

General Standard Terms and Conditions for Cold Bending Works (Version 2022-1)

These General Terms and Conditions for Cold Bending Works are applicable to all quotations, Cold Bending contracts, deliveries and all other performances as well as invoices from Maats B.V. (hereinafter "Maats") and for payments to Maats. Divergent conditions of Client are only valid when Maats has agreed and accepted the changes in writing.

1. Definitions:

In these Terms:

- "Client" means the person or company who accepts Maats' written quotation for the Cold Bending Works or whose written order for the Cold Bending Works is accepted by Maats;
- "Maats" means Maats B.V., operation under name of Maats Pipeline Professionals;
- "Principal" means the company for which Client is performing its works and/or deliveries;
- "Cold Bending Works" means the (result of the) cold bending of pipes, either with a conventional or with an internal pipe bending machine that Maats is to perform in accordance with these Terms;
- "Main Contract" means the contract between Client and Principal (including all accompanying Appendices and all applicable regulations and standards). In order to avoid any misunderstanding, it is emphasised that such a contract, if the Main Contract is subject to public procurement regulations, may also consist of specifications or and/or tender guidelines;
- "Contract" means the particular contract for the Cold Bending Works, always to be read in conjunction with these Terms;
- "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made, based on IC 2020;
- "Terms" means these General Standard Terms & Conditions for Cold Bending Works set out in this document completed with any Contract agreed in writing between the Client and Maats.
- "Writing" and any similar expression, includes facsimile transmission and comparable means of communication, including electronic mail or via the world wide web.

2. Interpretation

- a. The documents forming part of the Contract should be read in conjunction with each other and are to be taken as mutually explanatory of one another.
- b. In the event of contradictions between the provisions of the particular Contract and these Terms, the provisions of the particular Contract will take precedence. In the event of other contradictions in or between two or more documents forming part of the Contract, if and in to the extent the relevant interpretation rules in the Main Contract do not provide a solution in that regard, will be given an interpretation, in accordance with the principles of reasonableness and fairness, that best realises the objectives of the requirements concerned.
- c. In no case shall the General (invoicing or administrative) Conditions of the Client (both the existing and any future conditions) apply to the Cold Bending Works (even if these provide that only the General (invoicing or administrative) Conditions of Client shall apply). Client consequently explicitly and irrevocably waives its own (existing and future) General (invoicing and administrative) Conditions.
- d. Both Client and Maats must ensure at all times that all tasks and performance in relation to the Cold Bending Works are realised and, if necessary, supplemented in such a way that no gaps occur (at either the technical or the organisational level).

3. Quotations

- a. All quotations / proposals of Maats are subject to change without notice and without obligation. Validity of all quotations expires automatically 30 days after quotation date. All documents attached to quotation, e.g. drawings, pictures, dimensions, weights and capacities only contain approximate details and no rights can be derived from it.
- b. Availability of machines, parts and/or performance as offered in Maats' quotations always remains subject to confirmation at time of receipt of a written purchase order from Client or mutual signing of a Contract.

4. Prices and taxes

- a. All prices are offered in Euro, excluding VAT (or similar taxes, dues and duties).
- b. All prices in the contract are fixed for the duration of the specific project.

- c. Prices mentioned in the contract solely cover the actual specified actions, performances, costs and expenditure for the realisation of the Cold Bending Works. Any other actions and performances are excluded, unless specific prices are explicitly provided for elsewhere in the Contract;
- d. If items in the Contract are marked as 'EQ' (estimated quantities) these are settled on the basis of the actual quantities performed, only after mutual acceptance in writing. It is both Client's and Maats' responsibility to communicate a difference between the estimated quantities and the actual quantities performed, as soon as such a difference is known. If such a difference in quantities results in an adjustment of the Contract amount, this will be settled with the final invoice for the same project.
- e. All taxes or duties levied outside The Netherlands are the sole responsibility of the Client. If applicable, Maats will charge VAT and other government levies in accordance with applicable (international) laws and regulations, if necessary retrospectively.

