

## Privacy policy

Privacy policy Red Betonbouw B.V.

This is the privacy policy of Red Betonbouw B.V.

Red Betonbouw B.V. respects the privacy of all users on this site and takes great care in keeping the information that has been shared confidential. Red Betonbouw B.V. has created this privacy policy as a result of the Personal Data Protection Act and the General Data Protection Regulation (created in 2016 and maintained since the 25<sup>th</sup> of May 2018). The below privacy policy is applicable on all website visits, transactions, and agreements with Red Betonbouw B.V..

### Sharing with third parties

Red Betonbouw B.V.. will never sell your information to third parties and will only provide third parties with your information if necessary.

For the implementation of an agreement with you.

To satisfy a lawful commitment.

### SSL connection

When you make use of the contact form or the assessment form, the information shared will be encrypted and sent (https://), because Red Betonbouw B.V. uses an SSL certificate. The information will be mailed to [info@redbetonbouw.nl](mailto:info@redbetonbouw.nl) where it will be confidentially handled and saved.

### Personal data

Red Betonbouw B.V. is able to process your personal data because you make use of the services offered by Red Betonbouw B.V. and/or because you have shared them yourself by filling in one of the forms on the website of Red Betonbouw B.V.. Red Betonbouw B.V. could process the following personal data:

Your first and last name

Your address

Your phone number

Your email address

Any additional information needed to complete a specific service that you want to make use of.

Red Betonbouw B.V. processes the personal data to contact you through calling or in writing (as per email and/or post). Additionally Red Betonbouw B.V. can use your personal data in order to process an agreement made with you, usually these are orders for design technical and web related services or the completion of online services. Your information will be used to inform you about the progress of your order and the services of Red Betonbouw B.V.. Moreover, Red Betonbouw B.V. could also contact you on news regarding the websites, when you are a client or when you have registered yourself for the newsletter. Should you not wish to receive the newsletter any longer, you can deregister yourself through the link concerning deregistration in the newsletter. Red Betonbouw B.V. will not keep any of your personal data any longer than is needed to realize the goals for which your information has been shared. Red Betonbouw B.V. takes care in safely storing the saved information.

## Cookies

These are small files that are placed on your computer by a website, stored within these files is information about websites that you have visited, preferences etcetera. Red Betonbouw B.V. uses Google Analytics and parties to share messages on social media, such as Facebook, Twitter and LinkedIn. These third parties can place cookies on your computer. Read the privacy policies of Facebook, Twitter and LinkedIn (which can change frequently) to see what they are doing with the information that they process with this code. Red Betonbouw B.V. does not directly make use of cookies on this website, the site itself does not place a tracking cookie on your computer.

## Google Analytics

Red Betonbouw B.V. has a processing agreement with Google because Red Betonbouw B.V. makes use of Google Analytics to keep up with how users are experiencing the website. The gathered information is saved, without the 'address' of your computer (the IP-address is anonymized), by Google on the servers in the United States. The last octet of the IP-address is masked. Read the privacy policy of Google for more information. Red Betonbouw B.V. has turned off every form of information sharing within Google Analytics. Google can supply third parties with to anonymized information should they be legally obliged to, or up till when third parties process the information on behalf of Google. Red Betonbouw B.V. does not have any influence over this process.

View, adjust or delete.

You have the right to view, to adjust, and to delete your personal data. In some cases a form of identification is required for this. You can send a request for the above to [info@redbetonbouw.nl](mailto:info@redbetonbouw.nl). Red Betonbouw B.V. will react to your request as soon as possible, and within four weeks.

## Disclaimer

Red Betonbouw B.V. is in its right to change the content of this privacy policy without notifying the visitor. The implementation of changes on the website is enough for that.

## Questions?

<https://redbetonbouw.nl> is the website of Red Betonbouw B.V.. Trade registration number Chamber of Commerce: 50261304. Email address: [info@redbetonbouw.nl](mailto:info@redbetonbouw.nl)

## Terms and conditions

Download our terms and conditions here

This document is a translated version of the initial document written in Dutch, in case of translation flaws the Dutch version of this document is leading in every way.

*The document:*

### Article 1. Applications, Definitions

These conditions are applicable on all our quotations and on all agreements done with us.

In these terms and conditions the following apply:

#### 1. Client:

The natural or legal person, who issues the order, or requests a quotation.

#### 2. Contractor:

The natural or legal person of which the delivery and/or montage is requested, or which has received a quotation of such.

