

## GENERAL CONDITIONS OF DNWG INFRA BV

### Section I General Provisions

#### Article 1 Definitions

General Conditions	These general conditions of DNWG Infra B.V.
DNWG	DNWG Infra B.V.
Additional Work	All works and performances provided by DNWG beyond the content and/or scope of the Agreement.
Normal Working Hours	Working hours from Monday up to and including Friday between 8.00 a.m. and 5.00 p.m., not being public holidays.
Agreement	The agreement entered into between DNWG and the Client.
Client	The party with whom DNWG enters into an Agreement.
Party/Parties	DNWG and/or the Client, all depending on the context in which the term is placed.

#### Article 2 Applicability

- 2.1 Unless agreed otherwise between the Parties in writing, these General Conditions shall apply to each quotation, offer and Agreement between DNWG and the Client.
- 2.2 Deviations from these General Conditions are only valid if explicitly agreed between the Parties in writing.
- 2.3 These General Conditions shall apply to the exclusion of all possible general conditions of the Client.
- 2.4 In the event of a contradiction or a dispute regarding the interpretation of the Agreement and the General Conditions, the provisions of the Agreement shall take precedence.
- 2.5 DNWG retains the right to amend these General Conditions. Amendments shall be effected thirty (30) days after the date on which the Client was notified of them, unless a later effective date is specified in the notification in question. Amendments shall also apply to already existing Agreements. Only in case of a substantial amendment by which the essence of the Agreement is affected, shall the Client be entitled to terminate the Agreement if he objects to that amendment, with due regard for a notice period of at least one (1) month. Termination must be effected in writing, stating the reasons for termination.
- 2.6 These General Conditions comprise Sections I, II, III and IV. The provisions of Sections II, III and IV supersede the provisions of Section I.

#### Article 3 – Quotations and offers

- 3.1 All quotations and offers issued by DNWG shall be without obligation, unless a term for acceptance is specified in the quotation or offer in question.
- 3.2 A composite quotation shall not oblige DNWG to execute any part of the order against payment of a proportional amount of the specified price.
- 3.3 The recipient of the offer may only use the knowledge and experience it constitutes to form an opinion on the offer, and shall refrain from disclosing the offer to a third party.

#### Article 4 The Agreement

- 4.1 The Agreement between DNWG and the Client is effected for a specified period of time, unless ensuing otherwise from the nature of the Agreement or explicitly agreed otherwise between the Parties in writing.
- 4.2 If a specific term for the completion of specific works or for the delivery of specific products has been agreed, then that term shall never be considered to be final. If the aforesaid (completion)term is exceeded, then the Client shall be required to give the Client notice of default.
- 4.3 DNWG shall be entitled to subcontract the execution of the Agreement to a company with which it is affiliated or to a third party.

4.4 If a phased execution of the Agreement has been agreed, DNWG shall have the right to postpone the execution of components belonging to a next phase until such moment when the Client approves the results of the preceding phases in writing.

4.5 If commencement and continuation of the work are delayed due to circumstances attributable to the Client, the Client shall be required to compensate all relevant subsequent losses incurred by DNWG.

4.6 Amendment of the Agreement can only be effected by means of a written confirmation from DNWG.

#### **Article 5 The Environment**

5.1 The Agreement shall be subject to the environmental procedures and methods applied by DNWG or the relevant statutory environmental requirements.

5.2 The Parties agree that the Client shall be liable for soil contamination on the premises of the Client, unless the Client can prove that such soil contamination was caused through actions or omissions on the part of DNWG.

5.3 In the event of soil contamination on the premises of the Client, DNWG shall be entitled to fully or partially terminate or suspend all activities, in which case the Client shall be required to compensate DNWG for the ensuing costs.

#### **Article 6. Health and Safety**

6.1 A copy of the applicable Health and Safety regulations and each modification thereof shall be made available to DNWG by the Client, all regulations and changes of which shall apply to (any component of) the Agreement to be executed. Such safety regulations must contain a description of the safety organisation, as well as of the procedures and methods for communicating with personnel involved in Maintenance. In the absence of such regulations, DNWG shall act in conformity with its own procedures, all of which comply with the relevant requirements and recommendations issued by national authorities, government bodies, and the customary procedures.

