

General Terms and Conditions Mammoet ICT 2014 – Purchase and Hiring

1. Definitions

- 1.1. Acceptance: the written consent by Mammoet that the individual components of the Assignment each separately and in mutual conjunction comply with the specifications agreed between Parties.
- 1.2. Acceptance Test: the test/test procedure to determine and show that the individual components of the Assignment each separately and in mutual conjunction comply with the agreed specifications and the intended purpose.
- 1.3. General Terms and Conditions: these General Terms and conditions Mammoet ICT 2014 - Purchase and Hiring.
- 1.4. Equipment: equipment and/or hardware, including its Documentation and materials to be supplied by the Supplier on the basis of the Agreement, to which, or in connection with which the Programs are to be implemented by the Supplier and are to be functioning.
- 1.5. Contract price: the price for the Assignment, as agreed upon in the Agreement.
- 1.6. Documentation: information in any form, whether or not electronic, including books, papers, documents, contracts, financial bookkeeping, ledgers, registrations, purchase orders, invoices, bookkeeping receipts, receipts and payment vouchers, recapitulative statements, correspondence, memorandums, assignments, staff records, time sheets, wages administrations, control documents, registers, declarations, overviews, communications, reports, written and other information about internal procedures and management measures, computer data, source codes, functional designs, technical designs, and other particulars.
- 1.7. Services: the services that will be/are provided under the agreement by the Supplier.
- 1.8. Supplier: the party that sells, hires out, makes available and/or renders Equipment, Programs, other materials or goods, Personnel and/or services to Mammoet, or is intending to do so.
- 1.9. Custom Made Programs: the programs, computer programs and/or software to be developed by the Supplier on behalf of Mammoet, also including the alterations and/or additions on the Standard Programs inclusive of the accompanying Documentation as specified in the Agreement.
- 1.10. Mammoet: the company, belonging to the Mammoet Group, that enters into an Agreement with Supplier, or intends to do so.
- 1.11. Mammoet Group: the group of companies, whether established in the Netherlands or elsewhere, which are directly and/or indirectly associated with Mammoet Holding B.V., a company established according to Dutch Law, with place of establishment and office in the Netherlands, and every individual company belonging to that group.
- 1.12. Additional Work: an assignment from Mammoet to Supplier for adjustments and/or additions and/or extensions of the Assignment and/or implementation period.
- 1.13. Assignment: all performances under the Agreement accepted by Supplier, as specified in the Agreement.
- 1.14. Agreement: the separate agreement between Mammoet and the Supplier with regard to the Equipment, Programs, other materials or goods, Personnel and/or Services that will be/are sold, rented, made available and/or rendered to or under the authority of Mammoet, including all appendixes therewith and/or adjustments thereof and/or additions thereto, also including these General Terms and Conditions.
- 1.15. Personnel: the personnel which is and/or will be made available under the Agreement by the Supplier.
- 1.16. Standard Programs: programs, computer programs and/or software with accompanying Documentation as specified in the Agreement, which is not developed specifically for the benefit of Mammoet by Supplier.
- 1.17. Force Majeure: circumstances which cannot be influenced by any Party, which occur through no fault or negligence of any Party and which cannot be avoided or prevented by taking reasonable measures, as specified in these General Terms and Conditions.
- 1.18. Party: Mammoet or the Supplier.
- 1.19. Parties: Mammoet and the Supplier collectively.
- 1.20. Programs: the entirety of Standard and Custom Made Programs, with accompanying updates, new and/or improved versions.

2. Applicability

- 2.1. These General Terms and Conditions are applicable to every Agreement between Mammoet and Supplier, and to all further resulting agreements or connected agreements, and to all (requests for) tenders, offers, declarations of intent, assignments, confirmations of assignment and other documents and actions made and/or performed in preparation for and/or previous to and/or in connection with an agreement.
- 2.2. No terms and conditions of any nature and of any name, which the Supplier applies and/or to which the Supplier refers to and/or which are used continuously – for the services provided- by Supplier, are applicable and all such terms and conditions are hereby explicitly rejected by Mammoet.
- 2.3. These General Terms and Conditions are an integral part of every Agreement. In the event of contradiction between the General Terms and Conditions and the contents of the Agreement, the provisions of the Agreement will prevail.
- 2.4. The most recent version of the General Terms and Conditions is applicable.

