

**GENERAL TERMS AND CONDITIONS CONCERNING ERECTION, DISMANTLING, RENT, SALE AND
SUPPLY OF CRANES AND MACHINES**

Drawn up by

Stravers Torenkranen B.V. (hereafter called STK)

Article 1. Applicability

- a. These terms and conditions apply to all offers, rental agreements, assignments, sales agreements and all other agreements and transactions concerning supply and/or services, the rent and/or the establishment of a work by STK made or started for or with counterparties.
- b. Hereafter STK needs to be read as seller or lessor, depending on the context of the conditions in the capacity of seller, lessor, supplier, contractor, executor, repairer, and the like, and the counterparty as (prospective) counterparty, (prospective) orderer or customer, in other words, STK's counterparty in the broadest sense of the word.
- c. Deviations and/or additions to these terms and conditions are only valid when STK and counterparty have come to an agreement about this in writing and only apply to the agreement to which said deviations and additions have been made. Sales conditions and other conditions of the counterparty will be expressly declined by STK and are not valid in the legal relationship between STK and the counterparty.

Article 2. Offers and agreements

- a. All of STK's offers, made in whatever form, are non-committal, unless expressly agreed otherwise. STK reserves the right, even after acceptance of the offer by the counterparty, to recall the offer within ten (10) working days calculating from the day after the acceptance.
- b. Agreements are only binding for STK if and for as far as it, after receipt of the order of counterparty, or after receipt of the acceptance of the offer by counterparty, has confirmed these in writing.
- c. Information and specifications from STK concerning size, capacity, performance and/or results, as appearing in pictures, drawings, catalogues, price lists, promotion material and the like will be provided upon request and do not bind STK in any way.

Article 3. (Rental) Prices and deposit

- a. The (rental) prices offered, respectively agreed, are exclusive of erection, dismantling, packaging, insurance and transportation, and exclusive of sales tax or any other kind of taxation or charge. The posts mentioned in the previous sentence will be charged to the counterparty on top of the prices offered respectively agreed and on the same invoice.
- b. In case execution of the order is delayed upon the counterparty's request, or because of the lack of information or instruction or any other circumstances attributable to the counterparty, all of STK's prices will be raised with the extra costs, including interest losses and costs related to the depositary, that had to be made at STK's expense.
- c. As long as the delivery of goods and services has not yet taken place, STK reserves the right to charge the counterparty for any price increasing factors, but only if the prices have increased with more than 0,5% of the named price.
- d. When STK has offered goods for sale in another currency than euros, STK reserves the right to adjust the price as much as needed in order to compensate for the devaluation of the euro in relation to other currencies, as long as delivery of goods and services has not yet taken place.
- e. The rental prices offered respectively agreed are based on the rental period as indicated by the counterparty and the use of the crane for a maximum of forty (40) hours per week. The agreed rental price will be raised with two percent (2%) for every hour per week that the crane has been used for more than forty (40) hours. This percentage will be added to the rental price due for the period of a week.
- f. In principle, the counterparty does not need to pay any rent during the official summer vacation ("de bouwvak"). If the crane is in operation during the summer vacation, the counterparty has to pay rent for the weeks in which the crane was in operation, calculated as described above. One week during the Christmas season, being the week of Christmas Day and Boxing Day, is rent-free. The counterparty does not need to pay rent for this one week. For all other vacation days or holidays (whether they are in accordance with the collective labour agreement, public holidays, or otherwise) the counterparty needs to pay rent as normal in accordance with the rental agreement. The rental price for days on which it was impossible to work due to weather conditions (frost, as determined by the Social Fund for the Construction Industry) is fifty percent (50%) of the agreed price. In case the counterparty has paid too much rent for a certain period, STK will deduct this amount from the rental price for the next rental period. If there have been days on which it was impossible to work for any other reason, these are at the counterparty's expense and risk. Any expenses caused by the crane not being operational due to strikes or work stoppages are at the counterparty's expense.
- g. If and for as far as (part of) the rental price has not been received by the agreed date at the latest, STK is allowed to:
 1. charge the counterparty 1,5% interest costs over the overdue rental price, whereby part of a month counts as a full month and
 2. suspend fulfillment of its obligations as mentioned in the rental agreement.