6.2 If, during or in the execution of the Agreement, an employee of DNWG or any person employed by DNWG encounters a demonstrably unsafe situation or a situation that does not comply with the law and/or regulations on working conditions, that person shall have the right to terminate or suspend his work, in which case the Client shall be required to compensate the ensuing costs to DNWG.

#### **Article 7 Additional Work**

7.1 If DNWG is required to perform Additional Work within the framework of the Agreement, then DNWG shall, insofar as reasonably possible, issue a quotation for that work to the Client in advance.

7.2 DNWG shall be under no obligation to grant a request for the execution of Additional Work from the Client.

#### **Article 8 Obligations of DNWG**

8.1 DNWG shall endeavour to execute the Agreement with due care and within the agreed term. If any term threatens to be exceeded, DNWG shall be required to notify the Client thereof as soon as possible.

8.2 DNWG shall endeavour to execute the Contract to the best of its knowledge and ability and in accordance with high standards, all according to the latest scientific techniques.

8.3 DNWG shall designate a person responsible for the Agreement, the person of whom shall be charged with organising and coordinating its execution. The person in question shall also serve as the first point of contact for the Client.

#### **Article 9 Obligations of the Client**

9.1 The Client shall be required to obtain all approvals necessary for the execution of the Agreement (including but not restricted to permits and exemptions) in a timely manner, unless agreed otherwise between the Parties in writing.

9.2 The Client shall be required to ensure the timely provision of all data indicated by DNWG to be necessary, or of which the Client can reasonably be expected to understand the necessity, for the execution of the Agreement. Any delay and any Additional Work expected to be executed by DNWG as a result of the failure to provide data or the untimely provision of data, shall be charged to the Client at the customary rates. If the data required for the execution of the Agreement is not made available to DNWG in a timely manner, DNWG shall furthermore have the right to suspend the execution of the Agreement.

9.3 The Client shall be required to extent every possible cooperation to DNWG for the execution of the Agreement and to provide all materials and facilities deemed necessary by DNWG for that execution.

9.4 The Client guarantees the correctness of the data and information he provides.

9.5 The Client shall be required to extent every possible cooperation to DNWG in the application and implementation of the provisions of, or applied by virtue of, these General Conditions, and to inspect and enforce compliance with those provisions. The Client shall be required to notify DNWG of all data, occurrences and changes of circumstances that might be relevant to the execution of the Agreement.

#### **Article 10 Remuneration due**

10.1 Unless explicitly agreed otherwise, remunerations relating to the Agreement are always excluding VAT and other taxes and/or levies existing at the time when the Agreement was formed.

10.2 The Parties can establish a fixed remuneration in forming the Agreement. If a fixed remuneration has been agreed, all works and expenses explicitly referred to in the Agreement and/or the relevant offer issued by DNWG shall be included in that remuneration.

10.3 If no fixed remuneration has been agreed, the remuneration shall be determined on the basis of hours actually spent and materials used (subsequent costing). The remuneration shall be calculated in accordance with the customary hourly rates and mark-ups as applied by DNWG and/or third parties engaged by DNWG, valid for the period in which the works are executed, unless a different hourly rate has been agreed.

10.4 All objects, works and expenses not referred to in the Agreement and/or the relevant offer shall be considered as Additional Work and be charged to the Client at the customary rates as applied by DNWG.

10.5 Each year, for the first time as per January of the next calendar year, DNWG shall adjust the remunerations relating to the Agreement for the cost of materials on the basis of the CROW price index, as well as for wages on the basis of the then applicable Collective Labour Agreement for the Energy Industry (distribution and production) or on the basis of another price indexation agreed between DNWG and the Client.

10.6 Notwithstanding the provisions of the preceding paragraphs, DNWG, shall be entitled to annually increase the agreed remuneration. If the agreed remuneration is increased by more than 10% per twelve months, the Client shall have the right to terminate the Agreement, subject to a notice period of two (2) months. That right shall expire two months after the price increase in question has taken effect.

10.7 If the Normal Working Hours are exceeded at the request of the Client or as deemed appropriate by DNWG (the amount of work being as such underestimated), DNWG shall have the right to charge a mark-up on those hours.

