



GENERAL SALE AND DELIVERY CONDITIONS DALSEM

GENERAL CONDITIONS

of the companies **DALSEM B.V.**, **DALSEM TUINBOUW PROJECTEN B.V.**, **DALSEM HORTICULTURAL PROJECTS B.V.**, **DALSEM INTERNATIONAL B.V.**, **DALSEM GREENHOUSE PROJECTS B.V.**, **DALSEM GREENHOUSE TECHNOLOGY B.V.**, **DALSEM HORTIGREEN B.V.**, **DALSEM EXPORT PROJECTS B.V.**, **DALSEM MUSHROOM PROJECTS B.V.**, and their group companies.

Registered with the District Court of The Hague on December 10, 2009 under no.114/2009

Article 1: Applicability

1. These Conditions apply to all offers and all contracts of any nature whatsoever between Dalsem B.V. or Dalsem Tuinbouw Projecten B.V. or Dalsem Horticultural Projects B.V. or Dalsem International B.V. or Dalsem Greenhouse Projects B.V. or Dalsem Greenhouse Technology B.V. or Dalsem HortiGreen B.V. or Dalsem Export Projects B.V. or Dalsem Mushroom Projects B.V. and its group companies (hereafter called: Dalsem) and its contracting party (hereafter: the customer) insofar as the parties do not expressly agree other conditions.
2. Applicability of general conditions of the customer are expressly rejected.

Article 2: Offers

1. All offers, including prospectuses, price lists and documents are completely non-binding, unless otherwise indicated.
2. The offers are based on the data, drawings, technical descriptions and the like provided by the customer, which Dalsem may assume to be accurate.
3. The prices set out in the offers only relate to those deliveries and/or work which are expressly described in the offer and are exclusive of VAT unless otherwise indicated.
4. Dalsem retains the copyright and all other intellectual and industrial property rights in all designs, sketches, drawings, illustrations, models, programs, etc. that it provides. The foregoing will remain its property and may not be copied, shown to third parties or used in any other way without the express consent of Dalsem.
5. If the assignment is not granted to Dalsem, the offer, complete with designs, sketches, drawings, illustrations, models, programs, etc. is to be returned to Dalsem free of charge within 14 days after the date when the decision was made not to grant the assignment to Dalsem; failure to do so is subject to a penalty of EUR 450 per day.

Article 3: Creation of contracts

1. Contracts are first created by written confirmation by the Board of Directors of Dalsem or by an employee of Dalsem who has been granted power of attorney or by actual performance of the assignment and subject to the suspensive condition that the information gathered by Dalsem shows that the customer is sufficiently creditworthy.
2. If an assignment has been made dependent on financing and/or permit(s) to be obtained and such cannot be reasonably obtained within the agreed period or, in default thereof, a time period to be determined by

Dalsem, the contract will legally be cancelled. If, however, it appears that the customer has given the assignment or a similar assignment to a third party within 12 months after the expiry of the above-intended time period, the customer is liable to Dalsem and the damage relating to loss of profit will be set at 15% of the purchase/contract price, without prejudice to the right of Dalsem to prove and demand greater damage.

3. If financing has or can be obtained but for a lower amount or subject to other conditions, the parties will amend the contract upon mutual consultation with the goal to perform the contract in accordance with the original intention as much as possible.

Article 4: Prices

1. Agreed prices are based on the price basis of materials, wages and the like applying at the time of the creating of the contract and are, unless the contrary is expressly indicated, ex factory, work place or warehouse and exclusive of VAT.
2. Unless expressly otherwise indicated, the following are not included in the price:
 - a. ground, pile-driving, demolition, foundation, bricklaying, carpentry, plastering, painting, wallpapering, repair or other construction work of any nature whatsoever;
 - b. the costs of connections to the main network of sewerage, gas and water and the electricity network;
 - c. additional help for moving those components which are not to be dealt with by Dalsem itself as well as all hoisting machines, tackle and other machines to be used for this work;
 - d. taking measures to prevent damage to goods which are affixed to, on or near the work;
 - e. the extra costs for removal correlating with the nature of the material to be removed, such as dangerous goods and/or chemical waste;
 - f. transportation, delivery and packing costs, insurance, levies and taxes.
3. If the customer makes materials, raw materials or other articles available for the execution of the assignment, Dalsem has the right to include an amount in the price which is equal to 10% of the cost price of the additional goods.
4. If Dalsem agrees a particular price with the customer it is nevertheless entitled after expiry of a term of 14 days after the creation of the contract to increase said price if factors which determine the cost price have increased. Dalsem will inform the customer of such price increase, with a break-down, as soon as possible. Payment will be made in accordance with the provisions elsewhere in these Conditions regarding payment. If the aforementioned price increase is in total more than 20% of the agreed price exclusive of VAT, the customer is entitled to dissolve the contract, provided he informs Dalsem of this fact in writing immediately after being informed as to the price increase. In the event of annulment the customer is not entitled to compensation.