3. If the counterparty, even after a formal notice has been sent, fails to pay the sum due to STK within the set timeframe, STK is allowed to immediately terminate the contract. STK may charge the counterparty for all costs that it legally or illegally had to make to retain its rights towards the counterparty. The extrajudicial collection costs amount to a minimum of € 1.000,- per action taken by STK.
- h. Payments by or because of the counterparty need to consequently satisfy the extra-judicial collection costs, the judicial costs and the interests due, and after that the outstanding principle sums in order of maturity, regardless of contradicting instructions of the counterparty.
- i. STK may, when it sees reason thereto, oblige the counterparty to pay a deposit or to provide additional and sufficient certainty, whichever STK prefers. STK is only bound to fulfill its obligations as mentioned in the rental agreement after the deposit has been received, or the requested certainty has been provided. The deposit will be paid back to the counterparty at the end of the rental agreement, without compensation in the form of interest, and reduced with any sum the counterparty may still have been due.

Article 4. Supply, risk and rental period

- a. The delivery time commences on the day that STK has confirmed acceptance of the counterparty's order in writing, or on the date mentioned in that confirmation, or – in case payment to STK before or at the beginning of execution of the agreement has been agreed upon – the moment the full payment has been received. If amendments are made in the meantime, or if execution of the agreement is delayed due to circumstances attributable to the counterparty, the delivery time will be prolonged for the duration of the extra work needed due to these amendments or delays
- b. Place of delivery is STK's yard in Veghel respectively the place from which the goods have been sent. The risk for goods delivered by STK lies with the counterparty from the moment delivery has commenced from STK's yard in Veghel respectively the place from where the good will be sent directly to the counterparty. Therefore the goods travel at the counterparty's expense and risk. If the counterparty has not provided STK with any further instructions, STK will decide on the form of packaging and transportation, without being accountable for this in any way.
- c. The rental period commences on the day that STK delivers the crane at the work address provided by the counterparty. This is the day as agreed between STK and the counterparty and stipulated in the rental agreement. If and for as far as the counterparty wishes to have the rental period commence at another time, STK is willing to cooperate if the counterparty has informed STK of this in writing at least two weeks before commencement of the rental period. In case STK has not been informed on time the date mentioned in the rental agreement will remain the day on which the rental period commences.
- d. The rental period ends on the day the crane arrives at STK's yard. The counterparty is obliged to inform STK about this at least four (4) weeks in advance.

Artikel 5. Rental object and use

- a. The rented object, being a crane, is being rented out exclusive of operator, power (where it concerns diesel generators also exclusive of the costs for refreshing oil and filters) and crane lightning, but inclusive of ballast. The crane has a crane cabin equipped with lightning, heating, fire extinguisher and sometimes a wind meter, as well as all legally mandatory documents (especially the crane book). In case any of the abovementioned objects are missing from the crane cabin, STK needs to be informed about this on the day the counterparty starts using the crane.
- b. STK guarantees that the crane has been inspected and approved by a certified inspection body.
- c. The counterparty is obliged to use the object as a good counterparty should, which includes:
 1. that the counterparty will only use the rental object for the purpose for which it was hired and within that frame only for what it is suitable;
 2. that when using the rental object, the counterparty will take into account the instructions provided by STK upon request of the counterparty, in the form of instruction books or suchlike;
 3. that the counterparty will continuously inspect the crane for malfunctions and, unless expressly agreed otherwise, take care of daily maintenance to ensure continued functioning of the crane, all in accordance with the manufacturer's specifications when available;
 4. that the counterparty will make all preparations necessary to prevent damage on and/or theft of the rental object;
 5. that the counterparty will only move the rental object from the location on which the rented object is to be used according to the rental agreement, after STK has given permission to do so.
- d. In case a permit is needed to use the rented object, the counterparty needs to make sure that the permit has been received on time.
- e. The counterparty is prohibited to let or sublet the rented object, or to give it in use to a third party in any other way without STK's prior written permission.
- f. If upon inspection of the crane at the end of the rental period STK finds that one or more of the goods mentioned under a that should be present in the crane cabin are missing, the counterparty will have to pay STK a compensation of € 250,- for each missing object. STK will send the counterparty a separate invoice for this.