3. Realization of the Agreement

- 3.1. Tenders and offers from Supplier to Mammoet will be made available free of charge and will not bind Mammoet.
- 3.2. An offer made by the Supplier is irrevocable during the time period mentioned in the tender. Should the tender not mention a time period, the offer stands during a period of 60 (sixty) days.
- 3.3. The proposition for the (potential) Assignment made by Supplier in his tender and/or offer made, is to fully comply with the by Mammoet requested and by Mammoet reasonably to be expected requirements and specifications.
- 3.4. An Agreement only comes into being at the written consent thereof by Mammoet.
- 3.5. No adjustments of and/or additions to the Agreement or the General Terms and Conditions, including Additional Work, will be applicable, unless agreed in writing and confirmed by Mammoet.

4. Equipment

- 4.1. If the delivering of Equipment is (also) included in the Assignment, title in the Equipment will be transferred to Mammoet at deliverance, unless (the part of) the Contract Price concerning the Equipment is already paid for by Mammoet to the Supplier, in which case the title will be transferred at the time of payment.

5. Programs

- 5.1. If the delivering of Programs is (also) included in the Assignment, title in the Programs will be transferred to Mammoet at deliverance, unless (the part of) the Contract Price concerning the Programs is already paid for by Mammoet to the Supplier, in which case the title will be transferred at the time of payment.
- 5.2. The Programs will at least comply with the in the Agreement stated and reasonably to be expected requirements and specifications.
- 5.3. The Supplier bears the responsibility for the installation and implementation of the Programs.
- 5.4. Supplier has ascertained itself of the by Mammoet intended purpose, and guarantees that the Programs are suitable for the purpose intended by Mammoet.
- 5.5. Mammoet is empowered to make/have made back-ups and/or reserve copies of the Programs and Documentation.
- 5.6. Mammoet is empowered to edit, adapt, extend and/or correct faults of the Programs.
- 5.7. Mammoet is empowered to have installed or to install the Programs on replacement equipment, in order to safeguard the continuity of the company of Mammoet and the Mammoet Group in the event of a failure in the Programs and/or the equipment the Programs are installed and implemented on.

6. Custom Made Programs

- 6.1. In the Agreement, Parties shall specify which Custom Made Programs will be developed and delivered by Supplier and in which way this will occur.
- 6.2. The Supplier shall construct a complete and detailed elaboration of the technical and functional specifications, which will be based on the requirements and specifications stated in the Agreement.
- 6.3. The Custom Made Programs, source and object codes and (other) Documentation will be actually and in title transferred to Mammoet at deliverance of the Custom Made Programs, yet before the Acceptance Test is performed.
- 6.4. The intellectual ownership in the Custom Made Programs, the source and object codes and –other- Documentation will belong to Mammoet or will be transferred to Mammoet immediately at deliverance. Supplier is not empowered to use, multiply, adapt or to make available or otherwise make public the Custom Made Programs, the source and object codes and (other) Documentation.

7. Hiring Personnel

- 7.1. If in the Agreement is –also- included the hiring of Personnel, Parties will establish which requirements –including, but not limited to trainings, certification and work experience- the Personnel is to comply with, previous to the commencement of the Assignment.
- 7.2. The duration of the employment and the working hours will be stated in the Agreement. Travelling time and days on which no work is performed, do not qualify for compensation.
- 7.3. The Personnel is bound to observe and respect the house rules and rules of etiquette applying at Mammoet.
- 7.4. The Supplier is not allowed to replace the Personnel with another person during the Assignment, unless previously consent in writing is received from Mammoet.
- 7.5. Mammoet has the right to demand replacement of the Personnel for reasons of its own. In this event, Supplier shall present a replacement which complies with at least the same requirements as the Personnel, within 48 (forty-eight) hours.
- 7.6. At termination of the hiring of Personnel, all Documents and property of Mammoet made available, also including copies thereof, are to be returned to Mammoet immediately.
- 7.7. The Supplier is at all times responsible for complying with the obligations resting upon it under the fiscal and social security legislation. If Mammoet requests for it, the Supplier is bound to sufficiently demonstrate it has borne responsibility for transferring the sales tax, tax on wages, premiums national insurances and premiums employees' insurances due.
- 7.8. In the event of the Supplier being a temporary employment company, it is a NEN 4400 certified company and included in the Labour Standards Register (Register Normering Arbeid). At first request of Mammoet, Supplier will produce a NEN 4400 certificate. In the event of the Supplier not being a NEN 4400 certified company, the Supplier is to produce a "Declaration of Tax and National Insurance Contributions (Liability of Subcontractors) payment behaviour" ("Verklaring betalingsgedrag Ketten- en Inlenersaansprakelijkheid") from the Dutch tax authorities of maximally 3 months old at first request of Mammoet. A new declaration is to be produced every 3 months for the duration of the Assignment.
- 7.9. The Supplier indemnifies Mammoet against every liability concerning obligations of the Supplier resulting from the tax legislation and the social security legislation.
- 7.10. Mammoet is at all times entitled to deduct the amounts of sales tax, tax on wages, premiums national insurances, premiums employees' insurances and/or any interest or fines charged over these amounts from the payments to Supplier and to transfer these amounts directly to the tax authorities and/or welfare agencies on behalf of the Supplier. In these cases, Mammoet is discharged towards the Supplier by these payments, as far as it concerns these amounts.
- 7.11. Supplier is to be registered as a company which provides workers under the terms of the WAADI Act (Wet Allocatie Arbeidskrachten Door Intermediarissen— Placement of Personnel By Intermediaries Act). Supplier guarantees that it is registered as such and indemnifies the Mammoet Group against all liabilities, costs, fines, damages and/or other consequences.