#### 3. Reinforcing steel:

Reinforcing steel as needed per concrete structure.

#### 4. The designer:

The party which delivers the (architectural) design of a structure.

#### 5. The agreement:

Each agreement and assignment to the point of delivering services, which are agreed upon by contractor and client, each addition to it and/or amendment, as well as all (legal) proceedings in preparation of (including the request of a quotation) and the execution of it;

#### 6. The project:

The entirety of activities, including the from the contractor expected proceedings, aimed at the creation of that which the client expects.

#### 7. Force of majority:

Situation in which the agreement cannot (for a time) be honored, and for which the contractor cannot be held responsible as has been decided in article 6.75 BW.

### Article 2. Application terms and conditions

2.1 These conditions are apply between parties, after they have been declared applicable by one party. Should these conditions be applicable to an agreement, they will apply henceforth for all agreements based on the first agreement.

2.2 Deviations from these terms and conditions or additions herein are only legal when they are

agreed upon in writing.

These conditions are applicable on each offer, quotations, and agreement between Red Betonbouw B.V., hereafter to be called “contractor” , and the client to which the contractor has declared these conditions applicable, as far as these conditions have not been derived from by both parties in writing.

#### Article 3. Quotation

3.1 All quotations by the contractor are without obligation. The contractor can recall their quotations , even when in the offer a set timeframe for agreement has been set, unless the contractor has explicitly mentioned within the offer, aside from the timeframe for agreement, that the offer is irrevocable. When no deadline has been set, the offer is valid for 30 days with the inclusion of that which is decided in these terms and conditions.

3.2 In case no order is granted, the contractor is in their right to incur costs that have been made with the establishment of the quotation from the client, in the event that this has been mentioned in the quotation.

#### Article 4. Drawings, calculations and constructions

4.1 Drawings, technical definitions, designs and calculations, that have been created by a party or an external designer ordered by a party, remain in ownership of that party. They cannot be made available or shown with the aim of claiming a comparable quotation or order, to gain advantage for themselves and/or third parties. In case no order will be available, these will be discretely destroyed 3 months after the date of the quotation.

4.2 With the observance of the in the third and fourth paragraph decided, the contractor has free reign over the information intended in the first paragraph, regardless of the form in which they are stored, should they have paid the compensation as meant in article 3, second paragraph, or – should the compensation not be stipulated – in case they pay a to be further agreed upon compensation.

4.3 Information on the creation and/or construction methods, on which the copyright/patent is applicable, or with respect of which the designer as is meant in the first paragraph has made a reservation, may not be used, copied, shown to third parties or made known by the contractor, with the exception of when there has been given written permission.

4.4 Parties keep the right to, in case of violation of the in this article mentioned, claim compensation for the damage coming from the violation.

4.5 The client safeguards the contractor with claims regarding the intellectual property rights of third

parties, or claims from third parties of other reasons, with respect to the by the client given information to the contractor.

4.6 The client will make sure that the for the potential execution of projects needed information is available to the contractor timely before the execution. The contractor retains the copyright on the by them created drawings, calculations, reports et cetera

4.7 For the purpose of the engineering, the client obliges themselves to deliver to the contractor timely before the start of construction, the necessary drawings and all relevant information related to that. The client obliges themselves to take the responsibility for the start of construction to be commenced and executed on time and in a regular manner for so much of this has been agreed upon. Timely distribution of information, drawings means that the client distributes the information, far before production is scheduled to commence in order to make delivery on the agreed upon dates possible.

4.8 When and to the extent that the client does not supply the contractor timely before commencement of construction with the needed information as is meant within these conditions, the contractor will have the choice to suspend obligations until further notice, or at least until they determine to have enough information, or possibly to dissolve the agreement. All terms concerning information from the side of the client, will be regarded as deadlines.

#### Artikel 5. Price

5.1 The offered and agreed upon prices are excluding sales tax and are based on taxes, charges, salaries, social charges, material- and raw materials prices and other costs, such as apply on the date of the quotation.

5.2 Unabated the decided in the following paragraph and the decided in article 18 below 2, leads a change to the in the first paragraph mentioned salaries, prices or other costs, only then till the amendment of the agreed upon price, to the extent that the parties the settlement of the amendments of these cost factors are agreed upon prior in writing.

5.3 The contractor is – by all means – qualified to incur extra costs: a. which are the result of cost increasing circumstances of which the contractor reasonably should not have to take into consideration; b. which the contractor cannot be held responsible for; c. which are significant in relation to the price of the delivery.