5. Order acceptance

- a. Orders are accepted by Maats when confirmed in writing by an authorized employee of Maats. Commitments of Maats' personnel in forms other than in writing are not valid. Maats retains the right to change the Contract due to substantial special design-and-development-related reasons.
- b. No Contract accepted by Maats, regardless of the planned delivery time, is cancellable by Client.
- c. Until the time of performance, Maats is entitled to cancel a Contract in writing without any liability arising on her part to pay damages.

6. Scope of the Cold Bending Works

- a. The execution of the Contract covers all performance necessary to execute the Cold Bending Works in a timely manner, correctly and in accordance with the provisions of the Contract, the applicable regulations (as amended from time to time) and good practice, even if such performance is not explicitly provided for or described in the Contract.
- b. Maats:
 - (i) explicitly declares and acknowledges that it has had sufficient time and opportunity in advance of the signature of the Contract and the execution of the Cold Bending Works to study the Contract details and conditions fully and closely and that it has therefore concluded the Contract with perfect knowledge of what this entails;
 - (ii) as a result of its close study of the Contract details and conditions, regards itself as perfectly able to execute the Cold Bending Works in a timely manner, correctly, in accordance with the provisions of the Contract and to the satisfaction of the Client. Client consequently acknowledges that Maats' acceptance of the Contract can only be based on documents and information that has been made available by Client before signing of the contract. Subsequently: any documents and information that only becomes known to Maats after signing of the Contract might be reason for Maats for claiming any surcharge and/or extension of time on the grounds of any (alleged) lack of clarity, inconsistencies, omissions or gaps in the Contract;
 - (iii) confirms that it is fully aware of the scope and degree of difficulty of the Cold Bending Works and is familiar with the modalities of this Contract and the specific (environmental) conditions at the building site. By commencing the works, Maats accepts the (properties of the) building site (including any existing works or works executed by other parties, on which the Subcontractor must perform further work) in its/their current condition.

7. Realisation of the contract – Entry into force

The Contract is realised and enters into force, regardless of the entry into force of the Main Contract, only after:

- (i) mutual signing by Maats and Client of the particular Contract;
- (ii) receipt of the agreed down payment as per article 13.b in Maats' bank account;

8. Transparency rule – Back-to-Back principle

- a. The Client shall pass on to Maats all data, documents, information, instructions, guidelines, questions and any other information that it receives from their principal and that is relevant for the execution of the Contract. Maats can only be held responsible to comply with information received before start of the Contract and after written acceptance of the same. At all times, Maats, at the Client's request, will provide the Client with all useful or necessary information and documents relating to the Contract that could be of service to the Client for the exercise of its rights pursuant to the Main Contract as soon as possible, taking account of the terms provided for in the Main Contract, where applicable.

- b. All declarations and acknowledgements (directly or indirectly) relating to the Contract which the Client expresses in the Main Contract in favor of the Principal, are only valid if they have been made and confirmed (in exactly the same way) by Maats to the Client.

9. Planning and Default

- a. A detailed planning of the Cold Bending Works is part of every Contract. Such a Contract planning is made by Maats, in close consultation with Client. The planning is based on availability of bending equipment and bending staff, availability of pipes (pipe production schedule) and pipe bending area as well as (expected) project progress.
- b. Any changes in this Contract planning during performance of the Contract, either by changes in the Main Contract planning, upon request of principal or Client are only possible after mutual agreement in writing between Client and Maats.
- c. In the event that a supply of straight pipes is delayed, or in the event that Client anticipates that it will be unable to deliver the necessary straight pipes on the agreed date(s) of delivery, Client must immediately inform Maats, stating the reason for the delay. Such notification does not relieve the Client from its obligation to deliver on time or from all possible remedies of late delivery.
- d. If Client, despite its best efforts, is not able to supply the pipes to the agreed bending location in accordance with the planning, Maats shall, at its free choice, be entitled to either terminate or postpone the Cold Bending Works according to the Contract, in whole or in part, with immediate effect and at its own convenience. Any costs resulting from such a termination or postponement, as far as they are not included in the Contract, are for Client.
- e. If Client suffers damages as a direct result of an unintentional default of Maats to fulfil the conditions of the Contract when due, Client shall be entitled to claim and receive from Maats, as liquidated damages, a financial compensation at the rate of 0,5 % (zero point five percent) of the price of the (part of the) goods or services in delay per full week of delay, but in no event more than 5 % (five percent) of the price of respective (part of the) services. The above remedy shall be in lieu of any and all other remedy that Client may have pursuant hereto, any other contract or at law.
- f. Maats' obligation to deliver the cold bends, and the Client's right to claim compensation for expenses in connection with the delayed or defect delivery from Maats will not be effected in any way whatsoever by payment of liquidated damages according to this clause 9.

