

General Terms and Conditions of Purchase of the Pivot Park



for Contracts for
the supply of goods
and/or services

Versie 17032021

**GENERAL TERMS AND CONDITIONS OF PURCHASE OF THE PIVOT PARK
FOR CONTRACTS FOR THE SUPPLY OF GOODS AND/OR SERVICES**

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Clause 1. Definitions

In these General Terms and Conditions of Purchase, the following terms have the following meaning:

General Terms and Conditions of Purchase:	these general terms and conditions of purchase that are applicable to and part of the Contract
Annex:	the appendix to the Contract, which forms part of the Contract
Third Parties:	not being parties to the Contract
Services:	the services to be performed by the Other Party pursuant to the Contract for the benefit of the Client
Data Carriers:	items on or in which information is recorded in electronic form, including the hard drive or internal memory of computers
Information Carriers:	paper documents and/or carriers of digital information, such as disks, on which the Performance/Results of the Other Party are made available to the Client
Deliveries:	the goods to be delivered by the Other Party pursuant to the Contract for the benefit of the Client
Client:	Pivot Park Holding B.V. – trade name Pivot Park Holding and/or one of its wholly-owned subsidiaries
Contract:	the Contract for valuable consideration between the Client and the Other Party, for the supply of goods and/or Services, to which these General Terms and Conditions of Purchase apply

Personality Rights: the Personality Rights within the meaning of Article 25 of the 1912 Copyright Act

Performance: the agreed Deliveries of goods and/or Services to be performed by the Other Party

Other Party: the party that has acknowledged the applicability of the General Terms and Conditions of Purchase by signing the Contract

Working Day: a day that is not a Saturday, Sunday or public holiday

Clause 2. Applicability

1. These General Terms and Conditions of Purchase apply to all requests, offers and Contracts, including any follow-up contracts, in which the Client acts as the acquirer of a Performance.
2. Deviations from these General Terms and Conditions of Purchase may only be agreed between the parties in writing.
3. The applicability of any general terms and conditions or other conditions of the Other Party and/or Third Parties is expressly rejected.
4. If any provision in these General Terms and Conditions of Purchase and/or the Contract is null and void or annulled, the other provisions will remain in full force and the Client and the Other Party will consult in order to agree on new provisions to replace the null and void provisions or annulled provisions, taking into account as much as possible the purpose and the meaning of the null and void provisions or the annulled provisions, as the case may be.
5. If parts of the Contract and its Annex(es) are contrary to the General Terms and Conditions of Purchase, the hierarchy is as follows unless otherwise agreed in writing: first the Contract, second the Annex(es) and third the General Terms and Conditions of Purchase.

Clause 3. Contents of the Contract

The Contract comprises everything that has been agreed between the Client and the Other Party. The Contract specifies the following, if applicable, unless otherwise agreed by the parties in writing:

- the project name and/or project number;
- that the Contract is subject to the General Terms and Conditions of Purchase of the Pivot Park;
- the nature and scope of the Performance to be carried out that is assigned to the Other Party;
- the compensation as referred to in Clause 11;

- price indexation, if applicable;
- the exact invoicing details as referred to in Clause 12 paragraph 3;
- the period within which the Performance must be carried out and/or the duration of the Contract;
- the location and time of delivery;
- the assembly and/or installation and/or training, if applicable;
- the agreed reporting method and reporting frequency as referred to in Clause 10 paragraph 3;
- the Performance/results to be carried out/delivered by the Other Party, as well as any Information and/or Data Carriers on which the Performance/results of the Contract must be recorded and made available to the Client;
- the manner in which the Client informs the Other Party that it considers its Performance as agreed to have been completed;
- the notice period for termination of the Contract;
- the contacts of both the Client and the Other Party;
- the coordination between and the liability of the parties, if they consist of separate natural persons or legal entities acting jointly for the acceptance of the Contract;
- the penalty clause.

Clause 4. Formation of the Contract

The Contract is formed when an irrevocable written offer by the Other Party is accepted by the Client in writing or the agreed is otherwise confirmed by the parties in writing.

Clause 5. Amendments

1. Amendments to the Contract, including any extension or reduction of the Performance already commissioned, are effected once the Client makes them known to the Other Party in writing and the Other Party confirms them in writing.
2. If an amendment impacts the fixed price and/or delivery time agreed in the opinion of the Other Party it is obliged to inform the Client of this before implementing the amendment in writing as soon as possible, but in any case by no later than within 5 Working Days after the requested amendment was communicated. If the Client is of the opinion that this impact on the price and/or delivery time is unreasonable, the parties will enter into consultation about this.
3. Without prior written consent from the Client, the Other Party is not entitled to temporarily or permanently replace the persons who are charged with the performance of the Services unless otherwise agreed in the Contract. The Client is entitled to attach conditions to this consent. The Client will not withhold its consent on unreasonable grounds. The rates applicable to the original persons will not be increased upon their replacement. Any induction costs and/or other costs associated with this replacement are borne by the Other Party.
4. In the event of a replacement of the persons referred to in paragraph 3, persons must be made available who are at least equivalent to the persons originally deployed in terms of expertise, training and experience.
5. If the Client desires other persons for the performance of the Contract because it believes that this is important for proper performance of the Contract, it will inform the Other Party in writing, stating the reasons. The Other Party will arrange for replacement.

