

Article 1 - Definitions

Client: the natural person or legal entity with whom ALFA Piping & Mechanical has entered into an agreement on the Work.

Agreement(s): the agreement(s) between the Client and ALFA Piping & Mechanical which these general terms and conditions of delivery apply to.

In Writing: a signed document, letter, telefax or e-mail or any other manner of recording and sending agreed on by the parties.

ALFA Piping & Mechanical: ALFA Piping & Mechanical B.V. and all companies belonging to it or affiliated with it as meant in Sections 24a and 24b of Book 2 of the Dutch Civil Code.

Work: the goods, work and services described in the Agreement which are/will be delivered and/or carried out by ALFA Piping & Mechanical.

Article 2 - Applicability

- 2.1 These general terms and conditions apply to all offers, Agreements that are entered into and to all Agreements that may arise from these.
- 2.2 ALFA Piping & Mechanical explicitly rejects the applicability of general terms and conditions of the Client. Amendments and additions to these general terms and conditions of delivery will only be binding insofar as they are agreed in writing.
- 2.3 Provisions deviating from these general conditions in ALFA Piping & Mechanical's offer will prevail over these general terms and conditions.
- 2.4 These general terms and conditions were originally drawn up in Dutch. The Dutch text will be decisive in the event of any lack of clarity or interpretative or explanative differences.

Article 3 - Offer and formation of the Agreement

- 3.1 Offers will be subject to contract and should at all times be considered in severable.
- 3.2 The intellectual property rights of the offer are vested in ALFA Piping & Mechanical. Information from the offer, including the documents submitted in relation to the offer may only be copied, used or disclosed to third parties with ALFA Piping & Mechanical's prior written permission, without prejudice to the provisions of article 17.
- 3.3 Information provided by ALFA Piping & Mechanical such as the drawings, calculations, descriptions, models, weights, dimensions, capacities, prices, returns and other details given in the brochures, circulars, catalogues, prospectuses, advertisements, contract amount lists and images are indicative, unless explicitly agreed otherwise.
- 3.4 If the Agreement is entered into in writing, ALFA Piping & Mechanical is only bound from the time that ALFA Piping & Mechanical has signed the Agreement and/or confirmed the order in writing. The content of the Agreement will be exclusively determined by the Agreement signed by the Client and ALFA Piping & Mechanical or ALFA Piping & Mechanical's order confirmation. If in the absence of an Agreement signed by both parties, the conditions in the Client's order, the offer and ALFA Piping & Mechanical's order confirmation differ from each other, the conditions of ALFA Piping & Mechanical's order confirmation will prevail. Oral commitments by and agreements with ALFA Piping & Mechanical do not bind ALFA Piping & Mechanical other than after and insofar as they have been confirmed in writing by ALFA Piping & Mechanical.

Article 4 - Contract amount and payment

- 4.1 The agreed prices or rates are in euros, excluding VAT and other government levies and taxes, unless expressly agreed otherwise in writing.
- 4.2 The prices and rates are based on performance of the Agreement by ALFA Piping & Mechanical under normal circumstances and during normal working hours on the factors applicable for the contract amount determination at the time of the date of the offer. If changes occur to the cost price or

contract amount determining factors after the offer is made but before the Agreement is performed, ALFA Piping & Mechanical is entitled to implement relevant contract amendments or cost price adjustments. This applies in particular for material prices, transport costs, wages, insurance premiums, taxes and import duties.

- 4.3 In the event that a price list forms part of an offer or Agreement, ALFA Piping & Mechanical will annually review the prices and rates. From the date of revision, the revised rates apply to all Agreements between the Client and ALFA Piping & Mechanical. The prices and rates are based on FCA delivery at an agreed location in accordance with the ICC Incoterms applicable on the date of the offer.
- 4.4 If the Work is charged wholly or partly based on time sheets, the Client will regularly sign the time sheets filled in by the ALFA Piping & Mechanical employees for approval. These time sheets are the basis for the invoice. The time sheets presented by ALFA Piping & Mechanical employees for approval are considered to have been accepted and signed if they are not disputed by the Client within fourteen days of sending/submission.
- 4.5 The costs referred to in this paragraph are not included in the ALFA Piping & Mechanical contract amount and are charged separately, considering the provisions of articles 4.1, 4.2, 4.3 & 4.4:
 - a. costs of loading, unloading and transport of raw materials, semi-finished products, models, tools and other items made available by the Client.
 - b. costs of additional work as referred to in article 5.2.
 - c. costs as a result of interim changes to the Agreement, such as new drawings, calculations, descriptions, models or tools.
 - d. costs and extra costs in relation to delay caused by extreme weather conditions or weather conditions that make work impossible.
 - e. costs of storing items as a result of changes to or deviation from the Agreement, delay/suspension and/or unforeseen circumstances, insofar as not attributable to ALFA Piping & Mechanical.