8. Mammoet network

- 8.1. The Supplier guarantees that it has sufficiently acquainted itself with – the working of- the Mammoet network, –also- including the existing equipment, programs, and the data flows processed thereby. Supplier guarantees that the Equipment and Programs to be supplied are fully suitable for implementation in the Mammoet network and will not cause failures, interruptions, delays and/or have any other adverse effect as a consequence.
- 8.2. If the Supplier deems it necessary for the execution of the Assignment to obtain access to the Mammoet network with its own equipment, Supplier is to state this in writing and explicitly as early as in the offer and/or tender. Only if Supplier has received written consent from Mammoet, it will be authorized to obtain itself access. Mammoet may connect conditions to its consent or revoke or alter the consent at any given moment, without causing Mammoet to become liable for damages.
- 8.3. Personal equipment of Supplier which Supplier wishes to use within the Mammoet network, is to comply at least with the same technical safety requirements as the equipment of Mammoet and may not contain any virus, worm, Trojan horse and/or any other malicious or harmful software.

9. Contract Price

- 9.1. All prices stated by the Supplier in its tenders and offers, will remain valid and may not be altered during the duration of the tender and/or offer.
- 9.2. The Contract Price is a fixed price. It can only be adjusted in case and as far as the Agreement explicitly states the circumstances that may lead to adjustment, as well as the conditions and calculation method of any adjustment. In every other case, the Supplier is not empowered to raise the Contract Price for any reason.
- 9.3. In the Contract Price is included the price for all alterations, additions and/or extensions of the Assignment, unless explicitly otherwise agreed in writing, as a result of Additional Work in accordance with these General Terms and Conditions. The Supplier is not empowered to charge additional amounts for matters and/or services which are not included in the Agreement.
- 9.4. In the Contract Price are included all costs for fulfilment of all obligations of the Supplier under the Agreement and these General Terms and Conditions, whether the concerning provision explicitly states that the costs of fulfilment of such obligations are at the expense of the Supplier or not, and also of all supporting documents and manuals, packaging, transport, loading and unloading, assembling and disassembling, installing, insurance, licences, protection, security and safety, surveillance, and the costs of any locally required obligations with regard to and/or in connection with the Assignment.
- 9.5. With the exception of the VAT, if applicable, all taxes, costs, fines, and/or penalties which are imposed by the government and/or by other authorities with regard to and/or in connection with the Assignment are included in the Contract Price.
- 9.6. All taxes, costs, fines and/or penalties as referred to in previous article clause, are at the expense of the Supplier, whether they are payable by Mammoet or by the Supplier. If and as far as such taxes, costs, fines and/or penalties are charged to and/or paid for by Mammoet, the Supplier will indemnify Mammoet completely.

10. Invoicing and payment

- 10.1. Unless explicitly otherwise agreed in writing, invoicing of the Assignment will occur after integral Acceptance of the Assignment by Mammoet.
- 10.2. All invoices are to contain a specification and all details that will be required by Mammoet.
- 10.3. Every invoice is to be accompanied by all documents Mammoet will require, including but not limited to delivery confirmations and acknowledgements of receipt, for acceptance signed work orders and letters/protocols of acceptance.
- 10.4. Mammoet shall not accept invoices which are not offered to Mammoet in accordance with the provisions of the Agreement. Mammoet will return or retain such invoices awaiting sound supplement in accordance with the provisions of the Agreement.