Clause 6. General obligations of the Client

The Client must provide the Other Party with the information, data and decisions required to properly fulfil and complete the Contract in a timely manner.

Clause 7. General obligations of the Other Party

1. The Other Party guarantees that the Performance to be carried out by it or on its behalf will comply with the conditions and specifications laid down in the Contract, and that it will be carried out in accordance with the agreed time schedule.
2. The Other Party will carry out the Performance in close cooperation with the Client, without prejudice to the provisions in paragraph 1.
3. The Other Party will perform the Contract properly and carefully, will look after the interests of the Client to the best of its knowledge and ability, and will carry out its Performance to the best of its knowledge and ability. The Other Party will avoid anything that could be prejudicial to carrying out the Performance. In carrying out the Contract, the Other Party will not derive any benefits from the application of its own inventions that are not known to the Client. If this provision is violated, the Other Party will forfeit to the Client an immediately payable fine of EUR 10,000.00 for each violation.
4. The Other Party guarantees the quality and integrity of the person charged with carrying out the Contract on behalf of the Other Party.
5. The Other Party will keep the Client informed of the carrying out of the Contract, including the financial aspects, and will provide the Client with information upon request.
6. If a maximum or fixed amount has been agreed in the Contract, then the Other Party's Performance will have to be carried out for up to this amount or the amount most recently adjusted and further agreed by the parties in writing. To this end, the Other Party will prepare estimates and/or statements and budgets for submission to the Client. If this amount is exceeded, the Other Party is obliged to fulfil the Contract without charging additional costs and/or hours. However, if the amount is exceeded as a result of circumstances as referred to in Clause 26 or a request for Performance extending beyond what is stipulated in the Contract, the additional costs and/or hours will be charged separately on the basis of the costs and/or hours actually incurred or worked.
7. In accordance with its duty to provide information, the Other Party will inform the Client in good time of the financial consequences and risks associated with setting different or more requirements, postponing or changing decisions and/or the Contract and of the occurrence of circumstances which were not taken into account when entering into the Contract.
8. The Other Party will provide the Client with an estimate or statement of the costs and/or hours when the Contract is formed. At the time any amendments to the Contract are agreed, the Other Party will indicate whether and to what extent this will affect the aforementioned estimate or statement of costs and/or hours. In the event of any legitimate expectation that the last estimate or statement of costs and/or hours provided is insufficient, the Other Party will immediately inform the Client thereof in writing.

Clause 8. The Other Party acting as authorised representative

1. The Other Party will only act as an authorised representative of the Client if and to the extent that the Client has appointed the Other Party as its authorised representative in writing.
2. If and to the extent that the Other Party acts contrary to the provisions in paragraph 1, then the adverse consequences thereof will be for its account and risk.

Clause 9. Cooperation with Third Parties

1. If the Contract entails that the Other Party must align its Performance with those of Third Parties engaged by the Client, after consultation with all those involved, the Client will determine who will be charged with the management and coordination of the work and what each party's role and responsibilities are in this respect.
2. The management and coordination referred to in paragraph 1 entails at least that the coordinator determines a time schedule for the performance of the Contract referred to in paragraph 1, in good time and in consultation with the Client and the rest of the Other Parties, and that in the event of time overruns or other circumstances that may cause delay or damage, the coordinator will immediately consult with them and provide them and the Client with a written report thereof.
3. In carrying out the Contract, the Other Party may use the Services of Third Parties only after written consent from the Client. This consent will not be withheld on unreasonable grounds. The Client may attach conditions to the consent. The consent given by the Client will not affect the Other Party's responsibility and liability for the performance of the obligations it bears pursuant to the Contract and the obligations it bears as an employer pursuant to tax and social security laws.

Clause 10. Cooperation, reporting, acceptance and inspection

1. Both parties will designate a contact who will maintain all contact regarding the performance of the Contract.
2. The Contract may provide for the creation of a guidance committee or steering committee. The duties and powers as well as the composition of the guidance committee or steering committee will be further specified in the Contract.
3. The Other Party reports to the Client on the progress of the work as often as determined in the Contract or as often as the Client deems such necessary.
4. The Client will notify the Other Party in writing as soon as possible with reasons if the Performance is not accepted by the Client.
5. The Client is entitled to test the results of the Performance carried out or to have them tested. If the Performance proves not to meet the quality criteria previously laid down in the Contract and the relevant provisions in the Contract, the costs of testing will be borne by the Other Party. The Client is entitled to carry out additional or more extensive quality inspections at the expense of the Other Party or to have such inspections carried out. If these inspections show that all the applicable quality requirements (meaning, of course, what has been stated above) are satisfied, the costs of the additional or more extensive quality inspections and the costs of any consequences for the delivery resulting therefrom will be borne by the Client.

