

General Conditions TRIOS bv

Article 1. Definitions.

In these general conditions the following definitions are understood:

- 1.1 Trios: the private limited company Trios BV established at Neede in its function of advising engineer office, service provider and/or producer of objects.
- 1.2 Professional misconduct: the accountable failing in its duties of Trios towards a client in a way which a good, carefully acting professional, equipped with the required expert knowledge and means for that assignment could and should have avoided.
- 1.3 Secondment: the availability made by Trios of one or more natural persons to the client in order to execute work for them under their management and supervision.
- 1.4 Item: product of material matter to be realized within the framework of a project.
- 1.5 Assignment: the agreement in which the client assigns Trios to perform certain work.
- 1.6 Client: the natural or legal person who assigns Trios to perform work, or has requested them to supply relevant information or to bring out an offer.
- 1.7 Project: whole of activities, among which the work assigned to Trios, necessary for the accomplishment of the result intended by the client.

Article 2. Applicability of the general conditions

- 2.1 These conditions apply to all offers and agreements of Trios.
- 2.2 The articles 1 up to and including 13 apply in all cases, unless the nature of the relevant assignment opposes that. The articles 14 up to and including 18 apply in addition to those that apply to assignments which serve the actual realization (construction) and/or installation of items by Trios.
- 2.3 Deviations from these general conditions only have legal force if and as far as they have been agreed to explicitly, and in writing, with Trios.
- 2.4 General conditions of the client are explicitly rejected.

Article 3. Realization of an assignment.

- 3.1 All offers of Trios are free of obligations unless it has been explicitly indicated otherwise in writing in the offer.
- 3.2 If an offer free of obligations is accepted, Trios has, despite that acceptance, the right still to rescind its offer within two working days after the receipt of the acceptance.
- 3.3 An assignment has come about when Trios has confirmed that which has been agreed to, in writing, if a written offer of Trios has been accepted by the client within the set period, in writing, or if Trios has actually commenced with the implementation.
- 3.4 Parties, in good time, give notice of, at the latest, at the commencement of the work, which employees are entitled, either way, to represent parties and to bind them within the framework of the assignment.
- 3.5 The assignment will, in all cases, include at least an overall description of the nature and scope of the result to be obtained.
- 3.6 If the assignment requires that, for its execution, Trios must gear its activities to third parties called in by the client, the collaboration in the agreement will have been laid down in default of which that collaboration rests with the client.

Article 4. Modification and completion of an assignment.

- 4.1 Modification of an assignment comes about as soon as Trios has confirmed this modification in writing.
- 4.2 If a modification results in additional work or less work, such will be calculated on the basis of the price-fixing factors which apply at the moment of performance, or non-performance of such work.
- 4.3 If there is a possibility of additional work, the delivery period is extended, at the least, to encompass the time which is necessary for the delivery of components and material.
- 4.4 An assignment is completed by Trios within the agreed period(s) subject to circumstances which cannot be reasonably imputed to Trios.
- 4.5 If, for parts of an assignment, separate points of time or periods have been agreed upon, that stated in this article is, correspondingly, applicable to that.
- 4.6 No agreed period has been intended as an ultimate period
- 4.7 Unless parties have agreed otherwise, an assignment is considered to be completed at the time in which Trios communicates such to the client, in writing, to having fulfilled its obligations, and the client has not submitted written objections against it within two weeks after the sending of such a report.

Article 5. General obligations of Trios

- 5.1 Trios will carry out the assignment properly and carefully and perform its services to its best capability and knowledge.
- 5.2 Trios will keep the client informed of the implementation of the assignment; the financial aspects included, and if required, in reasonability, supply all information.
- 5.3 Trios will, on its own initiative, and in good time, make the client aware of the financial impact and recognizable risks arising from choices and decisions of the client. In particular, Trios will provide this information if this results from putting other or higher requirements than stated in the assignment, postponing or modifying of decisions, or from the arising of circumstances with which, at the conclusion of the agreement, had not been taken into account.
- 5.4 In the event that Trios has delivered or obtained an item, it will, by the end of the assignment and after all of their invoices are settled, at the latest, put the client in possession of all the documents which are important for the management and use of that item.