Article 6. Payment

- a. Unless expressly agreed otherwise in writing, all deliveries are without discounts and need to be paid by bank transfer.
- b. Unless expressly agreed otherwise, the counterparty needs to pay the agreed price three days before commencement of the factual delivery of the goods at the latest, without any discounts or reductions.
- c. All payments will take place at a bank account provided by STK.

- d. Even when STK and the counterparty have made different agreements concerning payments, the counterparty is still obliged to pay STK in case of untimely or incomplete performance of STK. It is to be understood that in case of termination of the contract due to force majeure as mentioned in article 7, paragraph d, STK will repay that part of the sales price that has already been paid by the counterparty.
- e. As long as the counterparty has not paid the sales price or rental fee due, STK may suspend all its obligations towards the counterparty on any ground. STK is also allowed to charge the counterparty interest costs of five percent (5%) above the average Euribor percentages that were valid for one month deposits during the period of overdue payment, not reduced with STK's other rights, including the right to claim up to ten percent (10%) of the extra-judicial collection costs of the amount due on top of any judicial costs.
- f. Payment of the due rental fee will take place at a bank account provided by STK. The counterparty is to take care of timely payments. A payment is made on time when the money has been received on the dates mentioned in the rental agreement. The counterparty will receive invoices for the rental fee for four-week periods, which need to be paid in advance. Unless expressly agreed differently in writing, the counterparty is not allowed to deduct any sort of discount or other reduction from the rental price.

Article 7. Non-attributable shortcomings (force majeure)

- a. Force majeure includes all circumstances (both factual and legal, or of any other kind) that cannot be attributed to STK and that cause the execution or timely execution of the agreement to be impossible or extremely difficult, including the scenario that STK does not receive the goods it bought from its supplier on time or at all.
- b. In case of temporary force majeure, STK will immediately inform the counterparty of this and both STK and the counterparty are allowed to terminate the agreement in writing, without the counterparty being able to claim any sort of compensation for this.
- c. In case of temporary force majeure, which means the presence of a force majeure situation that will last no longer than thirty (30) working days, STK reserves the right to suspend the agreement. The counterparty does not reserve the right to request suspension of the agreement or to consider the agreement as cancelled, nor to reject the performance of STK or payment to STK afterwards.
- d. In case STK terminates the contract, the contract will be legally cancelled without legal intervention being necessary. In case any installments had been paid in advance, STK will pay these back to the counterparty.

Article 8. Erection, installation, set up and commissioning, and dismantling

- a. All erection, installation and set-up work – hereafter to be called “erection” – as well as all commissioning work – hereafter to be called “commission” – and the dismantling of the crane at the end of the rental period as well as transportation to the yard of STK are at the counterparty's expense and risk. For this STK will present the counterparty with a quotation (on which the costs for inspection are mentioned separately). Upon completion of the abovementioned activities the costs will be charged to the counterparty.
- b. The erection, installation, set up, commissioning and dismantling take place on the following grounds:
 - 1. The counterparty will provide any help that can reasonably be expected, and will at least have a crane driver available to help with the aforementioned activities. For as far as the latter is not the case, the costs made for an extra worker or extra time will be charged to the counterparty.
 - 2. The counterparty will make sure that the work place and crane base can easily be reached by and are passable for mobile cranes and trucks, that the surface of the crane place or the foundation and the power connection are ready upon delivery and both the erection and dismantling activities are not being hindered by other activities on the construction site.
 - 3. The activities will take place on normal working days. In case mechanics, due to circumstances independent of STK's will, cannot regularly continue with the erection, set-up, commissioning or dismantling activities or need to work outside the regular working hours, all costs relating to this will be at the counterparty's expense.
 - 4. In case it is impossible to work due to weather conditions, the additional costs STK has to make for the use of the mobile crane or other cranes will be charged to the counterparty.
 - 5. The counterparty will provide STK's mechanics with extra workers, fuel, oil, electrical power, water, etc., all free of charge.
- c. All other activities that are not related to the erection, such as electrician and plumber activities and all ground, masonry, carpentry and painting work and all further construction activities, as well as the presence of permits, are at the counterparty's expense and risk.
- d. Erection, installation, set up, commissioning and dismantling will only take place in the presence of (a representative of) the counterparty. For as far as there is a representative of the counterparty, this representative needs to have (final) responsibility for the activities on the construction site.
- e. In case it turns out on the day of the erection that the foundation does not comply with the requirements provided by STK beforehand, including the requirements concerning the pressure points, STK reserves the right to suspend erection, without having to compensate the counterparty for this.
- f. After the mechanics have finished the activities and the crane has been inspected, the erection or commissioning is considered to be completed.
- g. The counterparty will be able to check or have someone check the erection or commissioning and is considered to have accepted these after inspection. This inspection needs to have taken place within three (3) working days after STK has announced the completion of the erection or commissioning. The counterparty cannot claim compensation for any shortages or defects that could have been discovered through careful inspection, or that have been discovered but not reported in writing to STK within seven (7) working days after the aforementioned period of three (3) working days. The set-up inspection is entirely at the counterparty's expense.