6. If the Client considers the test results to be insufficient, the Performance will not be accepted. The Client will request the Other Party in writing to comply with the provisions of the Contract within a reasonable period to be determined by it, unless compliance with the Contract is already permanently impossible.
7. Any rejected Performance will be removed and immediately replaced by the Other Party upon first request, in so far as these are suitable for replacement. The costs associated with removal, replacement and re-inspection will be borne by the Other Party.

Clause 11. Compensation

1. The compensation for the Performance to be delivered may include:
 - a. the fee for the work of the Other Party;
 - b. the costs incurred;
 - c. the price to be paid for the goods and/or Services delivered.
2. The fee referred to in paragraph 1 is determined in accordance with one or more of the following standards:
 - a. based on the time spent on the Contract;
 - b. based on any other adequate standard.
3. In the event of a time-related fee as referred to in paragraph 2(a), the fee will be calculated by multiplying the time spent on the Contract by a rate per unit of time. Time spent is understood to mean the total number of all hours directly spent on the fulfilment of the Contract and the travel time required for the fulfilment of the Contract, unless otherwise agreed. Rates per unit of time by a person, position or group will be determined or defined in the Contract.
4. The costs incurred as referred to in paragraph 1 are reimbursable in accordance with one or more of the following standards:
 - a. based on the actual costs incurred;
 - b. based on any other adequate standard.
5. If the parties agree that the Other Party may charge the costs incurred for the purpose of the Contract as referred to in paragraph 4(a), the following costs are reimbursable:
 - the travel costs;
 - the cost of multiplying Agreements, specifications, drawings, calculations, reports and the like;
 - the cost of portage, telecommunications, registration and other disbursements.The extent and amount of the costs to be incurred will be specified in the Contract.
6. The Contract will specify the standards by which the compensation referred to in paragraph 1 will be calculated. Unless explicitly agreed otherwise, payment of the fee will take place in accordance with paragraph 2(a).
7. The costs of other experts as referred to in paragraph Clause 9 paragraph 3 are only reimbursable if this has been agreed with the Client in advance.

8. The Other Party is obliged to periodically inform the Client of the fee referred to in this Clause and, if agreed between the parties, of the costs owed by the Client to the Other Party under this Clause.
9. If there are amendments as referred to in Clause 5(1), the Performance to be delivered for this purpose will be charged separately on the basis of time spent and, if agreed between the parties, the costs incurred and/or the price to be paid for the goods and/or Services delivered, unless expressly agreed otherwise.
10. The compensation/payment is owed according to the extent of the delivery of the Performance resulting from the Contract and/or the completion of the various phases of the Contract, as expressly agreed upon the formation of the Contract.
11. The amounts to be charged by the Other Party according to the Contract are increased by any turnover tax due.
12. The Contract should lay down whether and, if so, how rate changes and indexations are applied in respect of the price.
13. The costs of delivery are at the expense and risk of the Other Party; upon delivery of goods, the Other Party will supply the goods "Delivered Duty Paid" (DDP), according to the "Incoterms 2020" or the latest version issued by the International Chamber of Commerce in Paris, unless agreed otherwise.

Clause 12. Payment

1. Unless agreed otherwise, the right to payment arises after acceptance of the results of the Performance delivered. The Other Party will invoice the costs within 30 days after acceptance.
2. The Other Party is not permitted to set off any claim against the Client against any claim of the Client.
3. The Other Party will send the invoice or invoices to the Client in a single copy, stating the date and number of the Contract, VAT amount and other information required by the Client. If these requirements are not met, the invoice or invoices may be rejected.
4. If it has been agreed that payment will be made based on actual costs, invoices will be itemized and issued in a form to be specified by the Client, if any. The invoice will specify the number and dates of days or hours actually and necessarily spent, and will include a brief description of the work performed, as well as a description of any travel and accommodation costs if not included in the daily or hourly rates.
5. If the fixed price included in the Contract is exceeded, this will be explicitly mentioned and specified in the invoice or invoices.
6. The Client will pay the amounts it owes on the basis of the Contract to the Other Party within 30 days after receipt of the relevant invoice.
7. If the Client disputes the correctness of the invoice or any part thereof, the parties will consult with a view to resolving the situation that has arisen.
8. The Client is entitled to suspend payment of an invoice or part thereof in respect of which there is no agreement between the parties for as long as there is uncertainty about the items on the invoice disputed by the Client. The Client will only make use of this entitlement if there is reasonable doubt as to the correctness of the invoice in question.
9. If the Client fails to make payment within a specified term or fails to pay an invoice on the grounds of a suspected inaccuracy in the content of that invoice or in the

event of the inadequacy of the Services invoiced, this does not give the Other Party the right to suspend or terminate its work.