10. Performance documents

- a. Maats, at its own risk and expense and under its own responsibility, guarantees the timely preparation, submission for approval, variations and adjustments to all detail and performance drawings and schedules, studies, calculations, tests, investigations, attestations, certificates, administrative and other documents that are required according to the Contract and/or that are useful or necessary for the timely execution of the Cold Bending Works.
- b. Where an approval is applicable, Maats will commence the works only if it possesses the approved performance documents for the relevant part of the works, as approved by the Client. An approval for the same from the Project's principal will only be accepted by Maats after written approval from Client.
- c. For that purpose, Maats will submit the performance documents to the Client at appropriate times (in accordance with the planning and the progress of the works) and in all cases within the terms provided for this in the Contract or, in the absence of this, at the latest within 15 (fifteen) calendar days of a request for these by the Client.

11. Organisation of the Cold Bending location and the Cold Bending Works

- a. Diligent Subcontractor – Maats will always comply with all obligations arising for it from the Contract in good faith, as a partner acting with normal care, in accordance with good practice. Maats will always perform and organise the Cold Bending Works in all respects in such a way that this causes as little obstruction as possible for the road network, local residents and the environment.
- b. Inspections – Client may (arrange to) inspect Maats' compliance with its obligations pursuant to the Contract at any time, with or without prior notification, at the building site, in the Subcontractor's workplaces or at any other location that Maats uses in relation to the performance of the Cold Bending Works. Maats will accommodate the manner in which this supervision by the Client (or by third parties appointed for that purpose by the Client) is organised in practice. All costs for such an inspection, except those directly attributable to Maats' activities will be born by Client.

- b. Building site meetings – unless specifically asked for, Maats will not attend any building site meetings. It is Client's responsibility to forward any and all information that has a direct relation with the Cold Bending Works, the Contract, the Contract planning, Maats' performance or Maats' staff on site from such building site meeting to Maats. As far as such information has a direct effect on the Contract, this must be in written and with the explicit request to countersign as proof of receipt.
Reports/information from building site meetings sent to Maats may be invoked against and are only deemed to have been accepted by Maats after written approval.
- c. Advice and information obligation – As a specialised professional, Maats will inform and advise the Client with regard to the works to be performed. In particular, but not exclusively, Maats will notify the Contractor without delay, in writing, of:
 - (i) provisions of the Contract and guidelines or comments of the Client or its Principal that are abnormal or inconsistent with customary current construction technology and the rules applying to the Contract, which Maats, on the basis of its professional skill and experience, could reasonably have been expected to have noticed;
 - (ii) all incidents and circumstances that arise or threaten to arise and that could delay, obstruct, hamper or otherwise adversely affect compliance with the obligations of Maats pursuant to this Contract.
 Client remains liable for any consequences of aforementioned abnormalities, inconsistencies, facts or incidents to the Contract at all times, before and after such abnormalities are notified by Maats. As far as such abnormalities have an effect on the contract and/or the Cold Bending Works, Maats reserves the right to formulate a claim for additional and/or a change of the scope in the Contract.
- d. Order at the (building) site – During the performance of the Cold Bending Works, Maats guarantees order at the (building) site, though only in relation to the performance of the Cold Bending Works, at all times. Maats will regularly clear and remove demolition materials, rubble and waste from the (building) site and shall always do so in response to an explicit request to that effect from the Client.
- e. Transport, (un-)loading and stockage – transportation of the bending equipment to and from the Bending Location takes place at the risk and expense of Maats. Unloading and loading (after completion of the Cold Bending Works) of Maats' equipment at the Bending Location will be arranged by and for the risk and account of Client, unless specifically agreed otherwise in written. Stocking (where applicable) of the equipment of Maats shall take place at the Bending Location(s) made available for that purpose by the Client, in accordance with the instructions and guidelines of Maats.
- f. Safety and building site rules – In accordance with Client's rules and regulations, Maats will:
 - (i) perform the Cold Bending Works safely at all times, in such a way that no risk exists for the health and safety of all persons present at or in the vicinity of the Works;
 - (ii) strictly comply with and respect the generally applicable safety principles and, if applicable, the specific (building) site rules applying at the (building) site, at all times;
 - (ii) accommodate the measures of the Client and, where applicable, the instructions of the safety coordinator, to ensure safety at the (building) site. More in general, Maats will make every effort to help to realise the objectives of safety coordination (as described in the regulations) and to enable the safety coordinator to fulfil his mission fully and adequately.