The following costs also apply if ALFA Piping & Mechanical has to carry out the work at a location designated by the Client:

 - f. travel expenses, including the costs related to these travel expenses such as costs for applying for visas and taking out insurance or additional insurance.
 - g. accommodation costs such as suitable hotel or other accommodation close to the location where the work is to be carried out and reasonable costs for living expenses.
 - h. costs for packaging. ALFA Piping & Mechanical does not take back packaging.
 - i. costs for removing waste.
 - j. costs for unforeseen environmental and/or occupational health and safety conditions, including materials containing asbestos and other health threatening and/or dangerous circumstances.
- 4.6 Unless otherwise agreed (for example for cost-plus contracts where no contract amount is established beforehand) 20% of the contract amount must be paid on contract, 75% in equal prorated instalments until completion and 5% on completion or sending of the ready for shipment notice.
- 4.7 Any invoices sent by ALFA Piping & Mechanical will be payable within 30 days of the date of the invoice. Payment will be remitted without any deduction or set-off.
- 4.8 If the Client has not remitted an owed payment in full before the due date of the invoice it is in default by operation of law without notice of default being required. From the due date the Client owes the applicable statutory commercial interest over the amount not paid to ALFA Piping & Mechanical as meant in

Section 119a and Section 120(2) of Book 6 of the Dutch Civil Code, as well as judicial and extrajudicial costs owed on collection of its claim, which are determined at a minimum of 15% of the amount in question.

- 4.9 If the Client is late with any payment or otherwise fails in its obligations, then the agreed contract amount is due in full, without prejudice to any rights to be exercised by ALFA Piping & Mechanical under law and/or these general conditions, which in any case are:
- a. suspension of its obligations under the Agreement, in accordance with the provisions of article 13 of these general terms and conditions.
 - b. exercising the right of retention to the items vested in it.
 - c. set-off of any amount due with any claim of the Client, even if this claim arose from another agreement with ALFA Piping & Mechanical.
 - d. termination or cancellation of the Agreement.
- 4.10 ALFA Piping & Mechanical is entitled during the term of the Agreement to request the Client to furnish adequate security for compliance with its payment and other obligations from the Agreement, for example through a bank guarantee, if there is reasonable cause to do so in ALFA Piping & Mechanical's opinion. All costs related to furnishing payment security are payable by the Client.
- 4.11 ALFA Piping & Mechanical may wholly or partly transfer (assign) its right to payment by the Client or give it in pledge.
- 4.12 If the prior submission of transport documents has been expressly agreed on as a condition for payments by the Client then contrary to this such payments must also be made on:
- a. submission of proof of storage, if the agreed transport due to causes not attributable to ALFA Piping & Mechanical is temporarily or permanently unavailable. In that case the storage costs are payable by the Client and/or
 - b. submission of defective or incomplete transport documents if these defects and/or incompleteness cannot be attributed to ALFA Piping & Mechanical.

Article 5 - Changes (, contract variations, and provisional sums)

- 5.1 Contract variations will be regarded as changes, whether agreed on in writing or not, in the nature and/or scope and/or timeframe of the agreements before and/or during performance of the Agreement.
- 5.2 Both ALFA Piping & Mechanical and the Client are authorised to propose changes. Before commencement of performance of the changes, ALFA Piping & Mechanical and the Client will agree on the consequences for the contract amount and/or timetable (delivery term) without prejudice to the provisions of article 4.5 of these general terms and conditions. ALFA Piping & Mechanical is not required to carry out changes if parties cannot reach consensus on the consequences of the change.
- 5.3 The absence of a written order or order confirmation concerning contract variations will not affect ALFA Piping & Mechanical's claim to payment for extra work carried out.
- 5.4 Approximate estimates which are included in the contract amount and to which expenses further described in the Agreement can be charged are considered to be provisional sums. If the sum of the expenses charged to an approximate estimate is greater or less than the amount of this estimate, the actual costs will be paid or set off with payments already made.

