissioning Party, or to charge this amount to the Commissioning Party. The Commissioning Party indemnifies the Supplier against loss resulting from the taking back/reversal of Payments.

19 Rent and hire of ICT, telecommunication and computer equipment

19.1 The Supplier hires out to the Commissioning Party the ICT, telecommunication or office equipment as determined in the agreement, and the accompanying user documentation, hereinafter referred to as 'the equipment'.

19.2 Unless otherwise agreed in writing, the equipment rental does not include the provision of software and consumer items and consumables necessary for the use of the equipment. The consumer items and consumables include but are not limited to batteries, stamps, ink cartridges, toners, cables and accessories.

19.3 If the Commissioning Party is also provided with software necessary for the use of the equipment, the Supplier may request the Commissioning Party to enter into a separate license agreement for this software. Likewise, the Supplier may request the Commissioning Party to enter into a separate purchase agreement for any purchase of consumer items and consumables.

20 Prior inspection

20.1 If not provided for in the agreement between the parties, the Supplier may, by way of prior inspection draft a report prior to or on the occasion of the provision of the equipment, describing the condition of the equipment and stating any established defects. The Supplier may require the Commissioning Party to sign the report describing the condition of the equipment drafted by the Supplier for approval before the Supplier makes the equipment available to the Commissioning Party. Failing to sign the report shall constitute the Acceptance of the Commissioning Party of the report.

Unless otherwise agreed by the Parties, defects in the equipment stated in the report are for the account of the Commissioning Party unless proven otherwise. On

establishing any defects, the Commissioning Party may propose in what way and within which timeframe the repair of the defects stated in the report will take place for Supplier's approval and/or acceptance. The repairs to be carried out by or on account of the Commissioning Party, must be carried out properly and to the Supplier's satisfaction and written acceptance.

20.2 If the Commissioning Party, for whatever reason, does not properly cooperate with a prior inspection as referred to in the previous paragraph, the Supplier is entitled to carry out this inspection in the absence of the Commissioning Party and to draft said report itself. This report is binding on the Commissioning Party.

20.3 If no prior inspection is carried out, the Commissioning Party is deemed to have received the Goods in a good condition and shall constitute Commissioning Party's Acceptance of the Goods and fulfilment of Supplier's obligations under the agreement between the Parties.

21 Duration of the rent

21.1 The rental agreement is entered into for the duration agreed between the parties, failing which for the duration of one year. The rent commences on the day the equipment is made available to the Commissioning Party on an Ex Works basis, as per 2010 INCOTEMRS, at Supplier's premises. The duration of the rental agreement is each time tacitly extended for the period of the original term, unless the Supplier terminates the agreement observing the notice period of one month before the end of that period.

21.2 On expiry of a rental agreement for a fixed term, the agreement ends without any notice of termination from the Supplier being required.

22 Use of the equipment

22.1 The Commissioning Party will use any and all equipment and Goods provided by the Supplier, always to the exclusion of third parties, in accordance with the intended purpose based on the rental agreement. The Commissioning Party is obliged to use the equipment solely in and for its own organization or company. Use of the Goods by or on behalf of third parties is not permitted. The right to use the Goods is non-transferable. The Commissioning Party is not permitted to subrent the equipment to any third party or to give any third party the use or joint use of it in any form whatsoever.

22.2 Goods will be only be used at the location agreed on between the parties,. The Commissioning Party itself will install, fit and make the equipment/Goods ready for use.

22.3 The Commissioning Party is not permitted to use or in any other way have available the Goods or any part thereof as security or collateral, in whatever way, towards a third party.

22.4 The Commissioning Party will use and keep the Goods carefully. The Commissioning Party will take timely and effective measures to prevent any damage to the Goods. In the event of any damage to the Goods, the Commissioning Party will immediately notify the Supplier in writing. The Commissioning Party is fully liable for damages to the Goods towards the Supplier and third parties affected by the damage.

23 Change in the condition of the equipment

23.1 The Commissioning Party is not permitted to change the Goods in whole or in part or to add anything to it without prior written approval from the Supplier.

23.2 The parties agree that defects regarding changes and additions to the Goods carried out or commissioned by the Commissioning Party and all defects arising from such changes or additions to the Goods are not considered defects within the meaning of Section 7:204 of the Dutch Civil Code. The Commissioning Party has no claim against the Supplier with regard to these defects. The Supplier is not held to repair or maintain these defects.

23.3 The Commissioning Party is liable to the Supplier for defects in the Goods relating to changes and additions made by the Commissioning Party.

