

Bilfinger Height Specialists B.V.

GENERAL CONDITIONS PROJECTEN BILFINGER HEIGHT SPECIALISTS B.V.

ARTICLE 1. DEFINITIONS AND ABBREVIATIONS

- 1.1 Involved party
Natural person whose Personal Data are processed.
- 1.2 Special danger
A risk associated with the Assignment of personal injury or death of the persons engaged by or on behalf of Bilfinger Height Specialists B.V. who perform the Assignment – including the managerial persons – that is not inherent to working at height, including – but not limited to – the risk of damage that arises from the unsoundness of the seed(s) in which the work is to be performed or from the unsafety of the environment where the Assignment is to be performed.
- 1.3 Estimated salary
The applicable wage for the Assignment multiplied by the estimated lead time excluding breaks and Waiting hours.
- 1.4 Bilfinger Height Specialists B.V.
The private company with limited liability Bilfinger Height Specialists B.V., with the registered office in Bergschenhoek, being the user of the general terms and conditions and the contractor who concludes the Agreement and by or on behalf of whom the Assignment(s) are performed.
- 1.5 Principal
The amount owned by the Client to Bilfinger Height Specialists B.V., the outstanding amount of which is increased at the end of each year by the statutory commercial interest.
- 1.6 Order
The services or the material work that Bilfinger Height Specialists B.V. must perform on the basis of an Agreement concluded with the Client.
- 1.7 Client
The natural person(s) or legal entity that has given the Order to Bilfinger Height Specialists B.V. to provide services or to create a work of a material nature and its legal successor.
- 1.8 Agreement
The Agreement entered into and/or amended between Bilfinger Height Specialists B.V. and the Client, the content and amendments of which in the event of a dispute between Bilfinger Height Specialists and Client are determined by the Written confirmation thereof by Bilfinger Height Specialists B.V., whether or not in the form of a Written agreement.
- 1.9 Parties
Bilfinger Height Specialists B.V. and the Client
- 1.10 Personal data
Information that relates to, or can be traced back to, a specific person such as, name and address, telephone number, e-mail address, profession, or cookies.
- 1.11 Projectplan
The plan drawn up by or on behalf of Bilfinger Height Specialists B.V. in which the working method of the Assignment to be carried out by or on behalf of Bilfinger Height Specialists B.V. is described, in which the Risk Inventory and Evaluation of the project is also laid down (RI+E).

- 1.12 Guidelines
The guidelines for certification for working at height: IRATA, VCA-P and ISO 9001/2015 and future guidelines to replace them.
- 1.13 Rope Access Manager
The person charged by Bilfinger Height Specialists B.V. with the management of the execution of the Assignment who is ultimately responsible for the execution and delivery of the Assignment.
- 1.14 Written
By letter or electronic means of communication, including e-mail, Whatsapp, SMS and such.
- 1.15 Confidential information information and data concerning the company of Bilfinger Height Specialists B.V. and of (legal) persons affiliated to Bilfinger Height Specialists B.V. , of which the Client knows or should reasonably know that they are confidential.
- 1.16 Processing of Personal Data
Virtually all actions relating to Personal Data such as, but not limited to, retrieval, collection, consultation, recording, updating, storage, transmission and deletion.
- 1.17 Terms and Conditions
These general terms and conditions of which Bilfinger Height Specialists B.V. is the user.
- 1.18 Waiting hours
Time during the execution of the Assignment, other than through breaks, that cannot reasonably be worked by circumstances occurring through no fault of Bilfinger Height Specialists B.V., such as, but not limited to, weather conditions or the presence of persons or things that make the work cannot be carried out in a responsible manner, the inaccessibility of the work location and the delayed delivery of materials or equipment to be provided by the Client.

ARTICLE 2. APPLICABILITY OF CONDITIONS

- 2.1 These Conditions apply to all offers and acceptances made by or on behalf of Bilfinger Height Specialists B.V. and to all Agreements concluded by Bilfinger Height Specialists B.V., unless explicitly agreed otherwise in writing.
- 2.2 Applicability of the conditions of the Client or third parties is explicitly rejected.
- 2.3 In case of conflict between a provision of these Conditions and a written agreement between Bilfinger Height Specialists B.V. and the Client, the written agreement prevails.