Article 6 - Delivery term

- 6.1 Delivery terms will be noncommittal at all times unless explicitly agreed otherwise. The delivery term commences at the latest of the following times:
- a. conclusion of the Agreement.
 - b. fulfilment of all formalities required for performance.

- c. full provision by the Client to ALFA Piping & Mechanical of all information, materials and documents needed by ALFA Piping & Mechanical.
 - d. the receipt of the down payment and payment security, if agreed on, by ALFA Piping & Mechanical.
- 6.2 If the Client does not comply with its obligations on time and/or in full, ALFA Piping & Mechanical is entitled to suspend its obligations and the agreed delivery date will lapse.
- 6.3 The delivery term is based on the work circumstances applicable when the Agreement was entered in- to and punctual delivery of the materials needed to perform the Work. Any change caused by i.e. waiting times or over- time will result in an equivalent extension of the delivery term.
- 6.4 ALFA Piping & Mechanical is not liable for damage caused by expiring and/or extended delivery terms and/or delay with regard to a previous timetable, unless this was caused by an imputable breach by ALFA Piping & Mechanical. If the delay can be attributed to an imputable breach by ALFA Piping & Mechanical, ALFA Piping & Mechanical's liability is limited to liquidated damages of 0.5% of the contract amount already paid for the Work by the Client for each full week of delay to a maximum of 5% of the contract amount already paid. The liquidated damages are the Client's only remedy in the event of delay and is not applicable to delay of agreed partial deliveries of the Work.

Article 7 - Inspection and testing

- 7.1 If an inspection is agreed on explicitly and in writing the Client is entitled to inspect the Work or have it inspected by delegated staff members or third parties. The inspection will be carried out on normal working days at a time to be further agreed on in writing by the Client and ALFA Piping & Mechanical.
- 7.2 If testing is agreed on explicitly and in writing, the Client is entitled to be present. ALFA Piping & Mechanical is required to notify the Client in good time of the time of the test in order to enable the Client to be present, or to be represented by designated staff members or third parties. The agreed properties and parameters of the delivered goods will be tested according to ALFA Piping & Mechanical's instructions. The Client will ensure at its own expense that the products and facilities needed for testing are adequately available and on time.
- 7.3 ALFA Piping & Mechanical will make a report of an inspection or test immediately, which will be presented to the Client for acceptance. In the event of minor shortcomings which do not or barely affect the anticipated use of the Work, the Work will be considered accepted.
- 7.4 The Client will accept the report as meant in
- 7.3 No later than 14 days after ALFA Piping & Mechanical presents it or within this period inform ALFA Piping & Mechanical of any shortcomings in writing and with reasons, failing which the Work will be deemed to be accepted.
- 7.5 If the Client or its delegated staff members or third parties were not present at the inspection or test, ALFA Piping & Mechanical will inform the Client of the inspection or test report, the content of which is binding.
- 7.6 If the report shows that the agreed properties and parameters have not been achieved and this is caused by ALFA Piping & Mechanical's imputable breach, ALFA Piping & Mechanical has the possibility of re- pairing/modifying the Work within a reasonable time period and have a next test carried out in the manner and under the conditions as set forth in articles 7.2-7.5 of this article.
- 7.7 If the definitive report shows that the agreed properties and parameters have not been achieved and this is due to a shortcoming in the Work attributable to ALFA Piping & Mechanical, ALFA Piping & Mechanical's liability for the damage suffered as a result of this shortcoming is limited to a maximum lump sum compensation of 5% of the contract amount. This lump sum compensation is the full and final payment for the

loss sustained or to be sustained by the Client in this respect, ruling out any other rights due to not achieving the agreed properties and parameters.

- 7.8 Without prejudice to ALFA Piping & Mechanical's warranty obligations, acceptance of the Work in accordance with the provisions of the previous paragraph will exclude any claim of the Client in respect of a shortcoming in the work.