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Article 5: Delivery and assembly

1. Unless otherwise agreed delivery is ex factory, work place or warehouse, at Dalsem's election.
2. Necessary packing will be charged at cost price and will not be taken back. Whether packing is necessary is at Dalsem's discretion.
3. Delivery times commence on the last of the following time periods:
 - a. the day after the contract is created;
 - b. the day after Dalsem has become familiar with all documents, information, designs, sketches, drawings, models, permits, etc. required for the performance of the contract;
 - c. the day after Dalsem has been informed as to the completion of all formalities required for the performance of the work;
 - d. if the customer has made a reservation as referred to in Article 3, Paragraph 2 of these Conditions, the day after the customer has informed Dalsem in writing that the requisite financing and/or permit(s) has/have been obtained;
 - e. the day after that on which the land on which the structure to be built by Dalsem has been made available to Dalsem in a clean and vacant condition.
4. Delivery terms and dates are set in the expectation that there will be no changes in circumstances and that the requisite material is delivered to Dalsem in time. An agreed delivery time is thus always indicative and time is not to be deemed of the essence.
5. If delay arises due to a change in circumstances and/or late delivery of the requisite materials to Dalsem, the delivery time will be extended by the term of such delay. The delivery time will also be extended by the time during which the customer has not paid any amount owing to Dalsem after such amount has fallen due. Without prejudice to the provisions on force majeure in these Conditions, the delivery time will further be extended by an equal number of working days as the days during which the construction teams of Dalsem could not work at other buyers/customers due to unfavourable weather circumstances (such as rain, hail, frost, snow, black ice, storm, wind gusts, fog and the like) in the period between entering into the contract and the delivery date and consequently the construction schedule of Dalsem was disrupted.
6. In the event the indicated delivery times are exceeded, the customer will never be able to refuse the goods to be delivered or the work to be carried out or to unilaterally dissolve the contract or to carry out work itself to perform the contract or to refuse to perform any other obligation to which he is subject under such contract. Nor can exceeding the indicated delivery time lead to compensation or penalty, unless the contrary is expressly agreed.
7. At his own expense and risk the customer will ensure that the personnel of Dalsem can commence and carry out the work without disruption, that the access roads to the site where the structure is to be set up are suitable for transport, that the indicated building site is suitable for storage and assembly, that the requisite lockable dry storage places for material, tools and other items are available, that the necessary gas, water and electricity, heating and lighting are available, that there is suitable housing, proper sanitation facilities and facilities for the personnel of Dalsem as required under the ARBO (Working Conditions Act) legislation or similar legislation in the country of performance are available and that all safety and other precaution measures have been taken and maintained. The customer indemnifies Dalsem against claims and/or damage in connection with the non-performance of the provisions of this article.
8. The customer is obligated to ensure that the work to be carried out by Dalsem can be carried out on the indicated dates under conditions that comply with the prevailing statutory rules and regulations and that the materials delivered by or on instructions of Dalsem can be stored in such places and in such manner that they would not reasonably suffer damage nor be stolen. Any damage which Dalsem may suffer as a consequence is at the expense of the customer.
9. Dalsem is permitted to deliver goods sold in partial deliveries unless a partial delivery would not have any independent significance. If goods are delivered in partial deliveries Dalsem is entitled to invoice each partial delivery separately.
10. The customer is obligated to take the purchased goods at the time when they are delivered to him or are completed. If the customer refuses to take the goods or continues to fail to provide information and/or instructions which are necessary to take the goods or accept completion, the goods or the work will be stored at the risk and expense of the customer.
11. Work will be deemed completed when:
 - a. either Dalsem has informed the customer in writing on what day the work would in its opinion be completed and the latter has approved the work after inspection; Dalsem will be informed in writing of the day and time of inspection in time (at least seven days in advance) and representatives of Dalsem will be given the opportunity to be present at the inspection; in the event that approval is not given, contrary to the provisions of Article 14 regarding complaints, the customer is obligated to inform Dalsem in writing of the refusal to approve the work within five days after the inspection, setting out the reasons; minor defects which can be rectified within thirty days after inspection will never impede completion; or
 - b. the customer has failed to inspect the work within fourteen days after the completion date indicated by Dalsem; or
 - c. the customer has failed within five days after inspection to send Dalsem written notice as to whether the work has or has not been approved; or
 - d. the customer (prematurely) takes the work into use with the understanding that in the event of (premature) taking into use of part of the work that part will be deemed completed.