10.8 DNWG shall at all times be entitled to demand adequate security from the Client for compliance with his obligations towards DNWG. DNWG retains the right to send interim invoices and shall at all times be entitled to demand advance payments from the Client.

#### **Article 11 Invoicing and payment**

11.1 Services provided on the basis of subsequent costing shall be charged per month at the then applicable rates. If a total amount has been agreed, then that amount will be invoiced in monthly instalments as advance payment, unless agreed otherwise between the Parties. Moreover, weekly incurred costs that are not included in the rates shall be charged on a monthly basis. Additional Work shall be charged on a monthly basis in arrears, unless stipulated otherwise in the quotation for Additional Work.

11.2 Invoices must be paid within thirty (30) days of the invoice date. Any objection against an invoice must be

submitted in writing within fourteen (14) days of the invoice date. The obligation to pay shall not be suspended or revoked on the basis of an objection against an invoice.

11.3 The Client shall not be entitled to set-off any amount invoiced to him with any amount owed to him by other members of the DNWG group.

11.4 If the Client does not pay or has not paid in full and/or in time, he shall be in default by operation of law.

11.5 If and as soon as the Client is in default, he shall also be required to pay interest on account of untimely payment equal to the statutory commercial interest, notwithstanding the right of DNWG to reimbursement of judicial and/or extrajudicial collection costs.

11.6 In the event of liquidation, bankruptcy, attachment or a moratorium on the part of the Client, all claims of DNWG against the Client shall fall immediately due and payable.

#### **Article 12 Intellectual Property**

12.1 Unless agreed otherwise, DNWG shall retain all copyrights, patent rights and other intellectual property rights on all information it discloses and/or provides. The Client shall be entitled to utilise such information and reproduce the documents in question, such as offers, reports, recommendations, agreements, designs, sketches, drawings, software, etc., exclusively for use within his own organisation and insofar as suitable for his own business operations.

12.2 If the nature of a report on an assessment, test, inspection or sampling drawn up by DNWG warrants disclosure to a third party, then this may only be done by disclosure of the entire report, verbatim and in the language in which it was drawn up. Without explicit written approval from DNWG, the Client shall refrain from in any way giving third parties the impression of certification or approval by DNWG.

12.3 Without explicit written approval from DNWG, the Client shall be prohibited from fully or partially using or arranging for the use of the name DNWG or any report drawn up by DNWG for the purpose of instituting claims, legal proceedings and/or advertising purposes.

12.4 DNWG retains the right to use the knowledge it acquires through the execution of the works for other purposes, with the proviso that no confidential information is disclosed to third parties.

12.5 The Client indemnifies DNWG against all third party claims relating to intellectual property rights on materials or data provided by the Client and used in the execution of the Agreement.

#### **Article 13 Supplied objects and released components**

13.1 In the event that an object is supplied to DNWG by the Client in the execution of the Contract, DNWG shall be at liberty to dispose of that object upon completion of the order, unless agreed otherwise. The corresponding costs of disposal shall be for the account of the Client.

13.2 Released components and waste materials shall remain the property of the Client and be disposed of at the risk and expense of the Client, unless agreed otherwise.

#### **Article 14 Delivery, investigation and complaints**

14.1 If the agreed performance constitutes contracting work, that work shall only be considered completed upon acceptance by the Client. The work shall be considered accepted by the Client if and insofar as it is put into use by the Client. DNWG shall no longer be liable for shortcomings in the work after its completion.

14.2 Complaints concerning Maintenance and/or management activities and/or supplied and/or leased objects, must be reported to DNWG within 8 (eight) days of their detection, yet by no later than three (3) months following completion of the works in question or following delivery of the objects in question, subject to forfeiture of the right of the Client to invoke any shortcoming in performance. The notice of default must to every extent possible contain a detailed description of the shortcoming, so that DNWG is able to respond adequately.

14.3 If a complaint is well-founded, DNWG shall as yet execute the work in question as agreed or repair and/or replace the supplied or leased objects, unless this has meanwhile become demonstrably pointless in the opinion of the Client. The Client shall be required to state the latter in writing in writing.

