

Article 1 General

1. These Terms and Conditions apply to each offer, quote and agreement between Alternate Resource Partners, hereinafter referred to as "User" and a Client, whereby User has declared that these Terms and Conditions are applicable, insofar as they have not been derogated from explicitly in writing by Parties.
2. These Terms and Conditions shall also apply to agreements with User, for the execution of which User has to bring in third parties.
3. These General Terms and Conditions have also been written for the staff of User and its management.
4. The applicability of any purchase conditions or other terms and conditions of Client is hereby denied explicitly.
5. In the event that, at any time, one or more provisions of these General Terms and Conditions become invalid or are annulled in whole or in part, the other provisions shall remain applicable in full. User and Client shall then consult one another in order to agree on new provisions in replacement of the invalid or annulled ones, whereby the purpose and meaning of the original provisions shall be adhered to insofar as possible.
6. If there is a lack of clarity about the interpretation of one or more provisions of these General Terms and Conditions, the interpretation thereof must be "in the spirit" of those provisions.
7. If a situation occurs between Parties which has not been regulated in these General Terms and Conditions, that situation must be assessed in the spirit of these General Terms and Conditions.
8. If User does not require strict compliance with these Terms and Conditions at all times, this does not mean that the provisions thereof are not applicable, or that User would lose the right in any way to demand strict compliance with these Terms and Conditions in other cases.

Article 2 Quotes and offers

- 1 All quotes and offers of User are without obligation, unless the quote states a deadline for acceptance. If no deadline for acceptance has been stated, no rights whatsoever may be derived from the quote or offer if the product to which the quote or offer refers is no longer available in the meantime.
- 2 Client shall not be able to demand the execution of any quotes or offers of User if Client can be expected within reason to understand that the quotes or offers, or part thereof, contain an apparent mistake or writing error.
- 3 The prices stated in a quote or offer are exclusive of VAT and any other government taxes, as well as any costs to be incurred under the terms of the agreement, including travel and accommodation costs, dispatch costs and administrative expenses, unless stated otherwise.
- 4 If the acceptance (whether or not on the basis of subordinate points) derogates from what is offered in the quote or offer, it shall not be binding on User. In that case the agreement shall not enter into force in accordance with said deviating acceptance, unless User indicates otherwise.
- 5 A composite quotation shall not oblige User to execute part of the order against a corresponding part of the quoted price. Existing offers or quotes shall not apply automatically to future orders.

Article 3 Contract duration; periods of execution, risk transfer, execution and amendment of the agreement; price increase

1. The agreement between User and Client shall be concluded for an unlimited period of time, unless the nature of the agreement dictates otherwise or Parties have explicitly agreed otherwise in writing.
2. If, for the execution of specific work or for the delivery of specific products, a deadline has been agreed or stated, this shall never be an absolute deadline. In the event that a deadline is exceeded, Client must declare User in default in that respect. User must then be offered a reasonable deadline within which it may still execute the agreement.
3. User shall execute the agreement to the best of its knowledge and capacity, and in accordance with the requirements of good workmanship, and it shall do so on the basis of the latest scientific information available to User.
4. User has the right to instruct third parties to undertake specific tasks. The applicability of Articles 7:404, 7:407 Paragraph 2 and 7:409 BW (Civil Code) is precluded explicitly.
5. If User or third parties brought in by User under the terms of the order undertake work at the location of Client or at a location as specified by Client, Client shall provide, free of charge, the facilities as required within reason by staff.
6. Delivery takes place ex-company from User. Client is obliged to accept the products at the moment when they are made available. If Client refuses acceptance or is negligent in terms of providing information or instructions necessary for delivery, User shall be entitled to store the products at the expense and risk of Client. The risk of loss, damage or value reduction is transferred to Client at the moment when the products are made available to Client.
7. User is entitled to execute the agreement in different stages and to invoice the thus executed part separately.
8. If the agreement is executed in stages, User shall be able to postpone the execution of those elements that form part of a subsequent stage until Client has approved the results of the preceding stage in writing.