Article 6. General obligations of the client.

- 6.1. Client will, in good time, provide Trios with information, data and decisions that are necessary to carry out the assignment properly.
- 6.2 In all cases Client will provide Trios with a useful program of requirements with respect to the results of the assignment,
- 6.3 If client suspects can or reasonably suspect that Trios has failed in its duties in the fulfillment of the

assignment, the client will point this out to Trios in writing, this undiminished that stated elsewhere concerning the proof of default.

- 6.4 If work is carried out by client they guarantee that the activities can be performed undisturbed and at the agreed times. Client is responsible for all damage to Trios, its employees or third parties, suffered by them as a result of loss, theft, combustion or damage of tools, material and/or other materials which are at the place where the work is performed.
- 6.5 Client has been held to compensating the usual tariffs of Trios during the period that employees of Trios, because of circumstances attributed to the client, cannot perform the agreed work (in good time).
- 6.6 Client refrains from the taking into service of employees of Trios and/or those employees hired by Trios, over the duration of the assignment as well as during a period of six months after termination of it.

Article 7. Force majeure.

- 7.1 Trios is authorized to suspend the compliance with its undertakings if, through circumstances which were not to be expected in concluding the assignment, and which lie outside its sphere of influence, it is prevented, temporarily, in complying with their obligations.
- 7.2 Under the aforementioned circumstances is, in any event understood the circumstance that suppliers and/or third parties called in by Trios do not meet their obligations, or do not meet their obligations in good time, extreme weather circumstances, earthquake, fire, loss, theft or the loss of tools and/or material, road-blocks, strikes, work stoppages or exclusions as well as import/export or other trade restrictions.
- 7.3 Suspension such as intended under 1 is not permitted if compliance is permanently impossible or if temporarily impossibility - has lasted longer than six (6) months. The agreement can in that case be annulled for the part not yet complied with. Parties, in that case, have no right to compensation of the damage incurred or to be incurred as a result of the dissolution.

Article 8. Prices and payment

- 8.1 Unless stated otherwise all prices are provided in Euros and are exclusive of VAT and other levies which are imposed by the government.
- 8.2 If the assignment is still not accomplished four months after contracting, Trios is entitled to charge an increase in price-fixing factors to the client.
- 8.3 Unless otherwise agreed, payment takes place within 30 days after invoice date.
- 8.4 In all cases Trios is entitled to demand extending security for compliance with payment obligations, in default of which the client directly affects missing installments.
- 8.5 Client is under no circumstances entitled to settle receivables with those of Trios.
- 8.6 Receivables of Trios are directly and entirely claimable if any term of payment has been exceeded, or if sequestration is laid on matters or receivables of the client, or if the legal person of client is dissolved or is liquidated, or if the client's natural person dies or is put under legal restraint.
- 8.7 In the case of the exceeding of a term of payment, the client is due the legal interest as well as reasonable extrajudicial collection charges, without notification in detail or proof of default concerning the outstanding amount, whereby a part of a month is considered as a full month.
- 8.8 Payments by client initially covers the settlement of interest and collection charges.

Article 9. Interim termination of the assignment.

- 9.1 Client can conclude the assignment prematurely. In such a case the client is obliged to compensate Trios 10% of the remaining part of the assignment sum multiplied with:
 - the payment according to the position of the work;
 - additional costs;
 - the costs Trios has made or has yet to make resulting from commitments with third parties.
- 9.2 Undiminished that stated under 1 Trios can, in such a case, claim compensation of its real damage arising from the interim termination if that damage amounts to more then the stated 10% under 1.
- 9.3 Trios can dissolve the assignment in the event of accountable shortcomings on the part of client.
- 9.4 If the assignment is dissolved by Trios, ex Article 9.3, or if the assignment is concluded in consultation because of significant reasons imparted from the client's side, Trios has the right to recover its damages from the client or, at the choice of Trios, demand compensation according to the criterion of Article 9.1.