- 10.5. Every invoice is to be sent to Mammoet within 3 (three) months after Acceptance. The Supplier has no claim on payment of invoices sent to Mammoet after that date and all claims on payment expire as of that date.
 - 10.6. Payment will occur after Acceptance by Mammoet of the concerning performance and after consent by Mammoet of the invoice of Supplier, sent to Mammoet in accordance with the provisions in the Agreement.
 - 10.7. If Mammoet confirms the invoice, payment will occur 60 (sixty) days after receipt and consent by Mammoet of the invoice.
 - 10.8. Mammoet is empowered to set off every claim it has on the Supplier – including but not limited to claims concerning delay compensations, costs, fines and damages- with the payment of the invoices of the Supplier and/or any other amount Mammoet may be due to the Supplier under the Agreement and these General Terms and Conditions and/or any other agreement between Mammoet and the Supplier.
 - 10.9. Mammoet is also empowered to set off every claim any other company in the Mammoet Group has on the Supplier with the payment of the invoices of the Supplier and/or with any other amount Mammoet may be due to the Supplier under the Agreement and/or these General Terms and Conditions and/or any other agreement between Mammoet and the Supplier. The Supplier accepts to be severally liable for every company in the Mammoet Group, including Mammoet itself, for payment by the Supplier of claims of every other company within the Mammoet Group, including Mammoet itself.
 - 10.10. The Supplier is not empowered to practice any lien and/or suspension right with regard to its obligations and hereby explicitly waives such rights.
- 11. Delivering and time of delivery**
- 11.1. All times, time schedules and/or periods for the implementation by the Supplier, included in the Agreement, an Additional Work, or otherwise agreed in writing between Parties, are essential and binding for the Supplier.
 - 11.2. If and as soon as the Supplier knows or reasonably anticipates the commencement and/or progress of the Assignment will be delayed, the Supplier shall instantly inform Mammoet hereof in writing, stating the expected duration of the delay and the circumstances causing such delay.
 - 11.3. If the commencement or continuation of the Assignment is delayed as a result of circumstances the Supplier is responsible for, including every circumstance – other than Force Majeure- occurring on the side of the Supplier, the Supplier shall be in default, without any proof of default being required.
 - 11.4. If the commencement and/or continuation of the Assignment and/or the implementation by the Supplier is delayed as a result of default of the Supplier as referred to in previous article clause, the Supplier shall owe Mammoet the compensation for delay included in the Agreement or otherwise agreed in writing, starting the day the implementation by the Supplier was to occur, without prejudice to the right of Mammoet on compensation for all damages Mammoet suffers and/or will suffer as a result of such delay.
 - 11.5. If between Parties a concrete compensation for delay is not agreed upon in writing, the compensation for delay per day will be equal to the Contract Price divided by the implementation period expressed in terms of working days.
- 12. Additional Work**
- 12.1. Mammoet is at all times empowered to submit Additional Work to the Supplier in writing. The Supplier is not allowed to refuse to implement the Additional Work, unless there are significant reasons for such refusal.
 - 12.2. If, in the opinion of Mammoet, the Additional Work causes extra work for which an additional compensation should be paid to the Supplier, the Additional Work will include the proposition of Mammoet for such compensations.
 - 12.3. Within 5 (five) working days after sending the Additional Work, the Supplier shall inform Mammoet in writing in the event of:
 - a) The Supplier not agreeing with the offered compensation, including a statement of a compensation deemed reasonable by the Supplier; or
 - b) The Supplier wishing to refuse the Additional Work, stating the significant reason the Supplier produces for this.
In the absence of such a notice, the Supplier shall be considered to have accepted the Additional Work, without prejudice to the provisions of clause 6 of this article.
 - 12.4. The Supplier is obligated to implement the Additional Work, unless the Supplier has sent a notice to Mammoet in accordance with the provisions of, and within the time limit of clause 3 of this article and no agreement is reached between Mammoet and the Supplier afterwards.
 - 12.5. If Mammoet receives a notice from the Supplier in accordance with the provisions of, and within the time limit of clause 3 of this article, and if subsequently no agreement between Parties is reached within 5 (five) working days after sending of the notice by the Supplier, Mammoet shall be empowered to assign the Assignment to a third party, without prejudice to the right of Mammoet on damages if the Supplier had no significant reasons for its refusal and/or if the compensation requested by the Supplier is not reasonable.
 - 12.6. Mammoet is empowered to request the Supplier in writing to express itself explicitly in writing on whether the Supplier accepts the Additional Work. In that case, the Supplier is to respond in writing within 5 (five) working days after the sending of the request by Mammoet. In the absence of a written acceptance by the Supplier within that time limit, the provisions of clause 5 of this article are correspondingly applicable.
 - 12.7. Mammoet is also empowered to submit an Additional Work which results in deduction. In this event, the Contract Price will be reduced with an amount consistent with the reduction of the Assignment. Mammoet is empowered, but not obliged, to inform the Supplier in the Additional Work of such reductions of the Contract Price. In the event of Mammoet informing the Supplier of the reductions, the Supplier shall be deemed to have accepted the reduction if it has not informed Mammoet of any objection within 5 (five) working days after the sending of the Additional Work.
 - 12.8. The provisions of the article leave intact the right of Mammoet to instruct the Supplier with regard to the implementation of the Assignment and any part thereof.
- 13. Acceptance**
- 13.1. Mammoet and the Supplier shall determine procedures in the Agreement with regard to the method of working and the execution of the Acceptance Test/Tests. The specifications of the Acceptance Test stated in the Agreement include the agreed (system) characteristics that will be tested. Every delivery or partial delivery of the Assignment shall be submitted to an Acceptance Test as described in the Agreement.
 - 13.2. After previous written notification to the Supplier, Mammoet is empowered to have the subject of the Acceptance Test/Tests examined by an expert third party, before accepting the subject of this Acceptance Test/Tests. The Supplier is obliged to cooperate with this.
 - 13.3. If the Assignment is accepted by Mammoet in parts, an integral Acceptance Test will be executed after the last performed Acceptance Test, to test the mutual connection between the Programs and/or Equipment .
 - 13.4. The results of the Acceptance Test will be recorded in minutes which shall be signed by Mammoet. In these minutes will be indicated whether it is a matter of unconditional acceptance or not, and also the parts that are not accepted. If the Assignment is approved by Mammoet in conformity of the Acceptance Test, the date of signing the minutes of approval will apply as date of Acceptance. Approval of every delivery or partial delivery of the Assignment leaves intact the possibility of disapproval of the entirety based on the integral Acceptance Test.
 - 13.5. If during an Acceptance Test/Tests shortcomings/non-conformity appear, the Supplier is bound to rectify the shortcomings/non-conformity free of charge and in the shortest possible time and to offer the entirety for Acceptance anew, after which the Acceptance Test will be repeated. The costs for the repeated Acceptance Test will be for the account of the Supplier. If at a second Acceptance Test by the Supplier shortcomings/non-conformity appear again, then Mammoet has without further proof of default the right to dissolve the Agreement completely or partially taking effect at once, without being bound to pay damages, without prejudice to other rights of Mammoet. The previous leaves intact the other rights of Mammoet by reason of exceeding of any in the Agreement included delivery period/period by the Supplier.