Article 8 - Delivery of the Work

- 8.1 Unless otherwise agreed and insofar as applicable, ALFA Piping & Mechanical will deliver the Work "FCA" to the location indicated by ALFA Piping & Mechanical in accordance with the Incoterms applicable at the time of conclusion of the Agreement and provided with packaging insofar as necessary in relation to transport. ALFA Piping & Mechanical is authorised to make partial deliveries.
- 8.2 ALFA Piping & Mechanical reserves the retention of title to the Work delivered to the Client, as long as the Client has not paid the contract amount (including any extra work carried out), interest and costs in full.
- 8.3 The Work is considered accepted by the Client at the first of the following times:
- a. if no testing/inspection as meant in article 7 has been agreed: at the time that ALFA Piping & Mechanical has reported that performance of the Work is completed or the Work has been delivered in accordance with the applicable Incoterms; or
 - b. when an inspection/test as meant in article 7 has been agreed on: (i) at the time that the Work pursuant to the report drawn up by ALFA Piping & Mechanical complies with the contractually agreed requirements or the lump sum compensation as meant in article 7.7 has been paid or (ii) if the test/ inspection has not taken place due to causes not attributable to ALFA Piping & Mechanical: at the end of one month after ALFA Piping & Mechanical has informed the Client that the inspection/test can take place; or
 - c. at the time that the Work or the installations on which the Work is carried out are put into use by the Client. In the event of shortcomings which do not or barely affect the anticipated use of the Work, the Work will be considered accepted regardless these shortcomings. ALFA Piping & Mechanical will rectify such shortcomings within a reasonable period unless these shortcomings are not caused by an imputable breach of ALFA Piping & Mechanical. The Client will enable ALFA Piping & Mechanical within three months of acceptance to make the improvements and changes which ALFA Piping & Mechanical deems necessary failing which ALFA Piping & Mechanical is relieved of its obligations in this respect.
- 8.4 The Client may put the Work into use before it is completed or a completed part thereof provided this putting into use does not endanger proper progress of the Work and/or the safety of the persons involved. The Client will not do so until it has reported this to ALFA Piping & Mechanical in writing and joint inspection of the Work or part of the Work to be put into use has been carried out. Any extra costs caused by putting parts into use earlier will be charged as additional work to the Client. All liability of ALFA Piping & Mechanical for damage caused by previous notification to ALFA Piping & Mechanical or any approval/acceptance thereof by ALFA Piping & Mechanical is excluded.
- 8.5 Unless explicitly agreed otherwise the absence of any document, such as revised drawings, does not impede acceptance of the Work.

Article 9 - Intellectual Property; drawings, technical descriptions, calculations

- 9.1 The drawings, technical descriptions, calculations and other information made available to the Client by ALFA Piping & Mechanical before or after completion of the Agreement remain the property of ALFA Piping & Mechanical (even if costs are charged for them). They may not be used, copied, published, passed on or disclosed to third parties by the Client

without ALFA Piping & Mechanical's written consent unless and insofar as necessary for the performance of the Work for which they are provided and stating the ALFA Piping & Mechanical name.

- 9.2 The drawings, technical descriptions, calculations and other information made available to ALFA Piping & Mechanical by the Client before or after conclusion of the Agreement remain the property of the Client. ALFA Piping & Mechanical is not responsible for the accuracy and completeness of the information provided by the Client. The Client is liable for all extra costs and damage suffered by ALFA Piping & Mechanical caused by defects in the information provided by the Client.
- 9.3 Drawings, technical descriptions, calculations and other information which must be approved by the Client during performance of the Agreement will be approved or rejected by the Client in writing within fourteen days of sending by ALFA Piping & Mechanical and with reasons, failing which the drawings, technical descriptions, calculations and other information will be considered to have been approved by the Client. In urgent cases, approval must be given within seven days of sending by ALFA Piping & Mechanical of the documents.
- 9.4 The special knowledge (know-how) developed during the performance of the Agreement as well as the right to patents or any other intellectual property right will be ALFA Piping & Mechanical's exclusive property, unless otherwise agreed.

