

General Terms and Conditions Beaujean B.V.

Article 1: Definitions

In these General Terms and Conditions, the terms set out below have the following meanings, unless expressly indicated otherwise:

Contractor:	Beaujean B.V.
Client:	the counterparty of the Contractor
Contract	the work to be performed by the Contractor and the conditions under which this is to take place, to be determined in joint consultation between the Client and the Contractor.

Article 2: General

1. The general terms and conditions apply to all offers, quotations, work, assignments and agreements between the Contractor and Clients or their successors in title. Standard terms and conditions of the Client will only apply if these have been accepted by the Contractor, with written confirmation.
2. These terms and conditions also apply to all assignments with the Client for the execution of which third parties are to be involved.
3. If one or more of the provisions in these general terms and conditions are void or voidable, the other provisions of these general terms and conditions shall continue to apply fully. In that case, the Contractor and the Client will agree new provisions to replace the void or voidable provision that where and insofar as possible take account of the purpose and scope of the original provision.

Article 3: Offers

1. Offers from the Contractor are based on the information provided by the Client. The Client guarantees that he has, to the best of his knowledge, provided all essential information for the preparation, execution and completion of the Contract.
2. The offers drawn up by the Contractor are subject to contract. The offers are valid for 30 days, unless stated otherwise. The Contractor will only be bound by the offers if their acceptance is confirmed by the counterparty in writing within 30 days, unless stated otherwise.
3. The prices stated in the above offers are exclusive of VAT and other government levies, or any costs to be incurred in the context of the assignment, including postage and administrative costs, unless stated otherwise.
4. If the acceptance derogates from the proposal made in the offer (on subordinate points), the Contractor will not be bound by this. In that case, the Contract is not concluded in accordance with this derogating acceptance, unless indicated otherwise by the Contractor.
5. A combined quotation does not oblige the Contractor to perform part of the Contract for a corresponding proportion of the quoted price.
6. Offers do not automatically apply to future Contracts.

Article 4: Provision of information and cooperation

1. The Client shall provide the Contractor in good time with all the documents, information and contacts required for the proper performance of the Contract.
2. If the Client has a soil survey report available, this must be provided to the Contractor at all times.
3. If the Client is aware of the fact that there is contaminated soil, the Contractor must be notified of this at all times.

Article 5: Performance of the Contract and involving third parties

1. The Contractor will carry out the work within the context of the Contract to the best of his knowledge, expertise and ability.
2. Both the Contractor and the Client must comply with the regulations of the Dutch Labour Market Fraud (Bogus Schemes) Act (WAS).
3. In so far as required for the proper performance of the Contract, the Contractor is entitled to have the work (or parts of it) carried out by third parties. The Contractor will do so in consultation with the Client. The Contractor undertakes to make every effort to perform the agreed obligations and achieve the agreed quality.
4. The Contractor does not assume any liability for work carried out by third parties, in so far as these have entered into an agreement with the Client themselves.
5. The Contractor is not liable for any damage or loss, of whatever nature, caused by the fact that the Contractor has used incorrect and/or incomplete information provided by the Client as a basis, unless this incorrectness or incompleteness ought to have been apparent to the Contractor.
6. If it has been agreed that the Contract is to be performed in phases, the Contractor may suspend execution of the parts belonging to a subsequent phase until the Client has approved the results of the preceding phase in writing.
7. If, within the scope of the Contract, work is carried out by the Contractor or by third parties engaged by the Contractor at the Client's premises or at a location designated by the Client, the Client shall provide the facilities reasonably required by those employees free of charge.
8. The engaged third party must send the invoice, stating all the details of the member of staff (including a copy of the VCA certificate and a copy of a valid ID card or passport) to the Contractor within one week after completing the work. The engaged third parties must also provide qualified and certified staff and sound materials.

Article 6: Changes to the Contract, contract extras

1. The Client accepts that it may affect the time schedule of the Contract if the parties decide to make interim changes to the approach, method or scope of the Contract and the work arising from this. If the Client's actions cause interim changes in the performance of the Contract, the Contractor will make the necessary adjustments in consultation with the Client. If this leads to additional work, the Client will be charged for this as an additional Contract. The Contractor will be entitled to charge the Client for the additional costs of changing the Contract.

2. Contrary to the provisions of paragraph 1, the Contractor will not be entitled to charge additional costs if the change or addition to the Contract is the result of circumstances attributable to the Contractor.

Article 7: Contract period; completion time

1. The Contract between the Contractor and the Client is entered into for an indefinite period, unless the nature of the Contract requires otherwise or the parties expressly agree otherwise in writing.
2. Any deadlines agreed for the completion of certain work within the duration of the Contract are never to be regarded as strict deadlines. If the completion time is exceeded, the Client must therefore give the Contractor written notice of default.