14.4 If DNWG deems it impossible or pointless to as yet execute the agreed works or repair and/or replace the supplied and/or leased objects, DNWG shall be under no obligation to as yet deliver the performance, in addition to which DNWG shall credit the Client for a proportional amount of the invoice, in which case DNWG shall only be liable within the limitations of Article 17.

#### **Article 15 Noncompetition clause**

15.1 For the term of the Agreement, as well as for a period of one (1) year following its termination, the Client shall be prohibited from employing employees of DNWG who are or were involved in the execution of the Agreement or otherwise enabling such employees to perform work, whether directly or indirectly, without prior permission from DNWG. The Client shall be in breach of contract if this provision is not adhered to, in which case the Client shall incur an immediately due and payable penalty for the benefit of DNWG to the amount of € 25,000,- (twenty-five thousand euros), notwithstanding the right of DNWG to full compensation in the matter.

#### **Article 16 Liability**

16.1 DNWG shall never be liable for any indirect losses, including consequential damage, loss of profit, lost savings or loss from business interruption, by whatever name, ensuing from a shortcoming on the part of DNWG in the execution of the Agreement.

16.2 Based on the Agreement, any liability on the part of DNWG for direct losses shall at all times, depending on which of the following amounts is the lowest, be limited to (i) € 100,000 (one hundred thousand euros), or (ii) the amount invoiced to the Client by DNWG over the last twelve (12) months.

16.3 The limitations of liability included in these General Conditions apply exclusively if the loss in question cannot be attributed to intent or gross negligence on the part of the DNWG.

16.4 Any liability on the part of DNWG shall at all times be limited to a maximum amount of € 10,000.- per occurrence.

16.5 The Client indemnifies DNWG against all possible third party claims for compensation for damage ensuing from a shortcoming in compliance with the Agreement on the part of DNWG.

16.6 Every obligation to compensate for damages shall lapse if the Client has not notified DNWG of the damage in question within eight (8) days of that damage being detected or following the moment at which the Client could reasonably be expected to detect that damage.

Each obligation to compensate for damages shall at any rate lapse in the event that the Client has not instituted legal proceedings in the matter within two (2) years after DNWG was notified of the damage by the Client.

16.7 The limitations included in the arrangement for compensation and the obligation to indemnify on the part of the Client on the basis of these General Conditions, shall also apply to the employees of DNWG and to third parties engaged by DNWG in the execution of the Agreement.

#### **Article 17 Force Majeure**

17.1 DNWG shall never be liable for any shortcoming in compliance with one of its obligations if the shortcoming cannot be attributed to DNWG (force majeure). All obligations of DNWG shall be suspended in the event of force majeure. If the period of force majeure preventing DNWG from fulfilling its obligations exceeds thirty (30) months, both Parties shall be entitled to terminate the Agreement by registered letter, without legal intervention and without being bound to any obligation to compensate for damages.

17.2 In these General Conditions, in addition to what force majeure is considered to be under the law and in legal precedents, force majeure is considered to include all external causes, foreseen and unforeseen, on which DNWG has no influence but as a result of which DNWG is incapable of fulfilling its obligations.

Force majeure is considered to include but not be restricted to, industrial action, operational breakdown, stagnation of supply and ensuing price increases, production process breakdown on the part of DNWG, its suppliers and subcontractors, etc.

17.3 DNWG equally has the right to invoke force majeure if the circumstance preventing (further) compliance

occurs after DNWG was supposed to have fulfilled its obligation.

17.4 To the extent that DNWG at the time of occurrence of force majeure has partly fulfilled its obligations under the Agreement or will be able to do so, and an independent value can be attributed to the fulfilled respectively to be fulfilled part, DNWG shall be entitled to separately invoice the already fulfilled, respectively the yet to be fulfilled, part. The Client shall be required to pay that invoice as if it were a separate Agreement.