Clause 13. Advance payment

1. If, in carrying out the Contract, the Client makes one or more payments for any Performance that has not yet been delivered, the Client reserves the right to demand from the Other Party an unconditional "on demand" guarantee from a credit institution with no end date in the amount of the amount or amounts paid prior to such payment. No costs will be charged to the Client for this guarantee. If Services are not accepted within the agreed period due to any failure on the part of the Other Party, the Other Party will owe the statutory interest on the advance payment for the time that the failure continues.
2. The unconditional "on demand" guarantee from a credit institution is to be issued by a recognized credit institution. In that guarantee, the credit institution declares that if so requested, it will immediately pay the Client the amount specified in the guarantee, plus the statutory interest on that amount, calculated from the date of the Other Party's failure to perform alleged by the Client.

Clause 14. Ownership of goods and Information and Data Carriers

1. When delivering the Performance, the Other Party may make use of goods owned by the Client which are given on loan for that purpose. Conditions may be attached to this loan.
2. The ownership of Information and/or Data Carriers which the parties make available to each other remains with the party that has made them available, unless these Information and/or Data Carriers as referred to in Clause 3 are made available to the Other Party by the Client. In that event, ownership will be transferred to the Client.
3. If the Other Party makes use of goods which are the property of the Client as referred to in paragraph 1 which are given on loan for that purpose, the Other Party will be liable for any damage caused to these items. Conditions may be attached to this loan. If damage is inflicted on the Other Party and/or Third Parties, in whatever way, as a result of the presence of property of the Client at the Other Party for the execution of the Contract, this damage will be entirely at the expense and risk of the Other Party. The Other Party indemnifies the Client against all claims of Third Parties which are directly or indirectly related to such cases.

Clause 15. Delivery and packaging of goods

1. The Other Party will deliver the goods Delivered Duty Paid, according to the "Incoterms 2020" or the latest version issued by the International Chamber of Commerce in Paris.
2. The goods to be delivered will not be packaged in packaging which is or is suspected of being environmentally harmful, assessed according to the prior art at the time of delivery, or which may otherwise pose a threat to safety, welfare, or health.
3. The Other Party is responsible for the processing or destruction of transport and other packaging materials.
4. The goods to be delivered must be supplied with all available documentation intended for the proper use of the goods, as well as a packing list and any quality

marks or certificates. The packing list must state the item numbers, quantities and descriptions.

5. The Other Party will repair or replace the goods which have been damaged or lost during or as a result of the transport at its own expense, at the Client's discretion.

Clause 16. Time of delivery of goods

1. The goods will be delivered in the correct quantities at the agreed destination and at the agreed time.
2. As soon as the Other Party knows or expects that the goods cannot be delivered or cannot be delivered in good time, the Other Party will immediately inform the Client of this in writing and will indicate which measures it will take to prevent or limit any damage to the Client resulting from this failure to perform. Without prejudice to the provisions in Clause 23, the Other Party will bear all damage incurred by the Client, unless the Other Party proves that the Client caused these circumstances.
3. If the Client informs the Other Party in good time that it is unable to take delivery of the goods at the agreed time for whatever reason, and those goods are ready for shipment, the Other Party will store and secure the goods at its own expense and will take all reasonable measures to prevent their quality from deteriorating until they are delivered, unless this reasonably cannot be required from the Other Party. The Client will not be in creditor's default as a result of postponement of delivery.
4. Postponement of delivery as referred to in paragraph 3 of this Clause will never entitle the Other Party to any increase of the agreed price. In the event of a postponement of delivery, the Other Party can only claim compensation for consequential loss in the event of intent or gross negligence on the part of the Client.

Clause 17. Guarantee of goods

1. The Other Party guarantees that the delivered goods can be used undisturbed – without defects and/or other (functional) impediments – for the purposes for which the goods are intended, for a period of at least 12 months after acceptance.
2. In the event of goods that are not immediately put into use, the guarantee period will be extended by the period during which the goods are not put into use, all subject to a maximum guarantee period of 18 months.
3. If a defect arises during the guarantee period, the Other Party is obliged to replace or repair the goods in question within a reasonable period to be determined by the Client, regardless of the nature and cause of the occurrence of that defect, or to take back the goods and immediately refund the payment made for those if such may be deemed reasonable, all at the discretion of the Client. All costs incurred pursuant to this paragraph are at the expense of the Other Party, unless the Other Party demonstrates that the defect that arose during the guarantee period is at the expense and risk of the Client.
4. In addition to the obligations pursuant to paragraph 3 of this Clause, the Other Party is also liable for all damage indirectly related to the defect, subject to the principles of reasonableness and fairness.
5. The guarantee period will be extended by a period equal to the period or periods during which the goods have not been used or could not be fully used as a result of a defect that emerges during the guarantee period. A new guarantee period in

accordance with paragraph 1 of this Clause will apply to goods provided for replacement and to the replaced or repaired parts of those goods.

6. In addition to paragraph 1 of this Clause, if the Client can plausibly demonstrate that there is a hidden defect that already existed before the acceptance, the Other Party will remain liable for said defect for 5 years after acceptance. The foregoing also applies if a defect occurs during that period as a result of which the delivered goods become unusable for the purpose for which they are intended in view of what is stated in the Contract, or the reasonably expected use of the delivered goods. If a situation such as that described in this paragraph occurs, paragraph 3 of this Clause will apply to the extent possible.

