

General Terms and Conditions for the completion of works and/or the delivery of services by Van der Heide Bliksembeveiliging B.V., Van der Heide Bliksembeveiliging Inspecties B.V., Van der Heide Cathodic Protection & Corrosion Engineering B.V. and Van der Heide Opleidingen & Inspecties B.V., hereinafter referred to both jointly and severally as "Van der Heide".

1. General

These General Terms and Conditions will be referred to hereinafter as the Van der Heide GTC 2016, and shall form part of every offer issued by Van der Heide and of every agreement made with them in relation to the supply of goods, the completion of works and/or the provision of advisory and other services, unless deviation from these terms and conditions is mutually agreed in writing by Van der Heide and the other party. In the event that one or more Articles in these General Terms and Conditions are invalid or are declared invalid in whole or in part, this shall be without prejudice to the applicability and validity of the remaining stipulations. Van der Heide's counter party will be referred to hereinafter as "the Client".

2. Applicability of General Terms and Conditions

The Uniforme Administratieve Voorwaarden 2012 (the Uniform Administrative Conditions, hereinafter "UAC 2012") shall apply to Van der Heide's activities relating to the carrying out and completion of works. The requirements of De Nieuwe Regeling 2011 (The New Arrangement 2011, hereinafter TNA 2011) shall apply to any advisory work carried out. The Client is deemed to be familiar with UAC 2012 and TNA 2011 and any appendices to these. In the event of conflict between the present terms and conditions and TNA 2011 and/or UAC 2012 the Van der Heide GTC 2016 shall prevail in all cases.

3. Quotations

1. A quotation issued by Van der Heide may be accepted by the Client during a period of one month following signature, unless otherwise indicated in the quotation. Quotations are in all cases based on the implementation of the relevant agreement under normal circumstances, during working days as defined in UAC 2012 and with working hours from 08.00 to 17.00.
2. All drawings and data provided with the quotation and/or the relevant agreement, such as dimensions, weights, capacities and quantities are as accurate as possible. No entitlements may be derived from the information provided by Van der Heide.
3. All prices specified by Van der Heide in the quotation or elsewhere exclude turnover tax (BTW), unless expressly otherwise indicated.
4. Quotations, drawings, designs and calculations are the property of Van der Heide and may not be passed on or revealed to third parties without their permission.

4. Tariffs, payment and invoicing

1. Van der Heide shall be entitled to amend their tariffs. In the case of wage or price measures introduced by or by virtue of the law and/or in accordance with the stipulations of the CBS, Van der Heide may introduce the change in tariffs on the first day of the month following the month of the introduction of the wage or price measures. Where necessary increases in tariffs may be notified to the Client in writing, and implemented in the case of subsequent works.
2. Van der Heide shall be free to submit advance invoices.
3. All payments are to be made without any deduction and in the manner indicated by Van der Heide. Every appeal to offsetting by the Client is excluded.
4. Payment of invoices and advance invoices submitted by Van der Heide must be made within thirty days of signature, unless otherwise indicated. In the event that this period for payment is exceeded the Client shall be in default without any requirement for notice of default, and shall incur interest payable to Van der Heide at the rate of 2% above the legislatively determined interest rate (as per Article 6:119a of the Civil Code) on the amount of the outstanding invoice or advance invoice.
5. In the event that Van der Heide receive no payment, whether or not following a reminder, they shall be entitled to place their claim in other hands without further ado, and the Client shall be liable to pay all the associated costs, plus turnover tax. The Client shall also be liable to pay all costs incurred by Van der Heide in recovering their claim.
6. Payments by the Client shall in all cases be deducted from the costs and interest payable (in that order) and subsequently from the principal sum, with old claims preceding new.
7. Invoicing method:
 - a. For orders with an invoice amount up to €2,500.
 - 100% on delivery;
 - b. For orders with an invoice amount of € 2,500 and more:
 - 30% upon placement of the order for the work;
 - 30% upon completion of 60% of the work;
 - 30% upon completion of 100% of the work; and
 - 10% on delivery.



5. Collaboration with third parties

1. In the event that Van der Heide at the request of the Client work together with one or more other parties or engage third parties on the work, then Van der Heide shall not be responsible for the element of the work carried out by these third parties, unless and to the extent that Van der Heide have expressly accepted such responsibility, in writing. The Client shall in such circumstances be responsible for any information provided to Van der Heide by these third parties.
2. Where in the context of completion of an order placed with them Van der Heide themselves engage one or more third parties, then in the case of the element of the work carried out by these third parties, Van der Heide shall be liable only to the extent that these third parties are liable to Van der Heide.