9. Client shall ensure that all data, which User indicates that is essential or which Client can be expected within reason to understand to be essential for the execution of the agreement, shall be provided to User in good time. If the data essential for the execution of the agreement is not provided in good time, User shall be entitled to suspend execution of the agreement and / or to charge Client for the additional costs ensuing from the delay, in accordance with the rates prevailing at that time. The period of execution does not commence until after Client has made available the data to User. User shall not be liable for any damage, of whatever nature, resulting from User acting on the basis of incorrect and / or incomplete data provided by Client.
10. If it becomes evident during the execution of the agreement that it is necessary to amend or supplement said agreement for the purpose of its proper execution, Parties shall amend it in good time and in mutual consultation. If the nature, scope or substance of the agreement is amended, whether or not at the request of or as indicated by Client, the authorized institutions, etc., and the agreement is therefore amended in qualitative and / or quantitative terms, this may have consequences for what had been agreed originally. This may also lead to an increase or reduction in the originally agreed sum. User shall give an indication of the amended price in advance insofar as possible. Moreover, the amendment of the agreement may lead to a change in the period of execution as stated originally. Client accepts the possibility of amendment of the agreement, including the amendment of the price and the period of execution.
11. If the agreement is amended, which includes the agreement being supplemented, User shall be entitled to postpone its execution until the amended agreement has been approved by the authorized person within User, and Client has agreed to the price and other conditions for its execution as stated, including the time to be arranged when the agreement shall be executed. Failure to execute the amended agreement or failure to do so immediately shall not amount to default on the part of User and shall not provide Client any grounds for terminating or cancelling the agreement.
12. User may reject a request to amend the agreement without this resulting in User being in default, if such amendment may have consequences in qualitative and /or quantitative terms, for instance for the work to be undertaken or the products to be delivered under that agreement.
13. In the event that Client is in default in terms of the proper compliance with its obligations towards User, Client shall be liable for all damages resulting from this, either directly or indirectly, on the part of User.
14. If User has agreed a fixed fee or a fixed price with Client, User shall nevertheless be entitled at all times to raise that fee or that price without Client being entitled in that case to dissolve the agreement for that reason, if the price increase is the consequence of a competence or obligation under the law or under regulations, or has been caused by a increase in the price of materials, wages, etc., or is based on other grounds which could not have been foreseen in fairness when the agreement was concluded.
15. If a price increase for reasons other than the amendment of the agreement is more than 10% and takes place within three months of concluding the agreement, Client shall be entitled to dissolve the agreement by means of a written statement only if it is able to appeal to Title 5, Section 3 of Book 6 BW (Civil Code), unless one of the following applies:
- if User is still prepared to execute the agreement on the basis of the originally agreed stipulations;
 - if the price increase is the consequence of a competence or an obligation of User under the law;
 - if it has been stipulated that the supply shall take place more than three months after the conclusion of the agreement;
 - or, with regard to the delivery of a product, if it has been stipulated that delivery shall take place more than three months after the purchase.

Article 4 Suspension, dissolution and premature cancellation of the agreement

1. User is entitled to suspend compliance with its obligations or to dissolve the agreement if Client fails to comply with its obligations under the agreement, or fails to do so in full or in good time; if after concluding the agreement User has good grounds, based on knowledge acquired about Client's circumstances, to fear that Client will not comply with its obligations; if Client was requested, on concluding the agreement, to provide a guarantee for its compliance with its obligations under the agreement, and that guarantee has not been provided or is insufficient; or if due to a delay on the part of Client, User can no longer be required to comply with the agreement under the originally agreed conditions.
2. Moreover, User is authorized to dissolve the agreement if any circumstances occur which are of such a nature that compliance with the agreement is impossible, or if any circumstances occur which are of such a nature that User cannot be expected in fairness to uphold the agreement in its non-amended form.
3. In the event that the agreement is dissolved, the receivables of User and Client shall become payable on demand. If User suspends its compliance with the obligations, it shall retain its rights under the law and the agreement.
4. If User decides to suspend or dissolve the agreement, it shall not be obliged in any way to pay for any damages or any costs resulting from this.

