**General Terms and Conditions of Bouwtechnisch Tekenbureau Helmig (BTTBHelmig), with its registered office at Raatven 9, 5646 HS Eindhoven, the Netherlands, and registered at the Chamber of Commerce under number 17278431.**

**Article 1 General**

1.1 These terms and conditions apply to every offer, quotation, and agreement between BTTBHelmig and a Client to which BTTBHelmig has declared these terms and conditions applicable, insofar as the Parties have not explicitly deviated from these terms and conditions in writing.

1.2 These terms and conditions also apply to agreements with BTTBHelmig, the performance of which requires the engagement of third parties by BTTBHelmig.

1.3 The most recently filed version or the version that applied at the time the legal relationship with BTTBHelmig was established always applies.

1.4 The applicability of any purchasing or other conditions of the Client is expressly rejected.

1.5 If one or more provisions of these general terms and conditions should at any time be fully or partially void or annulled, the other provisions of these general terms and conditions will remain fully applicable. BTTBHelmig and the Client shall then consult in order to agree on new provisions to replace the void or annulled provisions, taking into account the aim and purpose of the original provisions as far as possible.

1.6 If there is any uncertainty about the interpretation of one or more provisions of these general terms and conditions, the interpretation must be made 'in the spirit' of these provisions.

1.7 If a situation arises between the Parties that is not covered by these general terms and conditions, it must be assessed in accordance with the spirit of these general terms and conditions.

1.8 The Dutch text of the general terms and conditions is always decisive for their interpretation.

1.9 If BTTBHelmig does not always require strict compliance with these terms and conditions, this does not mean that their provisions do not apply, or that BTTBHelmig would to any extent forfeit the right to require strict compliance with the provisions of these terms and conditions in other cases.

1.10 The revised DNR 2011 (July 2013) 'The New Regulations 2011: Legal relationship between the Client - Architect, Engineer, and Advisor DNR 2011' apply to these delivery conditions.

**Article 2 Quotations and offers**

2.1 All quotations and offers of BTTBHelmig are without obligation, unless a period for acceptance is specified in the quotation. If an acceptance period has not been specified, no right can be derived in any way from the quotation or offer if the product to which the quotation or offer relates is meanwhile no longer available.

2.2 BTTBHelmig cannot be bound by its quotations or offers if the Client can reasonably understand that the quotation or offers, or any part of them, contains an obvious mistake, clerical error, or misprint.

2.3 The prices specified in a quotation or offer exclude VAT and other government levies, any costs incurred for the purpose of the agreement, including travel and accommodation, forwarding and administration costs, unless stated otherwise.

2.4 If the acceptance (on minor points or otherwise) deviates from the proposal made in the quotation or offer, BTTBHelmig will not bound by it. Unless BTTBHelmig indicates otherwise, the agreement will then not be concluded in accordance with this deviating acceptance.

2.5 A combined quotation does not oblige BTTBHelmig to execute part of the order for a corresponding portion of the quoted price. Offers or quotations do not automatically apply to future orders.

**Article 3 Contractual term, deadlines, transfer of risk, performance and amendment of the agreement, price increases**

3.1 The agreement between BTTBHelmig and the Client is entered into for an indefinite period, unless the nature of the agreement dictates otherwise, or the Parties explicitly agree otherwise in writing.

3.2 BTTBHelmig is bound by oral agreements only after it has confirmed them in writing to the Client or as soon as it has started to perform these agreements without any objection from the Client.

3.3 If a period has been agreed or stated for the performance of certain work or for the delivery of certain goods, this is never intended to be a strict deadline. If a period is exceeded, the Client must therefore give BTTBHelmig a written notice of default. BTTBHelmig must be given a reasonable period of time in this notice in which to still render its performance.

3.4 BTTBHelmig shall perform the agreement to the best of its knowledge and ability and in accordance with high standards, based on the latest scientific and technical knowledge.

3.5 BTTBHelmig is entitled to have certain work performed by third parties without prior notification to and consent from the Client. The applicability of Book 7, Sections 404, 407(2) and 409 of the Dutch Civil Code is expressly excluded.