Article 10. Bankruptcy and suspension of payment.

- 10.1 In the event that the client is declared in a state of bankruptcy, requests suspension of payment and/or suspension of payment is granted to them, all receivables of Trios become directly and entirely claimable and Trios is entitled, without notification in detail or proof of default, to dissolve the assignment extrajudicially, in writing. Article 9.4 is of corresponding application.

Article 11. Liability.

- 11.1 Trios is only liable for professional misconduct, or an accountable shortcoming of the supply of an item if they have been proved in default, in writing by the client; they have thereby summoned to repair the result of the shortcoming within a reasonable period, and they have not, or have not in good time, satisfied this summation.
- 11.2 In the event of any liability under 1 intended, Trios is only held to compensate for the damage which consists of:
 - A. the necessary costs of the adaptation of the design, the study or the report if, and as far as these costs have come at the expense of the client;
 - B. the costs of the reparation and of damages which are caused directly by such deficiencies;
 - C. the inevitable costs incurred and costs compensated by the client from other contractors of the client which are involved in the project, or the realization of the item, if and insofar as these costs are a direct consequence of the professional misconduct and/or accountable shortcomings with regard to the delivery of an item.
- 11.3 Under 2, the intended costs are never understood as costs which would be included in the construction sum if the assignment had been carried out well as from the commencement. With regard to direct damage is, under no circumstances, included: company damage, turnover loss based on any penalty clause, depreciation of products, damage of supervision and similar damage as well as damage caused by intention or conscious recklessness of relief personnel.
- 11.4 For compensation of damage other than that stated under 2, Trios is only liable if and as far as the shortcoming rests with its own intention or gross fault.

11.5 The total on the basis of the afore-mentioned paragraphs by Trios to be compensated damages is limited to the amount of the assignment sum, with a maximum of 125,000. EURO.

11.6 The right of client to compensation does not diminish his obligations to pay in accordance with the assignment.

11.7 If at an assignment related to the realization of an object not all phases and/or components are assigned to Trios, Trios will not be liable for errors or shortcomings in the not to Trios assigned phases and/or components and the from that extracted data. Neither is Trios liable for errors or shortcomings which have arisen at the processing, supplementation or modification of data supplied to Trios by client or in his assignment by third parties.

11.8 The competence of the client to appeal to an accountable shortcoming of Trios expires if the client does not protest concerning this within competent time after he has discovered the shortcoming or reasonably could have discovered, in writing and well-reasoned to Trios. The intended competence expires anyway if such a protest has not been made at the latest within two (2) years as of the termination of the assignment in the aforementioned manner. Every receivable right in this expires if, within one (1) year after this protest, the legal claim has not been made pending.

11.9 Undiminished the provisions in the previous paragraphs Trios is only liable towards the client for violation of legal provisions, breach of rights or of by legally protected interests of third parties - with exception of patents - if these provisions, rights or interests are commonly known at consultancies operative in the field in question, or when the client has explicitly indicated to Trios the existence of such provisions or rights, or has assigned Trios a research in this. Concerning the violation of patents of third parties Trios is only responsible if the client demonstrates that Trios was familiar with the patent in question. Compensation which results from liability as defined in this paragraph are included in the total amount to be compensated as stated elsewhere in this Article.

11.10 Client ensures that no rights of third parties oppose to the making available of designs, drawings models and/or materials of Trios with the purpose of use or processing. Client will protect Trios against each action which is based on the assertion that the making available, use or processing as such violates any rights of third parties.