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Article 6: Risk and insurance

1. All goods and/or materials are as of the time that they have left the factory, work place or the warehouse of Dalsem at the risk and expense of the customer, unless otherwise agreed. In the latter case Dalsem will only be liable until the time of delivery of these goods and/or materials.
2. Upon arrival of the goods and/or materials at the destination, the customer is to take note of the condition of the goods and/or materials. If it appears that the goods and/or materials have been damaged he is to take all measures to prevent further damage and to obtain compensation.
3. The customer is to take out adequate insurance that provides cover against damage caused by or relating to the deliveries and/or work, damage to the work and the property of the customer and/or third parties and other damage. On request Dalsem can mediate in obtaining such insurance.

Article 7: Performance of the contract

1. In the performance of the contract those deviations which Dalsem considers necessary, useful or desirable will be permitted.
2. Dalsem indicates measures and weights as approximates only; any action relating to differences in measurements and weights is excluded.
3. Unless otherwise agreed, the necessary materials will be of normal trade quality. All materials remaining after construction are the property of Dalsem and may be removed from the construction site by Dalsem, unless Dalsem has used materials of third parties.
4. If Dalsem shows or provides a model, sample or specimen, such will only have been shown or provided as an indication: the features of the goods to be delivered may deviate from the model, sample or specimen, unless the contrary is expressly agreed.
5. If the goods to be delivered are to be used outside of the Netherlands, Dalsem is only responsible to ensure that the goods to be delivered meet the technical requirements or norms which are set by laws or provisions of the country where the goods are to be used if when entering into the contract it was informed of the use abroad and the relevant technical requirements. All other technical requirements which the buyer sets for the goods to be delivered and which deviate from the normal requirements are to be expressly specified by the customer when entering into the contract.

Article 8: Retention of title

1. Dalsem remains the owner of the goods delivered and to be delivered by Dalsem until the customer has performed all obligations under all purchase/contract agreements entered into with Dalsem, including counter-performance with regard to goods delivered or to be delivered, the counter-performance with regard to services provided or to be provided by Dalsem pursuant to the purchase/contract agreement as well as any claims based on non-performance by the customer of (a) purchase/contracting agreement(s).
2. As long as title has not passed to the customer, the customer may not grant any form of pledge or

mortgage on the goods or grant a third party any other right thereon subject to the provisions of Paragraph 6.

3. If third parties wish to establish or invoke any right on the goods delivered subject to retention of title (including seizure of the goods) the customer is obligated to inform Dalsem in writing as soon as may be reasonably expected of such fact; failure to give such notice is subject to a penalty of 10% of the unpaid part of the purchase/contracting price.
4. The customer is obligated to store the goods delivered subject to retention of title with due care and to clearly mark such as the property of Dalsem.
5. The customer is obligated to insure the goods, and keep them insured, for the duration of the retention of title against fire, explosion, water damage and against theft and to allow Dalsem to inspect the policy of said insurances at its first request. The customer will pledge all claims of the customer on the insurers with regard to the goods delivered subject to retention of title based on the aforementioned insurance, as soon as Dalsem requests such, to Dalsem in the manner indicated in Section 3:239 of the Dutch Civil Code as security for the claims of Dalsem on the customer.
6. Goods delivered by Dalsem which by virtue of Paragraph 1 fall under the retention of title may not be sold on or transferred without the prior written permission of Dalsem. All claims which the customer acquires against its buyers when selling on the goods delivered by Dalsem subject to retention of title may not be pledged to third parties without the prior written permission of Dalsem. The customer undertakes, as soon as Dalsem requests such, to pledge the aforementioned claims to Dalsem in the manner indicated in Section 3:239 of the Dutch Civil Code as security for the claims that Dalsem may have on the customer under any heading whatsoever.
7. The customer is obligated to grant all cooperation to all reasonable measures that Dalsem wishes to take to protect its title to the goods delivered and to be delivered.
8. If the customer does not perform his obligations or there is a well-founded fear that he will not perform his obligation Dalsem is entitled to tear down the structure which is subject to retention of title and to take back goods delivered subject to retention of title and to retrieve goods from the customer or from third parties holding such goods on behalf of the customer. After retrieval the customer will be credited for the market value up to a maximum of the original purchase price, decreased by the costs which Dalsem incurred in relation to such retrieval.