3.6 If BTTBHelmig or third parties that it engages perform work as part of the order at the location of the Client or at a location designated by the Client, the Client shall provide the facilities, or access to the facilities, as reasonably required by those workers free of charge.

3.7 Delivery will be made ex works from BTTBHelmig. The Client is obliged to take delivery of the goods when they are made available to it. If the Client refuses to take delivery or fails to provide information or instructions necessary for the delivery, BTTBHelmig will be entitled to store the goods at the Client's expense and risk. The risk of loss, damage, or depreciation passes to the Client when the goods are made available to it.

3.8 BTTBHelmig is entitled to perform the agreement in several phases and to invoice each completed part separately.

3.9 If the agreement is performed in phases, BTTBHelmig may suspend the performance of those parts belonging to a subsequent phase until the Client has approved the results of the preceding phase in writing.

3.10 The Client shall ensure that all data, which BTTBHelmig indicates are necessary for the performance of the agreement, are complete and correct and are provided to BTTBHelmig in due time. If a suspension and/or delay gives rise to extra costs for the performance of the agreement, these will be charged to the Client at the prevailing normal rates. The period for performance will not commence until the Client has made the data available to BTTBHelmig. BTTBHelmig is not liable for damage of any nature, if it has proceeded on the basis of incorrect and/or incomplete data provided by the Client.

3.11 If it becomes apparent during the performance of the agreement that amending or supplementing the agreement is necessary for its proper performance, the Parties shall promptly amend the agreement in joint consultation. If the nature, scope, or content of the agreement is changed, whether or not at the request or on the instructions of the Client, the competent authorities, etc., and the agreement is changed qualitatively and/or quantitatively as a result, this may have consequences for the original agreement. As a result, the originally agreed amount can also be increased or decreased. BTTBHelmig shall quote prices in advance, as far as possible. The original period for performance may also be changed as a result of an amendment to the agreement. The Client accepts the possibility of amendments to the agreement, including a change in price and in the period for performance.

3.12 If the agreement is amended or supplemented, BTTBHelmig will be entitled to start performing it only after the person authorized within BTTBHelmig has given approval for this purpose and the Client has agreed to the price and other conditions stated for the performance, including the date to then be determined for the rendering of the performance. Failure to perform the amended agreement or to perform it immediately will not constitute a breach of contract by BTTBHelmig or grounds for the Client to terminate or cancel the agreement.

3.13 Without being in default as a result, BTTBHelmig may refuse a request to amend the agreement, if this could have qualitative and/or quantitative consequences, for example for the work to be performed or the goods to be delivered in that context.

3.14 If the Client fails to properly fulfil its obligations towards BTTBHelmig, it will be liable for all damage caused directly or indirectly to BTTBHelmig as a result.

3.15 If BTTBHelmig agrees a fixed fee or price with the Client, it will nevertheless be entitled at all times to increase that fee or price without the Client being entitled to terminate the agreement for that reason, if the price increase results from a statutory or regulatory power or obligation, is caused by an increase in the price of raw materials, wages, etc., or is based on other grounds that were not reasonably foreseeable when the agreement was concluded.

3.16 If the price increase, other than as a result of an amendment to the agreement, amounts to more than 10% and occurs within three months of the conclusion of the agreement, only the Client who may rely on Book 6, Title 5, Section 3 of the Dutch Civil Code is entitled to terminate the agreement by means of a written statement, unless:

a. BTTBHelmig is still prepared in that case to perform the agreement based on the originally agreed provisions;
b. the price increase is the result of a statutory power or obligation of BTTBHelmig;
c. it has been stipulated that delivery will take place more than three months after the conclusion of the agreement; or
d. in the event of delivery of an item, it has been stipulated that the delivery will take place more than three months after the purchase.