ARTICLE 3. PROCESSING OF PERSONAL DATA

- 3.1 Insofar Personal Data must be processed in the context of the performance of the Agreement, these Personal Data will be processed in a proper and careful manner and in accordance with the Personal Data Protection Act, the General Data Protection Act and other applicable privacy legislation.
- 3.2 Bilfinger Height Specialists B.V. will (have) take technical and organizational measures to protect the Personal Data against loss and unlawful processing, taking into account the state of the art and the nature of the processing. If the Client itself makes Personal Data available or has Personal Data made available to Bilfinger Height Specialists B.V., it will ensure that corresponding technical and organizational measures are taken.

- 3.3 Bilfinger Height Specialists B.V. has a privacy statement in which Data Subjects are informed about, among other things, the Personal Data that are processed, the purposes for which the Personal Data are processed and the rights of the Data Subject. The Client and the Involved Parties associated with the Client whose Personal Data are processed in the execution of the Agreement or Order, are advised to read this privacy statement before providing Personal Data to Bilfinger Height Specialists B.V.. The privacy statement is available at the following website address www.heightspecialists.bilfinger.com and is made available to the Client at the same time as these Terms and Conditions. Upon request, the privacy statement will again be provided to Client and to designated potential parties involved.

ARTICLE 4. EXECUTION OF THE AGREEMENT

- 4.1 Bilfinger Height Specialists B.V. is only obliged to execute the Assignment and the Agreement after the Customer has paid any applicable (first) advance payment and has provided Bilfinger Height Specialists B.V. with the documents (including permits), data and other information requested by Bilfinger Height Specialists.
- 4.2 The manner in which the Assignment is executed by or on behalf of Bilfinger Height Specialists B.V. is recorded in a Project Plan drawn up by the Rope Access Manager of Bilfinger Height Specialists B.V., adjusted if necessary during the Assignment, and approved by the Customer in accordance with the Guidelines. Within the framework of the Project Plan and the Guidelines, Bilfinger Height Specialists is free to determine how they perform the Assignment.
- 4.3 Bilfinger Height Specialists B.V. supplies all materials, tools, equipment, personal protective equipment as well as the complete documentation and administration for the safe and efficient execution of a project on the projects, unless explicitly stated otherwise in writing.
- 4.4 A term agreed between Bilfinger Height Specialists B.V. and the Client for the execution of the Assignment is never fatal, unless explicitly agreed otherwise in writing between Bilfinger Height Specialists B.V. and the Client. Bilfinger Height Specialists B.V. and the Client, in the event of (the threat of) exceeding the non-lethal term, will discuss a new term within which the Assignment must be executed. Article 7:756(1) of the Dutch Civil Code explicitly does not apply in the event of exceeding a non-fatal deadline or of exceeding a fatal deadline, which exceeding of a fatal deadline is for the account of the Client.

ARTICLE 5. ACCEPTANCE OF WORK AND DELIVERY

- 5.1 If the Customer does not inspect the work within one week after Bilfinger Height Specialists B.V. has indicated that the work can be delivered, and whether or not accepts the work under reservation or rejects it under indication of the defects, the Customer is deemed to have tacitly accepted the work. After acceptance, the work is considered completed.
- 5.2 Bilfinger Height Specialists B.V. does not give any guarantees on the services it provides, the work it creates or on the items used in it, unless explicitly agreed otherwise in writing between Bilfinger Height Specialists and the Client. After completion of the work performed, the work performed is at the expense and risk of the Client. Bilfinger Height Specialists B.V. is not obliged to carry out repair work, unless there is an attributable shortcoming of Bilfinger Height Specialists B.V. or a person engaged by him to carry out the Assignment.

ARTICLE 6. DOCUMENTS AND DATA

- 6.1 The Client is obliged to make all documents, information and data -including: permits, drawings, plans, calculations and specifications - which Bilfinger Height Specialists B.V. deems necessary for the execution of the Assignment available to Bilfinger Height Specialists B.V. in the desired form, in the desired manner and in a timely manner. Bilfinger Height Specialists B.V. determines what is meant by "desired form", "desired manner" and "timely".
- 6.2 The Client is responsible for the accuracy, completeness and reliability of the documents, information and data provided by it, even if these originate from third parties.
- 6.3 Article 7:754 of the Dutch Civil Code is explicitly not applicable to the Agreement concluded between Bilfinger Height Specialists B.V. and the Client.