23.4 The Commissioning Party has no claim to any compensation, in any

connection whatsoever, relating to changes or additions made by the Commissioning Party to the rented Goods that, for whatever reason, have not been undone or removed at or after the end of the rental agreement.

24 Rent

24.1 Unless otherwise agreed in writing, the rent agreed between the parties is due at the start of the rent or, in the event of periodic rent instalments, at the start of a rental period.

24.2 Unless otherwise agreed in writing, the rent does not include payment for the provision of software and/or consumables.

24.3 The Commissioning Party will pay the Supplier the rent due in advance before or no later than on the first day of the rent or, in the event of periodic rent instalments, no later than at the start of a rental period.

25 Maintenance of equipment

25.1 The Commissioning Party will not carry out maintenance on the equipment or have maintenance carried out on it by a third party.

25.2 The Commissioning Party will notify the Supplier immediately in writing of any defects to the Goods established by the Commissioning Party.

25.3 The Supplier will undertake to repair, by way of corrective maintenance, any defects to the Goods chargeable to the Supplier, within a reasonable period. The Commissioning Party will at all times and without any delays enable the Supplier on request to carry out corrective and/or preventive maintenance. The Commissioning Party and the Supplier will consult each other in advance about the days and times the maintenance is to take place. During the maintenance period, the Commissioning Party is not entitled to alternative and or replacement Goods.

25.4 The Supplier is always entitled to choose to dispense with the repair of defects and to replace the Goods with similar, but not necessarily identical, Goods.

25.5 The Supplier is never obliged to repair or reconstruct any lost data.

26 Final inspection and return

26.1 The Commissioning Party will return all equipment/Goods in its original condition to the Supplier at the end of the rental agreement, no later than five (5) Working Days.

26.2 On the Supplier's request, the Commissioning Party will fully cooperate with a joint inspection of the condition of the equipment/Goods, before or at the latest on the last working day of the duration of the rental agreement. The parties will jointly draft and sign a report of the findings of the final inspection.

26.3 If the Commissioning Party, for whatever reason, does not properly cooperate with a final inspection as referred to in the previous paragraph, the Supplier is entitled to carry out this inspection in the absence of the Commissioning Party and to draft said report itself. This report is binding on the Commissioning Party.

26.4 The Supplier is entitled to resolve or have resolved by a third party at the Commissioning Party's expense any defects stated in the final inspection report as referred to in the previous two paragraphs and which are at the risk and expense of the Commissioning Party. The Commissioning Party is furthermore fully liable for any loss incurred by the Supplier regarding temporary lack of usability or renting potential of the equipment/Goods.

26.5 In the event the Commissioning Party, at the end of the rental agreement, has not undone a change or removed an addition made by or on behalf of it to the Goods, the parties agree that the Commissioning Party is deemed to have relinquished any rights to such changes and/or additions without the Commissioning Party being entitled to any compensation.

27 Liability

27.1 Notwithstanding the provisions concerning liability, the Supplier is never liable for damage or loss as a result of defects in the Goods of which the Supplier was not aware when the rental agreement was entered into, or for damage or loss as a result of defects in the Goods arising after the rental agreement was entered into.

27.2 The Commissioning Party is liable to the Supplier in all cases for all damage or loss to the Goods arising - by whatever circumstance - during the period of rent, therefore also if this damage or loss is not attributable to the Commissioning Party.

27.3 In all cases, the Commissioning Party is liable to the Supplier for theft, loss or misappropriation of the equipment for the duration of the Rent.

28 Indemnity

28.1 The Commissioning Party agrees to defend, indemnify and hold harmless Supplier its directors, officers, employees, agents and representatives, from and against all claims, demands, causes of action, liability, loss or expense arising from or relating to any actual or asserted:

28.1.1 Failure by Commissioning Party to comply with any law, ordinance, regulation, rule or order, or with the agreement in place between the Parties. This Section 28.1.1 includes, but is not limited to, fines or penalties by government authorities and claims arising from Commissioning Party's actual or asserted failure to pay taxes.

28.1.2 Violation or infringement of rights in any patent, copyright, proprietary information, trade secret or other property right caused or alleged to be caused by the use or sale of goods, materials, equipment, methods, processes, designs or information. Should any goods or services provided to Supplier by Commissioning Party become, or appear likely to become, the subject of a claim of infringement of a patent, copyright or other property right, the Commissioning Party shall, at Supplier's option, either procure for Supplier the right to continue using such goods or services, replace same with equivalent, non-infringing goods or services, or modify the goods or services so that the use thereof becomes non-infringing, provided that any such modification or replacement is of equal quality and provides equal performance to the infringing goods or services.