13.6. Previous to and during an Acceptance Test/Tests, Mammoet is reasonably entitled to operational use of the by the Supplier already made available, if this is necessary for its operational management.

14. Guarantees

- 14.1. The Supplier guarantees during 3 (three) years after the Acceptance date that:
- the Programs and the Equipment shall function continuously;
 - the Programs and the Equipment comply and will remain complying –also at peak load- with the agreed specifications, functionalities, characteristics and performance requirements as couched in the Agreement and also with which may be expected of it by Mammoet in all reasonability;
 - the Programs and Equipment are free of defaults, viruses, worms, Trojan Horses and/or any other malicious or harmful software;
 - the storage and processing capacity and the speed of the Programs and Equipment comply with the expectations of Mammoet;
 - the Programs and Equipment are fully and without any further investments suitable for usage in connection to the Mammoet network;
 - the Programs, the Equipment and the Mammoet network separately and as a combination contain the agreed characteristics, also at peak load;
 - the Programs and Equipment are manufactured efficiently, sound and mutually connected;
 - the Programs and Equipment are documented in such a manner that a relevant expert third party can carry out the maintenance independently, provided that it has the disposal of the source codes. Additionally, the Supplier guarantees that the source codes are of such quality that by means of these source codes the object code can be generated in the customary way;
 - the Programs and Equipment have the agreed characteristics for the means to which Mammoet has obtained the Programs and Equipment and that these comply with the concerning applicable – international- legislation and technical norms;
 - the source code/codes and object code/codes are of such quality that these enable Mammoet to maintain or have maintained the supplied Programs;
 - the Supplier with work on the -computer- systems of Mammoet will bear the responsibility for such safeguarding of the data and/or information stored at these systems, that loss and/or damage of these is prevented;
 - in case of maintenance on the systems, the Supplier shall keep Mammoet informed in writing of all the alterations of any nature that are introduced in the systems.
- The Supplier guarantees that within the period of guarantee, deviations of the provisions in clause 1 shall be corrected in the shortest possible time and free of charge. Corrections also include the introduction of the necessary adjustments in the documentation.
- 14.2. The Supplier guarantees, during a period of 3 (three) years after the delivery of the Equipment or during a period of 3 (three) years after the last production date of the Equipment, which of the two data is the latest, in the event of a failure in the Equipment or parts of the Equipment, to replace these Equipment or parts of the Equipment with at least similar parts within a reasonable time. These obligations for replacement of the Equipment or parts of the Equipment leaves intact the content of and the obligations arising from any entered Agreement on maintenance of the acquired Equipment.
- 14.3. At the request of Mammoet, the Supplier shall with regard to the Equipment give insight on the nature of the failure and the endurance tests implemented on the subject, the developing and the production of the Equipment as soon as possible .
- 14.4. The period of guarantee will be extended with a period equal to the period/periods during which the Programs and/or Equipment are not used or could not be fully used as a consequence of a shortcoming as referred to in this article.
- 14.5. After the period of guarantee ends, the Supplier is not obliged to correct any faults in the Programs and the Equipment, unless a maintenance agreement is entered between Parties which includes such corrections.
- 14.6. If there is a matter of replacement or partial replacement of data storage means, including but not limited to, hard disks, memory sticks, memory