Clause 18. Premature termination of the Contract by the Client

1. The Client is entitled to extrajudicially terminate the Contract or to give notice of termination with effect at a specified time, giving reasons.
2. In the event of termination of the Contract as referred to in paragraph 1, the Client is obliged to compensate the Other Party for:
 - the fee based on the work;
 - the costs incurred;
 - the costs arising from any commitments that the Other Party has reasonably entered into with Third Parties for the fulfilment of the Contract.Any advance payments made will be set off against these costs.

If and in so far as the Performance to be delivered or a part thereof consists of Information and/or Data Carriers to be delivered, this obligation applies on the condition that the Other Party transfers ownership of all draft or other Information and/or Data Carriers created within the framework of the Contract to the Client until the time of the premature termination.

3. Compliance with the provisions of paragraph 2 will be suspended if the premature termination is based on the fact that the Other Party is in default, or the Other Party has been declared to be in default on the grounds of failure to perform its obligations, as referred to in Clause 23(1). In that event, the obligation pursuant to paragraph 2 will be set off against the damage incurred by the Client as referred to in Clause 23.
4. Premature termination will take place by means of written notice by registered letter to the Other Party.
5. In the event of premature termination, the Information and/or Data Carriers of the Client that have been made available to the Other Party in the context of carrying out the Contract will be returned to the Client immediately or as soon as possible. The provisions of Clause 31 apply mutatis mutandis to the Performance delivered by the Other Party until the time of premature termination.
6. Even after termination of the Contract, the Other Party is obliged to maintain confidentiality with regard to all information provided to it during the term of the Contract, in continuation of the duty of confidentiality under Clause 32, and not to provide it to Third Parties, unless agreed otherwise.
7. If it emerges that any benefit has been or is being offered or provided by the Other Party or one of its subordinates to a person who is a member of a body of the Client or to one of its subordinates or representatives, the Client has the right to terminate the Contract free of charge and without owing any financial or other compensation and/or penalty, without notice of default or judicial intervention,

and without prejudice to the Client's right to claim compensation for costs and/or damage in whatever form or degree.

Clause 19. Premature termination of the Contract by the Other Party

1. The Other Party may terminate the Contract before the end of the term in the event of force majeure as referred to in Clause 26, and in the event that the Client fails to perform obligations that are essential and indispensable to the Performance to be delivered within the meaning of Clause 6.
2. The Other Party is nevertheless obliged to limit any damage that may be incurred by the Client as a result of said premature termination or to take adequate measures to prevent said damage.
3. The provisions of Clause 18(2) also apply if the Contract is terminated prematurely by the Other Party.
4. Premature termination will take place by means of written notice by registered letter to the Other Party.
5. In the event of premature termination, the Information and/or Data Carriers of the Client that have been made available to the Other Party in the context of carrying out the Contract will be returned to the Client immediately or as soon as possible. The provisions of Clause 30 apply mutatis mutandis to the Performance delivered by the Other Party until the time of premature termination.
6. Even after termination of the Contract, the Other Party is obliged to maintain confidentiality with regard to all information provided to it during the term of the Contract, in continuation of the duty of confidentiality under Clause 32, and not to provide it to Third Parties, unless agreed otherwise.

Clause 20. Dissolution due to bankruptcy and suspension of payments

1. If the Other Party is declared bankrupt, resolves to dissolve or applies for suspension of payments, or if registered property or essential parts of the business of the Other Party are attached and such attachment could impede performance of the Contract, or control of the Other Party changes by the acquisition or transfer of the shares, the Client is entitled to notify the Other Party that it terminates the Contract with immediate effect, with no notice of default or judicial intervention, without owing any financial or other compensation and/or penalty, and without prejudice to the Client's right to compensation of costs and/or damage, in any form and to any extent.
2. If and in so far as the Performance to be delivered or a part thereof consists of Information and/or Data Carriers to be delivered, this obligation applies on the condition that the Other Party transfers to the Client ownership of all draft or other Information and/or Data Carriers created within the framework of the Contract up to the time of dissolution. In the event of termination as mentioned above, the Client is entitled to take all measures it deems useful and necessary to further effectuate realization of the project and to engage Third Parties in doing so.

Clause 21. Risk of delay in Services to be provided

1. If the delivery of the Services is likely to be delayed, the Other Party will immediately notify the Client of this in writing, stating the cause and consequences of the impending delay. The Other Party will also propose measures to prevent any delays - also in the future - or at least to limit any delays as much as possible.

2. Within 14 days after receipt of the notification referred to in paragraph 1, the Client will indicate whether or not they consent to the proposed measures and stated consequences. Consent does not constitute acknowledgment by the Client of the cause of the impending delay and does not prejudice any other rights or claims to which the Client is entitled under the Contract.