5.4 Within the in the previous paragraph mentioned cost increasing circumstances are in any case included frost, abnormal water levels and the increase in purchase prices, as well as an undershoot

or overshoot of the agreed upon – or estimated – quantities with a plus or minus of 5%.

5.5 In the event that the contractor decides that cost increasing circumstances have occurred, they should immediately notify the client clearly and in writing. Then the parties will discuss the matter soon after in order to discuss if the cost increasing circumstances have occurred, and if yes, up till how much the cost increase should be compensated with fairness and reason.

5.6 In the event that the Dutch government (including the European government) has initiated or amended taxes, import taxes, charges, or other costs after the date of quotation, these will be made known to the client unabridged.

5.7 In the event that the contractor experiences price increasing circumstances between the date of agreement and the execution of the agreement as a result of changes in laws and regulations, government measurements, currency fluctuations, or changes in the prices of needed (raw materials, the contractor will have the right to increase the agreed upon prices and tariffs accordingly and charge the client.

#### Article 6. Realization of the agreement

6.1 The agreement is established through an order for delivery and/or the assembly of those activities that are described in the agreement. An order that derives from the quotation will count as a new quotation by the client and as a waiver for the original quotation, unless the parties agree otherwise.

6.2 Oral agreements or orders do not bind us, unless they are confirmed through written consent by the contractor.

6.3 The first two paragraphs of this article are valid on amendments in and addition to the agreement or further agreements as well.

#### Article 7. Obligations regarding the client

7.1 The client ensures that the contractor, in accordance with the contractor's instructions, has timely access to all information, any special government regulation, and any other important information needed by the contractor for the proper execution of the order.

7.2 The client is obligated to address any apparent mistakes or flaws in construction and procedures, raw materials, or apparatus to the contractor that are to be delivered to them by the contractor.

7.3 The contractor makes drawings and calculations based on the delivered drawings and calculations of the coordinating constructor. The coordinating constructor is the point of communication for all things that have to do with construction and checks all the drawings and

calculations in detail, the constructive responsibility lies with the coordinating constructor.

7.4 The client should, unless agreed otherwise, carry the responsibility that the constructor has, before construction commences, reign over: - All licenses, waivers and allocations; - the locations, upon which construction has to take place, is vacated; - there is enough space to supply, store and/or removal of materials and apparatus; - Plenty of connectivity options for electrical apparatus, tapping points for gas and water; - all information regarding the location of cables, pipes and tubes in, on, bordering or below the construction site or plot.

7.5 The client is obligated, without a claim to compensation, to arrange availability of water, gas, electricity, and storage space for materials and apparatus, should these be present on the construction site.

7.6 In the event that the client has reserved the delivery of certain materials and/or the completion of certain proceedings to themselves, the client will be held responsible for the untimely supply and/or execution thereof.

#### Article 8. Liability

8.1 The client bears the responsibility of the by them ordered constructions and methods, of the orders and instructions given on their behalf, and the information shared on their behalf.

8.2 The client is liable in this context for damages that are caused by raw materials, other materials or apparatus, that are supplied by them or prescribed and according to the opinion of the client not suited for the purpose of which they have been decided upon in the agreement.

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8.3 In the event that the client does not purchase the services and products mentioned in the quotation with abidance of the in article 11 agreed upon deadline, the client will be held responsible for the damages resulting from that (including a reasonable compensation for storage), to the extent that the not purchasing from the contractor can be imputed to the client.

8.4 the client carries the responsibility for the correctness of the by them delivered information.

8.5 Differences between the condition of the buildings, constructions and terrains during construction and the condition that the constructor could reasonably expect give the constructor the right to claim compensation for costs flowing from those differences.

8.6 In the event that after the creation of the agreement the construction site turns out to be

contaminated or the building materials coming out of the construction are contaminated, the client will be held responsible for the results of the continuation of work.

8.7 The client carries responsibility for the constructions and methods prescribed by them or on their behalf, this includes, the influence exerted upon the soil condition, as well as orders and instructions given by, on their behalf, or for the client. In the event that raw materials or apparatus, that the client has provided, or which the client has prescribed, are not suited for the work or faulty, the results of this will be billed to the client.

8.8 In the event that the client has prescribed a subcontractor or supplier, and these are unable to perform on time or in a reliable manner, the results of this will be billed to the client.

8.9 The client is liable for damages to the work and the damages and delays that the constructor suffers as a result of work performed or deliveries completed by the client or as per their order.