cards, CD-ROMS and DVDs, such means shall be destroyed forthwith and never be offered as refurbished products.

15. Maintenance

- 15.1. The Supplier binds itself at the request of Mammoet, during a period of 5 (five) years, counted from the date of Acceptance of the Assignment, to enter maintenance agreements for the Programs and/or Equipment with a scope and duration as to be determined later in the maintenance agreement. Such maintenance agreement is subject to these General Terms and Conditions. Under the terms of a maintenance agreement, the Supplier shall perform preventative, corrective, adaptive, modifying and/or renewing maintenance on the Programs and/or Equipment, and provide support. During the period of guarantee, no maintenance fee is due.
- 15.2. The Supplier binds itself during the agreed maintenance period to directly inform Mammoet in writing about known defaults which occur in the Programs and/or Equipment, and also concerning situations in which and the way in which these occur and can be corrected.
- 15.3. As part of preventive maintenance, the Supplier shall take all appropriate safeguards and measures in order to make sure the Programs and/or Equipment will –remain- function in accordance with the specifications. As part of renewing maintenance, the Supplier shall adapt the Equipment and Programs including improving and/or supplementing of the functionality to new – legal- regulations and to new technological developments and insights. The installation of functional alterations continually requires previous written consent of Mammoet.
- 15.4. As part of corrective maintenance, the defaults in the Programs and/or Equipment will be arranged in various priority groups in the maintenance agreement. If a default occurs, the Supplier shall have corrected this within the agreed period. If no period has been determined in the maintenance agreement, it applies that the Supplier shall commence corrective maintenance at least within 4 (four) hours after notification of a default by Mammoet, with which the Supplier shall do everything within its power to correct the default as soon as possible.
- 15.5. The Supplier formulates procedures in consultation with Mammoet, on the basis of which the daily system management is to occur, at which can also be agreed on service levels.

16. Further agreements

- 16.1. At the request of Mammoet, Parties shall enter further agreements and/or formulate Documentation in which the Assignment will be further described. Further agreements and/or documentation as referred to in this article are understood to mean, among other things.:
- SLA / Service Level Agreement;
 - DAP / Document Agreement Procedure;
 - Exit plan;
 - Third party access;
 - Data Processing Agreement;
 - Non-disclosure agreement.

17. Escrow

- 17.1. With regard to the Standard Programs, the Supplier shall cooperate with the coming about of an escrow regulation to which Mammoet will participate. Based on the escrow regulation, a copy of the source codes of the most recent version of all Standard Programs supplied by the Supplier, as well as all accompanying development and technical documentation will be deposited with a depositary established in the Netherlands. The Supplier binds itself to deposit periodical and at least the most recent version/versions with this depositary. The escrow regulation will be entered for an indefinite period of time and the costs of it will be at the expense of the Supplier.
- 17.2. The deposited will be placed at the disposal of Mammoet starting immediately by the depot trustee under the terms of the agreed escrow regulation in the situation of:
- the Supplier terminating its activities with regard to the Standard Programs;
 - bankruptcy or moratorium is applied for with regard to the Supplier, or the Supplier is declared bankrupt or moratorium is granted to the Supplier;
 - the Supplier is being liquidated;

d) the Supplier failing to observe any obligations it has towards Mammoet with regard to the Standard Programs.