Article 8: Rates

1. Unless agreed otherwise in writing by the parties, the Contractor's rate will be established on the basis of an hourly rate.
2. The Contractor's rate includes the costs of secretarial work and telephone costs. For all offers, only the time actually spent will be charged, and in the event of an imminent overrun of more than 5% of the offered amount, invoicing will only take place after consultation with the Client.
3. Amounts are exclusive of VAT.
4. The amount paid into the G account will be stated correctly on the invoice.
5. If money is paid into the G account, the Client must keep to this amount. Any excess amounts paid per invoice will be refunded to the Client, who will subsequently ensure that the balance of his current account is transferred to the Contractor's current account.
6. If the Contractor and the Client agree on an hourly rate, the Contractor will nevertheless be entitled to increase this rate.
7. The Contractor will be entitled to increase the rate agreed in the offer - without prior written notice - as from 1 January of each calendar year by a maximum of the rate of inflation of the previous year issued by Statistics Netherlands (CBS).
8. In the event of price rises, apart from inflation, the Client will be entitled to increase the prices. The Client will be entitled to terminate the contract if the increase amounts to over 10% per year. The Client will not be entitled to terminate if the entitlement to increase the rate arises from an entitlement by virtue of the law.
9. The Contractor will notify the Client in writing of the intention to increase the rate pursuant to paragraph 6. The Contractor will state the extent of the increase and the date on which it will come into effect.
10. If the Client does not wish to accept the rate increase communicated by the Contractor, the Client will be entitled to terminate the Contract in writing within two weeks of the notification referred to, or cancel the Contract as from the date on which the rate adjustment would take effect as stated in the Contractor's notification.

Article 9: Payment conditions

1. Payment must be made within thirty days of the invoice date, unless agreed otherwise by the Client and Contractor. Objections to the invoiced amounts do not suspend the payment obligation.

2. After expiry of the period referred to in paragraph 1, the Contractor will be entitled to charge statutory (commercial) interest under Section 6:119 of the Dutch Civil Code (BW) on the unpaid amount from the date on which the other party is in default until the date on which payment is made in full.
3. If the other party fails to comply with its obligations in time, all reasonable costs incurred to obtain an out-of-court settlement will be borne by the other party. The extrajudicial costs will be calculated in accordance with the Voorwerk II report. If the Contractor has incurred higher collection costs which were reasonably necessary, however, the costs actually incurred will qualify for reimbursement. Any judicial and enforcement costs will also be recovered from the other party.
4. If the default of payment continues for more than 1 month, the Contractor may suspend performance of the Contract until payment has been made.
5. In the event of winding-up, liquidation, attachment or suspension of payment of the Client, the Contractor's claims against the Client will be payable on demand.
6. The Contractor is entitled to apply the payments made by the Client firstly to settle the costs, then the interest that has fallen due and finally the principal and the current interest. The Contractor may, without being in default as a result, refuse an offer for payment if the Client indicates an alternative sequence of settling debts. The Contractor may refuse full settlement of the principal, if the interest that has fallen due, the current interest and the costs are not paid as well.
7. If the Client fails to fulfil his obligations, all collection costs, judicial and extrajudicial, will be charged to the Client.

Article 10: Conclusion of Contract

The Contract has been concluded financially once the final account has been approved by the Client. The Client must give notice of this within a period of fourteen days of the invoice date. If the Client fails to respond within this period, the final account will be considered to have been approved. All items delivered to the Client will remain the property of the Contractor until these have been paid by the Client.

Article 11: Retention of title

1. The items delivered by the Contractor will remain the property of the Contractor until the other party has met all of the following obligations under all the agreements concluded with the Contractor:
 - the consideration(s) for the items delivered or to be delivered;
 - the consideration(s) for services rendered or to be rendered by the Contractor pursuant to an agreement;
 - payment of all invoices;
1. The Client is not entitled to pledge or otherwise encumber the items which are subject to the retention of title.
2. If any third party seizes the items delivered under retention of title, or wishes to establish or exercise rights on these, the Client will be obliged to notify the Contractor of this as soon as can reasonably be expected.

3. The Client undertakes to take out and maintain insurance for the items delivered under retention of title against fire, explosion and water damage, as well as against theft, and to make the policy of this insurance available for inspection immediately on request.
4. Items delivered by the Contractor which are subject to the retention of title pursuant to the provisions of paragraph 1 of this article may only be sold on in the normal course of business and never used as a means of payment.
5. Should the Contractor wish to exercise his rights of ownership referred to in this article, the Client hereby grants the Contractor or third parties to be designated by the Contractor unconditional and irrevocable permission to enter all the premises where property of the Contractor is located and to repossess those items.