**Article 4 Suspension, termination, and early notice of termination/cancellation of the agreement**

4.1 BTTBHelmig is authorized to suspend fulfilment of its obligations or to terminate the agreement in case of force majeure, if the Client fails to fulfil its obligations under the agreement, or fails to do so fully or punctually, if circumstances which come to BTTBHelmig's knowledge after the conclusion of the agreement give it good reason to fear that the Client will not fulfil its obligations, if the Client, at the time of the conclusion of the agreement, was requested to provide security for the fulfilment of its obligations under the agreement and this security is not forthcoming or is inadequate, or if BTTBHelmig, due to delays by the Client, can no longer be expected to perform the agreement under the originally agreed conditions.

4.2 BTTBHelmig is further entitled to terminate the agreement if circumstances arise of such a nature that the performance of the agreement is impossible, or if circumstances otherwise arise of such a nature that the maintenance of the agreement in unmodified form cannot reasonably be expected of BTTBHelmig.

4.3 If the agreement is terminated, all amounts owing by the Client to BTTBHelmig will become immediately due and payable. If BTTBHelmig suspends the performance of the obligations, it will retain its statutory and contractual rights.

4.4 If BTTBHelmig suspends or terminates the agreement, it will not be obliged to pay compensation for damage and costs that arise as a result of this in any way whatsoever.

4.5 If the termination is attributable to the Client, it shall compensate BTTBHelmig for any direct and indirect damage suffered and the costs that are incurred.

4.6 If the Client does not fulfil its obligations under the agreement and this failure to perform justifies termination, BTTBHelmig will be entitled to terminate the agreement forthwith, without the need for any prior notice of default, and with immediate effect without any obligation on its side to pay any compensation or damages, while the Client is obliged to pay compensation or damages on account of its failure to perform, notwithstanding any mandatory provisions of law.

4.7 If BTTBHelmig terminates the agreement early, it shall, in consultation with the Client, arrange for the transfer of the work still to be performed to third parties. This applies unless the termination is attributable to the Client. If the transfer of the work entails extra costs for BTTBHelmig, these costs will be charged to the Client. The Client is obliged to pay these costs within the specified period, unless BTTBHelmig indicates otherwise.

4.8 The possibility of early termination of a fixed-term agreement by the Client is hereby expressly excluded. The Client may terminate an open-ended agreement with due observance of a three-month notice period.

4.9 In the event of liquidation, a petition for or a granted moratorium on the payment of debts or bankruptcy, attachment – if and insofar as the attachment has not been lifted within three months – of the Client's assets, debt restructuring, or any other circumstance as a result of which the Client can no longer freely dispose of its assets, BTTBHelmig will be free to terminate the agreement immediately, without the need for any prior notice of default, and with immediate effect, or to cancel the order or agreement, without any obligation on its side to pay any compensation or damages. In that case, BTTBHelmig's claims against the Client will become immediately due and payable.

4.10 If the Client cancels all or part of an order that has been placed, the work that has been performed and the goods that have been ordered or prepared for that purpose, plus any related supply, removal, and delivery costs and the working hours reserved for the performance of the agreement, will be charged in full to the Client.

**Article 5 Force majeure**

5.1 BTTBHelmig is not obliged to fulfil any obligation towards the Client if it is prevented from doing so as a result of a circumstance that cannot be attributed to it and for which it is not accountable by law, a legal act, or generally accepted practice.

5.2 For the purpose of these general terms and conditions, force majeure, in addition to what is understood in this respect by law and in case law, means all external causes, whether foreseen or not, over which BTTBHelmig cannot exercise any control, but which prevent BTTBHelmig from fulfilling its obligations. This includes strikes in the business of BTTBHelmig or of third parties. BTTBHelmig is also entitled to rely on force majeure if the circumstance preventing the performance, or further performance, of the agreement occurs after BTTBHelmig should have fulfilled its obligation.

5.3 BTTBHelmig may suspend the obligations under the agreement during the period of the force majeure. If this period lasts longer than three months, each of the Parties will be entitled to terminate the agreement, without any obligation to pay compensation to the other party.

5.4 Insofar as BTTBHelmig has already partially fulfilled its obligations under the agreement or will be able to fulfil them when the force majeure occurs, it will be entitled to invoice the fulfilled part or the part that is to be fulfilled separately. The Client shall pay this invoice as if it were a separate agreement.