Clause 22. Interruption of the Contract

1. The Client may order the Other Party to interrupt the performance of the Performance. The Client is obliged to inform the Other Party of this in writing.
2. Unless the interruption can be attributed to the Other Party, in the event of interruption of the Contract the Client is obliged to compensate the Other Party for:
 - the fee based on the work;
 - the costs incurred;
 - the costs arising from any commitments that the Other Party has reasonably entered into with Third Parties for the fulfilment of the Contract.If and in so far as the Performance to be delivered or a part thereof consists of Information and/or Data Carriers to be delivered, this obligation applies on condition that the Other Party transfers to the Client ownership of all draft and other Information and/or Data Carriers created within the framework of the Contract up to the time of interruption. In addition, the Other Party is entitled to claim compensation of the damage it suffers due to interruption by the Client, without prejudice to the Other Party's obligation to limit the damage for the Client in so far as possible.
3. Once the Contract proceeds later, the additional work to be performed by the Other Party that reasonably results from restarting the work will be compensated by the Client on the basis of time spent and any costs incurred. The parties will consult whether the provisions of the Contract must be amended based on the new situation.
4. In the event of an interruption that lasts longer than 6 months, the parties are obliged to enter into consultations in view of a termination of the Contract in accordance with the provisions of Clause 18 and Clause 7.

Clause 23. Performance

1. If either party fails to perform its obligations under the Contract the other party may give notice of default. However, the defaulting party will be immediately in default if performance the relevant obligations, other than due to force majeure, is already permanently impossible within the agreed period. The notice of default will be in writing by registered letter, granting the defaulting party a reasonable period of time to perform its obligations at a later date. This term is a deadline. If the obligation is not performed within this term, the defaulting party is in default. At its own discretion, the Other Party will be entitled:
 - a. to terminate the Contract;
 - b. to claim performance of the contract, unless the party in question has agreed to the non-performance explicitly and in writing.

2. The notice of default mentioned in 1 is not required if the delivery time has been extended. If the performance mentioned in paragraph 1 does not occur after the expiry of any extended period, the defaulting party will be immediately in default as of that moment.
3. The party that fails to perform its obligations will be liable towards the other party for the loss suffered or to be suffered by the other party. It will indemnify the Other Party against any claims by Third Parties for compensation of loss resulting from the aforementioned failure to perform.
4. The costs of all judicial and extrajudicial measures, including in any case collection costs and costs of legal assistance, incurred in connection with the non-performance and/or violation by the party in default, will be borne by the Other Party. The extrajudicial collection costs will amount to 15% of the principal sum.

Clause 24. Liability

1. The Client's liability is limited to the performance of its obligations under the Contract.
2. The Client is solely responsible for direct loss. The Client is not liable for indirect loss, including but not limited to commercial loss, consequential damage, lost profits, loss as a result of liability towards Third Parties, missed savings and/or business interruption loss. The Client is not liable for loss that could reasonably have been prevented and/or limited by the Other Party either. Another condition for liability is that the Other Party must notify the Client in writing immediately after the discovery of the failure and must give the Client a reasonable time to remedy the failure.
3. All liability, contractual and non-contractual, of the Client as well as of its employees, directors, agents and subordinates will be limited to the amount paid out in the relevant case under the cover of the liability insurance taken out by the Client. If and in so far as, for whatever reason, no payment should be made under the aforementioned insurance, or if no insurance has been taken out, any liability is limited to the invoice amount that arises from the Contract as a result of which or in connection with which loss has been caused, whereby a series of identical and/or mutually related, events giving rise to loss should be regarded as one event.
4. The Client is not liable for loss resulting from any act or omission of the Other Party in deviation from the instructions and/or regulations included in the Contract or in these General Terms and Conditions of Purchase. The Client is not liable for any loss, of any nature whatsoever, resulting from incorrect and/or incomplete information provided by or on behalf of Third Parties.
5. Without prejudice to the provisions of Article 6:89 DCC, the right to compensation lapses one year after the act or omission that directly or indirectly caused the loss occurred and for which the Client is liable, but in any case five years after the date of the last invoice.
6. The aforementioned limitations of liability do not apply in the event of gross negligence and/or intent on the part of the Client.

7. The Other Party is obliged to indemnify or compensate the Client in the context of all claims from Third Parties in connection with or arising from the Contract in so far as such claims are related to a failure by the Other Party to perform any obligation under the Contract.
8. If and in so far as the Other Party has insured any risk related to the Contract, it is obliged to claim any damage under that insurance and to indemnify the Client against claims for recourse by the insurer.
9. The exclusion or limitation of liability arising from this clause and the Other Party's corresponding obligation to indemnify also apply to the benefit of the Other Party's employees and any other agents, subordinate or otherwise, involved in the performance of the Contract, as well as any advisers engaged by the Other Party.

Clause 25. Penalty

1. The Client may include a penalty clause in the Contract stipulating among other things that if the complete performance of the Performance corresponding to the Contract is not accepted within the agreed or extended period, or if another Performance is offered and accepted for payment, then after expiry of a period set for that purpose and without judicial intervention, the Other Party will owe the Client a penalty of a percentage to be specified of the total or maximum price involved in the Contract, which at least amounts to EUR 2,250.00 for each day that the failure continues, up to a maximum of 10% of the total or maximum price involved in the Contract, or at least a minimum of EUR 2,250.00. If performance has become permanently impossible other than as a result of force majeure, the penalty is immediately due in full.
2. The penalty accrues to the Client without prejudice to any other rights or claims, which is understood to include:
 - a. its claim to performance of the agreed obligation to deliver the Performance/Services;
 - b. its right to damages.
3. The penalty is set off against the payments owed by the Client, regardless of whether the claim for payment has transferred to a third party.