#### **Article 18 Suspension and termination**

18.1 DNWG shall be entitled to fully or partially suspend compliance with the Agreement or immediately terminate the agreement without prior legal intervention or further notice of default if:

- a. a petition for bankruptcy of the Client is filed or if the Client himself requests a moratorium or files a petition for his own bankruptcy;
- b. the Client fully or partially transfers, liquidates or discontinues (components of) his enterprise, or at any rate his business operations;
- c. prejudgment or executorial attachment is instituted against the Client;
- d. the Client in any way loses control over the entirety or any part of his assets;

#### **Article 19 Risk transfer**

19.1 The risks attached to the works are transferred to the Client upon completion. The risk of loss or damage regarding objects that are subject to the Agreement shall be transferred to the Client as from the moment at which they are legally and/or actually delivered and thereby brought under the control of the Client or any third party designated by the Client.

#### **Article 20 Secrecy**

20.1 Each of the Parties shall handle all information received from the other Party within the framework of executing the order, and of which the secret nature has been established or could reasonably be known by the receiving Party, with the strictest secrecy. The Parties shall only use such information for the purposes for which it was provided. This obligation of secrecy shall remain in force despite termination or rescission of the Agreement.

#### **Article 21 Transfer**

21.1 The Client agrees that the Agreement shall remain in force if the legal form of DNWG is converted into another legal form or if DNWG transfers or arranges for the transfer of its business operations to another legal entity.

21.2 The Client shall not be entitled to transfer his rights and obligations ensuing from the Agreement to a third party without prior permission from DNWG, the permission of which DNWG shall not refuse on unreasonable grounds.

#### **Article 22 Governing law and disputes**

22.1 The Agreement is governed by the laws of the Netherlands.

22.2 All disputes ensuing from the Agreement, as well as all other subsequent agreements entered into that cannot be settled amicably, shall be presented to the competent court in Middelburg, the Netherlands.

#### **Article 23 Final provisions**

23.1 These General Conditions take effect as from 1 June 2009.

23.2 These General Conditions can be referred to as: "General Delivery Conditions 2009 of DNWG Infra B.V.".

23.3 These General Conditions are available for inspection at the offices of DNWG, a copy of which can be obtained on request free of charge.

## **Section II Additional provisions for Maintenance and management**

### **Article 1 Definitions**

Installation	(A coherent body of) one or more objects subject to maintenance, as specified in the Equipment Inventory.
Equipment Inventory	The list forming a part of the Agreement in which the Installation is described.
Lighting Group	The regime for when Public Lighting is activated. This regime is or shall be established by the regional grid operator and/or DNWG with either the competent authorities or the Client.
Corrective Maintenance	The performance of Maintenance for the purpose of eliminating a power grid failure which occurred in respect of the Installation, including the repair of damage to the Installation.
Inspection	The identification of the state of the Installation for the purpose of forming a judgment on the necessity of Preventive or Corrective Maintenance.
Baseline Measurement	The measurement that is taken prior to or after formation of the Agreement but before Maintenance is performed, in which the state of Maintenance of the Installation is assessed by DNWG. The Client receives a report regarding the Baseline Measurement. A bad state of Maintenance of the Installation can lead to frequent Corrective Maintenance or possibly termination of the Agreement by DNWG.
Maintenance	The entirety of activities (Maintenance and other services) executed by DNWG in relation to the Installation for the Client on the basis of the Agreement. Maintenance is divided into Inspections, Preventive Maintenance and Corrective Maintenance.
Maintenance Plan	An overview of the frequency and a description of Inspections and Preventive Maintenance to be performed by DNWG, as well as of the response times and additional provisions for Corrective Maintenance.
Public Lighting	The lighting objects, light masts, arms, fixtures, conductors, safety and igniters, relays, clocks, lamps and tubes (and where appropriate all accessories) serve to lighten public roads and/or spaces and/or areas.
Preventive Maintenance	Maintenance performed for the purpose of limiting the risk of a power grid failure in the period following Maintenance.