**Article 6 Payment and collection costs**

6.1 Payment must always be made within 14 days of the invoice date, in a manner designated by BTTBHelmig and in the currency in which the invoice has been issued, unless otherwise indicated in writing by BTTBHelmig. BTTBHelmig is entitled to invoice periodically.

6.2 BTTBHelmig is at all times entitled to demand cash payment, a full or partial advance payment, interim payment, or any other security for payment from the Client.

6.3 If the Client fails to pay an invoice by the due date, it will be in default by operation of law, without the need for any prior further demand or notice of default. The Client shall then owe interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate will be payable. Interest on the due amount will be calculated as from the date that the Client is in default until the date of payment of that amount in full.

6.4 If the Client is in default or has failed to fulfil its obligations on time, it will also be indebted to BTTBHelmig for extrajudicial costs, without the need for any prior further demand or notice of default. The extrajudicial costs are calculated on the basis of the Extrajudicial Collection Costs (Fees) Decree (BIK; *Besluit Buitengerechtelijke Incasso Kosten*). However, if BTTBHelmig has incurred higher collection costs that were reasonably necessary, the actual costs incurred will be eligible for reimbursement. Any judicial and enforcement costs incurred will also be recovered from the Client. The Client shall also owe interest on the outstanding collection costs.

6.5 The extrajudicial collection costs are calculated in accordance with the BIK as follows:

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| On the first €2,500.00: | 15%, subject to a minimum of €40.00 and a maximum of €375.00; |
| On the surplus up to €5,000.00: | 10% |
| On the surplus up to €10,000.00: | 5% |
| On the surplus up to €200,000.00: | 1% |
| On the surplus as from €200,000.00: | 0.5%, subject to a maximum of €6,775.00. |

6.6 BTTBHelmig is entitled to allocate the payments made by the Client firstly in reduction of the costs, then in reduction of the outstanding interest, and lastly in reduction of the principal sum and the current interest. Without being in default as a result, BTTBHelmig may refuse an offer to pay if the Client indicates a different order for the allocation of the payment. BTTBHelmig may refuse full repayment of the principal sum, if the outstanding and current interest and collection costs are not also paid simultaneously.

6.7 The Client is never entitled to apply setoff to the amount it owes BTTBHelmig. Objections to the amount of an invoice do not suspend the payment obligation. The Client is also not entitled to suspend payment of an invoice for any other reason, notwithstanding any mandatory provisions of law.

6.8 The provisions of this article apply notwithstanding any mandatory provisions of law. Contrary to the provisions of paragraphs 2 and 5 of this article, clients acting in the capacity of consumers must first receive a written demand for payment, in which they are given the opportunity to still make payment within 14 days of receipt of that demand, before they will be in default.

**Article 7 Retention of title**

7.1 The goods supplied by BTTBHelmig under the agreement remain its property until the Client has duly fulfilled all obligations under the agreement(s) concluded with BTTBHelmig.

7.2 The goods supplied by BTTBHelmig, which are subject to retention of title under paragraph 1, may not be resold and may never be used as a means of payment. The Client is not authorised to pledge or otherwise encumber the goods covered by the retention of title.

7.3 The Client must at all times do everything that may reasonably be expected of it to safeguard BTTBHelmig's proprietary rights. If third parties attach the goods supplied subject to retention of title or wish to establish or enforce rights to them, the Client shall immediately inform BTTBHelmig of this fact. The Client furthermore undertakes to insure the goods supplied subject to retention of title and to keep them insured against fire, explosion and water damage, as well as against theft, and to allow BTTBHelmig to inspect this insurance policy immediately on request. BTTBHelmig is entitled to any payment made under the insurance. Insofar as necessary, the Client undertakes towards BTTBHelmig in advance to cooperate in anything that may be or prove necessary or desirable in that regard.

7.4 If BTTBHelmig wishes to exercise its proprietary rights referred to in this article, the Client gives its unconditional and irrevocable consent in advance to BTTBHelmig, and to third parties designated by BTTBHelmig, to enter all those places where the property of BTTBHelmig is located and repossess it.