Article 12: Inspection, claims and complaints

1. Any complaints about the work carried out must be reported in writing by the Client to the Contractor within eight days of the invoice date, but no later than within three weeks after completion of the work in question. The notice of default must contain a description of the shortcoming which is as detailed as possible, allowing the Contractor to respond adequately.
2. If a complaint is well-founded, the Contractor will carry out the work as agreed, unless by then this has become demonstrably pointless for the Client. In the latter case, the Contractor must be notified of this in writing.
3. If carrying out the agreed work later is no longer possible or useful, the Contractor will only be liable within the limits of Article 16.

Article 13: Termination

1. Both parties may terminate the agreement unilaterally at any time.
2. Premature termination must be confirmed in writing, stating reasons.
3. In the event of premature termination by the Client, the Contractor will be entitled to compensation for the offered work, with the average monthly invoice up to that time being the starting amount. The provisional results of the work carried out up to that time will be made available to the Client conditionally.
4. In the event of premature termination by the Client, the Contractor will, on request and in consultation with the Client, take care of the handover of the work still be carried out to third parties.
5. If the handover of the work involves extra costs for the Contractor, these will be charged to the Client.

Article 14: Suspension and termination

1. The Contractor will be entitled to suspend performance of the obligations or terminate the Contract if:
 - The Client fails to meet all or part of its obligations under the Contract.
 - Circumstances which have come to the Contractor's attention after concluding the Contract give good grounds for fearing that the Client will not be able to meet its obligations. If there are good grounds for fearing that the Client will only perform partially or not properly, suspension will only be permitted in so far as is justified by the breach.

- The Client was asked to provide security for the performance of its obligations on conclusion of the Contract, and this security has not been forthcoming or is insufficient.
2. The Contractor will furthermore be entitled to terminate the Contract (or have it terminated) if circumstances arise which are of such a nature that performance of the Contract is rendered impossible or cannot be required according to the criteria or reasonableness and fairness, or if circumstances arise otherwise which are of such a nature that the Contract cannot reasonably be expected to be maintained in unmodified form.
 3. If the Contract is terminated, the Contractor's claims against the Client will be payable on demand. If the Contractor suspends performance of its obligations, it will retain its claims under the law and the Contract.
 4. The Contractor always retains the right to claim compensation.

Article 15: Return of items made available

1. If the Contractor has made any items available to the Client in the performance of the Contract, the Client will be obliged, on the Contractor's written request, to return the provided items in their original condition, free from defects and complete within fourteen days. If the Client fails to meet this obligation, all ensuing costs will be borne by the Client.
2. If the Client, for whatever reason, remains in breach of the obligation referred to under 1, after a demand to that effect, the Contractor will be entitled to recover the ensuing loss and costs, including the costs of replacement, from the Client.

Article 16: Liability

1. Each Contract accepted by the Contractor is subject to a best-efforts obligation. The Contractor can never be held liable for results not achieved. The Contractor is liable only for shortcomings in the performance of the Contract caused by negligence or incompetence when giving advice and carrying out assignments.
2. If the Contractor is liable for direct loss or damage, that liability is limited to a maximum of the invoice amount. Any liability is limited at all times to a maximum of the amount which is paid out by the Contractor's insurer in the matter concerned.
3. Contrary to the provisions set out under 2. of this Article, liability is limited further for contracts with a duration of over six months, to the fee payable over the last six months.
4. Under no circumstances can any compensation be claimed for damage or loss caused by a loss of income for the Client (arisen in any way) or for indirect or consequential loss.
5. The Client may invoke a shortcoming in the performance of the Contract if it has been reported by the Client in writing within fourteen days of completion of the Contract.

Article 17: Earth mover liability

1. If any excavation work is carried out, the Client will comply with the obligations which the Dutch Underground Grids (Information Exchange) Act (WION) imposes on the earth mover referred to in the Act and with the guideline 'Prevention of damage

to cables and pipelines caused by digging' drawn up by CROW, the information and technology centre for transport and infrastructure. The information provided to the Client by the Contractor does not release the Client from the obligation to check the correctness and completeness of this information and to take precautionary measures to prevent damage.