5. If Client is responsible for the dissolution, User shall be entitled to compensation, including any costs that are a direct or indirect consequence of the dissolution.
6. If Client fails to comply with its obligations ensuing from the agreement and that non-compliance justifies dissolution, User shall be entitled to dissolve the agreement forthwith and with immediate effect without being under any obligation to pay any damages or indemnification, while Client, being in default, shall in fact be obliged to pay damages or indemnification.
7. If the agreement is cancelled prematurely by User, it shall ensure, in consultation with Client, that the work still to be executed shall be transferred properly to third parties, unless Client is responsible for the cancellation. If the transfer of work leads to additional costs for User, Client shall be charged for those costs. Client must pay those costs within the period as indicated, unless User states otherwise.
8. In the event of liquidation, (an application for) an administration order or bankruptcy, or seizure - if and insofar as the seizure has not been lifted within three months - on the part of Client, or of debt adjustment or any other circumstance as a result of which Client is no longer able to freely dispose of its capital, User shall be free to cancel the agreement forthwith and with immediate effect, or to annul the order or agreement, without any obligation on its part to pay any damages or indemnification. In such cases, the receivables payable by Client to User shall become payable on demand.
9. If Client annuls a placed order in whole or in part, it shall be charged integrally for the work that was undertaken and the products ordered or prepared for that purpose, increased by any relevant supply, removal and delivery costs and the expenses of the working hours put aside for the execution of the agreement.

Article 5 Circumstances beyond one's control

1. User is not obliged to comply with any of its obligations towards Client if it is hampered in its execution as a consequence of a circumstance which is beyond its control, and for which it is not accountable under the law, a legal act or the prevailing ideas in this respect.
2. For the purpose of these General Terms and Conditions, circumstances beyond User's control are understood to mean those circumstances regarded as such by the law and in jurisprudence, as well as all exterior causes, anticipated or not anticipated, on which User has no influence but which prevent it from fulfilling its obligations. Such circumstances include any strikes in User's company or in those of third parties. User shall also be entitled to refer to circumstances beyond its control if the circumstance that prevents (further) compliance with the agreement occurs after the time by which User should have complied with its contract.
3. User may suspend its obligations under the agreement for the period that the circumstances beyond its control continue to exist. If that period exceeds two months, each of the parties shall be entitled to dissolve the agreement, without being obliged to pay any damages to the other party.
4. Insofar as User at the time of the commencement of the circumstances beyond its control had already complied in part with its obligations under the agreement or it is still be able to do so, and the part complied with and / or to be complied with has an independent value, User shall be entitled to invoice the part already complied with and / or the part still to be complied with separately. Client must pay that invoice and regard it as a separate contract.

Article 6 Payment and collection charges

1. Payment must always take place within 14 days of the invoice date, according to a method to be indicated by User and in the currency of the invoice, unless otherwise has been stated by User in writing. User is entitled to invoice periodically.
2. If Client fails to comply as regards the timely payment of an invoice, it shall be in default by law. In that case, interest of 1% per month shall be payable by Client, unless lawful interest is higher, in which case the lawful interest rate shall be payable. Interest on the claimable amount shall be calculated from the moment when Client is in default until the moment when the full amount due has been paid.
3. User has the right to allocate the payments made by Client first of all to the reduction of the costs, then to the reduction of the accumulated arrear interest, and finally to the reduction of the principal sum and the accrued interest. User may reject an offer to pay without being in default as a result thereof, if Client indicates a different order for the allocation of the payment. User may reject the full repayment of the principal sum, if the accumulated arrear interest and the accrued interest, as well as the collection charges, are not paid at the same time.
4. Client shall never have the right to set off the money it owes to User. Any objections against the invoice amount shall not suspend the payment obligation. If Client is not entitled to appeal in accordance with Section 6.5.3 (Articles 231 to 247, Book 6 BW), it shall not be entitled to suspend the payment of an invoice for other reasons either.
5. If Client fails to comply or is in default as regards the (timely) compliance with its obligations, all reasonable costs incurred in obtaining payment without the intervention of the law shall be payable by Client. The non-legal costs shall be calculated on the basis of what is common practice in debt collection in the Netherlands, which is currently the calculation method according to *Rapport Voorwerk II*. However,

if User has incurred higher collection charges, and these can be regarded as necessary, the actually incurred costs shall qualify for payment. Any legal and execution costs shall also be recovered from Client. Client shall also owe interest on the collection charges due.