8.10 The consequences of compliance with legal prescriptions or decisions from the government that become active a day after the quotation commences, will be charged to the client, unless it is reasonably accepted that the contractor could have foreseen the consequences on the day of the quotation.

#### Article 9. Obligations of the contractor

9.1 The contractor ensures the compliance of governmental regulations and decisions, standards and requirements that are, at the time of the quotation important for the delivery. The results of the compliance with governmental requirements of a special nature are, however, not charged to the constructor, unless the client has notified the constructor on the grounds of article 7.1, or it should reasonably be accepted that the constructor should have been aware of the special requirements. Unabated the liability of parties with the force of the agreement or the law the contractor will be liable for damages to the work, unless these damages are the result of extraordinary circumstances against the damage consequences of which the contractor through the nature of the work did not have to have fitting measurements and it would be unreasonable to charge the damages to the constructor.

9.2 In the event that a subcontractor of the contractor has more extensive guarantees on the to be processed materials than are forthcoming from the agreement with the contractor, the more extensive guarantees will be considered to be delivered to the client as well. The contractor has no obligations with this regard toward the client. The delivery of the mentioned more extensive guarantees take place by agreeing with the agreement of which these conditions are a part of, while



the contractor independently takes care of the lawfully obligated statement to the third party. The contractor is obligated to inform the client in writing of the more extensive guarantees. The contractor is liable for damages to other works and properties belonging to the client as long as these are brought upon through the execution of work and is to be is due to negligence, carelessness or faulty proceedings by the contractor, their employees or their suppliers.

9.3 The contractor is obligated to the client to immediately point out obvious mistakes or flaws by the contractor prescribed constructions and methods, or by or on behalf of the contractor provided information, or by or on behalf of the contractor prescribed or provided raw materials, materials and apparatus.

9.4 The legal claim under the in the previous paragraph meant deficiency is not receptive, in the event that it is set five years after the expiration of the maintenance period. However, in case the in the first paragraph mentioned deficiency should be marked as a serious deficiency, the legal action is inadmissible, in the event that it is set ten years after the expiration of the maintenance period. A deficiency is only to be classified as a serious deficiency in the event that is endangers the solidity of the building or endangers one of its essential components.

#### Article 10. Delivery time

10.1 To determine the delivery time there will be named a determined date and a determined time noted in the agreement before the delivery, or a time frame.

10.2 In the event that before the delivery a determined date and a determined date have been mentioned in the agreement, the delivery is to take place during that time.

10.3 The determined delivery times are only by way of informing and approach and do not give the client any rights to compensation or dissolution of the agreement.

10.4 In case that before the delivery a time frame is mentioned in the agreement, the delivery should be done within that time frame, with that understanding that the date and the time will be determined with the observance of that which is determined in the following paragraph. If between the client and the contractor there is an agreement regarding the schedule for delivery, it is only a directive, and the dates on the planning are never fatal dates. The schedule never strenghtens the obligations of the contractor.

10.5 In case interim amendments are added to the agreement or the execution of the order is suspended by the client, the delivery time will be extended with the duration of the by this amendment created extra proceedings or by means of the time duration of the suspension.

## Article 11. Delivery and assembly

11.1 As far as the delivery and the assembly of reinforcing steel is agreed upon between the client and the manufacturer, the contractor has the right, on their behalf and at their risk, to have the assembly executed by a third party.

11.2 Furthermore, between the contractor and the client applies that the building site is designed in such a manner that the contractor is able to complete the agreed upon proceedings. To that end the client will provide the necessary and usual services without cost, examples are light, electricity, water, mobile connections, sanitary facilities, construction shed, scaffolding, storage space, and transportations on the building site.

11.3 In the event that and in what capacity decisions regarding changes in the planning and execution of the project influence the planning and/or the execution of the output to be completed by the constructor, the client is obligated to inform the constructor of this in a timely, at least five working days before the results of the amendments take place, and written form. The costs to be derived from this will be compensated by the client to the constructor as additional work.

11.4 As far as delivery and assembly of reinforcing steel has been agreed upon, parties will, in case they should wish to do so, agree upon a settlement method with regard to the to be attached reinforcing steel, upon which in any case the commercial weights in accordance with the table from the Steel Federation of the Netherlands – SFN , this table is added to these conditions.

11.5 Taking into account that which is decided in these conditions, the contractor has the right for reimbursement of additional costs if the quantity actually delivered deviates more than 10% from that which is agreed upon between both parties in writing. Additional costs are compensated on costing basis, by all means encompassing a settlement of the costing price increased with an additions for overheads, profit, and a risk of 15%.