### **Article 2 Obligations of DNWG**

- 2.1 Unless explicitly agreed otherwise, DNWG shall, to the exclusion of others, maintain the Installation as specified in the Equipment Inventory.
- 2.2 If no Baseline Measurement was taken prior to the formation of the Agreement, the Baseline Measurement shall be taken prior to Maintenance. A Baseline Measurement is considered to be Additional Work.
- 2.3 DNWG shall be required to conduct Inspections and perform Preventive Maintenance in accordance with the Maintenance Plan, in respect of which reporting to the Client shall take place in arrears.
- 2.4 Corrective Maintenance shall be performed after detection of a power grid failure by DNWG during an Inspection or Preventive Maintenance, or following the reporting of a power grid failure by the Client.
- 2.5 Corrective Maintenance shall be commenced within the response time that has been agreed with the Client, as specified in the Maintenance Plan, unless a different arrangement is made with the Client after the detection or reporting of that power grid failure.
- 2.6 Corrective Maintenance aims to eliminate the power grid failure as soon as possible. If the functionality of the Installation can be restored earlier by implementing an emergency solution, then this must be reported to the Client, in which case the emergency solution shall be implemented prior to a final solution after being approved

by the Client.

2.7 If the power grid failure is caused by an object that was not included in the Equipment Inventory, and the elimination of that failure requires Maintenance to be performed on the object in question, then DNWG shall be under no obligation to do so. If such a case occurs, DNWG shall be required to report it to the Client. If, at the request of the Client, DNWG has stated that it is prepared to perform Corrective Maintenance on the object in question, then the Agreement shall apply in full to that Corrective Maintenance.

### **Article 3 Obligations of the Client**

3.1 The Client shall be required to notify DNWG of a power grid failure immediately after its detection in the manner described in the Maintenance Plan.

3.2 The Client shall be required to grant DNWG and/or any third party engaged by DNWG access to the Installation for the execution of the Agreement.

3.3 If so required by DNWG for the execution of the Agreement, the Client shall provide DNWG with electricity, gas, water, consumables and all tools required for the Maintenance of specific objects which DNWG does not have at its disposal.

3.4 The Client shall be required to provide DNWG with all current and complete documentation regarding the Installation or to have such available on location or to provide such information on request.

3.5 If the Client wishes to attach objects with or without lighting to the Installation, whether or not temporarily, then this must be discussed with DNWG in advance. If this concerns a lighting object for Public Lighting, then the object must be connected by the regional grid operator or a designated third party. If an object is attached to the Installation without prior permission from DNWG, then the Client shall be liable for this and fully bear the risks of the consequences of that attachment.

### **Article 4 Public Lighting**

4.1 Public Lighting shall be activated and deactivated according to the Lighting Group for the Equipment.

4.2 The Client shall be required to consult the regional grid operator or DNWG if he wishes to deviate from the standard Lighting Group. Deviation from the Lighting Group may affect the Maintenance fees.



**Section III Additional provisions concerning purchase and sale**

**Article 1 Manner and place of delivery**

- 1.1 Unless agreed otherwise, delivery shall take place at the works.
- 1.2 The objects shall be delivered by means of transport at the location specified in the Agreement. If no such location has been agreed, the delivery shall take place in a depot on the building site, or at any rate as close to the building site as possible. DNWG shall not be required to transport the objects any further than to where the vehicle can reach a proper unloading site open to traffic.
- 1.3 The Client shall be required to immediately take receipt of and unload the objects at that site. If the Client fails to do so, then all costs ensuing from that omission shall be for his account.
- 1.4 The Client shall be required to provide sufficient space for delivery and unloading.

**Article 2 Warrantee**

- 2.1 In respect of the delivered objects, DNWG shall provide the Client a warrantee as agreed between DNWG and the supplier of the objects. Therefore, DNWG shall if necessary repair the delivered objects free of charge during the warrantee period, with the proviso that the objects in question were used normally and did not fail as a result of influences by third parties or extreme weather conditions.
- 2.2 Excluded from the warrantee is damage to paintwork or chrome, unless the damage ensues from a quality and/or construction defect of other components. Also excluded from the warrantee are defects ensuing from power grid failures due to normal wear and tear, as well as power grid failures wholly attributable to unprofessional or careless use by the Client, his personnel, third parties or instructions issued for, respectively repairs performed on, the objects by the Client, his personnel or third parties or if the objects were used for operational purposes other than normal operational purposes or were used abnormally.