ARTICLE 7. HEALTH AND SAFETY

- 7.1 The Client is responsible for the safety of the location where the work is to be performed and of the goods to which or, if provided by the Client, the goods with which the work is to be performed. The Client is responsible for the safety of its employees and third parties who move to or around the location during the Assignment. The Client shall ensure that persons not working on the Assignment and items not to be used for the Assignment are not in such a location during the work that they run the risk of damage.
- 7.2 The Client is responsible for the expertise and medical suitability of third parties engaged by it to assist Bilfinger Height Specialists B.V. in the execution of the Assignment.
- 7.3 It is at the exclusive discretion of Bilfinger Height Specialists B.V. whether the Assignment can be performed in a responsible manner and, if not the case, what measures must be taken to execute the Assignment in a responsible manner. Bilfinger Height Specialists B.V. is entitled to temporarily or definitively terminate the Assignment if in its opinion the Assignment cannot be executed in a responsible manner.
- 7.4 Section 7:754 of the Dutch Civil Code explicitly does not apply to the Agreement concluded between Bilfinger Height Specialists B.V. and the Client.

ARTICLE 8. PRICE

- 8.1 The price agreed between the Parties is a price based on subsequent calculation, unless Bilfinger Height Specialists B.V. has explicitly agreed another price in writing. Indications issued by Bilfinger Height Specialists B.V. of the time and costs to be spent on an Assignment are estimates from which the Customer cannot derive any expectations and rights regarding the final price to be paid for the Assignment and the time to be spent on the Assignment, unless explicitly agreed otherwise in writing between Parties.
- 8.2 When determining the wages due as part of the price, the hourly rate agreed between Parties or, in the absence thereof, the hourly rate of Bilfinger Height Specialists B.V. at the time of the start of the execution of the Agreement for persons with a similar education and experience as the persons who employed Bilfinger Height Specialists B.V. on the Assignment applies. Wages are due for the time worked, the time during which a break is taken, the time during which a person travels to and from the work location and Waiting hours. Breaks and Waiting hours are charged at one hundred percent of the applicable hourly rate, whereby the number of breaks to be taken and Waiting Hours to be taken into account in connection with safety considerations are at the exclusive discretion of Bilfinger Height Specialists B.V. Travel time is charged at fifty percent of the applicable hourly rate per person working on the Assignment.

- 8.3 Prices stated by Bilfinger Height Specialists B.V. are exclusive of costs to be incurred for the execution of the Agreement, VAT, travel time, Waiting hours and break time, unless Bilfinger Height Specialists B.V. has explicitly determined otherwise in writing. Any warning obligation in the event of imminent exceeding of the price therefore relates exclusively to the price excluding the aforementioned items, except in so far a price including these items has been explicitly agreed in writing.
- 8.4 Travel costs will be charged at an amount of € 0.50 per kilometre per vehicle used on the Order, calculated to the shortest route according to the ANWB route planner.
- 8.5 If the travel time for a person working on the Assignment is more than one hundred kilometres per one-way journey, calculated to the shortest route according to the ANWB route planner from the registered office of Bilfinger Height Specialists B.V. stated in these conditions to the location where the work is to be performed, then during the execution of the Assignment he will stay in an accommodation selected by Bilfinger Height Specialists B.V. near the work location. In that case, the Client will be charged the costs of accommodation, breakfast and lunch -including tax -per day to the person employed per Assignment, increased by the travel expenses arranged under article 8.4.
- 8.6 For the execution of the Assignment, materials, tools, equipment, personal protective equipment and other items to be purchased will be charged to the Client.
- 8.7 Bilfinger Height Specialists B.V. is entitled to request an advance payment from the Client for the wages to be paid and the costs to be paid.
- 8.8 The warning obligation referred to in Article 7:752, paragraphs 2 and 3, in the event of imminent exceeding of an agreed target price or price dependent on the duration of a project, shall only apply in the event of imminent exceeding of the price by more than twenty percent. In the event that the agreed price is exceeded by no more than twenty percent, the Client shall not be entitled to terminate the Contract and/or Order.
- 8.9 Bilfinger Height Specialists B.V. is authorized to pass on cost increases as referred to in article 7:753, paragraph 1 in conjunction with paragraph 3 of Book 7 of the Dutch Civil Code to the Client without intervention of the court. Cost increases that may be passed on in the sense of this article are cost increases that are the result of mandatory legislation, of cost price increases over which Bilfinger Height Specialists B.V. has no influence and of extra work or measures that need to be taken to carry out the work in a responsible manner. In the latter case, the Client may also be charged for the related working hours including breaks, waiting hours and travel time without judicial intervention in accordance with the applicable wages.

