

Croon Elektrotechniek Aruba N.V. General Purchase Conditions Materials

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Article 1 General

1. In these general purchase conditions the following terms have the following meanings:

General Terms and Conditions: present general purchase conditions;

employment conditions: all agreements regarding the wages owed to employees;

assignment agreement: a purchase agreement, as concluded by the Client with the Contractor;

Client: Croon Elektrotechniek Aruba N.V.;

Contractor: the natural person or legal entity with whom the client has entered into a purchase agreement, or any other agreement on the basis of which the characteristic performance will be delivered by the Contractor;

principal: the natural person or legal entity with whom the client has entered into a purchase agreement;

medewerker(s): the (possible) employees and auxiliary personnel engaged by the contractor for the execution of the assignment agreement;

2. These General Terms and Conditions apply to all requests, offers, activity, agreements, related legal acts and furthermore to any request to a possible Contractor to submit an offer which may lead to an agreement of assignment, to be given by the Client. The offers of the Contractor are binding for the period stated in the offer, yet at least for a period of six (6) months. The assignment agreement given by the Client will be signed by the Contractor immediately and returned to the Client. However, the assignment agreement is deemed to have been accepted by the Contractor if the Contractor has not indicated the contrary in writing to the Client within eight (8) days of the date of the assignment. Unless agreed otherwise in writing.

3. The applicability of general conditions of sale and delivery or other conditions, that are used by the Contractor or that are generally declared applicable, are explicitly rejected by the Client, unless and insofar as the Client has explicitly accepted their applicability in writing. In the event of a conflict between these General Terms and Conditions and provisions in an agreement agreed between the parties, the provisions of the agreement will prevail.

Article 2 Safety

1. The Contractor is obliged to actively support the Client in achieving its objective(s) in the area of safety standards.

2. The Health & Safety Plan ("VGM/Safety-plan"), which will be prepared in respect of the work location, will be complied with by the Contractor without reservation if the Contractor has to carry out (assembly) work at the work location. The Contractor will furthermore, without being able to claim any additional payment, be obliged to follow all instructions given to the Contractor by the coordinator who is charged with supervising compliance with the plan on behalf of the Client.

3. Unless stipulated otherwise in the assignment agreement, the Contractor and his staff members must work on the construction site with due observance of a safety management system.

Article 3 Integrity

In the execution of the assignment agreement, the Contractor and its staff members will observe the standards set out in the most recent version of the Corporate code of the Foundation for the

Assessment of Integrity in the Construction Industry (SBIB).

Article 4 Data

All drawings, designs, models, specifications, digital data and other data that are provided to the Contractor by the Client for the preparation or execution of the assignment, remain the property of the Client.

Article 5 Price

The price agreed upon with the Contractor is fixed. Alterations in costs of materials, wages or other costs are not settled, unless stipulated otherwise in the assignment agreement.

Article 6 Bouw- en andere materialen

1. The materials to be supplied by the Contractor must comply with:

a. the description and/or specification that the Client provided to the Contractor;

b. the reasonable expectation that the Client may have. Delivery of materials must take place after consultation about the date and time, but always within the agreed delivery period. Delivery and unloading of the materials outside normal working hours is not possible without the consent of the Client. If the Client is unable to receive the materials, the Contractor will, in consultation with the Client, arrange for storage and security free of charge until delivery can take place.

2. The ownership of materials is immediately transferred to the Client upon delivery at the (work) location. The ownership and risk of materials that are rejected are considered never to have been transferred to the Client, unless the Client has explicitly stated otherwise.

3. Each shipment must be accompanied by a packing list and a consignment note, stating the order number and, where relevant, the applicable handling, processing, connection, operating and maintenance instructions.

4. The Contractor guarantees and ensures at its own expense that its staff members have all the skills required for a professional, safe and efficient execution of the assignment agreement. The employees must have the required certificates.

5. In the event of misbehavior or unsuitability of one or more staff members or in the event of refusal by one or more staff members to comply with regulations or directions in the area of safety, working conditions, order or the environment, the Client is entitled to deny the concerning staff member(s) access to the work location or to remove the staff member(s) from the work location. In such a case, the Contractor is obliged to immediately arrange for a proper replacement of the staff member(s) concerned, without the Client being obliged to reimburse any costs arising therefrom to the Contractor.

6. the work and rest periods on the construction site and the public holidays recognized generally or at the work location, as well as holidays or other collective days off which are prescribed by the government or in a collective labor agreement to which the Client is bound, will also be observed by the Contractor.

7. The Client must be notified immediately orally and in writing of all accidents or near-accidents on the work location, in which the staff members are involved or which have been observed by the staff members.

8. During the execution of the work, the staff members must be able to show their proof of identity on demand as well as the document showing the residence status with regard to the execution of work. The Contractor will ensure that the Client is enabled to comply with its statutory duty to establish the identity and legality of staff members.

9. Unless agreed otherwise, the Contractor is not permitted to employ staff members of the Client, directly or indirectly, or otherwise to have work carried out for the benefit of the Contractor or to approach these staff members for a position elsewhere.

Article 7 Materieel

1. Unless stipulated otherwise in the assignment agreement, the Contractor must provide all the tools, personal protective equipment and other equipment necessary for the realization of the work.

2. The unloading and loading necessary for the execution of the assignment, including transport, must be performed by the Contractor at its own expense and risk, unless stipulated otherwise in the assignment agreement.