11.11 In the event of secondment Trios is only liable, taking into account that stated in the remainder of this Article, for the availability of seconded persons with the agreed quality for the period agreed upon. Subject to this liability Trios is not liable for compensation of damage of the client or third parties (also) caused by the seconded person. Client is liable for and protects Trios concerning receivables to compensation of damage of third parties causes by the person seconded.

11.12 Client protects Trios for all liabilities of third parties due to product liability as a result of a deficiency in a product which has been delivered by client to a third party and that (also) consisted of products devised or delivered, by and/or material of Trios.

Article 12. Intellectual property rights

12.1 Unless in writing and explicitly otherwise agreed upon, Trios holds all copyrights and all rights of industrial property on offers made by them, supplied designs, images, drawings, (pilot) models, prototypes, mock-ups etc.

12.2 When the client has met its financial obligations towards Trios, the data carriers handed over to the client by Trios become their property. They can (only) be used by client for the purpose for which they have been manufactured. It is not permitted for the client to modify any indication on copyrights, brands, trading names or other rights of intellectual or industrial property of the data carrier.

12.3 It has not been permitted for the client to use an item implemented in the design of Trios, in part or otherwise, in repetition without explicit previous authorization in writing by Trios.

12.4 Both parties will not supply specific project-bound data or documentation to third parties and will refrain themselves from public statements about the project without previous authorization of the other party, unless dissemination of such information results from the nature of the project and/or the assignment.

12.5 Trios is considered the designer, in the sense of the uniform Benelux law, concerning drawings and models of everything it has manufactured within the framework of the assignment. Trios has exclusive rights to deposit these drawings and models at the legal offices intended for such purposes. With respect to copyrights stated, it applies as far as possible to rights deriving from such offices.

12.6 Trios has the right to request patent on their name, for patenting applicable inventions which derive by and/or during the implementation of the assignment.

12.7 If Trios indicates explicitly to not make use of their right ex Article 12.6, the client has the right to request patent on the invention in their name and at their cost. If the client obtains such a patent, they grant Trios an exclusive license, gratis, to apply the invention.

Article 13. Applicability right and disputes.

13.1 Dutch law is applicable to the assignment, irrespective of the location where the assignment is carried out. The Viennese purchase treaty is not applicable.

13.2 Disputes between parties will be solved, as much as possible, in an amicable manner.

13.3 If an amicable solution is not possible, all disputes which may arise between Trios and the client concerning the assignment or any agreement which results from that, are settled exclusively and in highest instance by arbitration in accordance with the Regulation of the Commission of Disputes determined by the Main Governing Board of the Royal Institute of Engineers and deposited at the court in The Hague.

13.4 Contrary to Article 13.3 the plaintiff can make a dispute pending at the cantonal judge if that lawsuit falls within his competence.

13.5 Contrary to Article 13.3 the plaintiff party can lodge a dispute pending at the judge of provisions of the court in Zutphen if, forthwith, on account of urgency, an immediate provision is required.

13.6 If any provision of these general conditions is null and void or is destroyed, the remaining provisions remain entirely effective and parties will enter into consultation in order to agree to a replacement provision. Thereby purpose and scope of the null and void or nullified provision will be observed as much as possible.

Article 14. Applicability Additional conditions.

14.1 If the client supplies assignment to Trios to manufacturing or processing of an item and/or thereto related installation work, in addition to the aforementioned, the following conditions will be effective on that assignment.

Article 15. Designs and materials

15.1 In cases where Trios has manufactured the drawings, calculations, models or test objects (hereafter summarized as "designs") related to the item, it will only then start with the construction after the client has granted written approval, and with that also giving proof of their approval with respect to the design, of the assignment.

15.2 In cases where third parties have made the designs, the client stands for the integrity of it as well as for the functional suitability of the materials laid down by them or on behalf of them. Client protects Trios for each liability of third parties concerning the use of designs supplied by client or on behalf of client.

Article 16. Completion and acceptance.