Article 9: Contractual variations

1. All changes in the goods sold or the work taken on, either by special instruction of or on behalf of the customer, or by a change in the design, or due to changes in the work prescribed by the government, or because the data provided not to correspond with the actual performance of the construction or if there is a deviation from estimated quantities, or due to measures which turned out to be necessary in order to prevent unforeseen complications or to solve problems which arose (such as, inter alia, the increasing the weight or reinforcement of the foundations of the structures) will be considered contractual variations if consequently there is an increase or decrease in the concomitant



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- costs. The lack of any written instruction for additional work is without prejudice to any claims to charge for such work.
2. If after concluding the contract it is determined in consultation with the customer that the surface of a structure to be built is to be bigger or smaller than was originally determined, Dalsem is entitled to charge the customer for the actual additional costs arising as a result of the additional work and to deduct any cost saving relating to a reduction in the work from the amount owed, so that Dalsem is not bound to increase or reduce the original purchase/contracting price by an amount that is proportional to the increase or reduction of the original surface of the structure.
 3. Additional work will be calculated on the basis of the factors which determine the price applicable at the time that the additional work is to be carried out and reduced work will be calculated on the basis of the factors determining the price applicable at the time the contract was concluded.
 4. The additional work will be charged at the next payment instalment and reduced work will be settled at the time of final payment.
 5. If at the final payment it appears that the total of the reduced work exceeds the total of the additional work, Dalsem is entitled to an amount equal to 10% of the difference of these totals, unless the request for reduced work came from Dalsem.
 6. The provisions of Section 7A:1646 of the Dutch Civil Code do not apply to the contract between the customer and Dalsem.

Article 10: Force majeure

1. Force majeure means any circumstance which hinders performance of the contract and which is not attributable to Dalsem. Such circumstances will include, if and insofar as such circumstances make performance impossible or would make it unreasonable to demand performance, (civil) war, threat of war, revolution, riot, mobilisation, import and export prohibitions, work cessation and lock-outs, fire and other disruptions in the business of Dalsem or in the business of one or more of its suppliers or sub-contractors, transport obstructions, a lack of materials, raw and auxiliary materials or parts which were ordered in time, flood, storm, wind gusts, frost, black ice, snowfall, fog, hail, rain, traffic disruptions, disruptions in the supply of electricity, government measures and in general all circumstances, events, causes and consequences which are beyond the control of Dalsem.
2. Without prejudice to any further rights accruing to it, Dalsem is entitled, if it is hindered by force majeure from performing the contract in time, at its election, to suspend the performance of the contract for the duration of the force majeure situation for a maximum of six months without being liable for compensation or otherwise, or to amend the contract in such way that performance is possible. If the period during which performance of the obligations of Dalsem is not possible due to force majeure lasts longer than six months each of the parties is entitled to dissolve the contract without any liability for compensation arising in this respect.
3. Dalsem also has the right to claim force majeure if the circumstance that hinders (further) performance arises

after Dalsem should already have performed its obligation.

4. If Dalsem has already partly performed its obligations or can only partly perform its obligations it is entitled to separately invoice the goods already delivered or the part already completed and the customer is bound to pay this invoice as if it related to a separate contract.

Article 11: Payment and security

1. Unless otherwise agreed, payments are to be made within 30 days after the invoice date by transfer of the amount owing to the account number indicated by Dalsem or in another manner indicated by Dalsem and are to be made without any discount, set-off or suspension.
2. Unless otherwise agreed in writing in the event of structures and contracting work invoicing will take place on the following dates:
65% upon delivery of the materials;
30% upon commencement of the assembly or installation;
5% upon completion.
Contrary to the provisions of Paragraph 1, payment of these invoices is to be made within 5 days after the invoice date.
3. Costs which were advanced at the expense of Dalsem are to be settled by the customer upon payment of the last instalment.
4. After the expiry of the term set out in Paragraph 1 or Paragraph 2 respectively the customer is in default; as of the due date he owes compensation for interest on the outstanding amount of 2% above the statutory interest with a minimum of 12% per year, whereby part of a month will be calculated as a whole month, which compensation will be owed without need for notice of default.
5. In the event of liquidation, bankruptcy or moratorium on payment of the customer his obligations will become immediately claimable.
6. Payments made by the customer are at all times to serve in the first place as payment for all interest and costs owing and in the second place as payment for the outstanding invoices which have been due the longest, even if the customer states that the payment relates to a later invoice.
7. Dalsem is entitled to charge a credit limit supplement of 2% which is not owed in the event of payment within 30 days after the invoice date.
8. At the first request of Dalsem the customer is immediately bound to provide satisfactory - to be evaluated by Dalsem - security for the performance of the obligations of the customer under the contract, regardless of whether such performance is already claimable or not.