12. Acceptance

- a. In principle (i.e. provided that the Cold Bending Works are effectively ready for delivery), the provisional and final acceptance of the Cold Bending Works by the Client takes place immediately after completion of (part of) such works, regardless of the provisional and/or final acceptance by the Principal under the Main Contract.
The Client explicitly acknowledges and accepts that, in case all bends are in compliance with Client's specifications:
 - (i) the Client can in no case withhold the provisional or final acceptance of the Cold Bending Works even if the Principal has not granted provisional or final acceptance of the corresponding works (yet);
 - (ii) the non-acceptance of (part of) the Main Contract by the Principal does not automatically imply the non-acceptance of the Cold Bending Works. Regardless of whether the Principal has withheld the provisional/final acceptance, the Client cannot withhold the provisional/final acceptance of the Cold Bending Works if, in the view of the Client, the Cold Bending Works are not in a condition for delivery at that time.
- b. With regard to the acceptance of the Cold Bending Works, Maats will:
 - (i) participate in the mutual inspection of the works, as provided for in the Main Contract, at the simple request of the Client to that effect;

- (ii) clean the works it has performed and make it ready for delivery, in the absence of which the Client, after notice of default to Maats in that regard has remained without any useful result within 5 calendar days of its dispatch, is entitled to perform/have the relevant works performed at Maats' risk and expense.
- c. Without prejudice to the Client's own right to formulate comments or indicate snags/punch list items, comments formulated or snags/punch list items indicated by the Principal in relation to the Cold Bending Works can be part of the provisional or final acceptance of the Cold Bending Works but only where such formulated comments or indicated snags/punch list items are specified in written by Client to Maats.
- d. After mutual inspection and final acceptance by Client of the Cold Bending Works, provided the absence of complaints/comments or a punch list for the specific items, this applies as acceptance of the corresponding works by the Client. Also the full payment for (part of) the Cold Bending Works can be invoked as action equivalent to acceptance of the Cold Bending Works by the Client.

13. Payment Terms

- a. Payment of invoices to Maats: within 30 calendar days from receipt of invoice, without offset or deduction (and free from any charges, costs, fees and similar), unless agreed otherwise in the Contract.
- b. A down payment is required before mobilization for the Cold Bending Works. Such a down payment is due upon receipt of the invoice, without offset or deduction (and free from any charges, fees and similar). This down payment is a set percentage of the total Contract amount, to be agreed upon between the parties in the Contract.
- c. The expiry date of any payment term is to be regarded as a strict deadline. In case of delay of payment, Client is immediately, without prior notice, in default and Maats will charge from the due date onwards one percent (1%) of interest per month on outstanding payments. In the calculation of this delay interest, the calendar month that has already started, will be calculated as a full calendar month.
- d. All given discounts, even confirmed by Maats, are no longer applicable, if necessary with retroactive respect, when Client is in default. In case of a delay in payment of more than one (1) month, all outstanding amounts become immediately due and payable and Maats is entitled – without obligation to give prior notice – to collect all outstanding payments and to charge Client all related costs (both judicial and extrajudicial). The above compensation for finance charges and related costs is not in lieu of any other remedy that Maats may have pursuant hereto, under any other agreements with Client and/or at law.
- e. In case of a delay in payment of more than one (1) month, Maats is entitled – without obligation to give prior notice – to either postpone or cancel the remaining Cold Bending Works and to demobilize its personnel and equipment at its first convenience.