16.1 Client will inspect the object in consultation with Trios and within competent time after delivery.
16.2. If the client does not approve the item they are held to make such known to Trios with statement of reasons in writing. Trios is thereby given the opportunity to repair or re-execute the item.

16.3 The item is (partially) approved and considered delivered when:

- client has approved the item;
- The client has not carried out the inspection within competent time and Trios has, in good time, indicated that obligation to them;
- the client has taken the item (partially) in use;
- there is mention of small deficiencies that do not stand in the way of operational effectiveness, and which can be repaired within 30 days.

Article 17. Risk-transfer and property

17.1 The risk of the materials transfers at the moment that Trios makes these available to the client. Also in the event that Trios manages the transport, the risk of storage, transport, loading and unloading, are at the expense of the client.

17.2 After delivery to the address of the client, Trios remains the owner of the materials provided for as long as the client fails or will fail in his duties to comply with any obligation arising from the assignment and/or these conditions.

17.3 After calling upon the reservation clause, Trios is entitled, without announcement in detail to the client to call back the materials, whereby the client already now permits Trios to then enter the place where the materials are located.

Article 18. Guarantee

18.1 Trios is answerable for a period of six (6) months after delivery, of the good implementation of the agreed performance.

18.2 If there is mention of adoption of work, Trios answers during the period intended under 1 for the soundness of the construction and for the materials used if, and insofar as Trios was free in the choice of them.

18.3 If and insofar as it may transpire that the delivered construction and/or the material used is not or is less than sound, then Trios will repair or replace these at their expense and choice. The replaced parts become the property of Trios. The parts which must be repaired or replaced by Trios are sent to Trios by the client at their expense and risk. Dismantling and assembly of these parts in addition to possible travel and accommodation expenses are also at the expense of the client.

18.4 If the assignment consists of the processing of material supplied by the client, semi-finished products included, then Trios is only answerable within the period stated under 1 for the integrity of the executed processing.

18.5 If it appears that processing has not been executed soundly and Trios is accountable for such on the basis of the aforementioned provisions, then Trios will, at their choice:

- execute the assignment again, in which case the client will supply new material on their own account;
- repair the deficiency, in which case the client will send the material, gratis, to Trios;
- credit the client for a proportional part of the invoice.

18.6 If the assignment consists of the supply of an item, then Trios answers for the period stated under 1 for the integrity of that item.

18.7 If it appears that the supply, because of circumstances to be attributed to Trios, was not soundly executed, then the client is entitled to return the item to Trios at their expense. After receipt, Trios will make the decision to:

- repair the item;
- replace the item;
- credit the client for a proportional part of the invoice.

18.8 If the items also consist of the installation and/or assembly of a delivered item, then Trios bears responsibility for the period stated under sub 1, for the integrity of the installation/assembly.

18.9 If it transpires that the installation and/or assembly has not been conducted soundly, because of circumstances attributable to Trios, Trios will repair these. Possible travel – and accommodation expenses being at the expense of the client.

18.10 A factory guarantee is applicable to those parts for which the client and Trios have agreed upon explicitly in writing. If the client has had the opportunity to receive knowledge of the contents of the factory guarantee, this will be in the place of guarantee(s) on the basis of this Article.

18.11 Client will offer Trios the opportunity to repair a possible deficiency in all cases, or to carry out the processing again.

18.12 Client can only appeal to the aforementioned guarantee provisions if all obligations with respect to Trios are met and the appeal in question has been made within 14 days following either the deficiency in performance having been discovered or where it could have been discovered.

18.13 No guarantee is given for deficiencies which are the consequences of:

- normal wear;
- injudicious use, including the continuation of work after a possible defect;
- no, or incorrectly executed maintenance including, but not restricted to, the use of material other than that prescribed;
- installation, assembly, modification or repairs conducted by the client or third parties.

18.14 Materials delivered by Trios which were not factory-new on delivery are excluded from every guarantee.

End.