Article 10 - Facilities and provisions

- 10.1 The Client will allow ALFA Piping & Mechanical as well as its sub-contractors or suppliers free access to the work site for the entire duration of the Agreement and enable them to work unhindered.
- 10.2 Unless otherwise agreed, the Client will provide the following facilities free of charge at or in the immediate vicinity of the work site: water, sewerage, electricity 220-380V (both for assembly purposes as well as lighting and heating purposes), steam and compressed air, ready to use scaffolding and all other required aids, auxiliary staff, consumables and materials. In addition the Client will make space available on time and free of charge for installing or setting up sheds, workplaces, warehouses, as well as storage and parking facilities, etc. The work site and supply routes must be suitable for the required transport and be fitted with a properly functioning drainage system.
- 10.3 The Client is responsible vis-à-vis ALFA Piping & Mechanical for compliance with the statutory provisions, including but not limited to occupational health and safety and environmental legislation, with regard to the work site, facilities and areas made available to and used by ALFA Piping & Mechanical for the performance of the Work.
- 10.4 The Client will arrange for punctual, clean and safe delivery of the installation or parts of it to ALFA Piping & Mechanical for the performance of the Work.
- 10.5 The Client is liable for and indemnifies ALFA Piping & Mechanical against all claims from third parties for compensation of damage caused by soil and groundwater contamination, environmentally harmful substances and/or bacteria found during the performance of the Work, such as asbestos or legionella. Third parties in this paragraph will also mean the staff and subcontractors or suppliers of ALFA Piping & Mechanical.
- 10.6 If circumstances occur during the performance of the Work which may be harmful to health or safety or other conditions set in this article are not complied with, ALFA Piping & Mechanical is entitled to charge the extra costs, damage and lost time as a result to the Client and to suspend the Work, until the circumstances which are endangering health and/or safety have been removed by the Client.

Article 11 - Warranty

11.1 Warranty on the Work:

11.1.1 Subject to the provisions here below, ALFA Piping & Mechanical guarantees for 12 months after delivery (or if assembly and/or putting into use work has to be carried out by ALFA Piping & Mechanical within 12 months of acceptance as described in article 8.3) vis-à-vis the Client the soundness of the Work delivered/performed by ALFA Piping & Mechanical, all this in the sense that all defects in the Work which (i) the Client proves have arisen as a result of improper performance of the work by ALFA Piping & Mechanical and (ii) which the Client has reported to ALFA Piping & Mechanical in writing within this time period, are rectified by way of repair or replacement (at ALFA Piping & Mechanical's discretion) to a maximum of the contract amount of the Work. For the performance of ALFA Piping & Mechanical's warranty obligations applies that they must be carried out under the same circumstances and conditions as the performance of the Work.

11.1.2 If pursuant to this article ALFA Piping & Mechanical has to carry out work at another location than the originally agreed place of performance of the Work, then ALFA Piping & Mechanical is entitled to charge the extra hours, travel and accommodation expenses.

11.2 Warranty on designs, advice, instructions, inspections and other professional services supplied:

11.2.1 The provisions of articles 11.1.1 and 11.1.2 apply mutatis mutandis subject to the proviso that ALFA Piping & Mechanical's warranty obligation is limited to repairing defects in the supplied service by redelivery of the service in question.

11.3 Warranty on pilot installations, prototypes, studies and examinations:

11.3.1 ALFA Piping & Mechanical exclusively guarantees that it will endeavour to carry out the Agreement to the best of its ability. Only in the event that the Client has demonstrated that ALFA Piping & Mechanical did not act to the best of its ability the provisions of articles 11.1.1-11.1.2 apply.

11.4 Warranty on secondment:

11.4.1 ALFA Piping & Mechanical guarantees that the employees it seconds to the Client satisfy the agreed requirements with regard to education, skills and experience. If the Client makes it plausible that the seconded employee does not have the agreed qualities, ALFA Piping & Mechanical's warranty obligation is limited to re- placing the employee in question as soon as possible by an employee with the agreed skills, educational level and experience.

11.5 If there is a case of any delay in the acceptance of the Work (in accordance with the provisions of articles 6 and 8) which cannot be attributed to ALFA Piping & Mechanical, the warranty period commences on the originally agreed date or the de- livery date.

11.6 The warranty only applies if:

- a. the payment obligations have been observed.
- b. the operating and maintenance instructions have been followed.
- c. the Client or a third party has not assembled and/or repaired and/or put into operation the goods or items delivered without ALFA Piping & Mechanical's written permission.
- d. the information provided by the Client, if and insofar as important for delivering the Work free of defects, was correct and complete.

11.7 The following defects are excluded from the warranty:

- a. those caused by normal wear and tear, erosion and corrosion.
- b. those caused by improper use, intent, negligence or fault on the side of the Client and/or third parties.
- c. those in or as a result of materials, working methods, instructions and suchlike prescribed by the Client.

- d. those in materials or items provided to ALFA Piping & Mechanical by the Client.
- e. those as a result of the application of any government- imposed regulation.