Clause 26. Force majeure

1. In the event of force majeure, the Other Party is obliged to immediately report this to the Client in writing by registered letter, or at least to have the receipt of its non-registered written notification confirmed. During five Working Days after receipt of this notification, the Client has the right to terminate the Contract prematurely in accordance with the provisions in Clause 18, or to determine a period in consultation with the Other Party during which the parties will suspend performance of the agreed obligations in anticipation of the possible resolution of the force majeure event. If the Other Party is unable to comply or fails to comply with its obligations under these provisions as a result of force majeure after expiry of the agreed period, then the Client will have the right to dissolve the Contract extrajudicially with immediate effect by means of a registered letter, without

resulting in any right of the Other Party to compensation or any other right of action.

2. Force majeure is understood not to include in any event: insufficient availability of sufficiently qualified personnel, illness of personnel, strikes, late delivery or unsuitability of materials or of the software, in so far as these circumstances occur on the part of or are caused by the party that does not comply with its obligation or fails to perform. Furthermore, force majeure is understood not to include non-performance or failure to perform by Third Parties engaged by the Other Party and/or liquidity or solvency problems on the part of the Other Party or Third Parties engaged by it.

Clause 27. Personnel

Without the Client's written consent, the Other Party is not entitled during the performance of the Contract and/or within one year after its termination to employ personnel of the Client or enter into consultation with that personnel about employment. This consent will not be withheld on unreasonable grounds. If this provision is violated, the Other Party forfeits to the Client an immediately payable penalty of EUR 25,000.00, plus an amount of EUR 2,500.00 for each day that the violation continues. The foregoing does not prejudice the Client's right to recover the damage actually suffered by the Client from and/or to claim performance by the Other Party.

Clause 28. Follow-up Contract

The Other Party cannot derive any right from the Contract to enter into a follow-up contract. The Other Party is obliged to ensure that the rights of the Client with respect to entering into follow-up contracts will not be limited in any way by the applicability of rights of the Other Party or Third Parties including but not limited to patent rights, intellectual property rights and compulsory protocols, other than those made known in writing by the Other Party to the Client before the commencement of the Contract.

Clause 29. Insurance

1. The Other Party represents that it is adequately insured and will remain insured for the performance of the Contract for professional liability and other liabilities that may apply.
2. At the request of the Client, the Other Party will immediately allow inspection of the policy or policies and proof of premium payment. The Other Party will not terminate and/or change the insurance policies or the conditions attached to these without prior written consent from the Client. For example, the Other Party will not change the amount insured to the detriment of the Client without prior written consent. The insurance premiums payable by the Other Party are deemed to be included in the agreed prices and rates.
3. The Other Party assigns all claims for payment under the insurance as referred to in paragraph 1, in advance, in so far as these relate to damage for which the Other Party is liable in respect of the Client on the basis of the Contract or the law. Payments under any insurance made by insurance companies directly to the Client will be deducted from the damages to be paid by the Other Party to the Client for the insured event.

Clause 30. Intellectual property rights and user rights

1. All intellectual property rights which can or will be exercised wherever and whenever, both for the benefit of the use and for the benefit of the exploitation by the Client and/or of any Performance performed by the Other Party under the Contract, are vested in the Client unless agreed otherwise. The rights of the Other Party are transferred by the Other Party to the Client free of charge on the basis of these provisions, which transfer are accepted by the Client immediately after those rights have arisen.
2. In so far as any further deed is required for the transfer of the rights referred to in paragraph 1, the Other Party irrevocably authorises the Client to draw up and sign such deed on behalf of the Other Party, without prejudice to the Other Party's obligation to cooperate in the transfer of such rights at the Client's first request, without being entitled to impose any conditions in this respect. Any costs associated with establishing any intellectual property rights are borne by the Client. The Other Party hereby irrevocably authorises the Client to register the transfer of these intellectual property rights in the relevant registers.
3. In so far as the transfer of the intellectual property rights referred to in paragraph 1 is not possible, for regardless of the reason, the Other Party grants the Client a free, irrevocable, worldwide, exclusive licence to the intellectual property rights in question.
4. In addition to copyrights, trademark rights, trade name rights, design rights and patents, the rights referred to in paragraph 1 include the following, without this list being deemed exhaustive:
 - a. all acts, including the permanent or temporary reproduction of a part or the whole or a modification of information, results, any Performance and Information and/or Data Carriers which are necessary or useful for the purpose for which these acts are intended and/or are or appear to be or may be suitable;
 - b. loading, displaying, executing, transferring and saving digital information, or processing these with a view to maintenance, correcting defects, antivirus protection, making improvements, transferring such to another environment, linking or making such interoperable with other hardware and system software and other software, changing parameters, adding, changing or removing security features, manufacturing, storing, changing backup or other copies, and examining and testing the information carrier. The Other Party hereby waives any Personality Rights it may be entitled to in respect of the Client in so far as the applicable regulations permit such a waiver. The Other Party, which has authorisation in this respect, also on behalf of the employees involved on its part, waives any Personality Rights to which these employees are entitled in respect of the Client in so far as the applicable regulations permit such a waiver.
5. If a difference of opinion arises between the parties regarding ownership of the Information and/or Data Carriers or the intellectual property rights of or on these carriers, ownership is assumed to be vested in the Client unless the Other Party can demonstrate that ownership is vested in it.
6. The Other Party undertakes not to make the Performance/Results of its work available to Third Parties in any form or to any extent, nor to provide any