- 8.10 If the Agreement is terminated before the planned start date of the Assignment by the Client or, due to an attributable shortcoming on the part of the Client, by Bilfinger Height Specialists B.V., the Client owes the following to Bilfinger Height Specialists B.V., unless the Agreement is terminated on the grounds of a nullification or loss of the object on which the work is to be performed within the meaning of the following article:
- a. in the event of an agreed or Estimated wage equal to or less than € 250.000, – for the entire Assignment and termination more than 48 hours before the planned start date of the Assignment: the costs incurred by Bilfinger Height Specialists B.V. in connection with the Assignment until the time of receipt of the notification that the Assignment will be terminated, or;
 - b. for an agreed or Estimated wage equal to or less than € 250.000, – for the entire Assignment and termination equal to or less than 48 hours but more than 24 hours before the planned start date of the Assignment: fifty percent of this agreed or Estimated wage for the entire Assignment plus the costs incurred by Bilfinger Height Specialists B.V. up to the time of receipt of the notification that the Assignment will be terminated, or;
 - c. in the event of an agreed or Estimated wage equal to or less than € 250.000, – for the entire Assignment and terminated equal to or less than 24 hours before the planned start date of the Assignment: the agreed or Estimated wage for the entire Assignment plus the costs incurred by Bilfinger Height Specialists B.V. up to the time of receipt of the notification that the Assignment will be terminated, or;
 - d. in the event of an agreed or Estimated wage of more than € 250.000, – for the entire Assignment and termination equal to or less than fourteen calendar days but more than seven calendar days before the planned start date of the Assignment: fifty percent of the agreed or Estimated wage for the entire Assignment plus the costs incurred by Bilfinger Height Specialists B.V. up to the time of receipt of the notification that the Assignment will be terminated, or;
 - e. in the event of an agreed or Estimated wage of more than € 250.000, – for the entire Assignment and termination equal to or less than seven days prior to the planned start date of the Assignment: the agreed or Estimated wage for the entire Assignment plus the costs incurred by Bilfinger Height Specialists B.V. up to the time of receipt of the notification if the damage it has suffered as a result of the cancellation exceeds the fixed amounts provided for in this article.
- 8.11 If the (further) execution of an Assignment becomes impossible because the item on which or to which the work must be carried out is destroyed or lost without this being attributable to Bilfinger Height Specialists B.V., Bilfinger Height Specialists B.V. will be entitled to a proportionate part of the agreed wage for the work already carried out and up to that point the costs incurred, even if the item was under Bilfinger Height Specialists B.V.. Section 7:757(2) of the Dutch Civil Code is expressly not applicable. If the item on which or to which the work must be carried out is (partly) lost or destroyed as a result of intent or gross negligence on the part of the Client, Bilfinger Height Specialists B.V. is nevertheless entitled to the agreed or Estimated wage for the entire work and the costs incurred up to that point. Article 7:756(1) of the Dutch Civil Code explicitly does not apply in the event that the execution of the Assignment becomes impossible without this being attributable to Bilfinger Height Specialists B.V..



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- 8.12 If the Agreement is terminated during the execution of the Assignment by the Client or, in connection with an attributable failure on the part of the Client, by Bilfinger Height Specialists B.V. without there being any loss or destruction of the object as referred to in the previous article, Bilfinger Height Specialists B.V. will be entitled to the full agreed or Estimated wage for the Assignment and to the costs incurred for the Assignment up to that point, unless the termination is justified by an attributable failure on the part of Bilfinger Height Specialists B.V. or the Client under the Agreement, including the Conditions, was otherwise entitled to terminate the Agreement. Sections 7:411(1) and 7:764(2) of the Dutch Civil Code are expressly not applicable.