**Article 3 Reservation of ownership**

- 3.1 All objects supplied by DNWG shall remain the property DNWG until such moment when the Client has fulfilled all of his obligations under all agreements entered into with DNWG.
- 3.2 The Client shall not be entitled to pledge or in any other way encumber objects that are subject to the reservation of ownership.
- 3.3 In the event that DNWG wishes to exercise its property rights referred to in this Article, the Client hereby unconditionally and irrevocably grants DNWG or any third party designated by DNWG permission to access all locations at which property of DNWG is being held and to repossess that property.

## **Section IV Additional provisions concerning lease and rental**

### **Article 1 Manner and place of delivery**

1.1 Delivery shall by analogy be subject to the provisions of Article II.1.

### **Article 2 Obligations of the Client**

2.1 The Client guarantees the professional use of and supervision over the objects it leases from DNWG and shall use the leased objects in accordance with their purpose, the applicable instructions and all relevant statutory provisions.

2.2 The Client shall, at his own risk and expense, be required to make all provisions necessary for the use of the leased objects, which includes obtaining all relevant permits.

2.3 The Client shall be required to report each case of damage, loss or nullification of the leased objects to DNWG.

2.4 The Client shall be prohibited from in any way introducing (or arranging for the introduction of) alterations, modifications or additions to the objects leased from DNWG without explicit prior permission from DNWG. DNWG shall assume ownership of all alterations, modifications and additions that cannot be undone or removed without impairing the functional capacities or economic value of the leased objects.

2.5 During the lease term, the Client shall be required to keep the leased objects in a good state and fully operational. The Client shall, to the exclusion of others, be required to conclude a Maintenance Agreement with DNWG for the objects leased from DNWG, unless explicitly agreed otherwise.

### **Article 3 Ownership**

3.1 All objects leased by the Client from DNWG are owned by DNWG. The Client guarantees that the objects he leases from DNWG shall not be connected to any movable or immovable property in such a way as to extinguish its independence by accession, confusion or specification.

3.2 All components supplied to the Client by DNWG in connection with Maintenance become a part of the leased object and the property of DNWG.

3.3 The Client shall be prohibited from disposing of objects he leases from DNWG and from establishing a right of pledge or any other limited right on them. Without prior permission from DNWG, the Client shall be prohibited from, under whatever title, granting the use or otherwise surrendering the leased objects to a third party, and from transferring his rights in respect of the leased objects to a third party.

3.4 If a third party wishes to invoke any right in respect of the leased objects, the Client shall be required to immediately notify DNWG thereof and to immediately inform the third party in question about the property right of DNWG.

3.5 The leased objects may only be removed from the place of delivery following prior written permission from DNWG, the permission of which DNWG shall not refuse on unreasonable grounds.

### **Article 4. Risk and insurance**

4.1 Unless agreed otherwise, the Client shall for the term of the lease contract be required to insure and maintain the insurance of the leased objects at his own risk and expense.

4.2 The Client shall be required to notify DNWG of the coverage provided by the insurance by means of an insurance policy and to provide proof of payment of the insurance premiums at the first request of DNWG.

4.3 The Client shall be required to strictly comply with all conditions set out in the insurance contract.

### **Article 5 Damage, loss or nullification of the leased objects**

5.1 The Client shall at all times be required to pay the agreed lease instalments during the agreed term of the lease contract, even if the Client is unable or partially unable to use the leased objects due to legal provisions or possible defects they contain or due to damage or the partial loss or nullification of the leased objects, in which

case DNWG can never be held liable for subsequent damages incurred by the Client.

5.2 If the leased object is damaged or partially lost or nullified, DNWG shall repair or (partially) replace the object in question in consultation with and at the expense of the Client.

5.3 If the leased object is entirely lost or nullified, the Client, in addition to all lease instalments yet to fall due during the term of the lease, shall also be required to pay DNWG the residual value of the leased object as apparent from the books of DNWG at the end of the agreed lease period.

#### **Article 6 Return of property**

6.1 At the end of the agreed lease period, the Client shall at his own risk and expense arrange for the return of the leased object to DNWG in good condition, operational and fully intact, at an address in the Netherlands designated by DNWG.

6.2 If the Client fails to comply with the aforesaid obligation to return the leased object, DNWG shall be entitled to retake possession of the object in question and access the location where it is being held. The Client shall be liable for all costs incurred by DNWG in retaking possession of the leased object.