



General Conditions filed at the Chamber of Commerce of Noord-Brabant under number 17064805 for performing services, supplying, hiring out or making goods available in any other way and for work performed by A. Jansen B.V. in Son and by affiliated companies

In these General Conditions Jansen shall be understood to mean: A. Jansen B.V. in Son and all its affiliated companies.

Article 1 Application and validity of these general conditions.

- 1.1 These General Conditions shall apply to all offers, agreements and other juristic acts intended to have legal consequences whereby Jansen is involved, as well as all effects of this.
If these General Conditions shall apply to an agreement, they shall also apply to all agreements resulting from that agreement.
- 1.2 Departures from these General Conditions shall only apply insofar as these departures have been agreed between parties in writing.
- 1.3 If certain parts of these General Conditions would be partly or wholly void or would be declared void, this shall not affect the applicability of the other provisions.

Article 2 Application specific conditions

Besides these General Conditions, the specific general conditions referred to in this article shall apply to all offers, agreements and other juristic acts intended to have legal consequences whereby Jansen is involved.

In the event of contradictions between these General Conditions and the specific general conditions referred to in this article, these General Conditions shall prevail over the specific conditions referred to in this article.

2.1 Concrete mortar

The General Conditions of Sales of the Association of Companies of Concrete Mortar Producers in the Netherlands for the sale, delivery and payment of concrete mortar and mortar mix, in conformity with the most recently version filed at the Office of the District Court in The Hague, shall also apply to all offers, agreements and other juristic acts intended to have legal consequences whereby Jansen is involved, which refer to the delivery of concrete mortar and Legiomix by Jansen.

2.2 Concrete products

The General conditions for the delivery of concrete products (2007), as jointly drawn up by Dutch Construction and Infrastructure Federation (Bouwend Nederland) and the Dutch Precast Concrete Manufacturers Association (BFBN), shall also apply to all offers, agreements and other juristic acts intended to have legal consequences whereby Jansen is involved, which refer to the delivery of concrete items, prefab concrete and other concrete products by Jansen.

2.3 Contracting construction work

The General conditions for Contracting Work in the Construction Industry (1992) (AVA) shall apply to all offers, agreements and other juristic acts intended to have legal consequences whereby Jansen is involved, which refer to (sub)contracting construction work.

2.4 Contracting demolition work

The General Conditions of VERAS, as filed under number 11042195 at the Chamber of Commerce of Rivierenland shall also apply to all to all offers, agreements and other juristic acts intended to have legal consequences whereby Jansen is involved, which refer to demolition work.

2.5 Recycling

The Acceptance Regulations of Jansen Recycling BV shall also apply to all to all offers, agreements and other juristic acts intended to have legal consequences whereby Jansen is involved, which refer to recycling.

2.6 Road transport

The General Transport Conditions 1983 (AVC), and in addition to this for foreign road transport, the Convention on the Contract for the International Carriage of Goods by Road (CMR, Geneva, 19 May 1956) shall also apply to all to all offers, agreements and other juristic acts intended to have legal consequences whereby Jansen is involved, which refer to national road transport.

2.7 Infra and renting out

The Cumela conditions 2008, as filed at the Court of Utrecht under number 329/2008 shall also apply to all to all offers, agreements and other juristic acts intended to have legal consequences whereby Jansen is involved, which refer to infraworks, earth-moving and renting out machines, whether or not with a machinist.

Article 3 Offers and confirmations.

- 3.1 All offers shall be drawn up in writing and shall be free of obligations, also if a period has been included in these offers to which the offer applies. When information is provided verbally, an offer shall only considered to have been made as soon as it has been confirmed by Jansen in writing.
- 3.2 Jansen cannot be obliged to observe its tenders or offers if the other party can understand in reasonableness that the quotations or offers, or a part of them, contains an apparent mistake or a slip of the pen.
- 3.3 The other party shall be responsible for orders granted by him or on behalf of him, prescribed constructions, work methods, instructions and data, as well as for not providing data with regard to which the other party should have understood that these data may be relevant for Jansen with regard to making a right offer or implementing the agreement.
- 3.4 All prices mentioned in the offers shall exclude VAT and levies imposed by the government. A fixed price shall only apply to the entire work if this has been explicitly stated. Prices can be expressed through a more specifically described unit of work and/or supplied material, or in a time unit.
- 3.5 Offers shall be confirmed by the other party in writing.
The agreement shall only come into effect after Jansen in its turn has recognised the written confirmation by the other party in writing, or after Jansen implements the agreement.
Jansen shall not be liable for whatever loss, if it nevertheless decides to not conclude the agreement before or after the written confirmation by the other party.
- 3.6 If the acceptance (whether or not with regard to minor points) differs from the offer stated in the offer, Jansen shall not be bound by this. The agreement shall then be concluded in agreement with the offer of Jansen, unless Jansen has explicitly informed the other party in writing that it agrees with possible differences.
- 3.7 If there are any changes in salaries, prices or rates of exchange after three months of concluding the agreement, Jansen shall be entitled to change the agreed price for the work one-sidedly, without the other party being able to dissolve the agreement or terminate it in any other way.

