OPS International B.V. GENERAL TERMS AND CONDITIONS

Definitions

User: OPS International B.V., doing business at Patrijslaan 14 in Budel, the Netherlands.

Other Party: The party that has accepted the validity of these General Terms and Conditions by signing a document or in another manner.

RVOI 1998: Regeling van de verhouding tussen opdrachtgever en adviserend ingenieursbureau 1998 [Provisions Regulating the Relationship between the Client and Consulting Engineering Firm (1998)].

Offer: A written proposal made to the Other Party to enter into an Agreement or accept an Instruction entailing performing work and/or services.

Instruction: The agreement by which the one party, the Contractor, undertakes vis-à-vis the other party, the Client, to perform work - not pursuant to an employment relationship – which consists of something else besides creating a work of a tangible nature, storing objects, publishing works or transporting persons or objects (or having these transported).

Applicability

1. These General Terms and Conditions shall apply to all Offers, accepted orders, Instructions, arrangements and/or other agreements concluded and/or entered into by the User, to the exclusion of other terms and conditions, including those of the User's Other Party(ies).

2. Article 1 shall not apply if the User expressly states that such conditions shall apply.

3. If an agreement includes provisions which are different from these Terms and Conditions, the other provisions of these Terms and Conditions shall continue to apply.

4. In deviation from and in addition to the first paragraph, the most recent version of the RVOI (1998) or a regulation replacing it shall apply to all Offers, accepted orders, Instructions, arrangements and/or other agreements concluded and/or entered into by the User. In the event of a conflict between these General Terms and Conditions and the RVOI, these General Terms and Conditions shall prevail.

Quotations and Offers

5. All quotations or Offers, in whatever form made, shall be without obligation, unless expressly agreed otherwise in writing.

6. Offers may only be accepted without deviations.

7. An Offer shall be considered rejected if it has not been accepted within 60 days after the date of the Offer, unless expressly stated otherwise in the Offer.

Instructions

8. The User shall not be deemed to have accepted an Instruction until it sends a follow-up written order confirmation to the Client.

9. The Other Party hereby gives the User permission to perform the Instruction in parts and to invoice the Other Party separately each time regarding each partial performance, should the Other Party deem this necessary to perform the agreement properly.

10. The User shall be entitled to contract out the Instruction furnished by the Other Party in whole or in part to third parties. The User shall inform the Other Party of this.

11. If changes of whatever nature are made to the original Instruction by or on behalf of the Other Party, they shall be subject to the User's written consent.

12. The User must be informed of the changes desired in a timely manner and in writing in clear wording or descriptions.

13. The Other Party shall be responsible for any costs associated with the changes.

14. The Other Party must immediately notify the User in writing whether the changes in the original agreement must be implemented.

15. The Other Party shall be charged for any additional costs associated with the changes when the next instalment becomes due.

Cancellation

16. The Other Party shall be entitled to cancel the agreement before the User has begun performing the agreement, provided it pays for the ensuing damage.

17. 'Damage' as stated in Article 16 shall include the losses and lost profit suffered by the User and, in any event, the reasonable expenses already incurred by the User for preparation.

Fees

18. The fees to be charged by the User for its work shall be calculated through a total amount or hourly rates agreed in writing in advance.

19. All prices shall be based on the prices, foreign currency exchange rates, wages and other price components applicable when the agreement is formed. If the price components increase, the User shall be entitled to increase the price or the fee proportionately.

20. All prices shall be exclusive of turnover tax (VAT) and other levies imposed by the government.

21. The price stated by the User shall apply solely to the original agreement.

22. If the Parties reach agreement concerning desired changes in the agreement, the price shall be adjusted to these in accordance with the provisions in Article 4 of these General Terms and Conditions.

Payment period

23. Unless otherwise expressly agreed in writing, the Other Party shall be obliged to pay the invoice(s) in full and without set-off or reduction within 30 days after the invoice date.

24. If the Other Party does not lodge any objections with the User within seven days after the invoice date, it shall be considered accepted and payable.