11.8 Products and/or services of third parties are only covered by the warranties given by the relevant suppliers.

11.9 Complaints about defects must be made as soon as possible after they are established, but no later than 14 days after expiry of the warranty period and in writing. If this term is exceeded any claim against ALFA Piping & Mechanical in respect of the defects will lapse. If after establishing the defects the Client decides to carry out repairs at a later point in time, the Client is responsible for any damage caused by the defects during operation of his business. Any provisional measures taken in order to postpone the definitive repairs of the defects are for the Client's account and risk. Legal action in this respect must be instituted within one year after a timely complaint, subject to lapse.

11.10 The Client cannot transfer its rights pursuant to this article.

Article 12 - Liability

12.1 In the event of an imputable breach in the performance of its obligations pursuant to the provisions of the Agreement, ALFA Piping & Mechanical is only required to comply with its contractual obligations.

12.2 ALFA Piping & Mechanical's obligation to pay damages, on whatever basis, is limited to a maximum of 50% of the contract amount (excluding VAT) to a maximum of EUR 500,000. If the agreement consists of components or partial delivery, the obligation to pay compensation is limited to a maximum of 50% of the contract amount (excluding VAT) of that component or that partial delivery.

12.3 ALFA Piping & Mechanical is not liable in any case for:

- a. consequential damage. Consequential damage will mean business interruption loss, production loss, lost profits, transport costs and travel and accommodation expenses whether this loss is sustained by the Client or by third parties.
- b. loss caused by intent or gross recklessness on the part of auxiliary persons or non-supervisory subordinates of ALFA Piping & Mechanical.

12.4 The Client indemnifies ALFA Piping & Mechanical against all claims by third parties due to product liability as the result of a defect in a product supplied by the Client to a third party and that also consisted of products and/or materials delivered by ALFA Piping & Mechanical. The Client is required to reimburse all damages suffered by ALFA Piping & Mechanical in this respect, including the full costs of de- fence.

12.5 ALFA Piping & Mechanical is not liable for any damage caused by an employee seconded to the Client by ALFA Piping & Mechanical.

Article 13 - Suspension, termination and cancellation of the Agreement

13.1 If the Client fails to properly or punctually comply with any contractual obligation or if there is good reason to assume that the Client cannot comply with its obligations, as well as in the event of bankruptcy or impending bankruptcy, moratorium on payments, ceasing or liquidation or partial or full transfer of the Client's business, including transfer of a significant part of its claims, ALFA Piping & Mechanical is entitled without notice of default and without legal intervention to suspend performance of the Agreement and/or terminate the Agreement wholly or partly, without ALFA Piping & Mechanical being required to pay any compensation or observe any warranty. The foregoing will not affect any other rights that ALFA Piping & Mechanical may have.

- 13.2 In the event of suspension or termination the agreed contract amount will be immediately due, subject to deduction of the instalments already paid.
- 13.3 In the event that performing the Agreement is prevented due to force majeure, ALFA Piping & Mechanical will be entitled, without any legal intervention being required, either to suspend performance of the Agreement for the duration of the force majeure or to terminate all or part of the Agreement, without any liability arising on ALFA Piping & Mechanical's part to pay damages.
- 13.4 If the Client wishes to terminate the Agreement without there being a failure on the part of ALFA Piping & Mechanical and if ALFA Piping & Mechanical consents to this, the Agreement will be terminated by mutual consent. In that case, ALFA Piping & Mechanical will be entitled to re-imbursment of all loss such as loss suffered, lost profit and costs incurred.

Article 14 - Force majeure

- 14.1 ALFA Piping & Mechanical is entitled to suspend the performance of its obligations (including warranty) temporarily if it is prevented from complying with its contractual obligations vis-à-vis the Client due to force majeure.
- 14.2 Force majeure for ALFA Piping & Mechanical will mean the circumstance where suppliers, subcontractors of ALFA Piping & Mechanical or carriers engaged by ALFA Piping & Mechanical do not comply or punctually comply with their obligations, the weather, earthquakes, fire, power cuts, loss or theft of tools and materials, roadblocks, strikes or work interruptions and import or trade restrictions. In the event that these circumstances occur at the work site designated by the Client, the consequences are for the Client's account and risk.
- 14.3 ALFA Piping & Mechanical is no longer authorised to suspend if the temporary impossibility to comply has lasted for more than six months. The Client and ALFA Piping & Mechanical can terminate the agreement at the end of this period with immediate effect, but only for that part of the obligations that have not been complied with.
- 14.4 If there is a force majeure event and performance is or becomes permanently impossible, the Client and ALFA Piping & Mechanical are both entitled to terminate the Agreement with immediate effect for that part of the obligations that can no longer be observed.