2. Any damage caused by the Client must be reported by the Client to and be settled with the manager(s) in question. The damage must always be reported to the Contractor, however.
3. If the Client arranges for the settlement of damage caused to facilities, materials and individuals to go through the Contractor, an administration fee of €150 per occurrence will be added to any invoices from third parties charged to the Client and received by the Contractor.
4. If the Client fails to report the damage to the Contractor, the Contractor will repair the damage or have the damage repaired at the expense of the Client. The Client will be fully liable for all costs ensuing from the damage.
5. If any damage at work is discovered during or after carrying out the work, the Client will be liable for that damage if the Contractor can demonstrate that the Client has carried out work at or in the immediate vicinity (8 metres) of that location and the nature of the Client's work could physically have caused the damage in question. It constitutes damage if the Contractor demonstrates plausibly that damage has arisen, which is the case in any event if the Contractor is sued for damage by a third party. The Client is not liable only if the Client is able to prove that the Client is not responsible for the damage in question.

Article 18: Indemnities

1. The Client indemnifies the Contractor against claims from third parties in respect of intellectual property rights to materials or data provided by the Client which are used to perform the Contract.
2. If the Client provides the Contractor with any data carriers, electronic files or software etc., the Client guarantees that the data carriers, electronic files or software etc. are free from viruses and defects.

Article 19: Risk transfer

The risk of loss or damage to items or refusal of removed items which are the subject of the Contract, will be borne by the Client in respect of all that which is removed. The other items will pass when they are legally and/or actually delivered to the Client and are thus brought under the control of the Client or a third party designated by the Client.

Article 20: Force majeure

1. The parties will not be obliged to fulfil any obligation if they are impeded in doing so as a result of circumstances that are not their fault, nor if they are not accountable by law, legal act or according to generally accepted standards.
2. In these General Terms and Conditions, force majeure includes, as well as that which it is understood to include in the law and case law, all external causes, foreseen or unforeseen, on which the Contractor cannot exert any influence, but which render the Contractor unable to fulfil the obligations.

- These include work strikes in the Contractor's business, illness and/or incapacity for work.
3. The Contractor will also be entitled to invoke force majeure if the circumstance preventing (further) fulfilment commences after the Contractor ought to have fulfilled his obligations.
 4. The parties may suspend the obligations under the Contract during the period in which the circumstance of force majeure continues. If this period lasts for more than two months, each of the parties will be entitled to terminate the Contract, without being obliged to compensate the other party for any damage or loss.
 5. In so far as the Contractor had fulfilled part of his obligations under the Contract when the force majeure occurred or will be able to fulfil these, and the part already fulfilled or to be fulfilled is of independent value, the Contractor will be entitled to invoice the part already fulfilled or to be fulfilled separately. The Client will be obliged to pay this invoice as if it were a separate contract.

Article 21: Confidentiality

1. Both parties are obliged to keep confidential any confidential information acquired from each other or from another source in the context of their Contract. Information will be considered confidential if it has been communicated by the other party or if this follows from the nature of the information.
2. If, pursuant to a statutory provision or court decision, the Contractor is obliged to provide third parties designated by the law or the competent court with confidential information, and the Contractor cannot claim a right to refuse to give evidence either under the law or acknowledged or allowed by the competent court in that matter, the Contractor will not be obliged to pay any damages or compensation and the other party will not be entitled to terminate the Contract by reason of any damage or loss resulting from this.

Article 22: Intellectual property and copyrights

1. Without prejudice to the other provisions of these General Terms and Conditions, the Contractor reserves the rights and powers which accrue to the Contractor under the Dutch Copyright Act (Aw). Models, methods and instruments developed and/or applied by the Client to carry out the Contract are and will remain the property of the Contractor. Publication or other forms of disclosure thereof is only possible with the Contractor's written consent.
2. All documents provided by the Contractor, such as reports, advice, assignments, designs, sketches, drawings, software etc. for the benefit of the Client, may be used by the Client and may be multiplied by the Client for use within the Client's organisation. All documents provided by the Contractor may not be published or communicated to third parties by the Client without the Contractor's prior consent, unless the nature of the documents provided requires otherwise.
3. The Contractor reserves the right to use any knowledge gained in carrying out the work for other purposes, in so far as no confidential information is communicated to third parties.

Article 22: Disputes

The court of Maastricht has exclusive jurisdiction to hear any disputes ensuing between the parties, unless mandatory rules dictate otherwise.

Article 23: Applicable law

All contracts between the Contractor and the Client are subject to Dutch law; also if the Client resides or has his registered office abroad.

Article 24: Amendments

These Terms and Conditions have been filed at the offices of the Dutch Chamber of Commerce (KvK) of the region in which the Contractor is located. The last filed version or the version which was applicable when the Contract was concluded, always applies.

-0-0-0-0-0-0-