25. The User shall be entitled at all times to require the Other Party to provide security before commencing performance of the agreement or Instruction.

26. If the Other Party does not pay in time as referred to in paragraph 1 of this Article, it shall, on account of the delay in paying the amount owed by it, owe the statutory interest on this amount as from the invoice date.

27. In the event of untimely payment, the Other Party shall, in addition to the invoice amount plus the statutory interest, also be obliged to fully pay for the extrajudicial and judicial collection costs. At a minimum, this shall include the costs for legal assistance and the costs of bailiffs and debt-collection agencies.

28. The extrajudicial collection costs shall be set at 15% of the principal amount, including interest already due, with a minimum of EUR 115.

Title retention

29. The advice and calculations furnished by the User shall remain its property.

30. All existing intellectual and industrial property rights pertaining to this advice and these calculations shall expressly continue to be retained by the User.

31. The Other Party shall merely be entitled to use the aforementioned documents and protection insofar as this arises from and is related to the Instruction furnished to the User.

Force majeure

32. The User shall not be liable for non-performance or untimely or inadequate performance of its obligations insofar as this results from a case of force majeure.

33. 'Force majeure' shall mean: any circumstance not attributable to the User which it did not have to take into account in

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32. The User shall not be liable for non-performance or untimely or inadequate performance of its obligations insofar as this results from a case of force majeure.

33. 'Force majeure' shall mean: any circumstance not attributable to the User which it did not have to take into account in entering into the agreement and as a result of which normal performance of the agreement cannot reasonably be expected.

34. Cases of force majeure shall include: war, threat of war, state of siege, mobilisation, floods, fire, explosions, sit down strikes, walkouts, non-delivery or untimely delivery by suppliers, transport problems and new government laws, regulations or decrees.

35. In a case of force majeure, the User shall, at its discretion and without judicial intervention, .be entitled to suspend its obligation until after the force majeure situation or to rescind the agreement fully or partly, without being obliged to pay any damages.

Liability

36. The User shall not have committed a breach against the Other Party until it has received a written notice of default from the Other Party to rectify the consequences of the breach within a reasonable time.

37. The User shall only be liable to pay damages for:
    a. the costs of modifying the design, the study or the report.
    b. the costs of repairing defects and the damage directly caused by those defects. This shall never include costs which would have been included in the building costs, purchase price or installation costs of the object if the Instruction had been performed properly from the start.
    c. The costs of man-hours and material-hours charged by third parties to the Other Party which have been lost due to the User's breach, except in the event that this manpower and use of material could have been deployed usefully in a different manner or somewhere else during the delay.

    The User shall only be liable for payment of other damage besides that mentioned under a, b and c if and insofar as the breach is attributable to gross negligence by the User.

38. The damage to be compensated by the User shall be limited to the amount that the Other Party would have owed the User in the event of complete performance of the Instruction concerned, regardless of its nature and scope, with a maximum of an amount equalling two instalment invoices if there is invoicing in instalments. If there is not invoicing in instalments, the maximum damage to be compensated shall be limited to the contract price.

39. If the Other Party is a consumer, the provisions in Articles 36, 37 and 38 shall apply by analogy, unless these restrictions can be considered unreasonably burdensome.

Third-party clause

40. Liability as provided for in these General Terms and Conditions shall also apply partly for the benefit of any third party that the User involves in performing the agreement. They may also therefore invoke these provisions against the Other Party.

Final provisions

41. The Other Party shall give the User the opportunity to perform the agreed work.

42. The Other Party shall ensure that there is proper access to the workplace(s) and free access by the User's employees or the employees of the third party(ies) engaged by the User.

43. The agreement between the User and the Other Party shall be governed by Dutch law. Unless mandatory provisions dictate otherwise, the District Court in Den Bosch, the Netherlands, shall have jurisdiction to hear disputes existing between the Parties.

44. These Terms and Conditions have been filed with the Den Bosch District Court, with number 110/2003.