6. CAR insurance

Unless otherwise expressly agreed, Van der Heide shall be included in the cover provided by a Construction All Risks (CAR) insurance policy arranged by the Client for the purposes of the works, the conditions of which are available for inspection by Van der Heide on request at the Client's premises. At the explicit written request of the Client Van der Heide will arrange Construction All Risks (CAR) insurance for the purposes of the work. The costs of such an insurance policy will be borne by the Client, unless otherwise expressly agreed by the Parties.

7. Work in the field

1. In the case of works, investigations and surveys carried out in the field where entry to premises is necessary, permission to enter must be provided by or on behalf of the Client, or obtained from the relevant owner(s) or title-holder(s). Any damages suffered by Van der Heide as a consequence of a failure to obtain such permission in good time or at all shall be borne by the Client.
2. Van der Heide shall not be responsible for damage from whatever cause to property of the Client or third parties caused during or in connection with the completion of their works, unless there is some question of intentional acts or negligence by or on behalf of personnel employed by Van der Heide. The Client shall indemnify Van der Heide against any claims by third parties relating to the aforementioned damages.

8. Client's Obligations

1. The Client is responsible for:
 - The constructions and working methods prescribed by or on behalf of the Client, as well as orders, directions and instructions issued by or on behalf of the Client;
 - The timely provision and the accuracy of the information and data provided by the Client. All costs resulting from delay in the provision of such information, and in general from all stoppages not attributable to Van der Heide, shall be borne by the Client.
2. The Client shall be liable for:

All damages resulting from defects in goods, construction materials or ancillary equipment provided by or prescribed by the Client; All damages resulting from works or deliveries carried out by the Client or by third parties on the orders of the Client.
3. The costs of compliance with legislative requirements or government orders coming into effect following the date of the quotation shall be borne by the Client.
4. Documents and other information media sent to the Client for approval by Van der Heide (including drawings) shall be deemed to have been approved by the Client where the Client has not notified Van der Heide to the contrary, unambiguously and in writing, within two weeks of their date of despatch.
5. The Client hereby undertakes not to employ personnel tasked with the completion of the order or to engage them in any other way or to have them carry out work, during the period of the completion of the work and for one year following its completion, except with the permission of Van der Heide, on penalty of a fine payable immediately on demand of the gross annual salary of the employee in question, without prejudice to the entitlement of Van der Heide to recover all damages actually incurred.
6. The Client hereby guarantees that Van der Heide will have access in good time to:
 - The data and approvals (such as permits, waivers and dispensations) required for the purpose of the works;
 - The buildings, sites or areas of water where the work is to be carried out;
 - Proper facilities in the immediate vicinity of the construction site where construction materials, waste materials and tools can be brought, stored and/or taken away;
 - Sound connections for electrical machinery, telephone, fax, lighting, heating, gas, compressed air and water.
 - The required electricity, gas and water, the costs of which shall be borne by the Client.
7. The Client hereby guarantees that works and/or deliveries to be carried out by others which are not part of Van der Heide's order will be carried out in such a way and in such a timely fashion that the completion of the order will not be subject to delay or other disruption.
8. The Project Manager shall be entitled to represent the Client, unless and to the extent that no express agreement has been made to the contrary.
9. To the extent that it is relevant the Client shall be required to inform Van der Heide in writing and prior to the



commencement of the work about the presence and location of cables and pipework as referred to in the Exchange of Information on Underground Networks Act.

9. Retention of property, sureties

1. All goods supplied by Van der Heide shall remain the property of Van der Heide until such time as the Client has fulfilled all his payment obligations with respect to Van der Heide under the relevant agreement or other agreements made with Van der Heide. For as long as the Client fails to fulfil all his payment obligations the Client hereby undertakes with respect to Van der Heide that he will handle the deliverables with due diligence, will keep them insured and will refrain from pledging, processing or transferring them or handing them over to a third party. In the event of failure to comply with this obligation the entire contract sum associated with the agreement shall be immediately payable.
2. Where the Client falls short in meeting his obligations towards Van der Heide, then Van der Heide shall be entitled to immediately recover the goods whose property is retained. To the extent necessary the Client will at the first request of Van der Heide immediately allow access to buildings and/or sites owned or managed by the Client, to allow Van der Heide to recover their property.
3. The Client hereby grants Van der Heide an irrevocable authorisation to do all that is useful and necessary to recover the goods in which property is retained.
4. Payments made by the Client shall first and as far as possible be offset against claims of Van der Heide to which no retention of property applies.
5. Van der Heide shall at all times be entitled to require adequate sureties for the fulfilment of the Client's payment obligations before commencing their activities and before making or continuing to make deliveries. This stipulation shall also apply where the Client has required credit arrangements.
6. In the event that the Client refuses to provide the required sureties then Van der Heide shall be entitled to dissolve the Agreement. The costs incurred in this context shall be borne by the Client, this without prejudice to Van der Heide's entitlement to claim compensation for any damages they have suffered.
7. Despite the retention of property by Van der Heide as stipulated in this Article, the costs of and the risk in the goods supplied by Van der Heide shall pass to the Client at the time when these goods leave Van der Heide's stores or, to the extent that goods delivered from stock are not involved, at the time when the goods are delivered to the Client by Van der Heide.