11.6 Decreasing costs are calculated after the work has been completed within the final settlement exclusively on costing basis. In the event that and for thus much there is an account for decreasing costs in the final settlement, will thus solely the amount for decreasing costs be settled on a costing price basis.

## Article 12. Delivery

12.1 The risk of the delivered will pass over at delivery.

12.2 The place and the manner of delivery will be decided in the agreement. Delivery counts as the offering of goods in at agreed upon place and time, likewise when the client does not receive the

goods.

12.3 The client makes sure that the means of transportation can reach the release point properly and the terrain is easy to drive over and accessible, or over water, there should be enough space to unload as well.

12.4 In the event that delivery through carriage paid work not unloaded is agreed upon, there will be one hour for unloading admitted immediately after the time of arrival. More hours for unloading cargo can be charged for. The delivery should go about in such a way that the unloading happens within regular work hours. To achieve this parties will schedule a consultation with each other prior to the delivery.

12.5 The unloading the client occurs with enough qualified employees and materials at the direction of the carrier.

12.6 In the event that the unloading is done by the client and the contractor has provided apparatus to the client, the client is responsible for the correct use of these apparatus from the moment that they have been supplied.

#### Article 13. Liability

13.1 Outside of the explicitly agreed upon guarantees or the by the contractor guaranteed results or quality requirements does the contractor not accept any liabilities.

13.2 Unabated the decided in the previous paragraph, the contractor is only liable for direct damages. Any liability for the contractor in the form of resulting damage, such as a trading loss, loss of profit and/or profit lost, delay damage and/or personal injuries, are explicitly excluded.

13.3 The client should take into account all measures that are essential to the prevention or limitation of the damage.

13.4 The client must inform the contractor of the by them experienced damages within six months after this has become known to them or after this could have become known to them.

13.5 In the event that the contractor should proceed with work or deliveries in accordance with documents shared by or shared on behalf of the client, the contractor is not liable for the contents, justness, and completeness of these documents.

13.6 When the client provides raw materials and/or components for further processing or assembly, the contractor is liable for the correct processing or assembly, however the contractor is not liable for the soundness of the materials or components themselves.

13.7 The contractor is never liable for damages to the work as a result of proceedings or deliveries

done by or on behalf of the client.

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13.8 The client indemnifies the contractor of all liabilities from third parties regarding the compensation for damages in the event that the contractor has completed the obligated excavation report (KLIC- report) at the land registry in a timely manner regarding the execution of the agreement, has executed the excavation proceedings with care and nevertheless damages to the underground grids have occurred.

13.9 In the event that after the creation of the agreement it appears that the construction site, the work and/or the materials that come from the work are contaminated, the client is liable for the forthcoming consequences and the client indemnifies the contractor regarding any liabilities from third parties that arise from this occurrence.

13.10 The contractor is not liable and the client cannot appeal to the applicable guarantees when damages have occurred due to the following:

- a. through the incompetent use or use opposed to the designated purpose of the delivered or the by the contractor provided instructions, advice, user manual and such;
- b. through incompetent storage of goods delivered;
- c. through mistakes of incompleteness in the by or on behalf of the client to the contractor delivered information, documents, or materials;
- d. through instructions or directions given by or on behalf of the client;
- e. as a result of choices made by the client that derive from that which the contractor advised and/or that which is usual;
- f. through the choices that the client has made with regard to the goods that are to be delivered;
- g. through natural wear, erosion, or corrosion;
- h. through aging or deterioration of goods by outside influences other than the influences which the goods should normally withstand;
- i. because reparations or other proceedings or alterations have been done to the delivered by or on behalf of the client, without the contractor clearly having expressed permission.

13.11 The client is in all the cases mentioned in the previous paragraph completely liable for all the forthcoming damages and indemnifies the contractor explicitly from all third party claims regarding

the compensation for these damages.

13.12 The in this article included limitations of liability do not stand in the event that the damages are to be blamed on deliberate and/or purposeful recklessness of the contractor or management staff on board level or in case imperative lawful provisions oppose this. The contractor will indemnify the client exclusively in these circumstances for any liability claims from third parties toward the client.

#### Article 14: Retention of title

14.1 The client reserves ownership of all delivered and to be delivered goods as decided in the agreement up until the time upon which the client has satisfied all payment obligations toward the contractor.