18. Intellectual and industrial rights of ownership

- 18.1. Without prejudice to the authorities Mammoet is entitled to, the intellectual and industrial property rights with regard to the Standard Programs rest with the Supplier, or with a third supplier, if the Supplier obtains the Standard Programs from a third party.
- 18.2. All intellectual and industrial property rights with regard to the Custom Made Programs rest with Mammoet. These rights are transferred to Mammoet by Supplier, based on this Agreement, which transfer is already accepted by Mammoet directly after the realization of those rights. As far as the transfer of such rights requires a further formality, the Supplier shall render unconditional cooperation to the transfer of such rights and sign all the acts and documents thereto required at first request from Mammoet.
- 18.3. With regard to the Standard Programs, the Supplier grants Mammoet the non-exclusive right to use the Standard Programs for an indefinite period of time. Any licensing conditions from third parties are to be provided to Mammoet by Supplier previous to entering the Agreement, failing that, the Supplier shall indemnify Mammoet completely against all consequences Mammoet will experience due to these licensing conditions. The Supplier hereby sells the date carrier/date carriers on which the Programs are secured to Mammoet.
- 18.4. At the deliverance of Standard Programs or the developing of Custom Made Programs in addition to already existing Standard Programs, the Supplier shall, as he involves the Standard Programs of a third party, contract directly with this third party and bear the responsibility for the required licenses for the use of the Standard Programs for an indefinite period of time.
- 18.5. The Supplier guarantees that the usage of the Programs and Equipment by Mammoet will not infringe any industrial or intellectual property right or other rights of third parties. The Supplier indemnifies Mammoet against all claims of third parties concerning –any- infringement of intellectual and industrial property rights of third parties with regard to the supplied Programs and Equipment and all damages and costs involved.
- 18.6. In the event of an infringement or alleged infringement as referred to in the previous article clause, the Supplier shall replace or alter the Programs and/or Equipment at its own expense and risk in the shortest possible time, in such a way that the infringement will be terminated by this and the functional and technical characteristics and data integrity and data utility will not be harmed by it, or still bear the responsibility for obtaining the required rights (of use).

19. Confidentiality and Information Protection

- 19.1. The Services of the Supplier are to comply with all relevant certifications and all policies and procedures applying at Mammoet, which will be sent to Supplier at the first request .
- 19.2. Subject to explicit written consent of Mammoet, or a legal obligation, the Supplier, its personnel and the third parties involved by the Supplier, are obliged to observe strict confidentiality of all information, know-how and documents concerning the Agreement –including the results of the Agreement- , Mammoet and –client- relations of Mammoet which they may acquire in connection with the implementation of the Agreement. The obligation for strict confidentiality will remain in full force after the implementation and/or termination of the Agreement.
- 19.3. Supplier is to conform to the prevailing privacy legislation, including the regulations on the processing of personal particulars based on the Dutch Personal Data Protection Act.

20. Audit

- 20.1. Mammoet has the right to have audits carried out on the Services provided to Mammoet during the existence of the Agreement. Mammoet bears the responsibility of making sure it is announced seven days in advance when an audit is planned. Every Party shall bears its own expenses that are connected with performing the audit.

21. Termination

- 21.1. Mammoet is empowered to postpone its implementation, including the observing of its liabilities to pay, or an instalment thereof, in case of

omission by the Supplier, without any previous notification being necessary.