Article 12: Liability

1. Dalsem is only liable for damage suffered by the customer and/or for defects in the work and/or goods delivered subject to the provisions of Article 13 of these Conditions without prejudice to all limitations and exclusion of liability which are included in these Conditions and without prejudice to the provisions hereafter.
2. Dalsem is only liable for damage suffered by the



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customer which is the immediate and direct result of a shortcoming attributable to Dalsem with the understanding that liability is under all circumstances limited to the amount of the purchase/contracting agreement. The following limitations further apply in this respect:

- a. trading loss (cessation of business or delay disruption, expenses, loss of income, etc.) of any kind whatsoever and arising due to any cause whatsoever is not eligible for compensation. The customer should therefore himself take out insurance in this respect if so desired.
 - b. nor is damage, of any kind whatsoever, which is caused to goods which are being worked on or to goods which are in the vicinity of the work site, which damage is caused by or during the performance of the work or the assembly of goods delivered or installations, eligible for compensation, unless and insofar as Dalsem has taken out insurance in this respect at the request of the customer, which insurance provides a claim for payment.
 - c. nor is damage connected with defects to structures built in accordance with a design not made by Dalsem or damage connected with information and/or advice provided by or on behalf of the customer eligible for compensation. Dalsem is not liable with regard to the functional suitability or quality of materials which are used by it on request or instruction of the customer. Functional suitability is understood to mean the suitability of the material or the component for the purpose for which it is intended.
 - d. furthermore, the following damage is also not eligible for compensation: the damage arising due to not being able to plant the land on which construction is taking place or not being able to plant it in time or other land in use by the customer, damage caused to crops, damage arising due to structure damage of the soil, damage as a result of a particular soil condition and/or application of chemical or other substances or means which Dalsem has used and which could affect the objects or components delivered or damage due to personal accidents.
 - e. Dalsem is not liable if the customer does not demonstrate that he has frequently and properly checked and/or measured whether the values for light, temperature, CO², air, other operating circumstances, quantities, dosages and the like measured and/or indicated by equipment correspond with the true values.
3. The above limitations do not apply if the damage is attributable to intent or gross negligence which is to be deemed equal to intent on the part of the directors of Dalsem or its managerial subordinates. In such case the compensation will in any event not be more than EUR 450,000 per event causing damage, whereby a series of related events will be considered one event.
 4. The customer undertakes to indemnify Dalsem against

all damage, costs and interest which might arise as a direct or indirect consequence of claims of third parties in connection with any delivery obligation vis-à-vis the customer or to any goods delivered and/or advice given to or on behalf of such third parties or damage which is caused by use of drawings, plans, data, samples, models, programs, materials or components or by application of working methods which have been given or prescribed to Dalsem by or on behalf of the customer.

Article 13: Guarantee

1. Subject to the limitations set out hereafter and the limitations and exclusions of Article 12, Dalsem guarantees the soundness of the work taken on and of the materials delivered by it during a period of one year to be calculated as of the day such is/are taken into use or as of the completion if such took place earlier or as of the day upon which the customer has taken receipt of the goods and/or installations delivered by Dalsem. No guarantee is given with regard to defects which are wholly or partly the consequence of any government regulation regarding the nature or the quality of the materials used.
2. All defects for which the customer can prove that they have arisen within the aforementioned guarantee term exclusively or predominantly as a direct result of an inaccuracy in the construction designed by Dalsem or as a result of defective completion or due to use of poor material will be repaired by Dalsem free of charge. The customer must at all times give Dalsem the opportunity to repair any defect. Without prejudice to the provisions of the first paragraph of this article, as regards materials and/or goods which Dalsem has acquired from third parties, Dalsem does not give any better guarantee than that which Dalsem was given by the supplier or manufacturer in question. Dalsem may elect to replace the item if repair is burdensome. The customer is only entitled to replacement if it is not possible to repair the good.
3. The goods for which the guarantee is invoked may only be sent back by the customer after prior permission of Dalsem. Goods which are sent back but which are not found to be defective will be returned to the customer at his expense, whereby the customer will also owe the costs incurred by Dalsem with regard to the investigation(s) instigated following the complaint.
4. Defects arising due to normal wear and tear, inexpert or incorrect handling or maintenance or which arise after a change or repair by or on behalf of the customer himself or third parties are not covered by the guarantee.
5. After repair or replacement in the framework of these guarantee provisions, the guarantee term will not be extended and the guarantee terminates at the time that the original term would terminate.
6. The guarantee only applies if the customer has performed all its obligations to Dalsem, both financially and otherwise, or has provided satisfactory security therefore.
7. Alleged non-performance by Dalsem of its guarantee obligations does not release the customer from its obligations ensuing from any contract with Dalsem.