3. The equipment provided to the Contractor by the Client, will at all times remain the property of the Client. Unless the Client has given explicit prior consent in writing, the Contractor is not permitted to remove or use equipment from the work location that belong to the Client.

4. Equipment that is owned by the Client must be verified by the Contractor upon acceptance.

The Contractor must immediately notify the Client of any defects. All of the Client's equipment must be properly used and maintained by the Contractor. As long as the Client's equipment is held by the Contractor, the Contractor carries the risk of damage or loss. The Contractor must insure this risk at its own expense.

5. After the performance of assignment, the Contractor must immediately return all the equipment owned by the Client to the Client in good condition.

Article 8 Execution

1. The progress of the execution of the Contractor's work will be properly and regularly recorded in writing by the Contractor on the instructions of the Client.

2. All instructions provided to the Contractor by the Client relating to the execution of the assignment must be followed without reservation.

Article 9 Subcontracting

1. The assignment agreement, which the Client has provided to the Contractor, may not be wholly or partially be carried out by a third party, unless this is done with the prior written consent of the Client.

2. At all times, the Contractor remains responsible for work that the Contractor has carried out by a third party with the consent of the Client.

Article 10 Inspection

The manner in which the inspection of materials supplied and its parts are inspected, is determined by the Client. The Contractor will enable the Client to comply with all legal and contractual requirements set.

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Article 11 Warranties

1. The Contractor guarantees to the Client, as well as to the principal, that the Assignment will be performed by the Contractor according to the requirements of good and sound workmanship in accordance with the provisions of the assignment agreement and those of the applicable specifications and further with compliance of all other reasonably applicable requirements, standards and regulations.

2. If no other term and/or commencement date is included in the Client's assignment agreement or the applicable specifications, a warranty period of twelve (12) months after completion of the project applies.

Article 12 Liability and insurance

The Client is entitled to compensation for all damages resulting from defects in the materials supplied or work performed by the Contractor or from any other shortcoming that can be attributed to it. Furthermore, the Contractor is liable for all damages resulting from errors made by staff members. At its own expense, the Contractor must ensure a proper insurance that covers its legal and contractual liability for damages.

Article 13 Industrial and intellectual property

The Contractor guarantees that the use of the materials delivered or applied by the Contractor does not infringe the industrial and intellectual property rights of a third party. The Contractor indemnifies the Client against all claims that are instituted in respect of such an infringement.

Objects and working methods that the Contractor has developed in collaboration with or on the instructions of the Client become and remain the property of the Client.

Article 14 Payment

1. Payment can only be made if and insofar as the goods delivered have been approved by the Client and the Contractor has, in addition, fulfilled all its other obligations under the assignment agreement and these General Terms and Conditions. Unless agreed otherwise, payment will then take place within 60 days of receiving the Contractor's invoice.

2. In the event of bankruptcy, or if the Contractor does not provide a positive payment history report from the tax authorities, the Client is entitled to suspend its payment obligations until the Client has received an approving or positive payment history report from the tax authorities.

Article 15 Prohibition of the assignment of claims and pledging

1. Claims that the Contractor has or obtains against the Client cannot be transferred or pledged without the prior consent of the Client.

2. This provision applies as a clause with legal effect under property law as referred to in the relevant laws and regulations.

Article 16 Assurance

The Client has the right to require the Contractor to provide assurance, to the satisfaction of the Client, for the fulfillment of the Contractor's obligations in respect of the assignment agreement.

Article 17 Termination

1. In the event of an attributable failure to perform the obligations by the Contractor, the Client will have the right to terminate the assignment agreement provided to the Contractor without any prior warning or notice of default in whole or in part by means of a single written statement addressed to the Contractor.

2. In the event of termination, the Client will be able to claim compensation for all damages suffered by the Client. The damages will also include: the additional costs that the Client must pay to have the assignment, issued to the Contractor, carried out or completed by a third party.

3. In the event of termination of the assignment agreement, the Contractor is obliged to take back the materials that have been supplied by the Contractor, but which the Client can no longer use as a result of the termination, as soon as possible, but in any case within one month after termination against a refund of all payments that the Contractor may have already received.

Article 18 Nondisclosure

1. In respect of, but not limited to, all data, information and knowledge regarding the assignment or the Client, of which the Contractor has taken cognizance for the assignment issued to him, the Contractor will observe absolute confidentiality.

2. The Contractor is prohibited from keeping important documents and copies outside the working atmosphere for longer than is necessary for the performance of the assignment agreement. The Contractor is obliged to return the documents immediately after the assignment and not to keep copies.

Article 19 Applicable law, disputes & consequences of nullity or voidability

1. Aruban law applies to the assignment agreement provided to the Contractor. If any provisions of the assignment agreement or these General Terms and Conditions is in conflict with mandatory law, then that provision is nonbinding, but the other provisions remain in full force. A provision that is void or voidable will in that case be replaced by a provision that comes closest to what the Client had in mind when drawing up the conditions on that topic.

2. If and insofar as the Contractor is established outside Aruba, the Client may (in the event of the Contractor's exclusion), without prejudice to the foregoing, have disputes with the Contractor settle at all times by the competent foreign court. If the Client is the winning party in any dispute, the Contractor is obliged to reimburse the Client for all litigation and extrajudicial costs.