28.1.3 Injury to or death of persons (including employees of Commissioning Party, Supplier and Supplier's suppliers) or from damage to or loss of property (including the property of the Commissioning Party) arising directly or indirectly out the agreement between Parties or out of any acts or omissions of the Commissioning Party. Commissioning Party's defense and indemnity obligations hereunder include claims and damages arising from non-delegable duties of Supplier or arising from use by Supplier of equipment, tools, scaffolding or facilities furnished to Supplier by the Commissioning Party.

28.1.4 Contamination, pollution, or public or private nuisance, arising directly or indirectly out of this agreement or out of any acts or omissions by the Commissioning Party and parties for which is it responsible.

28.2 Commissioning Party's defense and indemnity obligations shall apply regardless of whether the party to be indemnified was concurrently negligent, whether actively or passively, excepting only where the injury, loss or damage was caused solely by the negligence or willful misconduct of, or by defects in design furnished by, the party to be

indemnified. Commissioning Party's defense and indemnity obligations shall include the duty to reimburse any attorneys' fees and expenses incurred by Supplier for legal action to enforce the Commissioning Party's indemnity obligations.

28.3 In the event that any indemnity provisions in this agreement are contrary to the law governing this agreement, then the indemnity obligations applicable hereunder shall be construed to apply to the fullest extent allowed by applicable law.

28.4 With respect to claims by employees of the Commissioning Party's or its clients or parties for which it is responsible, the indemnity obligations under this agreement shall not be limited by the fact of, amount, or type of benefits or compensation payable by or for Commissioning Party, its suppliers or subsuppliers under any workers' compensation, disability benefits, or other employee benefits acts or regulations, and Commissioning Party waives any limitations of liability arising from workers' compensation or such other acts or regulations.

29 Attachment of Goods

28.1 The Commissioning Party will immediately notify the Supplier in writing of any writ of attachment of the Goods, (including that falling under bankruptcy proceedings), with a detailed statement of the identity of the attaching party and the reason for the attachment. The Commissioning Party will immediately provide the bailiff levying the attachment with the rental agreement for inspection. The Commissioning Party is liable to the Supplier for all costs and damages in connection with an attachment of the Goods.

30 Fraud

29.1 At all times, the Supplier is entitled to discontinue the implementation of the agreement, or to cancel/refuse orders or purchases, if there is a suspicion of fraud, deceit, abuse or if - in its opinion - damage is being caused to the Supplier or the participating companies. The Supplier is entitled in such cases to file a police report, or a report with the competent authorities.

31 TERMINATION FOR CONVENIENCE: Supplier shall have the right to terminate for its convenience further performance of all or any separable part of agreement at any time by written notice to Commissioning Party. On the date of such termination stated in the notice, Commissioning Party shall discontinue all work pertaining to the agreement, shall place no additional orders, and shall preserve and protect materials on

hand purchased for or committed to this agreement, work in progress, and completed work in Commissioning Party 's location pending Supplier's instructions, and shall dispose of same in accordance with Supplier's instructions. Termination payment to Supplier shall be promptly based on that portion of the work performed to the date of cancellation, including reimbursement for actual costs, reasonable overhead and profit on such work, plus reasonable and necessary expenses resulting from the termination, disposition of work and material on hand, and amounts previously paid by Commissioning Party.

Commissioning Party shall not be entitled to any loss of prospective profits, contribution to overhead or incidental, consequential or other damages because of such termination. Commissioning Party shall return all Goods with all applicable consumables and equipment or dispose of goods as directed by Supplier prior to final payment.

31. LIENS: Commissioning Party agrees to indemnify, hold harmless and defend Supplier and parties it is responsible for from and against all liens arising from the performance of Supplier's obligations under this agreement and shall keep the premises of Supplier free from all such claims, liens, and encumbrances. To the full extent permitted by applicable law, Commissioning Party, for itself and all of its clients of any tier, waives all rights of lien against the property and premises of Supplier for labor performed, or lack thereof, or for Goods furnished, or lack thereof, under this agreement.

32 Applicable law and disputes

30.1 This agreement between the Supplier and the Commissioning Party is governed by Dutch law.

30.2 Any disputes which may arise between the Supplier and the Commissioning Party in connection with an agreement entered into between the Supplier and the Commissioning Party or in connection with any other agreements resulting therefrom, may only be put before the competent court of the District Court of The Hague.