ARTICLE 9. INVOICING AND PAYMENT

- 9.1 The wages and costs will be invoiced to the Client at the end of each calendar month after the (deemed) delivery or, if the execution of the Assignment takes one calendar month or longer, at the end of each calendar month. If an hourly rate has been agreed upon, invoicing will take place on the basis of the time registration of Bilfinger Height Specialists B.V.
- 9.2 Invoices must be credited to the designated account of Bilfinger Height Specialists B.V. within thirty calendar days after the invoice date, without any right to deduction, discount or setoff. If payment is not made within this deadline, the Client will be in default without further notice of default or written liability being required and Bilfinger Height Specialists B.V. will be entitled to charge the compound statutory commercial interest as well as the extrajudicial costs referred to in article 7:96, paragraph 2 and the judicial costs to the Client.
- 9.3 The reasonable costs for obtaining payment out of court are fixed in advance at fifteen percent of the principal sum for each collection act, without prejudice to Bilfinger Height Specialists B.V.' right to instead charge the actual collection costs incurred to the Client if these are higher than this fixed amount. In the event of a jointly awarded Assignment, the Clients are jointly and severally liable for the payment of the principal sum, the current statutory commercial interest and the (extra)judicial costs.
- 9.4 If, in the opinion of Bilfinger Height Specialists B.V., the financial position or payment behaviour of the Client gives cause to do so, Bilfinger Height Specialists B.V. is entitled to demand that the Client immediately provides (additional) security in a form to be determined by Bilfinger Height Specialists B.V.. If the Client fails to provide the requested security, Bilfinger Height Specialists B.V. is entitled to immediately suspend the further execution of the Agreement, without prejudice to the other powers to which Bilfinger Height Specialists B.V. is entitled.

ARTICLE 10. LIABILITY

- 10.1 Bilfinger Height Specialists B.V. is not liable for damage, including consequential damage, that arises for (persons of) the Client or for third parties by the failure, late or improper performance of persons engaged by or on behalf of Client.
- 10.2 Bilfinger Height Specialists B.V. is not liable for damage, including consequential damage, that arises for (persons of) the Client or for third parties because in the execution of the Assignment use is made of faulty goods provided by or on behalf of the Client or because the goods to which the work must be performed are faulty, unless the Assignment concerns the creation of a work of a material nature and the damage is the result of a hidden defect that is caused by Bilfinger Height Specialists B.V., or a person charged by Bilfinger Height Specialists B.V. with the management of the execution of the work.



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- 10.3 Bilfinger Height Specialists B.V. is not liable for damage that arises as a result of the delayed or non-delivery of the agreed work due to:
- a. the agreed activities cannot be performed in a responsible manner and the execution of the Assignment is therefore temporarily or permanently suspended, or;
 - b. the permit(s) necessary for the execution of the Assignment are withdrawn by the competent authority and the Assignment can therefore temporarily or permanently not be executed, or;
 - c. the location where the Assignment is to be carried out is not accessible and the Assignment can therefore temporarily or permanently not be carried out, for example because the access roads to the location are closed, or;
 - d. there are (other) external circumstances that are not attributable to Bilfinger Height Specialists B.V. or the third parties engaged by Bilfinger Height Specialists B.V. and the Order can therefore temporarily or permanently not be executed, including for example; armed conflict, war, insurrection, civil unrest, riots and mutiny, terrorist actions, earthquakes, nuclear reactions, weather conditions, trade and economic sanctions, an epidemic, a virus and such.
- 10.4 Bilfinger Height Specialists B.V. is not liable for damage, including consequential damage, to a person not involved in the execution of the Assignment or to his or her goods because this person and/or his or her goods are located at or around the location where the Assignment is to be executed. Nor is Bilfinger Height Specialists B.V. liable for damage to a person, or to his goods, that have been engaged by or on behalf of the Client for the execution or supervision of the Assignment, unless this damage is the result of an attributable shortcoming of Bilfinger Height Specialists B.V..
- 10.5 Bilfinger Height Specialists B.V. is not liable for damage that occurs during the Agreement to the work or to the object on which the work is to be performed, even if the object and the work were under Bilfinger Height Specialists B.V., except insofar this damage is the result of an attributable shortcoming of Bilfinger Height Specialists B.V.. Section 7:757, paragraph 2, of Book 7 of the Dutch Civil Code explicitly does not apply between Parties.
- 10.6 Bilfinger Height Specialists B.V. has the right but is not obliged to repair or limit the damage to property, including consequential damage, caused by the execution of the Assignment by repairing or improving these items.
- 10.7 Any compensation to be paid by Bilfinger Height Specialists B.V. is at all times limited to the amount paid by the insurer of Bilfinger Height Specialists B.V. in the case concerned, increased by any applicable excess. If the damage suffered is not insured and/or the insurer does not pay compensation, any compensation to be paid by Bilfinger Height Specialists B.V. is limited to the amount of wages that the Client owes Bilfinger Height Specialists B.V. for the Assignment, during the execution of which the damage is suffered, until the time the damage is suffered. In the absence of an insurance payment, the compensation to be paid by Bilfinger Height Specialists B.V. will in no case exceed € 10,000 (in words: ten thousand Euros and zero Eurocent) per attributable shortcoming, unless parties -in view of the scope of the Assignment or the risks associated with the Assignment -have explicitly agreed otherwise in writing. A coherent series of attributable shortcomings shall be regarded as one attributable shortcoming.
- 10.8 Any legal claim due to a defect in the delivered work shall lapse one year after the Client has protested in this respect. Regardless of the type of work to be created, the legal claim shall in any case expire five years after delivery.