14.2 The in the previous paragraph mentioned payment obligations consist of paying the purchase price of the goods, increased with claims regarding the completed proceedings that have ties with the delivery and claims regarding the attributable failure of the client to comply with their obligations, such as claims to compensate damages, extrajudicial collection costs, interest and possible fines.

14.3 The client is not allowed to pawn the delivered goods in any way or to deliver the goods to the (factual) power of a financier by means of pawn lists, as long as retention of title is applicable to the delivered goods.

14.4 The client should directly inform the contractor in writing in case third parties pretend to have ownership or other rights over the goods upon which retention of title is applicable.

14.5 The client should take care of the goods in a careful manner and in such a way that they are identifiable as ownership of the contractor as long as retention of title is applicable to them.

14.6 The client should have a business or household contents insurance that covers the goods which have retention of title applicable to them at all times and the client will grant inspection of the insurance policies and proof of the associated premium payments from the first request by the contractor onward.

14.7 In the event that the client acts in contrary with the measures in this article or in case the contractor claims retention of title, the contractor will have the irrevocable right to have employees enter the clients terrain and to take the goods which have retention of title placed on them back.

This applies without prejudice to the contractor's right on compensation of damages, lost profit and interest and the right to dissolve the agreement without further notice of default, through a written

statement.

14.8 In the event that the client creates a new case with the help of our materials and goods we will become co-owner of this case in relation to the value of our goods and materials.

#### Article 15. Interim changes and termination of the agreement

15.1 In the event that work requested from the client, for which the delivery by the supplier takes place, is suspended or temporarily shut down, the client is able to suspend the execution of the agreement fully or in part.

15.2 The constructor has a right to compensation of damages as a result of the suspension within the in the first paragraph mentioned circumstance

15.3 In the event that the work requested of the client, for which the delivery by the contractor takes place, is terminated in an unfinished manner, or in the event that the agreement between the client and the clients client is cancelled, the client is able to fully or partly dissolve the present agreement. The same applies in case the agreement between the client and their client is dissolved.

15.4 Within the circumstances mentioned in the previous paragraph, as well circumstances such as the interim cancellation of the agreement by the client and the termination of work in unfinished state by the client – other then as far as this is to be accounted to the contractor the contractor has the right price, increased with the costs that they had to make as a result of the unfinished business and decreased with the costs spared by them.

15.5 In the event that during the execution of the agreement it appears that the product or a component of this cannot be delivered through force of majority or another cause, every party that perceives this is obligated to make a notification of this without delay to the client in order to mutually discuss, either to amend the execution of the agreement to the changed circumstances, or to find another reasonable solution.

15.6 Unabated that which is decided through the law every party has the right to dissolve the agreement fully or in part through written notification, in the event that;

a. the duration and/or consequences of suspension as is meant in the first paragraph, or when a force of majority reasonably justifies it;

b. in the event that that which is meant in the previous paragraph does not have, after one month, a reasonable solution with regard to price, technical execution, or no delivery time can be decided upon.

#### Article 16: Additional and less work

16.1 In the event of additional work the contractor has the right to, aside from costs for extra

materials, ours et cetera., charge a compensation of 6% over the calculated additional work to client as compensation for overhead that the additional work involves for the contractor.

16.2 Settlement of additional and less work takes place;

- a. in the event that the agreement or the conditions of the execution have to be amended;
- b. in the event that amounts of set items are changed;
- c. in the event that deductible amounts are changed;

16.3 Set items are the amounts mentioned in the agreement which are included in the contract price for the purpose of:

- a. the purchasing of materials;
- b. or the purchasing of materials and the processing of these materials;
- c. the execution of proceedings which are unsatisfactory in relation with that which has been decided on the day of the agreement and should be filled in further by the client and/or the contractor.

The relation of each set item will be mentioned in the agreement.

16.4 With the charging of set items the basepoint is chosen through the prices calculated by the contractor respectively the costs made by them, increased with a contractor's fee of 10%.

16.5 In the event that a set item has solely influence on the purchase of materials, the costs of the processing of these included in the contract price and these settlement costs will not be calculated separately. These costs however can be chargeable to the set item in case the charges for the contents of the set item are higher than those costs which the contractor has had to reasonably take into consideration.

16.6 In the event that a set item relates to the purchase of materials and the processing of these, the costs of processing are not included in the contract price and will always be separately chargeable to the set item.

16.7 In the event that the agreement includes calculated amounts – and in the event that these amounts differ from the amounts that are needed to complete the work – a settlement will take place for the deviating additional or less costs. This applies with the exception of all purchased materials which are unnecessary due to the agreed upon less work. The contractor has the right to charge the client for these materials.