**Article 4 Suspension, dissolution and premature suspension of the agreement**

- 4.1 Jansen shall be entitled to suspend the observation of the obligations of the agreement, if:
- the other party does not meet the obligations from the agreement, or does not meet them completely or on time;
 - Jansen has taken cognisance of circumstances after concluding the agreement that give good grounds to fear that the other party shall not observe the obligations;
 - the other party has been requested to provide security when concluding the agreement in order to meet its obligations from the agreement and this security is not provided or is insufficient;
 - If it cannot be required of Jansen anymore that it observes the agreement according to the originally agreed conditions because of the delay on the part of the other party, Jansen shall be entitled to dissolve the agreement.
- 4.2 Furthermore, Jansen shall be entitled to dissolve the agreement if there are circumstances of such a nature that observing the agreement is impossible or if there are other circumstances of such a nature that an unchanged maintenance of the agreement cannot be required in reasonableness of Jansen.
- 4.3 If the agreement is dissolved, the claims by Jansen against the other party shall be immediately due and payable. If Jansen suspends the observation of the obligations, it shall maintain its claims from the law and the agreement.
- 4.4 If Jansen decides to suspend or dissolve the agreement, it shall not be obliged in any way whatsoever to compensate the loss and costs that result from this in any way.
- 4.5 If the dissolution can be attributed to the other party, Jansen shall be entitled to receive a compensation for the loss it has incurred, including costs and expenses.
- 4.6 If the other party cancels a placed order wholly or partly, the items that have been ordered or prepared for this reason, increased by the possible supply, discharge and delivery costs for these items and the working hours reserved for the implementation of the agreement, shall be charged integrally to the other party.

Article 5 Retention of title

- 5.1 All items supplied by Jansen as part of the agreement shall remain property of Jansen until the other party has met all obligations from the agreement(s) concluded with Jansen and from other engagements and any compensations in a complete and sound way.
- 5.2 Items supplied by Jansen, which fall under the retention of title by virtue of paragraph 1., shall not be resold to a third party and shall never be used as a means of payment. The other party shall not be entitled to pledge or encumber the items that fall under the retention of title in any other way.
- 5.3 The other party shall always do all it can that may be expected of the other party in reasonableness to secure the property rights of Jansen.
- 5.4 If third parties seize the items supplied under retention of title or if they want to establish or enforce rights upon these items, the other party shall be obliged to notify Jansen at once about this.
- 5.5 The other party shall be obliged to insure the items supplied under retention of title and keep them insured against fire, explosion and water damage as well as against theft and submit the policy of this insurance to Jansen upon first request. In the event of a possible payment of the insurance Jansen shall be entitled to receive these funds. Insofar as necessary, the other party shall commit itself in advance towards Jansen to offer its cooperation with all that is required or desirable in this respect or all which may prove to be necessary or desirable in this respect.
- 5.6 In the event that Jansen wants to exercise its property rights stated in this article, the other party shall give its unconditional and irrevocable permission in advance to Jansen and to third parties to be appointed by Jansen to enter all those places where the properties of Jansen are located and to take back these items.

Article 6 Invoices and payment

- 6.1 Unless agreed otherwise in writing, the other party shall be obliged to pay invoices within 30 days after the invoice date. Within the Netherlands payment shall take place according to the way described by Jansen.
If the buyer has rejected a product or part of a product on good grounds, with due observance of the provisions in the agreement, he shall be entitled to suspend the payment with regard to the rejected part.
- 6.2 When the term of payment is exceeded, Jansen shall be entitled to calculate the statutory trade interest over the possible due and payable sum, as referred to in articles 6:119a and 6:120 of the Netherlands Civil Code.
- 6.3 In the event the other party has still not paid an invoice on the due date without rightfully invoking a statutory or contractual right of suspension, Jansen shall be entitled to suspend the related obligation to deliver until this payment has been made, increased by the accumulated arrear interest as referred to in paragraph 2, or Jansen shall be entitled to require cash payment or an advance payment or adequate security for the items that still have to be delivered.
- 6.4 Jansen shall be entitled to recover all extrajudicial costs, including collection costs, from the other party as soon as the latter has been in default with observing its payment obligations towards Jansen. The extrajudicial costs shall be 15% of the amount of the main sum and interest, with a minimum of 250.-.
- 6.5 Jansen has a right of retention on items and documents that Jansen retains in possession with reference to the agreement towards everyone who has requested a delivery of this. Jansen can also exercise this right of retention towards the other party for what is still owed to him as regards previous agreements. All items, documents and funds that Jansen retains in possession in connection with the agreement shall serve as a pledge for Jansen for all claims of Jansen against the other party.