14. Duty to Cooperate, Cancellation

- a. Where Maats will be performing Cold Bending Works on site, Client shall assist Maats in the performance of such Works by providing (at her sole expense and at such time and place as Maats may request) sufficient qualified personnel, equipment and any other type of goods or support (e.g. winches, lifting devices, rails, electricity, etc.) as may be necessary to perform the services. Any on-site infrastructure necessary for the provision of the Cold Bending Works (e.g. providing a levelled and firm surface for the bending equipment etc.) shall be completed prior to the arrival of the Maats personnel and equipment at the site. Furthermore, it shall be Client's sole responsibility to effect and maintain such adequate security measures on the work site as may be necessary to properly protect personnel and equipment. Maats assumes no liability whatsoever with respect to the acts or omissions of any auxiliary personnel assigned to it for the purpose of the performance of her services or for any damages to or damages caused by the equipment and any other goods put at Maats' disposal by Client.
- b. If the site-location is on (or to be reached by traveling through) a so called 'orange or red' danger zone, determined by the Dutch government, Maats is no longer obliged to (and will not) provide the agreed Cold Bending Works. In such case Client will not be compensated for this non-performance, if the costs for this service are not explicitly stipulated in the mutually signed Contract, a non-performance for this reason may never affect the payment obligations towards Maats.
- c. Force Majeur: The agreed period(s) or date(s) of performing the Cold Bending Works shall automatically be extended for such period of time as Maats is prevented from or delayed in complying with her respective obligations by causes beyond Maats' control, including, without limitation, any act of God, accident, earthquake, explosion, fire, flood, strike, act of a public enemy, war, rebellion, insurrection, sabotage, pandemic, transportation delay, shortage of raw material, energy or machinery, executive, judicial or administrative act, regulation order or decree of any government (collectively "Events of Force Majeure").

Any such Event of Force Majeure shall also automatically suspend, for her respective duration, the legal consequences of any default situation for which Maats is to be held responsible. Should Maats cancel such order in full or in part in accordance with the above, Maats shall refund Client any such amount of payments as is attributable to the cancelled part of the order decreased by any costs made prior to such Event of Force Majeure and Client shall not be entitled to any other compensation and/or remedy with respect to the so delayed or cancelled order (or part thereof).

- d. Upon occurrence of any Event of Force Majeure as mentioned in article 14.c. **Error! Reference source not found.**, Maats may delay or cancel unfulfilled orders in full or in part by giving written notice thereof. Should Maats cancel such order in full or in part in accordance with the above, Maats shall refund Client any such amount of payments as is attributable to the cancelled part of the order and Client shall not be entitled to any other compensation and/or remedy with respect to the so delayed or cancelled order (or part thereof).