16.8 Without getting into omission for it, the contractor is able to deny a request for additional or less work, in the event that this has consequences qualitatively for the in that context to be done or completed proceedings or deliveries.

## Article 17: Inclusion and approval

17.1 The inclusion of performed assignments happens on our written, the request aimed to the client, in which it is communicated upon which day the assignment is complete according to our judgement. The client vouches that the inclusion is done by an authorized person.

17.2 The inclusion happens as soon as possible and at the very least within eight days after the in the first paragraph mentioned day. The day and the time of the inclusion will be sent to us in writing in just time and where possible at least three days beforehand.

17.3 After the inclusion has been done, we will be notified in writing within eight days after the inclusion if the execution of the assignment if it is approved or not, in case of the latter with the inclusion of flaws, which are according to the client the reasons for withholding approval. In case the execution of the assignment is approved, then the day of approval will marked as the day upon which the concerning notification is sent.

17.4 In the event that there is no written communication within eight days after the inclusion, regarding the approval or not of the execution of the assignment, then it is deemed that the execution of the assignment is agreed upon the eight day after the inclusion.

17.5 Minor flaws, which can appropriately be mended before a to be followed payment term, should not be a reason to withhold agreement, provided that it does not prevent the commissioning of the work. We will restore the defects meant in this paragraph as soon as possible.

17.6 Regarding a supposed re-opening after withholding agreement the above measures will hold similar application.

17.7 Regarding a re-opening other defaults than those, which are similarly communicated in accordance with the sixth paragraph, solely be reasons for renewed withholding of agreement, in the event that they have been noted first after the preceded inclusion.

17.8 Approval is irrevocable.

## Article 18: Completion

18.1. The assignment is seen as completed and delivered, in case and as soon it is in agreement with the decided in article 17 or it is deemed to be approved.

18.2 In the event that Red Betonbouw did not aim a request for inclusion toward the client, but the client deems the work completed, they will communicate this in writing. The fifth day after sending this statement counts as the day upon which the assignment is deemed complete and delivered.

18.3 The client can put the work, or a completed part of it, into operation before it is completed,



provided that the commissioning does not endanger the sufficient further progress of the work. The client will not do so until after they have communicated this in writing and an inclusion of the commissioning of the work or a part of the work has occurred. The commissioned work, or the commissioned part of the work, is deemed as completed and delivered.

18.4 In the event that damages to the work appear through the commissioning of the work these damages will not be charged to Red Betonbouw.

18.5 That which is decided in this article leaves the right of retention belonging to Red Betonbouw intact and leaves us unconditionally entitled to invoke the right of retention in which case to practice this according to that which is decided in the law.

#### Artikel 19: Payment

19.1 The contractor has the right to request (partial) pre-payment or any other certainties for payment by the client.

19.2 Payment should take place within a expiry period of 30 days after the invoice date, unless parties have agreed upon another payment term in written consent. The justness of an invoice is thereby confirmed when the client did not object within the payment term.

19.3 In the event that an invoice is not fully paid after the expiration of the mentioned term or no direct debit has taken place, the client owes the contractor a default interest with the size of 2% per month, to be calculated cumulatively on top of the principal. Thereby, parts of a month will be included as a full month.

19.4 In the event that after a reminder by the contractor payment is still not completed, the contractor therewith has the right to charge the client extrajudicial collection costs as high as 15% of the invoice amount with a minimum amount of € 150,00.

19.5 In the absence of a complete payment by the client, the contractor has the right to dissolve the agreement, without further notice of default, or to suspend obligations from the agreement up until the client has paid the invoice or has given sound security of payment. The contractor has the aforementioned right of suspension as well in the event that they have legitimate reasons before the client has been in default with the payment to doubt the creditworthiness of the client.

19.6 The transactions completed by the client will be deducted first by the contractor from the obligated interest and costs and then from the payable invoices that have been open the longest, unless the client has communicated in writing with the payment that it is applicable to a later invoice.

19.7 The client may not settle claims made by the contractor with any counterclaims that they have against the contractor. This applies as well when the client has requested (provisional) suspension of payments or has been declared bankrupt.

#### Article 20. Default by a party

20.1 In the event that a party remains in default and in case that the agreement decides that a deadline is appointed to that, the negligent party is immediately in default.

20.2 In the event that a party other does not complete other obligations appointed to them from this agreement and the contractor has informed them of this in writing, this negligent party will be given a reasonable term by the contractor to complete the obligations.