- h. Shortages and defects that have been discovered through inspection and been reported to STK in time, as well as shortages and defects that could not have been discovered through inspection but that came to light within six (6) months after delivery or completion of the erection or commissioning and that have been reported to STK in writing within seven (7) working days after discovery, will be made undone by STK as much as possible by way of supplement or – upon choice – repair or replacement. This will be at STK's expense.
- i. Up until five (5) days before the planned date for erection or dismantling the counterparty is allowed to move these activities to another date. The counterparty is to inform STK about this in writing. In case STK has not been informed in time, STK reserves the right to charge the counterparty ten percent (10%) of the mentioned erection or dismantling costs plus the costs charged to STK by third parties.
- j. The provisions stipulated in a until i are also valid for dismantling activities and repair work.
- k. To the activities mentioned in this article, barring what has been stipulated before, article 14 applies as well.

Article 9. Service, maintenance and defects

- a. Daily maintenance, which consists of lubricating, adjusting and checking of switches as well as maintaining the switch cabinet, including all necessary materials, are at the counterparty's expense.
- b. The mandatory periodical maintenance as well as any other form of maintenance, the periodical inspection or the repairing of defects is at STK's expense. The counterparty is obliged to let STK carry out the necessary maintenance, repair and inspection activities during regular working times.
- c. Where it concerns malfunctions and failures, STK is obliged to solve these as soon as possible, and when necessary outside regular working hours. The counterparty is thereto obliged to allow STK entry to the bought/rented object. If and for as far as the malfunction could not be solved or repairs of other defects could not take place within twenty four (24) hours, the counterparty does not need to pay any rent for the full period in which the object could not be used.
- d. Costs made by the counterparty for the rent or use of replacement materials cannot be charged to STK.
- e. The counterparty is obliged to inform STK immediately, at least within three (3) working days, in writing about any defect or damage on the bought/rented object. The counterparty will stop using the bought/rented object until it has discussed further usage with STK. In case the counterparty fails to discuss this with STK, any damage due to the continued usage of the object will be entirely at the counterparty's expense.
- f. The counterparty is not allowed in any case to have a third party perform repair activities without prior permission from STK.
- g. The costs for repair are at STK's expense, except when and for as far as STK can prove that the counterparty is accountable for the defect or damage. The counterparty is at least accountable for:
 1. Use of the bought/rented object that does not classify as usage by a good counterparty.
 2. Actions or omissions of third parties for whom STK is not responsible according to the law.
- h. If STK, after having been invited to do so and within a reasonable time period, has not managed to undo the defect or damage, or if the defect or damage is such that the counterparty cannot reasonably be expected to continue using the rented object, the counterparty is allowed to terminate the rental agreement, except when the counterparty, according to STK, has not provided sufficient certainty for payment of the costs or repair.
- i. The number of free instruction days and/or the amount of free service will be decided by STK and stipulated in a confirmation.
- j. If the counterparty wishes for more instruction days and/or service than decided by STK, the resulting labour, travel and accommodation costs will be at the counterparty's expense.