15. Defects, warranty, indemnification

- a. Client shall have the right to inspect for her own account the Cold Bending Works at the location where such performances are supplied by Maats, prior to delivery. If nothing emerges from the inspection or if Client does not use her right to inspect the Cold Bending Works, Maats is deemed to have performed in accordance with the Contract.
- b. Any damages, defects or other non-compliances with the Contract, that Client could not reasonably have detected in the course of such thorough inspection mentioned above and that become apparent thereafter, shall be notified to Maats immediately upon their detection, but in no event later than within 4 (four) weeks after (on location) performing the Cold Bending Works. In her written notification, Client shall specify the damage, defect or other non-compliance with Contract detected, the number and date of the respective delivery documents and/or invoice and the circumstances under which such damage, defect or other non-compliance with order became apparent. Should Client not comply with any of the above requirements, performances will be deemed accepted. Client shall compensate Maats for the costs incurred as a result of or in relation to any non-justified claim and/or any claim that does not comply with the above requirements.
- c. Maats obligation and Client's sole remedy in case of any rightfull claimed defects are limited to either the repair or replacement at Maats' option and expense of any good (or part thereof). For the purpose of the Sections hereafter collectively referred to as "Remedies": If Maats repeatedly fails in her performance of the Remedies and Client so requests, Maats undertakes at its option to grant Client a reasonable price reduction. The Remedies shall be the only remedies available to Client. Title to the Items replaced by Maats in the course of the performance of the Remedies shall pass to Client. The costs of corrective actions performed by Client or third parties mandated by Client shall not be reimbursed by Maats unless mutually agreed in writing prior to remedy.
- d. If Maats is performing a warranty/service for a defect/default which retrospectively appears to be caused by Client, all costs, including but not limited to: travelling expenses, food/lodging and overtime hours will be invoiced separately by Maats and reimbursed in full by Client.
- e. In order to give Maats the possibility to correct defects, Client shall grant Maats a remedy period of not less than 14 (fourteen) calendar days from the receipt of a written request from Client; such remedy period shall be reasonably extended in case the operating conditions of Maats so require or resulting from the location of the Items to be corrected. Should Maats elect to perform the necessary corrective actions at the facilities of Client, then Client shall grant Maats reasonable and safe access to the respective Items.
- f. Should the Items to be corrected be located in a place other than the main offices of Maats, then Maats shall bear the cost of the corrective action only to such extent as would have been caused if the corrective actions would have performed at the main offices of Maats.
- g. Any remedies or rights of Client (whether under contract or at law) other than those specified herein above are herewith excluded.
- h. If Maats has designed, developed or manufactured equipment on the basis of or considering construction data, drawings, models or other recommendations from Client, then Maats shall in no event be held liable for the correctness, fitness for purpose or other aspects that may derive from such data or recommendations of Client, and undertakes no obligation whatsoever other than to use Equipment (including performed services) in compliance with the data or recommendations furnished by Client.

16. Liability

- a. Maats is liable for the proper performance of the Cold Bending Works and is, towards the Client, liable for all the subcontractors, service providers, suppliers and other third parties that it deploys in relation to the execution of the Cold Bending Works.
- b. Maats can never be held responsible for the quality of straight pipes, provided by or on behalf of the Client, intended for the Cold Bending Works. This quality considers but is not limited to the steel grade, size tolerances (both diameter and wall thickness), ovality, weld seam quality and external coating or insulation. By supplying pipes intended for agreed Cold Bending Works, Client guarantees that said pipes are in full compliance with project specifications as well as comply with applicable national and international standards.
- c. Maats is not responsible for the quality of the bent pipes from the moment of its first storage after removing the bent pipe from the (internal) cold bending machine. Herewith any liability is disclaimed for damage that occurs during or after additional handling, loading, transport, unloading, stringing or construction (lowering, welding, insulation) of the bend.
- d. Client remains responsible for its subcontractors at all times, including any crane operations for pipe handling before, during and after the Cold Bending Works, even where Client does not have a responsible representative present. Only where Maats is explicitly responsible for pipe handling during the Cold Bending Works (ie. the crane/pipe handling equipment is arranged by and for the account of Maats), they can be held responsible for any or all damage that occurs during the pipe handling (feeding pipes to and removing bends from the (internal) cold bending machine) during the Cold Bending Works.
- e. Client must indemnify and hold harmless Maats against and from any third party claims (including but not limited to the principal) against Maats in relation to the execution of the Cold Bending Works.