10. Compliance

1. Van der Heide will endeavour to comply as fully as possible with the agreement made with the Client.
2. A duty of best effort shall rest upon Van der Heide in relation to the agreement made with the Client, rather than a duty to achieve results.
3. The Client hereby undertakes that no circumstances obtain which would impede or delay timely and correct compliance by Van der Heide. Should such circumstances arise, then Van der Heide shall in no way be held liable, while the Client must reimburse Van der Heide for any additional costs and/or damages they may suffer.
4. Van der Heide will endeavour to carry out their works within the periods agreed with the Client, as far as possible. The agreed periods and times shall not however be deemed to be deadlines in the sense imported by Article 6:83a of the Civil Code.
5. The Client shall in no circumstances be entitled to compensation for damages in the event that Van der Heide overstep the agreed periods and timings as a result of force majeure. Neither may the Client suspend or dissolve their obligations under or associated with the agreement in such circumstances.
6. Force majeure shall be taken to mean all circumstances beyond the control of Van der Heide which reasonably make compliance with the agreement impossible, including but not limited to: delayed delivery of materials ordered in good time, transport problems, mechanical or other faults in the Van der Heide operation, fire, weather conditions, strikes, lock-outs, riot, nuclear reactions and war.

11. Scope of the work

1. The order shall cover the entirety of the work as described in the quotation and/or the Confirmation of Order.
2. Where at any time it appears necessary for the proper implementation of the agreement for Van der Heide to carry out additional works not specified in the agreements, then they shall consult with the Client. In the event that the Client does not wish to give Van der Heide an order to carry out these additional works or where no agreement can be reached about the conditions under which the work is to be carried out, then Van der Heide shall be entitled to dissolve the agreement with the Client. Van der Heide shall in that event be entitled to claim compensation for the damages suffered by them as a consequence of the dissolution.
3. Unless expressly agreed to the contrary in writing, the following works, deliveries and provisions shall not be included among the obligations of Van der Heide. The Client hereby undertakes to ensure that these deliveries, works and facilities are provided in a way, at a time and in line with the requirements of the work, such that there is no delay to the work accepted by Van der Heide.



- a. Groundworks, surfacing, piling, cutting, breaking, foundations, masonry, concreting, joinery, plastering, painting and furnishing works, or any other work arising, of whatever nature.
 - b. The relocation of items not belonging to Van der Heide, including but not limited to lifting equipment or machinery to be used.
 - c. The provision, erection, and removal on completion of the work of scaffolds and stagings.
 - d. The supply of water and electricity necessary for the work, as well as for any testing and commissioning.
 - e. Works required to restore elements of the installation(s) which have been soiled or damaged during the work, unless the soiling or damage has been brought about by Van der Heide personnel.
 - f. The taking into use and/or the keeping in use of the installation(s) prior to their handover, for the convenience of the Client.
 - g. Lighting of the construction site so that the installation work can continue.
4. The Client shall ensure that applications are made in good time and/or that the necessary is done in relation to sufferance dues, the Environmental Management Act, permits etc.
 5. Unless otherwise expressly agreed to the contrary, any materials arising shall become property of Van der Heide.
 6. Unless expressly agreed to the contrary in writing the provision of revised drawings shall not be included among the obligations of Van der Heide.
 7. Any extras or deletions will be agreed separately between the parties. "Extras" shall be taken to mean all deliverables provided by Van der Heide over and above those originally agreed. Deletions shall be taken to mean the opposite. Van der Heide shall also be entitled to remuneration for extras delivered by them, even where this has not been agreed in writing with the Client.