Article 10. Insurance

- a. The counterparty is obliged to insure the rented object for the full duration of the rental agreement for damages, destruction, loss and liabilities towards third parties (expressly including the crew working with/on the crane as far as they are not directly employed by the counterparty). The object needs to be insured at an insurance company that is known and recognized in the branch in which STK operates and under the terms and conditions that are common in that branch. The counterparty is obliged to include STK in the insurance policy as a co-insured not bound to pay premiums. STK is prepared to take care of the insurance of the bought/rented object if the counterparty should request so. The insurance premium will be charged to the counterparty on the same invoice as the price/rent for the bought/rented object. In both cases the insurance policy will have a deductible of € 500,- per occurrence.
- b. For as far as any damage to the bought/rented object arises during the rental period that is not covered by the insurance policy (expressly including the deductible), this damage is at the counterparty's expense. This is only different when the damage is a result of a provable defect on the bought/rented object.
- c. The load to be lifted is never insured by STK.

Article 11. Retention of title

- a. Without prejudice to the provisions concerning the passing of the risk to the counterparty stipulated elsewhere in this agreement, STK will remain the owner of all goods delivered to the counterparty at any given time until the sales price and all other sums due to STK by the counterparty on whatever grounds, including interest and costs, have been paid in full. As long as the sums described above have not been paid, the counterparty is not allowed to dispose of, rent out, or burden the object with certainties or any other business rights, nor to get the goods out of his company in any way whatsoever or extract them from its daily work activities in any other way.
- b. In case the counterparty does not fulfill an obligation towards STK, STK is allowed to take back the goods that carry retention of title without any notice of default. The counterparty is obliged to immediately inform STK in writing if third parties make any claims to the goods that carry retention of title according to this article.

- c. At this moment the counterparty already allows STK or a third party chosen by STK access to its company buildings and yards in case STK wishes to take the delivered object back or in case STK wishes to inspect the factual presence of the delivered object at the counterparty's buildings or yards.
- d. All costs made by STK for the purpose of taking back the delivered goods are at the counterparty's expense.

Article 12. Legal regulations

- a. The goods will be conform to the regulations relating to operation, transport and safety that are valid in the country in which the goods will be used on the day on which the agreement is made.
- b. Should any changed legal regulations come into force between the date of the agreement and the delivery or commencement of the rental period respectively commissioning, of which it was known beforehand that these would come into force before the delivery or commencement of the rental period, the goods in question will be adapted to the new regulations as well as possible. Possible costs resulting from this are at the counterparty's expense. If STK has any objections against the application of the adjusted regulations, it will be obliged to report its objections to the counterparty.

Article 13. (User) Manual

- a. STK will inform the counterparty and provide information concerning construction, treatment, etc. of machines and installations. Thereto it will provide the counterparty with instructions and the like, when possible in English or German, or else in the original language as provided by the manufacturer. For as far as this is possible, STK will supplement the handbook with an excerpt thereof in the language spoken in the country in which the goods will mainly be used.
- b. Operation regulations will be attached to the machines and installations as much as possible and when possible in the language spoken in the country in which the goods will mainly be used.