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- 10.9 (Only) the Client is liable for the damage, including consequential damage, that arises for Bilfinger Height Specialists B.V., the Client or for third parties because the Client does not provide information, data, documents, administration, documentation, permits and (other) items required for the execution of the Assignment, does not make them available on time, incorrectly, faulty, incomplete, not in the desired form or not in the desired manner. The Client is obliged to compensate the extra costs and extra hours incurred by or on behalf of Bilfinger Height Specialists B.V. as a result, as well as the other damage for Bilfinger Height Specialists B.V. or for third parties.
- 10.10 The Client is liable for the damage, including consequential damage, that Bilfinger Height Specialists B.V. and/or the persons engaged by Bilfinger Height Specialists B.V. suffer as a result of the realisation of a special hazard not attributable to Bilfinger Height Specialists B.V. associated with the Assignment.
- 10.11 In case of (imminent) damage, the Client is obliged to inform Bilfinger Height Specialists B.V. immediately and to follow the instructions of Bilfinger Height Specialists B.V. or a third party designated by Bilfinger Height Specialists B.V..
- 10.12 The Client indemnifies Bilfinger Height Specialists B.V. against claims of third parties of which the payment or compensation under the Agreement, the Conditions forming part thereof or the law is for its account and risk.

ARTICLE 11. SUSPENSION AND TERMINATION

- 11.1 Bilfinger Height Specialists B.V. has the right to suspend the execution of the Assignment and the Agreement until the time that the Client has fulfilled its obligations or until the Assignment can (responsibly) be executed, without prejudice to the other powers vested in Bilfinger Height Specialists B.V. by law or the Agreement, including the Conditions. Bilfinger Height Specialists B.V. is entitled to terminate the Agreement which has been entered into for a definite period of time or which ends by completion for important reasons, without prejudice to the other powers to which Bilfinger Height Specialists B.V. is entitled pursuant to the law and the Agreement. The Agreement that has been entered into for an indefinite period can be terminated by Bilfinger Height Specialists B.V. regardless of the reason.
- 11.2 The Client is entitled to terminate the Agreement and/or the Assignment for whatever reason, whereby it must pay Bilfinger Height Specialists B.V. the compensation(s) provided for in these Conditions or, if different, the compensation(s) agreed in writing, unless it concerns one of the exceptional cases applicable under the Agreement, including the Conditions. In cases where the Agreement or Order can be dissolved, Customer must in any case pay the compensation and penalties provided for in the Agreement and the Conditions, except in the case of an attributable shortcoming of Bilfinger Height Specialists B.V. that justifies that part or no compensation or penalty is paid.
- 11.3 Termination of the Agreement by the Client and Bilfinger Height Specialists B.V. takes place in writing with due observance of a notice period of two calendar weeks. The termination will state the reason for termination of the Agreement. In case of serious reasons for termination of the Assignment and/or the Agreement, the termination will take place in writing stating the reason for the termination but no notice period needs to be observed. In any case, serious reasons include: the impossibility to execute the Assignment or to execute the Assignment in a responsible manner, a (impending) suspension of payments by the Client, a (impending) bankruptcy of the Client and the Client's failure to fulfil its payment obligations.



