

GENERAL TERMS AND CONDITIONS TEMPORARY WORKS DESIGN

The General Terms and Conditions Temporary Works Design have been filed at the Registry of the Court of Rotterdam on 7 July 2017 under number 43/2017.

Article 1. Definitions

- Consultant: Temporary Works Design Group;
- Quotation: formal offer of work;
- Disclosing party: the party supplying the confidential information;
- Receiving party: the party receiving the confidential information;
- Client: the natural or legal person commissioning the project to Consultant to deliver the services and/or works or to whom Consultant makes an offer;
- Conditions: Temporary Works Design's General Terms and Conditions.

Article 2. Applicability

2.1 These Conditions form part of all offers made by Consultant, all projects assigned to Consultant and all agreements concluded by Consultant with regards to Consultant providing services and/or executing works and any commitments deriving from these agreements and pursuing (new) agreements between Consultant and his Client built on that.

2.2 Insofar parties have not expressly determined otherwise by written agreement, all of these Conditions are fully and unconditionally effective between parties. Any reference by the Client to his own or other Conditions, however named or during which stage of realization of the agreement with Consultant this is done, are explicitly rejected.

2.3 Any derogation from these Conditions can only occur via a written agreement between Client and Consultant.

2.4 If any of these Conditions are null or annulled, the other Conditions will remain in full force and effect. In the event of a conflict between the conditions of the assignment agreed upon between the Client and Consultant and these Conditions, the Conditions in the written assignment will prevail.

2.5 Agreements or contracts made by one of the party's employees who are not competent to act, shall, however, bind that party.

2.6 In the event of contradictions between the Dutch text and translations of these Conditions, the Dutch text shall prevail.

Article 3. Quotation

3.1 Consultant's quotation shall be entirely without engagement and is valid during thirty (30) calendar days, unless explicitly agreed otherwise.

3.2 Consultant will base his quotation on data, drawings and other information provided by the Client. Consultant may therefore assume their correctness and completeness.

Article 4. Project

4.1 The project is concluded by the Client accepting Consultant's quotation. The project covers all that has been agreed upon between Client and Consultant. If no further written agreement exists, Consultant's quotations form the agreement.

4.2 Parties shall not transfer the project partially or fully to a third party without prior written consent of the other party, who will not unnecessarily withhold permission.

Article 5. Price

5.1 The price of the assignment will be calculated based on the number of hours worked multiplied by the hourly rate, unless explicitly agreed otherwise.

5.2 Costs for travel and accommodation are not included in the hourly rate and will be charged separately.

5.3 If Consultant purchases constructions, equipment and/or services of third parties upon request of the Client, this will occur on the basis of 10% cost-plus.

5.4 All amounts mentioned by Consultant in the quotations exclude any sales tax owed.

Article 6. Delivery

6.1 The delivery dates indicated by Consultants are never deadlines. Consultant therefore never owes any compensation for damage caused by exceeding the delivery date.

6.2 Consultant acknowledges the Client's stake for timely delivery and will do his utmost best to meet the indicated delivery dates.

6.3 During the determination of the delivery dates Consultant assumes he is able to perform the project under the circumstances known to him at that time. If there is additional work, suspension or circumstances other than known to Consultant at the time he determined the delivery dates, Consultant may extend the delivery dates with the time needed to complete the project.

6.4 In the event of additional work or suspension, the works will be performed in all reasonableness when Consultant's planning allows for this.

Article 7. Obligations of Consultant

7.1 Consultant acts as a proper and diligent Consultant towards the Client.

7.2 Consultant shall make sure when he accepts a project that he possesses the required knowledge and skills for properly fulfilling the project. Consultant is required to perform the project properly and carefully, support the Client independently and to provide his services to the best of his abilities and knowledge.

7.3 Consultant keeps the Client informed about the execution of the project. If required, Consultant provides all information on time and to the best of his ability.

7.4 Consultant will alert the Client in case information provided by or on behalf of the Client, or decisions made by or on behalf of the Client evidently contain such errors or exhibit deficiencies, that he would act in breach of the demands of reasonableness if he would continue with this without warning during the execution of the project.

Article 8. Obligations of the Client

8.1 The Client acts as a proper and diligent Client towards Consultant.

8.2 The Client is responsible for both the timely provision and the accuracy of the particulars, information and decisions, provided to Consultant by or on behalf of the Client that are required to properly perform the project. The Client indemnifies Consultant from third party claims with respect to these particulars, information and decisions.

8.3 The Client is obliged to warn Consultant in writing and as soon as reasonably possible in case he notices a flaw in the advice of Consultant or should have been aware of it.

Article 9. Liability

9.1 Consultant is liable to the Client:

- a. in case of an attributable shortcoming in the execution of any of his obligations and;
- b. the Client has provided Consultant with a substantiated written notice of default swiftly after he discovered the shortcoming or should have reasonably discovered it, and has summoned Consultant to repair the consequences of the shortcoming within a reasonable time and moreover;
- c. Consultant did not fulfil above-mentioned summons or not in a timely manner.