**Article 8 Warranties, complaints, and prescription**

8.1 The goods to be supplied by BTTBHelmig comply with the usual requirements and standards that can reasonably be set for them at the time of delivery and for which they are intended during normal use in the Netherlands. The warranty referred to in this article

applies to goods that are intended for use within the Netherlands. If the goods are used outside the Netherlands, the Client must verify for itself whether their use is appropriate and complies with the conditions set for them in that country. In that case, BTTBHelmig may set different warranty and other conditions for the goods to be supplied or the work to be performed.

8.2 The warranty referred to in paragraph 1 of this article applies for a period of one month after delivery, unless the nature of the supplied goods dictates otherwise, or the Parties have agreed otherwise. If the warranty provided by BTTBHelmig concerns an item produced by a third party, the warranty will be limited to that provided by the producer of that item, unless otherwise stated.

8.3 Any form of warranty will cease to apply if a defect has arisen as a result of or stems from incorrect, injudicious, or improper use of the supplied goods, their use for purposes other than those for which they are intended, incorrect storage or maintenance of the goods by the Client and/or by third parties, if the Client or third parties have made or tried to make changes to the goods without the written consent of BTTBHelmig, attached other goods to them which should not be attached to them, or if these goods are processed or treated in a way other than as prescribed. The Client likewise cannot claim under the warranty if the defect has arisen as a result of circumstances over which BTTBHelmig cannot exercise any control, including weather conditions (including but not limited to extreme rainfall or temperatures), etc.

8.4 The Client is obliged to inspect the delivery, or to have it inspected, immediately when the goods are made available to it, or the relevant work has been performed. In doing so, the Client should examine whether the quality and/or quantity of the delivery is in accordance with what has been agreed and meets the requirements agreed on between the Parties in this respect. Any visible defects must be reported to BTTBHelmig in writing within seven days of delivery. Any hidden defects must be reported to BTTBHelmig in writing immediately, but no later than fourteen days after their discovery in any case. The notification must describe the defect in as much detail as possible so as to allow BTTBHelmig to respond adequately. The Client must give BTTBHelmig the opportunity to investigate or have a complaint investigated.

8.5 If a defect is reported later, the Client will no longer be entitled to any repairs, replacement, or compensation.

8.6 If the Client complains in due time, this does not suspend its payment obligation. In that case, the Client shall also remain obliged to take delivery of and pay for goods otherwise ordered and for that in respect of which it has given BTTBHelmig instructions.

8.7 If it is established that an item is defective and a complaint in this regard has been made in due time, BTTBHelmig shall, at its discretion, either replace the defective item within a reasonable period of time of receipt of the returned item or, if returning it is not reasonably possible, of written notice of the defect by the Client, or ensure that the item is repaired or that the Client is paid replacement compensation for that item. If a defective item is replaced, the Client is obliged to return and give BTTBHelmig ownership of that item, unless BTTBHelmig indicates otherwise.

8.8 If it is established that a complaint is unfounded, BTTBHelmig's resultant costs that are incurred, including the costs of any inspections, are payable in full by the Client.

8.9 After the expiry of the warranty period, all costs for repairs or replacement, including administration, forwarding, and call-out charges, will be charged to the Client.

8.10 Warranties are issued only to the Client and cannot be transferred to third parties.

8.11 The enforcement of warranties is suspended until the Client has fulfilled all its payment obligations to BTTBHelmig with regard to the goods concerned.

8.12 BTTBHelmig does not warrant and is never deemed to have warranted that the supplied goods are suitable for the purpose for which the Client wishes to process, treat, use, or have them used, unless it has explicitly confirmed this to the Client in writing.

8.13 Notwithstanding the statutory prescription periods, the prescription period for all claims and defences against BTTBHelmig and third parties that BTTBHelmig has engaged in the performance of the agreement, is one year.

**Article 9 Liability**

9.1 Apart from the warranties explicitly agreed or given by BTTBHelmig, BTTBHelmig only accepts liability for direct damage in respect of a shortcoming that is attributable to it.