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ARTICLE 12. NON-COMPETITION

- 12.1 The Client is explicitly not permitted to use personnel of Bilfinger Height Specialists B.V. or third parties engaged or to be engaged by Bilfinger Height Specialists B.V. in the execution of its Assignments -directly or indirectly or via a third party-paid or unpaid -for the execution of the Assignment or, during two years after execution of the Agreement, for future Assignments that Bilfinger Height Specialists B.V. usually offers. The same prohibition applies to approaching the aforementioned persons for the aforementioned purpose.
- 12.2 The Client is not permitted to try to persuade staff of Bilfinger Height Specialists B.V. - either directly or through a third party -to join the company or to work for it in any other way directly or indirectly with the aim of competing with Bilfinger Height Specialists B.V. or to have this person otherwise perform work that Bilfinger Height Specialists B.V. tend to offer.
- 12.3 The Client is not permitted -directly or indirectly -to run a company (or have it run) offering work that is similar to the work that Bilfinger Height Specialists B.V. usually offers, to have a financial interest in it or to provide such a company with Confidential information of Bilfinger Height Specialists B.V. or of third parties engaged by Bilfinger Height Specialists B.V.

ARTICLE 13. CONFIDENTIALITY

- 13.1 The Client is obliged to keep confidential all Confidential information concerning Bilfinger Height Specialists B.V., the third parties engaged by Bilfinger Height Specialists B.V. and the (legal) persons affiliated with Bilfinger Height Specialists B.V. and these third parties. More specifically, the Customer is not permitted to provide - directly or indirectly -price quotations, brochures, documentation -including the Proposal and Project Plan made for the execution of the Assignment, customer files, procedures, brands, photographs, film material or other visual material, illustrations, concepts or goods used in the execution of the Assignment to third parties or to provide them with the following information otherwise provide information thereon.

ARTICLE 14. (INTELLECTUAL) PROPERTY

- 14.1 The execution of the Assignment by Bilfinger Height Specialists B.V. or by third parties does not imply the transfer of intellectual property rights that belong to Bilfinger Height Specialists B.V. or these third parties. All intellectual property rights that arise during or result from the preparation, execution, delivery or presentation of the Assignment -including advice, concepts, working methods, (model) contracts, project plan, photographs, film material or other visual material, illustrations, systems, system designs and computer programs -belong to Bilfinger Height Specialists B.V. or these third parties, unless explicitly agreed otherwise in writing between Bilfinger Height Specialists B.V. and the Client.
- 14.2 Insofar as the Client is entitled to the Copyright on any work developed or used within the framework of the Assignment or the Agreement, it undertakes in advance to transfer the Copyright to Bilfinger Height Specialists B.V. or to a third party designated by Bilfinger Height Specialists B.V..
- 14.3 Bilfinger Height Specialists B.V. is authorized to make photographs, films and other visual material and illustrations of the work to be performed or performed for the Customer as well as of the items of which this work forms part for the following purposes: marketing, determining the working method and making the Proposal and Project Plan, determining or limiting defects or damage to the work, determining whether the work can be performed in a responsible manner, determining (other) liability. The copyrights to this visual material belong to Bilfinger Height Specialists B.V. and, insofar as this is not the case, are transferred in advance to Bilfinger Height Specialists B.V. in accordance with article 14.2. Bilfinger Height Specialists B.V. is authorized to publish the images and



illustrations on its website(s), in brochures and on billboards. The foregoing powers apply on the understanding that the Personal Data Protection Act, the General Data Protection Ordinance and other applicable privacy legislation are observed.