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Article 14: Defects; time period for complaints

1. The customer is to inspect the goods purchased upon delivery or as soon thereafter as possible. He should check whether the delivered goods are in accordance with the contract, i.e. whether the correct goods have been delivered, whether the quantity of goods delivered corresponds with what has been agreed and whether the goods delivered meet the agreed quality requirements or, if there are no such requirements, they meet the requirements which may be set for normal use and/or normal trade purposes.
2. If visible defects or shortcomings are noted in goods, the customer is to inform Dalsem of this in writing within two days after delivery. The customer is to inform Dalsem in writing of invisible defects as soon as possible but in any event within eight days after discovery thereof. In the event these time periods are exceeded any claim of the customer with regard to such defects will have lapsed. Even if a complaint is lodged in time, the obligation to pay and accept orders will continue to be in force.

Article 15: Suspension and dissolution

1. In the event the customer does not perform any obligation vis-à-vis Dalsem, does not perform such properly or does not perform such in time, agrees to a composition of creditors, petitions for a moratorium on payment, is declared to be in a state of insolvent liquidation, terminates or alienates his business, dies or (in the event that he is a company) is dissolved, a guardian or receiver is appointed for the customer, his real or personal property is seized or expropriated, claimed, destroyed or seriously damaged, the customer legally or factually moves his residence abroad or if after the conclusion of the contract with Dalsem other circumstances come to Dalsem's knowledge on the basis of which it has good grounds to fear that the buyer will not be able to perform his obligations the customer is deemed to be legally in default and Dalsem is entitled to suspend (including the exercising of any right of retention) further performance of the contract without the need for any notice of default or judicial intervention and/or to dissolve the contract in whole or in part, without prejudice to the right of Dalsem to claim compensation.
2. If circumstances arise with regard to persons and/or materials which Dalsem uses or intends to use in the performance of the contract which are of such nature that the performance of the contract becomes impossible or so much more burdensome and/or disproportionately costly that it would be unreasonable to demand performance of the contract, Dalsem is entitled to suspend the contract or to dissolve it in whole or in part.
3. If Dalsem suspends the performance of the contract and completes the work later the customer is obligated to compensate Dalsem for the damage that it has suffered.
4. When Dalsem dissolves the contract the customer or his legal successor is obligated to pay Dalsem the full purchase/contracting price after deduction of the cost price of the materials not used and wages not paid by Dalsem due to non-performance or incomplete performance of the contract, in accordance with the calculations of Dalsem, which will be binding on the

customer. In the event that Dalsem dissolves a contract because the customer has instructed another party to carry out the work or purchases the goods from another party after having granted Dalsem the assignment, the compensation to which Dalsem is entitled due to this breach committed by the customer is fixed at 15% of the purchase/contracting price, without prejudice to the right to claim full compensation.

5. Any claim which Dalsem has or acquires on the customer will become immediately claimable in the event of attributable shortcoming.
6. The customer is not entitled to dissolve the contract with Dalsem.

Article 16: Collection costs

If the customer is in default with regard to performance of one or more of his obligations, all reasonable costs to realise performance, both judicial and extrajudicial, are at his expense. In any event the customer owes extrajudicial costs equal to 10% of the amount owing by the customer with a minimum of EUR 150. If Dalsem shows it has incurred higher costs, such costs are eligible for compensation.

Article 17: Dispute resolution

Contrary to the statutory rules for the competence of the civil court, any dispute between the customer and Dalsem will be decided by the court of The Hague who has jurisdiction in accordance with the rules of absolute competence. However, Dalsem has the right to summons the customer to appear before the court which is competent under the law or the applicable international treaty.

Article 18: Applicable law

All agreements between Dalsem and the customer are governed by Dutch law.