17. Intellectual property rights

- a. All intellectual property rights, whether registered or not, belonging to either of the parties prior to any Contract under these Terms, or developed independently by either of the parties without reference to the cooperation or the information shared between the parties, shall be and remain with said party during and after a Contract under these Terms.
- b. Any discoveries, inventions, improvements, processes, designs, drawings, documentation and other materials ("Items") produced by, for or on behalf of Maats solely for the purposes of Maats' delivery to the Client, shall be and remain the exclusive property of Maats, unless such Items are specifically ordered and paid for by Client. If specifically ordered and paid for by Client, Maats (and its (sub-)suppliers, agents and employees) shall treat such Items as confidential information owned by the Client. Any and all intellectual property rights, including copyright, in all such Items shall be owned exclusively by the Client and Maats will provide Client with all information, documentation and materials, which the Client may reasonably request for the purpose of allowing the Client to fully protect and exercise its proprietary rights in those items.

18. Confidentiality

- a. Either party shall keep confidential any information received from the other party related to the project, Contract or the commercial relationship between the parties, always provided that the information received is not already provably known to the public.
- b. Confidential information shall, for the avoidance of doubt, include all drawings, technical documents or other technical information relating to the project, the used equipment, the production hereof and/or the respective parties, submitted by either of the parties, prior or subsequent to the signing of the Contract. Such information or material shall remain the property of respective parties and may not, without the written consent of the other party, otherwise be used for any other purpose than for which they were provided, including be copied, reproduced, transmitted or communicated to a third party.

19. Applicable law and place of performance

- a. These Terms and all rights and obligations under contracts between Maats and Client shall exclusively be governed by and construed in accordance with the laws of The Netherlands. All disputes will be settled by negotiations between the Parties. If however the Parties do not come to a settlement within 3 months, the dispute shall be submitted to the exclusive jurisdiction of the competent court in Almelo (Court of Overijssel), the Netherlands.
- b. The language for such proceedings will be Dutch. Alternatively the language can be English, if so, the case will be submitted to the Netherlands Commercial Court in Amsterdam.

- c. The place of performance for any contract (including any additional services performed in relation to such contract) shall remain at the main office of Maats in the Netherlands.

20. Final conditions

- a. (Temporary) company forms without legal personality – In order to avoid any misunderstanding, it is emphasised that if the Client takes on the form of a (temporary) company form without legal personality (unless explicitly provided otherwise in the particular conditions):
- (i) the partners in such a (temporary) company form without legal personality are jointly and severally liable towards Maats, and
- (ii) the term 'Client' in the contract will refer both to the actual (temporary) company form without legal personality and to the individual partners of the (temporary) company form without legal personality.
- b. Damage limitation obligation – The Client undertakes to always take all reasonable damage limitation measures at its own expense if, pursuant to the provisions of the contract, it is entitled to compensation for damage suffered from Maats.
- c. Entire agreement – The Contract contains all agreements between the parties regarding the subject of the Contract and replaces all previous agreements, correspondence and exchanges of information in that regard between the parties. Any comments or reservations of the Client concerning the provisions of the Contract will be regarded as unwritten unless such reservations or comments have been explicitly accepted by Maats. The parties explicitly declare and acknowledge that the Contract is the result of negotiations between equal parties and that all amounts and compensation for damage included therein are consistent with the damage that the parties could reasonably have foreseen.
- d. Legal proceedings – Without prejudice to any shorter (reporting) terms applying on the basis of this Contract, every legal claim relating to the Cold Bending Works by Maats must be filed with the competent court or tribunal in all cases, on pain of lapsing, within one year of the date of the granting of the provisional acceptance, regarding facts or circumstances that occurred prior to the provisional acceptance.
- e. Continuing obligations – The end or termination of the Main Contract (regardless of the reason for this) is without prejudice to the Clients' obligations that, by their nature, are intended to continue after the termination of the Contract.
- f. Relative nullity – In as far as possible, the parties waive their right to invoke the nullity or voidability of the Contract.
- g. Assignment or delegation – Client shall not directly or indirectly assign the order or any of her rights or obligations hereunder to a third party, without the prior written consent of Maats.

21. Severability

- a. Should any individual provision or any part of any provision be or become void, illegal or unenforceable, the validity of the remaining provisions hereof shall in no way be affected. In such case the void and/or unenforceable provision or provisions shall be replaced by relative provisions coming as close as possible to the sense and spirit and purpose of these Terms.