Article 7 Reservation of title

1. The products delivered by User under the terms of the agreement shall remain the property of User until Client has properly complied with all its obligations under the agreement(s) concluded with User.
2. The products delivered by User, which by virtue of Paragraph 1 are subject to the reservation of title, may not be sold to third parties and may never be used as a means of payment. Client is not authorized to hypothecate the products subject to the reservation of title, or to encumber them in any other way.
3. Client must always do everything that may be expected from it within reason in order to safeguard the property rights of User. In the event that third parties seize the products delivered under reservation of title or wish to vest a right in them or wish to assert such rights, Client shall be obliged to notify User thereof forthwith. Moreover, Client commits itself to insure the products delivered under reservation of title and keep them insured against fire, damage as a result of explosion and water damage as well as theft, and to submit the policy of that insurance to User for inspection immediately when requested. In the event of a payment made by the insurance company, User shall be entitled to such money. Insofar as necessary, Client commits itself towards User in advance to cooperate in any way in that respect that may (prove to be) necessary or desirable.
4. Client gives its unconditional and non-revocable permission in advance to User and third parties to be appointed to access all those places where User's properties are located and to retrieve them, in case User wishes to exercise its property rights as referred to in this article.

Article 8 Guarantees, examination and complaints, period of prescription

1. The products to be supplied by User comply with the usual requirements and standards that may be imposed on them within reason at the moment of delivery, in accordance with their normal usage in the Netherlands. The guarantee mentioned in this article applies to products that are intended for use within the Netherlands. In the case of use outside the Netherlands it is the responsibility of Client to verify whether they are suitable for use in that location and comply with the relevant conditions. In such cases, User may impose alternative guarantee terms and other conditions as regards the products to be delivered and the work to be executed.
2. The guarantee referred to in Paragraph 1 of this article applies for a period of 1 year after delivery, unless the nature of the delivered products requires otherwise or parties have agreed otherwise. If the guarantee provided by User concerns a product that was produced by a third party, the guarantee shall be limited to that provided by the producer of that product, unless otherwise stated.
3. Any form of guarantee shall become null and void if a fault occurs as a consequence of or resulting from the non-expert or improper use of any product, or from its use after expiry of its storage life, or its incorrect storage or maintenance by Client and /or third parties or when, without written permission from User, Client or third parties have made changes to the product or have tried to do so, have attached products to it other than those that should be attached to it, or if it was processed or treated in a way other than the prescribed method. Client shall not be able to make any claims under the guarantee either if the fault is a consequence of or results from circumstances beyond User's control, including weather conditions (such as, but not exclusively, extreme rainfall or extreme temperatures), etc.
4. Client must examine or instruct others to examine the delivered products or work undertaken immediately at the moment when they are made available to it, or when the relevant work has been completed. Client must then examine whether the quality and / or quantity of the delivered products or the work undertaken corresponds to what has been agreed and complies with the requirements which parties agreed in that respect. Any visible faults must be reported to User in writing within seven days of delivery. Any non-visible faults must be reported to User in writing forthwith, and always within fourteen days of their discovery. The report must contain a description of the fault which is as detailed as possible, so that User shall be able to respond adequately. Client must give User the opportunity to examine a complaint or have it examined by third parties.
5. If Client complains in good time, this shall not suspend its payment obligation. In such cases, Client shall also continue to be obliged to accept and pay for the other products it has ordered and for the work it has instructed User to undertake.
6. If a fault is reported at a later stage, Client shall no longer be entitled to its repair, replacement or compensation.
7. If it has been established that a product is faulty and a timely complaint has been made regarding that product, User shall, after it has been returned or, if returning the product is not possible within reason, after written notification as regards the fault by Client, replace the faulty product within a reasonable period of time, or ensure that it is repaired, or pay compensation for the relevant product to Client. If the product is replaced, Client shall be obliged to return the replaced product to User and to transfer its ownership to User, unless the latter indicates otherwise.