information about such to Third Parties unless the Client has given its express written consent. The Client is entitled to attach conditions to the granting of this consent, such as a payment by the Other Party of a royalty fee to be determined by the Client in mutual consultation.

7. The Other Party guarantees that the Performance performed does not infringe any industrial and/or intellectual property rights of Third Parties, including: Personality rights, claims to know-how and unlawful competition. The Other Party indemnifies the Client against claims arising from any infringement of the rights referred to in this paragraph and will compensate the Client for all costs, direct and indirect damage and interests resulting from such infringement.
8. Without prejudice to the other provisions, if Third Parties hold the Client liable on account of infringement of industrial and/or intellectual property rights, then the Client is entitled to terminate the Contract extrajudicially in writing, in whole or in part, without owing the Other Party any financial or other compensation and/or penalty. The Client will not use its right to terminate the Contract other than after prior consultation with the Other Party.
9. If the provisions of this Clause are violated, then the penalty clause pursuant to Clause 255 will apply. This penalty does not affect all other rights or claims of the Client under this Contract and/or the law, including but not limited to its claim to performance and/or right to damages.

Clause 31. Transfer of rights and obligations

1. The rights and/or obligations arising from the Contract cannot be transferred to a third party, alienated or encumbered without prior written consent from the other party, with the exception of the right to a fee. This consent will not be refused on unreasonable grounds. The parties may attach conditions to this consent.
2. With written consent from the Client, the Other Party is entitled to transfer the rights referred to therein in respect of the Contract within its group in the event of an acquisition or a transfer of shares. If the Other Party intends to create or foresees such a situation, it will immediately notify the Client in writing.

Clause 32. Confidentiality

1. The Other Party will observe strict confidentiality in respect of all confidential information of the Client which is known or becomes known to it. The Other Party will not make the contents of the information, Information and/or Data Carriers it has at its disposal available to Third Parties and will not otherwise communicate it, verbally or otherwise, except with prior written consent from the Client, and will only disclose such to its personnel in so far as this is necessary for the performance of the agreed Performance. The Other Party will oblige its personnel and all persons engaged by it to observe these confidentiality provisions as well.
2. The Other Party undertakes to keep confidential all information provided to it in connection with the performance of the Contract. It undertakes to use this information exclusively in connection with the performance of the Contract. This means among other things that it will not provide this information to Third Parties, will not copy it unless such is necessary for the performance of the Contract, and will not use the information for commercial purposes.
3. The Other Party will ensure that the obligations described in paragraph 2 are strictly observed by all those who work for it, have been engaged by it or are otherwise involved in the performance of the Contract.

4. The obligations referred to in the foregoing paragraphs do not apply in so far as the information in question:
 - a. was demonstrably already in the possession of the Other Party at the time that information was provided to that party;
 - b. was or became common knowledge and this knowledge is not the consequence of the non-performance by the Other Party of its obligation as described in this Clause;
 - c. was disclosed to the Other Party without a duty of confidentiality by a third party that was entitled to provide that information;
 - d. was made available to Third Parties with the Client's permission, whether or not subject to conditions.
5. Without prior written consent from the Client, the Other Party will not mention the Performance/Results or performance of the Contract in publications or advertising - whether or not with the use of Information and Data Carriers.
6. In the event that the provisions of this article are violated, the penalty clause pursuant to Clause 25 applies. This penalty does not affect all other rights or claims of the Client under this Contract and/or the law, including but not limited to its claim to performance and/or right to damages.

Clause 33. Applicable law

The Contract and the legal relationship between the Client and Other Party is governed by Dutch law.

Clause 34. Competent court

1. Differences of opinion between the Client and the Other Party will be resolved amicably in so far as possible. If a difference of opinion is not resolved amicably, a dispute will be deemed to exist.
2. All disputes, including those regarded as such by only one of the parties, which may arise as a result of or in connection with the interpretation or implementation of these provisions or the Contract will be submitted exclusively to the District Court of Oost-Brabant, location 's-Hertogenbosch, unless the parties jointly agree in writing to another form of dispute resolution.

Clause 35. Concluding provision

Unless agreed otherwise, communications regarding the Contract, regardless of the form, will be conducted in Dutch.

These terms and conditions may be referred to as: General Terms and Conditions of Purchase of the Pivot Park.