20.3 The client is entitled in urgent cases to take measures on behalf of the defaulting party if they reasonably judge for the benefit of the agreement. The parties will ensure that the costs, coming from the application of the mentioned measures, remain within reasonable proportions.

20.4 In the event that a party is in default on the grounds of that which is decided in the previous paragraphs and continues to fail to fulfil obligations, the contractor is able to dissolve the agreement, unabated their right on compensation and other rights.

20.5 Unabated the decided in the law a party is deemed to be in default by operation of law in case:

- a. they are declared to be bankrupt;
- b. they request suspension of payment;
- c. at the cost of them a third party legally seizes them, unless this is lifted within a months, whether or not against a security;
- d. they discontinue operations.

20.6 In a case such as in the previous paragraph, the client has the right to in the cases of subsection a,b and d. dissolve the agreement without defect immediately and in case of subsection C. after judicial intervention and only if the attachment justifies the dissolution.

20.7 In the event that a party proceeds to collect, the extrajudicial costs are to be charged to the defaulting party with a minimum of 500,00 Euro pronounce: 'five hundred euro'. From the sole fact that a party secured the help from a third party to force the client to exercise fulfilment, shows the obligation of the client to reimburse extrajudicial costs. In the event that within the context of collection methods the bankruptcy of a party is being requested, they are due the usual costs of a request for bankruptcy in the concerning area as well. Regarding legal recovery, including a request for bankruptcy, are aside from judicial costs the interest and extrajudicial costs to be owed as well.

20.8 That which is decided in the previous paragraphs leaves the right of the client intact:

- a. to directly demand the complete payment of that which the defaulting party is owed on the grounds of the agreement;
- b. to make all remaining rights effectual on the subject of limitations as is elsewhere owed in these conditions or in the agreement.

Article 21: Suspension, termination of the work in incomplete state and cancellation

21.1 The client can suspend the execution of the work as a whole or partly. Provisions which the contractor has to enact as a result of the suspension as well as any extra proceedings that should be done in this context, will be charged as additional work. Damages which the contractor experiences as a result of the suspension, including all hours reserved for the suspended period, should be compensated by the client to the contractor.

21.2 In the event that damages to the work come to life during the suspension, these will not be charged to the contractor, unless the contractor could have reasonably overseen the damages and could have informed the client of the possible occurrence of these damages.

21.3 In the event that the suspension lasts longer than 14 days, the contractor likewise the right of payment for all the proceedings done and all the materials delivered to the work, not yet processed, though purchased by the contractor.

21.4 In the event that suspension of the work lasts longer than 1 month, the contractor has the right to terminate the work in incomplete state. In this case settlement should be done along the lines expressed in paragraph 5 or 6 of this article.

21.5 The client is always able to dissolve the agreement fully or in part. The contractor in this case has a right to the contract price, increased with the costs that the contractor has made as a result of the non-completion and lessened with the by them saved costs. The contractor will send the client a specified final settlement for this.

21.6 In the event that the price is depended on actual costs to be incurred by the contractor as had been decided by the parties, the owed price will be calculated at the termination along the lines of the costs made, the proceedings done, and the profit loss for the contractor.

21.7 In the event that the execution of work becomes impossible because the object upon, within, or on which the work should be done is extinguished, without this being able to be attributed to the contractor, the contractor has a right to charge a proportional part of the agreed upon price – based

on the proceedings done and the costs made – to the client. In case of intent or deliberate recklessness on the side of the client, the contractor has the right to the amount as calculated in paragraph 5 or 6 of this article.

#### Article 22. Disputes

22.1 As for the settlement of the in this article meant disputes parties will distance themselves from their rights to submit these to a regular judge, except in the case of the acting on precautionary measures and the services to keep these in place, conducting summary proceedings and except in case of the authority as described in the third paragraph.

22.2 All disputes, whatsoever – included those, which are only determined to be so by one of the parties – that are a result of the agreement or one of the agreements resulting from the initial agreement, that come to exist between parties, are settled by arbitration in accordance with the rules, as described in the statutes from the arbitration board for construction as they are 3 months prior to the establishment of the agreement.

22.3 Deviating from that which is decided in the second paragraph disputes can be brought to the authorized subdistrict court judge, as far as it encompasses the jurisdiction of the subdistrict court judge, by the most interested party.

#### Article 23. Final provision

The Dutch law applies to the agreement and all forthcoming agreements