Article 7 Force majeure

- 7.1 Jansen shall not be obliged to observe any commitment towards the other party if it is hindered in this respect as a result of a condition that cannot be attributed to negligence, and for which Jansen is not accountable under the law, a legal act or according to generally accepted views.
- 7.2 In these general conditions force majeure shall be taken to mean, besides its meaning in the law and jurisprudence, all external causes, anticipated or not anticipated, on which Jansen cannot exert any influence, however as a result of which Jansen is not able to observe its obligations, including strikes in the company of Jansen or of third parties. Jansen shall also be entitled to invoke force majeure if the circumstance that hinders the (subsequent) observation of the agreement occurs after Jansen should have observed its obligations.
- 7.3 Jansen can suspend its obligations from the agreement during the period that the force majeure continues. If this period lasts longer than two months, each party shall be entitled to dissolve the agreement without any obligation to compensate a loss to the other party.
- 7.4 Insofar as Jansen, at the time that the force majeure occurred, has partly observed its obligations from the agreement or insofar as it will be able to observe them, and an independent value can be attributed to the observed part or the part still to be observed, Jansen shall be entitled to separately invoice the already observed part. The other party shall be obliged to observe this invoice as if it concerned a separate agreement.

**Article 8 Liability and indemnification**

- 8.1 If Jansen were to be liable, this liability shall be limited to what has been arranged in this provision.
- 8.2 Jansen shall not be liable for loss, of whatever nature, that was caused by the fact that Jansen had based himself on incorrect and/or incomplete details provided by or on behalf of the other party.
- 8.3 If Jansen were to be liable for any loss, the liability of Jansen shall be limited to the invoice value of the order, that is to say, to that part of the order to which the liability refers, with a maximum of EUR 100,000.
- 8.4 Jansen shall be solely liable for direct loss. Direct loss shall solely be taken to mean the reasonable costs to establish the cause and extent of the loss, insofar as this establishment refers to loss within the meaning of these conditions, that is to say, any reasonable costs that have been incurred to let the poor performance of Jansen comply with the agreement, insofar as it can be attributed to Jansen and reasonable costs have been incurred to prevent or limit loss, insofar as the other party can prove that these costs have resulted in a limitation of direct loss as referred to in these general conditions.
- 8.5 Jansen shall never be liable for indirect loss, including consequential loss, lost profit, missed savings and loss through business stagnation.
- 8.6 The other party shall indemnify Jansen against any claims of third parties, who have incurred loss in connection with the implementation of the agreement and of which the cause can be attributed to others than Jansen.
- 8.7 The limitations of the liability included in this article do not apply if the loss has been caused by intention or gross negligence of Jansen or its manager.

Article 9 Applicable law and disputes

- 9.1 All legal relationships whereby Jansen is a party, shall solely be governed by Dutch law, also when an engagement is implemented partly or wholly abroad or when the party involved in the legal relationship has a domicile abroad. The applicability of the Vienna Sales Convention (CISG) shall be excluded.
- 9.2 All disputes that may arise from a legal relationship to which the present conditions apply partly or wholly, shall be settled by the competent court in the Netherlands.

Additional conditions Jansen Betonwaren B.V.

- 1 The Legioblocks® must be constructed in the correct manor. Only when A. Jansen B.V., or one of its affiliated subsidiaries, takes care of the construction is it possible to guarantee its correctness. All liability for the correct or incorrect use of the Legioblocks® is excluded. If, for any reason whatsoever, A. Jansen B.V. and/or any of its affiliated subsidiaries is nevertheless liable, then this liability is in any event limited to the invoiced amount of the supply of the relevant batch of Legioblocks®, with a maximum of € 25.000.
- 2 Charge of additional and/or deductive work to be adjusted per block.
- 3 The building site shall be easily accessible.
- 4 The ground surface on which the blocks have to be laid needs to be flat, sufficiently solid and marked. The responsibility lies with the customer.
- 5 The maximum discharge time per lorry is 30 minutes. Extra time taken due to poor accessibility and/or placing conditions shall be charged at € 75,00 per hour.
- 6 If the static calculation requires additional Legioblocks, these must be paid additionally.