Article 14. Warranty

- a. While taking into account the following provisions, in case of sale STK guarantees the reliability and quality of the – new – goods delivered by them for a period of six (6) months after delivery, and in such a way that when defects to parts or materials arise within that period due to unreliable constructions, and for as far as these goods find themselves in the Netherlands, STK will repair or replace these free of charge, whichever it prefers. In case STK itself has bought the goods from a manufacturer or third party only the warranty conditions of that manufacturer or third party apply. These will be presented by STK to the counterparty or sent to the counterparty upon request. In the latter situation repair and replacement are only free of charge if the manufacturer or third party in question agrees with this being at his expense.
- b. The counterparty is obliged to inform STK immediately and per registered post of any defects found. If the counterparty fails to do this STK will be suspended of its warranty obligations. The counterparty is obliged to safe-keep any part containing defects and, if STK wishes so, to send the part in question back to STK free of freight charge. Goods or parts thereof that are being replaced as a result of a repair assignment, will come into the possession of STK.
- c. STK will do whatever it can to carry out the repair or replacement as soon as possible under the given circumstances. In order to achieve this the counterparty will provide all necessary information. The repair or replacement activities will take place at a spot chosen by STK. The goods will travel to and from that spot at the counterparty's expense and risk.
- d. If repair or replacement is not possible, or can only take place against very high costs for STK, STK is not obliged to repair or replace. In that case the price of the delivered object will be reduced, the height of which reduction will be decided on the basis of discussion between STK and the counterparty and while taking into account the prices used upon settlement of the agreement, or the agreement can be suspended by any of the two parties in writing. The counterparty is only allowed to suspend the agreement if the not undoable shortage or defect causes such problems to the counterparty that continuation cannot reasonably be expected of him even after a price reduction.
- e. In case of repair or replacement outside the Netherlands, not only these costs, but also the travel and accommodation costs of those carrying out the inspection and repair or replacement will be at the counterparty's expense.
- f. STK's warranty obligations will suspend if the counterparty, respectively its personnel or third parties equal to them, has not used the goods conform to the instructions and regulations mentioned in article 13, or otherwise used it improperly or carelessly, if the counterparty has used the goods for any other activities than the normal activities for which they are meant or if the counterparty has had other parties than STK carry out repairs or replacement without STK's prior written permission.
- g. STK's warranty obligations will suspend if the counterparty does not fulfill its payment obligations. The counterparty does not reserve the right to refuse payment on the grounds that STK has not or not entirely fulfilled its warranty obligations.
- h. If STK does not fulfill its warranty obligations, its liability will be limited to the costs of repair and replacement by a third party, but only after the counterparty has declared STK to be in default in writing and has set STK a reasonable period in which it can still fulfill its obligations.
- i. In the situation that the erection, installation and set-up activities have been carried out by the counterparty or by a third party or third parties appointed by the counterparty, STK's warranty obligations will be limited to the reliability of the delivered materials. When this is being assessed, the way in which the counterparty has carried out or had carry out the erection, installation and set-up activities will be taken into account. Should these activities have been carried out unreliably or not in accordance with the prescribed regulations, STK will be released from its warranty obligations unless the counterparty can prove that the way in which it has carried out the activities cannot have had any influence on the reliability and quality of the good.

Article 15. Damage, destruction or loss

- a. The counterparty is obliged to immediately inform STK in writing about any damages, destruction or loss of the rented object, regardless of the cause.
- b. Unless STK takes care of a replacement crane after having been informed about the loss or perishment of the bought/rented object, the rental agreement will be terminated in case of irreparable damage, destruction or loss of the bought/rented object.
- c. If the damage, destruction or loss resulted from a circumstance that can legally be attributed to the counterparty, the damage STK has suffered because of this will be at the counterparty's expense.

Article 16. Liability

- a. Damage suffered by the counterparty due to a circumstance or cause that is legally attributable to STK, including injury or damage to health, whether or not resulting in death, as well as all damage directly resulting from that, may be claimed up to the sum that will be paid by STK's liability insurance company with a maximum of two and a half (2½) million euros.
- b. Damage suffered by the counterparty due to a circumstance or cause that is legally attributable to STK, including damage, complete or partly destruction, loss or perishment of a good delivered by a party other than STK, as well as all damage resulting from that, may be claimed up to the sum that will be paid by STK's liability insurance with a maximum of fifty thousand (50.000) euros.
- c. Loss of income and the costs relating to work interruption and standstill are at the counterparty's expense.
- d. All damage that was not mentioned under a, b and c, expressly including damage suffered by the counterparty due to defects on the delivered good or goods and/or due to the faulty, untimely, or non-delivery of a good or service, due to auxiliary materials, due to subordinates and/or auxiliary persons – whether or not attributable to their deliberate actions or gross negligence – as well as all damage directly or indirectly resulting from that, can, except for what has been stipulated under article 14, in principle not be considered for compensation. Should a compensation (have to be) paid after all, the sum of this compensation will never exceed the sum that will be paid by STK's insurance company.
- e. In case of sale, the damage mentioned under a and b can only be considered for compensation if the damage has arisen within twelve (12) months after the execution of the (part of) the agreement to which the damage is most closely related has finished, and if the damage has been reported to STK in writing within fourteen (14) calendar days after its discovery. In case of rent, the damage mentioned under a and b can only be considered for compensation if the damage has arisen during the rental period, and if it has been reported to STK in writing within seven (7) calendar days after its discovery. Furthermore, STK can never be held accountable for any damage caused by an inexpertly prepared and executed crane rail or crane foundation, or by taking insufficient consideration of the soil conditions or taking insufficient preparations in relation to the soil conditions.
- f. Any legal action relating to damage that can be considered for compensation must be taken within three (3) months after discovery of the damage, at the risk of forfeiting any right of compensation.
- g. In case STK is being held accountable for any damage suffered by a third party, including the counterparty's employees, in relation to goods or performances delivered respectively carried out by STK, the counterparty is explicitly bound to indemnify STK for such claims. This indemnity is at least valid for the claim of the third party for as far as STK needs to pay this third party more compensation than it would have had to pay the counterparty if the counterparty had held STK accountable for its own damage.