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8. If it is established that a complaint is unfounded, the costs resulting from this, including the costs of examination, incurred on the part of User as a consequence thereof, shall be payable integrally by Client.
9. After expiry of the guarantee period, all repair or replacement costs, including administration, dispatch and call-out charges, shall be charged to Client.
10. In derogation from the legal period of prescription, the period of prescription of all claims and pleas against User and the third parties brought in by User for the purpose of the execution of an agreement, shall be one year.

Article 9 Liability

1. In the event that User is liable, such liability shall be limited to the stipulations of this provision.
2. User shall not be liable for any damage, of whatever nature, resulting from User acting on the basis of incorrect and / or incomplete data provided by or on behalf of Client.
3. In the event that User is liable for any damage, its liability shall be limited to a maximum of twice the invoice value of the order, i.e. that part of the order to which that liability is relevant.
4. The liability of User shall be limited at all times to the amount of its insurer's payment in occurring cases.
5. User shall be liable only for direct damage.
6. Direct damage is understood to mean exclusively the reasonable costs involved in establishing the cause and the extent of the damage, insofar as such is relevant to damage within the meaning of these Terms and Conditions, any reasonable costs incurred to ensure that the faulty performance by User corresponds to the requirements under the agreement, insofar as such faulty performance can be attributed to User, and any reasonable costs incurred to prevent or limit any damage, insofar as Client is able to demonstrate that such costs have led to limiting any direct damage as referred to in these General Terms and Conditions. User shall never be liable for any indirect damage, including consequential damage, loss of profit, missed savings and damage as a consequence of the stagnation of the company.
7. The limitations of liability included in this article shall not apply if the damage is the result of the intentions or a grave error on the part of User or its supervising subordinates.

Article 10 Exemption

1. Client shall exempt User from any claims by third parties who are suffering damage in connection with the execution of the agreement, the cause of which damage can be attributed to User. If User is confronted with such claims by third parties, Client shall be obliged to support User both in legal proceedings and in extrajudicial matters, and to undertake forthwith everything it may be expected to do in such a case. If Client fails to take adequate measures, User shall be permitted, without proof of default, to take such measures. All costs and damage on the part of User and third parties resulting from such measures shall be at the expense and at the risk of Client integrally.

Article 11 Intellectual property

1. User reserves the rights and powers to which it is entitled under the Copyright Act and any other legislation and regulations regarding intellectual property. User is entitled to use its increased knowledge, enhanced through the execution of an agreement, for other purposes as well, insofar as this does not involve communicating strictly confidential information of Client to third parties.

Article 12 Governing law and disputes

1. All legal relationships in which User is one of the parties shall be subject exclusively to Dutch law, even if a contract is executed abroad in whole or in part, or if the other party in the legal relationship has its domicile abroad. The Vienna Convention (the CISG) shall not apply to any agreement.
2. The Court in User's domicile shall have exclusive competence as regards taking cognizance of any disputes, unless imperative law prescribes otherwise. User shall nevertheless be entitled to put the dispute to the Court which is competent according to the law.
3. Parties shall appeal to the Court only after they have made every possible effort to settle a dispute in mutual consultation.

Article 13 Depository and amendment of these Terms and Conditions

1. These Terms and Conditions have been deposited with *Kamer van Koophandel Zuidwest Nederland* (the Chamber of Commerce for Southwest Netherlands) in Breda.
2. The version that has been lodged most recently or the version that was applicable at the time when the legal relationship with User entered into force shall apply.
3. The Dutch version of these General Terms and Conditions shall always be decisive as regards their interpretation.