Article 15 - Software

- 15.1 If the Work includes delivery of Software, ALFA Piping & Mechanical will grant the Client a non-exclusive, non-transferable licence to use the Software, which will be understood as computer programs recorded on computer readable material and the accompanying documentation, including new versions, to the extent that the supply of newer versions has been agreed in writing.
- 15.2 All industrial and intellectual property rights in the Software will at all times be owned by ALFA Piping & Mechanical or the supplier that has granted ALFA Piping & Mechanical the right to make the Software available to the Client. Any copyright notices will not be removed by the Client. The Client is aware that the Software contains confidential information and trade secrets of ALFA Piping & Mechanical or the supplier, and will ensure that the Software will be kept confidential and not be disclosed to any third parties. ALFA Piping & Mechanical will be free to take technical measures to protect the Software.

Article 16 - Taking over staff

- 16.1 The Client is not permitted during the term of the Agreement with ALFA Piping & Mechanical or for two years after termination thereafter to enter into an employment contract

with ALFA Piping & Mechanical employees, or to have these employees work in any other way for the Client, directly or indirectly, whether or not for payment, unless ALFA Piping & Mechanical has explicitly agreed to this in writing.

- 16.2 For each breach of the provisions of article 16.1, the Client will forfeit to ALFA Piping & Mechanical a penalty, which is not subject to mitigation, of at least three times the last gross annual salary earned (including emoluments) by the relevant employee's, without prejudice to the right to full compensation.

Article 17 - Confidentiality

- 17.1 Each party will keep the information provided to it confidential and only use it for the purpose for which it was provided, unless (i) otherwise agreed, (ii) it is required to disclose it pursuant to a statutory obligation or an obligation pursuant to applicable codes of conduct, (iii) this information is already public knowledge, or (iv) has lawfully been obtained from others besides the other party.

Article 18 - Compliance with the law and legislation and standards kept by ALFA Piping & Mechanical

- 18.1 ALFA Piping & Mechanical continually aims to comply with the laws and legislation applicable to its activities including the Work and the Agreement, and expects the same from the parties with whom it cooperates, all as further elaborated on in ALFA Piping & Mechanical's Code of Business Principles as amended from time to time and published on <http://www.alfa-group.nl>.
- 18.2 Pursuant to its safety policy, amended from time to time and published on <http://www.alfa-group.nl>, during the performance of all its activities, including the Work, ALFA Piping & Mechanical always uses its company rules which aim to promote safety during the performance of the Work. ALFA Piping & Mechanical considers these standing orders as the minimum standard and is therefore only prepared contractually to deviate from the company rules if the Client has stricter safety rules.
- 18.3 The validity of ALFA Piping & Mechanical's offer, order confirmation and Agreement and the performance of the Work may be subject to an export permit obligation. Where necessary, the Client will provide ALFA Piping & Mechanical on demand with all information required to obtain an export permit, including a completed and signed End User Certificate. In order to correctly establish export related permit and reporting obligations and in order to prevent ALFA Piping & Mechanical involuntarily cooperating with deliveries to end users in countries where ALFA Piping & Mechanical does not deliver pursuant to its export control policy, the Client is required to notify ALFA Piping & Mechanical at all times of the country of residence of the intended end user. If performance of the Agreement and/or the Work is restricted, prohibited or delayed as a result of applicable export legislation, international sanctions or ALFA Piping & Mechanical's export control policy or changes to them, this will constitute force majeure.

Article 19 - Disputes and applicable law

- 19.1 ALFA Piping & Mechanical and the Client agree with regard to all disputes, which might arise as a result of this Agreement or further agreements which ensue from it, to deal with these disputes in accordance with the regulations of the Netherlands Arbitration Institute. ALFA Piping & Mechanical is also entitled to take action against the Client before the court of Rotterdam.
- 19.2 Dutch law applies exclusively to these conditions and the Agreement with the exclusion of the provisions of the Vienna Sales Convention of 11 April 1980, Treaty Series 1981, 84 and 1986.