9.2 If BTTBHelmig is liable for damage suffered by the Client, its obligation to pay compensation is at all times capped at the amount paid by its insurer in the case in question. If BTTBHelmig's insurer does not pay or the damage is not covered under insurance taken out by BTTBHelmig, BTTBHelmig's obligation to pay compensation is capped at the invoiced or yet to be invoiced amount for the supplied goods and/or the work performed.

9.3 BTTBHelmig will never be liable for:

a. any consequential damage suffered by the Client or third parties, including but not limited to trading losses, loss of profits and/or financial loss suffered, losses due to delays, and/or personal or bodily injury;
b. damage suffered by the Client or third parties, caused by auxiliary persons and/or third parties that BTTBHelmig has engaged in the performance of its work;
c. damage suffered by third parties, of whatever nature. The Client indemnifies BTTBHelmig against any third-party claims;
d. damage suffered by the Client or third parties, of any nature, because BTTBHelmig has proceeded on the basis of incorrect and/or incomplete data provided by or on behalf of the Client;
e. damage suffered by the Client or third parties, caused by incompetent use or use contrary to the purpose of the supplied goods, or the instructions, advice, operating instructions, maintenance instructions, warranty provisions, etc. provided by or on behalf of BTTBHelmig;
f. damage suffered by the Client or third parties, caused by improper storage (warehousing) or insufficient or poor maintenance of the supplied goods;
g. damage suffered by the Client or third parties, caused by errors or omissions in the data, documents, or materials provided or prescribed to BTTBHelmig by or on behalf of the Client;
h. damage suffered by the Client or third parties, caused by instructions or directions given by or on behalf of the Client;
i. damage suffered by the Client or third parties, caused by work performed by or on behalf of the Client or modifications made to the supplied goods without BTTBHelmig's express prior consent.

9.4 The Client is obliged to adopt all measures necessary to prevent or limit the damage.

9.5 The Client must hold BTTBHelmig liable for the damage it has suffered within one month of becoming aware of – or of when it could have become aware of – the damage, failing which its right to any compensation will lapse.

9.6 If and insofar as possible, BTTBHelmig will always be entitled to reverse or limit the Client's damage through repairs or improvements to the order.

9.7 The limitations of liability contained in this article do not apply if the damage is due to the intent or gross negligence of BTTBHelmig or its manager, or if mandatory provisions of law dictate otherwise.

**Article 11 Intellectual property**

11.1. BTTBHelmig reserves all its rights and powers under the Copyright Act (*Auteurswet*) and other laws and regulations with respect to products of the mind that it uses or has used for the performance of the agreement with the Client, insofar as rights to those products can legally exist or be established.

11.2 BTTBHelmig is entitled to use the knowledge it has gained as a result of the performance of an agreement for other purposes, insofar as no strictly confidential information of the Client is disclosed to third parties in the process.

11.3. The Client is expressly prohibited from providing, reproducing, publishing, or exploiting those products, including but not limited to drawings, advice, model contracts, and other intellectual products in the broadest sense, to third parties, whether or not with their involvement, other than to obtain an expert opinion on BTTBHelmig's work. The agreement concluded between the Parties does not include any transfer or obligation to transfer any intellectual property right from BTTBHelmig to the Client.

11.4. The Client may never modify, reproduce, disclose, or exploit the intellectual property rights that BTTBHelmig uses under licence.

11.5. The Client warrants that it is entitled to use the information and documents that originate from it and indemnifies BTTBHelmig against any third-party claims based on an infringement of any intellectual property right.

11.6. If the Client contravenes the provisions of this article, it shall fully compensate all damage suffered by BTTBHelmig and third parties.

**Article 12 Applicable law and disputes**

12.1 Only Dutch law applies to all legal relationships to which BTTBHelmig is a party, even if an obligation is fully or partially fulfilled abroad or if the party involved in the legal relationship is domiciled abroad. The applicability of the Vienna Sales Convention is excluded.

12.2 The court in BTTBHelmig's place of business has exclusive jurisdiction to hear disputes, unless provisions of mandatory law dictate otherwise. BTTBHelmig is nevertheless entitled to submit the dispute to another court that has jurisdiction by law.

12.3 The Parties may approach the court only after they have made every effort to resolve their dispute by agreement.