12. Liability

1. Where the agreed performance consists of undertaking work then the liability of Van der Heide shall be governed by the stipulations of the present article and UAC 2012. Where the agreed performance consists of advisory or other services then the liability of Van der Heide shall be governed by the stipulations of the present article and TNA 2011.
2. Where and to the extent that the Client and Van der Heide have agreed a guarantee, the Client may solely and exclusively demand of Van der Heide that they comply with this guarantee.
3. The Client will in all cases first offer Van der Heide an opportunity to correct any defect within a reasonable period or to carry out the work again. The Client is to notify Van der Heide within 30 days of the detection of the defect, in the absence of which any claims by the Client will lapse.
4. The Client may appeal to the obligations flowing from this Article only when the Client has met all his obligations towards Van der Heide.
5. Van der Heide shall not be liable in any circumstances for indirect or consequential damages, including consequential losses, lost turnover, loss of earnings, damage to image, environmental damage etc.
6. The liability of Van der Heide shall at all times be limited (as a maximum) to the amount paid out by Van der Heide's insurers in the relevant case. The liability of Van der Heide is furthermore limited to an amount equivalent to the contract sum, up to a maximum of €1,000,000.
7. The Client shall be liable for damage to third parties where reports or documents are used by persons other than the Client or where they are used by the Client for a purpose other than that for which the agreement was made between the parties.
8. Where the order entails that Van der Heide will supervise the execution of work but without this involving day-to-day supervision, then Van der Heide may only be held liable for damages in periods during which they have actually carried out supervision in accordance with the order.
9. Quotations, reports, documents, cost estimates and the like prepared by Van der Heide may be used by the Client solely for the purpose for which they were prepared. The Client hereby indemnifies Van der Heide against any third party claims based on those documents. Van der Heide will accept no liability for the use of the aforementioned documents by persons other than the Client, nor for their use for a purpose other than that for which the documents were prepared.

13. Consequences of cancellation of the order

In the event that the Client cancels the order then the Client shall be obligated to pay Van der Heide according to the status of the works for the hours spent and the associated costs, travel and accommodation expenses and all reasonable costs incurred and yet to be incurred as these flow from the obligations already complied with by Van der Heide at the time of the cancellation with a view to the further fulfilment of the order. The Client shall further be obligated to pay 10% of the sum which would have been payable had the order been completed in full.

14. Intellectual property rights

1. The intellectual property rights associated or connected with quotations, drawings, designs, calculations, manuals, training materials and other documentation drafted by Van der Heide shall accrue to Van der Heide. The Client must respect these intellectual property rights.
2. The items and materials specified in Section 1 may not be provided to third parties or made available for the inspection of third parties without the written permission of Van der Heide.

15. Confidentiality and use as reference

The Client and Van der Heide shall treat all data and documents provided by one of them to the other in confidence and use this information solely in the context of the fulfilment of the order. The Client is authorised to make the documentation provided by Van der Heide available to third parties only where this is expressly agreed in writing or where required by a legal obligation. In deviation from the foregoing, Van der Heide shall be entitled to use the project as a reference.

16. Applicable law and disputes

1. The Law of the Netherlands shall apply to the agreement made between the Client and Van der Heide.
2. The Civil Court at Leeuwarden shall be competent to adjudicate in any dispute, unless the parties agree to arbitration proceedings.

17. Open subscription and in-company training courses

1. In addition to the foregoing, the following stipulations shall apply to open subscription and/or in-company training courses provided by Van der Heide Opleidingen & Inspecties (hereinafter referred to as "the course"). In the event of conflict with the foregoing stipulations, the present Article shall prevail.
2. The Client will receive a confirmation of the application of every course member. Around three weeks before the start of the course the Client will be notified whether the course is going ahead and provided with further information. Subscriptions shall be binding only when Van der Heide Opleidingen & Inspecties have confirmed these in writing.
3. Invoicing method:
 - a. For orders with an invoice amount up to €2,500.
 - 100% upon definitive confirmation of the course;
 - b. For orders with an invoice amount of € 2,500 and more:
 - 50% upon definitive confirmation of the course;
 - 50% with 30 days of completion of the course.
4.
 - a. Lecture times are from 09.00 to 16.00 hours (unless otherwise specified).
 - b. The tuition fees include lunch, study material and certificates of participation, but exclude BTW.
 - c. Where there are insufficient applications for a course Van der Heide Opleidingen & Inspecties shall be entitled to cancel the course at any time, and not to accept an application, without being liable to make compensation for damages or costs. Where a course is cancelled due to a lack of applications Van der Heide Opleidingen & Inspecties will wherever possible offer an alternative course.
- d. The Client or a course member may cancel participation in the course solely in writing. The following arrangements will apply in the case of cancellation/rescheduling. The Client may cancel or reschedule the course up to six weeks before the course commences. Half of the course fees will be payable from six to three weeks before the course commences. Where the course is cancelled or rescheduled less than three weeks before the course commences, then the course fees shall be payable in full. Where following the notification that the course is definitely going ahead Van der Heide Opleidingen & Inspecties are nevertheless obliged to cancel the course, a suitable alternative will be offered, or a credit will be issued for the course fees already invoiced for.
- e. Any parking fees at the course location shall be payable by the course member or the Client.
- f. Course members will be expected to comply with safety instructions and safety standards. A course member who fails to do so will be fully liable for any resulting damages.
- g. Van der Heide Opleidingen & Inspecties shall not be responsible for any damages caused to the property of course members or the Client during the course.