9.2 If the liability of Consultant can be demonstrated, the liability of Consultant, for whatever reason, shall be limited to direct damages.

9.3 Direct damages will never include, but are certainly not limited to: non-material damages, consequential damages, business interruption, loss of profit and / or loss of income, loss of production, demurrage, devaluation of goods and amounts that would have been included in the implementation costs in the event that the project would have been well executed from the start.

9.4 Notwithstanding what is stated in the preceding paragraphs, the damage to be compensated by Consultant for each project will be limited to an amount equal to the price of the project, with a maximum of €1,000,000.

9.5 Any of Consultant's liability will expire after a period of five (5) years from the date on which (part of) the project ends by completion or termination.

9.6 After a period of one (1) year after a written, motivated notice regarding an attributable shortcoming, any right for claims will expire.

9.7 Consultant is not liable for any damages resulting from or after the Client has modified the delivered project or commissioned to do so.

9.8 The Client's right to compensation of damages does not diminish his payment obligations conform the project.

9.9 If and when the Client has insured any risk associated to the project, he is obliged to claim any damages to this insurance and to indemnify Consultant for recovery of claims from the insurance.

Article 10. Working on location

10.1 In the event that a person employed by Consultant performs work at the location of the Client and under the supervision of the Client, the Client is responsible for ensuring the well-being of that person and provide a safe working environment.

10.2 The Client is liable for and shall indemnify Consultant with respect to any claims for compensation from the Client or third parties caused by people provided by Consultant to the Client.

10.3 The Client is liable for and shall indemnify Consultant with respect to any claims made by people provided by Consultant to the Client for damages suffered by said person.

Article 11. Modifying the project

11.1 The project is modified in the event that:

- a. there are any changes to the basic principles, or other circumstances occur that were at the foundation of the project;
- b. there are relevant changes in (government) regulations and / or decrees;
- c. there are relevant changes in the program requirements or the original project;
- d. any changes required by the Client to work or variations of work that has already been approved or are part of a phase that has already been approved;
- e. a requirement for additional work during the execution of the project becomes apparent.

11.2 If the project is modified parties will discuss changes to price, delivery and conditions.

Article 12. Termination and suspension

12.1 The contract may be terminated via a written notification of the Client directed to Consultant, which shall include at least the reasons for the termination and the effective date of the termination.

12.2 The Client may order Consultant to suspend the project. The Client is obliged to communicate this in writing and with a statement of the reasons. After the above-described notification Client and Consultant will discuss forthwith the impact of the suspension.

12.3 If the project is terminated or suspended the Client is obliged to pay Consultant's invoice, calculated according to the progress of the works. This will include: all costs already incurred and any reasonable future costs arising from commitments Consultant has already made for further fulfilment of the project, calculated from the moment of the termination or suspension.

Article 13. Payment

13.1 Consultant will send the Client a monthly invoice based on actual time and expenses.

13.2 The Client will pay Consultant's invoice within 30 days of the date on the invoice and on a bank account assigned by Consultant.

13.3 If the Client disputes (part of) the accuracy of an invoice in a substantiated and written manner, he is nevertheless obliged to make timely payment of the undisputed part. Contesting an invoice must be done in writing and within seven (7) calendar days after the date on the invoice. If the disputed invoice proves to be owed, Consultant is entitled to charge the statutory (commercial) interest from the date on which the payment should have been made. Consultant may suspend his activities in case the Client suspends his payment obligations on unfair or unjustified grounds.

13.4 Late payment of an invoice entitles Consultant to charge the Client statutory (commercial) interest as well as to suspend his activities until payment occurs. All actual costs Consultant incurred to obtain payment, both judicial and extrajudicial costs, shall be borne by the Client.

Article 14. Obligation of confidentiality

14.1 The Receiving party shall refrain from reproducing, publishing or providing to third parties any confidential information received from the Disclosing party and shall maintain strict confidentiality with respect to such information. This obligation will expire five (5) years after completion of the project.

14.2 Information in this context includes any confidential information, know-how, data, technical reports, drawings or any written or oral information of a similar nature.

Article 15. Intellectual property

15.1 Consultant retains all intellectual property rights to any offers he made and provided designs, illustrations, drawings, models, software or the like.

15.2 Consultant shall provide the Client with a perpetual, global, non-exclusive, transferable license regarding the services delivered under the contract.

Article 16. Applicable legislation

16.1 On these Conditions and on the project for which these Conditions apply, the Dutch law is applicable.

16.2 The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG) is excluded.

16.3 Disputes between the Client and Consultant will be resolved amicably, as much as possible, including mediation by appointing an MfN registered mediator. If no amicable solution can be reached, the dispute will be submitted to the District Court of Rotterdam.