- 14.4 The Client is not permitted -directly or indirectly, whether or not through the intervention of another party and in any way whatsoever -during or after the Agreement, to use the works on which intellectual property rights of Bilfinger Height Specialists B.V. or third parties are vested or to record them on data carriers, except insofar as necessary in view of the execution of the Agreement, without the express written permission of Bilfinger Height Specialists B.V. or these third parties: use, make public, reproduce, modify, destroy or otherwise render unusable, alienate, rent out or otherwise grant or establish any limited right thereon. The same prohibition applies to (legal) persons affiliated with the Client. Bilfinger Height Specialists B.V. is authorized to attach conditions to its consent. This prohibition extends in particular, but is not limited to, proposals, project plans, folders, customer files and other files made by or on behalf of Bilfinger Height Specialists B.V.
- 14.5 The client is also not allowed to use, change, damage, destroy or otherwise disable, alienate, rent or otherwise establish limited rights on items belonging to Bilfinger Height Specialists B.V., including but not limited to, protective equipment, materials and equipment -other than for the execution of the agreement -without the express written permission of the representative of Bilfinger Height Specialists B.V.
- 14.6 The client is not permitted during or after the execution of the agreement to use the name, domain name, logo or other images to which Bilfinger Height Specialists B.V. can assert any right, unless the representative of Bilfinger Height Specialists B.V. has given express written permission and unless the client can rely on any right to which it is entitled.

ARTICLE 15. PENALTY

- 15.1 In case of violation of the obligations and prohibitions referred to in articles 12, 13 and 14.4 up to and including 14.6 of the Conditions, the Client, without further notice of default or liability, owes Bilfinger Height Specialists B.V. a fine of € 50.000, -per violation and of € 5.000, -per (part of the) day that the violation continues, without prejudice to the right of Bilfinger Height Specialists B.V. to fulfil and instead of the fine(s) full compensation.

ARTICLE 16. AMENDMENT CLAUSE

- 16.1 Bilfinger Height Specialists B.V. is authorized to unilaterally amend these Conditions under the condition that it gives the Client the amended general conditions two calendar months prior to the amendment or by post, e-mail or fax, whether or not via a link stating that the amended conditions can be consulted via this link. In that case, the Client is entitled to dissolve the Assignment and the Contract within one calendar month after the amended general terms and conditions have been sent if the amendment justifies such dissolution. In the absence of dissolution within this period, the Client is bound by the amended general terms and conditions.

ARTICLE 17. REPAIR AND CURRENT VERSION

- 17.1 If any provision of these Terms and Conditions or of the underlying Assignment/Agreement is wholly or partly nullified or annulled, the other provisions shall remain in full force and the provision that corresponds most closely to the purport of the null and void or, in the absence of such provision, the Parties shall consult with a view to formulating a new provision that corresponds as closely as possible to the purport of the null and void or annulled provision.
- 17.2 In the event of any conflict between provisions of the English version of these Terms and Conditions and translated versions thereof, the Dutch version shall prevail.

ARTICLE 18. COMPLAINTS

18.1 Bilfinger Height Specialists B.V. executes all its Agreements with the necessary care. However, it is possible that you still have a complaint about the services or invoices of Bilfinger Height Specialists B.V.. Complaints about the services provided by or on behalf of Bilfinger Height Specialists B.V. should be reported directly to the Rope Access Manager of Bilfinger Height Specialists B.V.. Complaints about invoices and complaints about services that cannot reasonably be reported or resolved directly on site to the Rope Access Manager must be submitted in writing to Bilfinger Height Specialists B.V. within fourteen days of receipt of the service or invoice, stating the facts to which your complaint relates.

ARTICLE 19. APPLICABLE LAW AND FORUM

19.1 These Conditions, the offers, the acceptances and the Agreements of Bilfinger Height Specialists B.V. are governed by Dutch law.

19.2 All disputes that arise about the offers, acceptances and Agreements of Bilfinger Height Specialists B.V. or about these Conditions, are exclusively decided by the competent court within the district of Rotterdam, The Netherlands.

ARTICLE 20. CORRESPONDENCE AND INFORMATION CHAMBER of COMMERCE

The correspondence address of Bilfinger Height Specialists B.V. is:

Bilfinger Height Specialists B.V.
Weg en Land 48
2661 KR Bergschenhoek
T : +31 (0)15 - 2565662
E: info.bhs@bilfinger.com
W: www.heightspecialists.bilfinger.com
Chamber of Commerce number: 80549608
VAT number: NL86 1711798 B01