Article 17. Drawings, software, etc.

- a. All drawings, pictures, catalogues, software and other data, not being a manual or instruction book, that are being made available by STK, remain property of STK and need to be returned to STK immediately when requested.
- b. The counterparty is not allowed to copy these data or have them copied or to show or make them available to third parties, unless STK has expressly permitted this beforehand.
- c. STK needs to fulfill the same obligations when data have been made available by the counterparty.

Article 18. Industrial property rights

- a. STK guarantees that the goods it has delivered do not infringe any patent rights, design rights, trademark rights, copy rights or other rights of industrial or intellectual property of third parties registered in Europe. If third parties make such claims, however, the counterparty will – at the risk of forfeiting the right to performances mentioned hereafter – inform STK about this immediately and completely so that STK can properly defend itself. Should be concluded that any good delivered by STK infringes the rights of third parties as mentioned before, then STK will, after discussion with the counterparty, replace the good in question with a good that does not infringe that right, or a licence right against repayment of the price which was paid for it, reduced with a reasonable deduction, without having to pay any further compensation.
- b. When through sale and/or erection a trademark, patent or similar right is infringed by way of drawings, models or other instructions – in the broadest sense of the word – that have been made available by the counterparty, the counterparty will be liable for any damage resulting from this. STK has the right to suspend sale and/or erection as soon as a third party has announced that a right belonging to them is being infringed. STK needs to inform the counterparty of this immediately. The counterparty is liable for any damage resulting from this and at the same time the counterparty will indemnify STK against claims from third parties.

Article 19. Transfer of rights and obligations/Several liability

- a. The counterparty cannot transfer its rights and obligations from the agreement or have them taken over by a third party.

- b. In case the counterparty consists of more than one (legal) body upon commencement of the agreement or at any time during the agreement period, each of these (legal) bodies will be severally liable towards STK for any obligation resulting from the rental agreement.

Article 20. Termination by STK

- a. If the counterparty does not, not sufficiently, or not timely fulfill any of its obligations that result from this or any other agreement, they will be considered to be legally in default. In that case STK is allowed to terminate the contract in writing or to suspend its obligations mentioned in the agreement, whatever it prefers, without any notice of default or legal intervention and without STK being bound to any compensation, warranty or suchlike.
- b. If the counterparty has been declared bankrupt, has received suspension of payments, or has become unable to fulfill its financial and/or other obligations in any other way, they will be considered to be legally in default and STK will have the right to terminate the contract in writing without any notice of default or legal intervention.
- c. In the case that is meant under a and b, STK reserves the right to claim full and immediate payment of the sum due by the counterparty on the basis of the agreement; the counterparty is also obliged to compensate any damage suffered by STK, including loss of profit, interest and costs. The counterparty is obliged to allow STK access to the bought/rented object. In case of rent, STK also has the right to retake possession of the rented object.
- d. The provisions in the preceding paragraphs are without prejudice to STK's other rights in relation to attributable shortcomings of the counterparty as stipulated elsewhere in this agreement.

Article 21. General

If it has been agreed to deliver and calculate in parts, each part will, for as far the contrary does not result from any provisions, be considered as a separate agreement, especially where it concerns regulations relating to payment and warranty.

Article 22. Applicable law and competent court

- a. The Dutch law applies to all agreements made between STK and the counterparty. Applicability of the Vienna Sales Convention of 11 April 1980 is expressly excluded.
- b. If conflicts arise between STK and the counterparty about or because of the agreement made between them, these will be settled by the court operating in STK's place of residence. This does not prevent STK and the counterparty to bring the conflict to court after mutual discussion, which in that case will be appointed in accordance with the regulations named in the Statutes of the Council of Arbitration for the Metal Industry and Trade ("De Raad van Arbitrage voor Metaalnijverheid en -Handel") in the Hague, and which will deliver while taking into account the statutes of that council.

Veghel, 26 August 2014