- 21.2. Mammoet shall be empowered to dissolve and/or terminate the Agreement taking effect at once, without judicial intervention or intervention by arbitrators, and without being obligated to payment of any compensation to the Supplier, under the following circumstances:
 - a) In the event of omission or foreseen omission by the Supplier, after Mammoet will have summoned the Supplier to rectify the omission in accordance with a term of 5 (five) working days, if the Supplier remains failing to observe in accordance with the summation within the herein set deadline;
 - b) In the event of the ownership in Supplier is being transferred completely or partially to third parties;
 - c) In the event of outsourcing a part of or the complete Assignment to a third party, unless previous written consent by Mammoet is acquired. To granting such consent, Mammoet may attach conditions.
 - 21.3. Furthermore, Mammoet is empowered to, at the absolute discretion of Mammoet, dissolve and/or terminate the Agreement partially or completely for the part of the Assignment which has not yet been implemented, in accordance with a notice period of 14 (fourteen) days, without being obligated to payment of any compensation to the Supplier. With such a dissolving and/or termination, the only obligation for Mammoet consist of the obligation to pay the Supplier the amount due for completed performances and performances not yet paid for.
 - 21.4. The Supplier shall not be empowered to terminate the Agreement, unless the commencement or the continuation of the Assignment is delayed, as a result of circumstance for which Mammoet is responsible, for a period of at least 60 (sixty) days.
 - 21.5. Mammoet shall be empowered to terminate the Agreement in the event of Force Majeure, due to which the implementation under the Agreement is hindered permanently or hindered temporarily for a period of which expectations are it will last for at least 30 (thirty) days, in accordance with the notice period of 10 (ten) days.
 - 21.6. In the event of dissolving and/or termination of the Agreement, the Supplier shall immediately –at its own expense- return to Mammoet, free of defects and damage, all documentation, equipment and other properties of Mammoet the Supplier has in its possession and/or has received from Mammoet with regard to the Agreement.
 - 21.7. Without prejudice to any provisions in the Agreement, Mammoet shall in no event – whether being due to postponement, dissolving, termination or otherwise- be liable for costs, expenses and/or damages, particularly including but not limited to, loss of profit, loss of use, loss of contracts and/or any other consequential damage and/or economic and/or indirect loss and/or damages and/or multiple damages and/or punitive damages.
- #### **22. Liability**
- 22.1. The Supplier is liable for every loss and all costs and/or damages, of any nature, including but not limited to, loss of profit, loss of use, loss of contracts and/or any other consequential damage and/or economic loss and/or indirect loss or damages due to omission, non- compliance, incomplete compliance, delay in the compliance and/or inadequate compliance by the Supplier with regard to its obligations under the Agreement.
 - 22.2. The Supplier is also liable for any loss and all costs and/or damage, as referred to in previous article clause, caused by the personnel, agent, functionaries and/or subcontractor of the Supplier.
 - 22.3. Furthermore, the Supplier is liable for every loss and all costs and/or damage which fall/falls and/or ought to fall under the coverage of an insurance of the Supplier.
 - 22.4. The Supplier shall indemnify, defend, and hold Mammoet harmless against and in connection with all claims, demands, actions and procedures alleged and/or started against Mammoet concerning any contingency, loss, costs, fines or damage for which the Supplier is responsible.
 - 22.5. Mammoet has no liability towards the Supplier other than the obligation of Mammoet to pay the Contract Price in compliance with the provisions in the Agreement.
 - 22.6. The provisions of this article are also stipulated on behalf of the Mammoet Group and on behalf of the employees, functionaries, agents and –other- subcontractors of Mammoet and the Mammoet Group.

23. Insurance

- 23.1. The Supplier shall, at its own expense, take out and maintain an insurance during the duration of the Agreement and of the Assignment, which adequately covers the relevant risks with regard to the Assignment, particularly including contractual, legal and professional liability of the Supplier for all claims and damages caused by and/or with regard to and/or in connection with the Assignment and/or with regard to product liability for Equipment which is supplied/delivered by the Supplier.
- 23.2. The insurances of the Supplier as referred to in previous clause will cover all relevant claims, costs and damage, particularly including but not limited to, direct and indirect loss, material loss and property damage, death and injury, and costs and interest.
- 23.3. The insurances of the Supplier as referred to in this article, will cover all relevant claims of any party with regard to and/or in connection with the Assignment, particularly including but not limited to, claims submitted by and/or by order of Mammoet, the Mammoet Group, subcontractors and other third parties and its employees.
- 23.4. Every policy of an insurance, taken out in accordance with this article, will stipulate that Mammoet is co-insured and will stipulate that the insurers waive their right of recourse against Mammoet, the Mammoet Group and/or its functionaries and/or employees and/or subcontractors and/or agents.
- 23.5. Furthermore, the Supplier shall, at its own expense, take out an insurance, and maintain this insurance during the duration of the Agreement and the Assignment, which –as far as not yet included in another insurance as referred to in this article- adequately covers all relevant damage –particularly including but not limited to death and injury – of the personnel of the Supplier. The provisions of clause 1 up to and including clause 4 of this article are similarly applicable.
- 23.6. The Supplier shall, if requested, provide sound proof of the existence of the insurance and insurance policies to Mammoet in compliance with the provisions of this article.

24. Force Majeure

- 24.1. Force Majeure is understood to mean circumstances, conditions and/or events, which cannot be influenced by any Party, which occur through no fault or negligence of any Party and which cannot be avoided or prevented by taking reasonable measures, which temporarily or permanently hinder the implementation of any obligation under the Agreement, such as strike actions, industrial unrest, mutiny, quarantine, epidemics, war -declared or undeclared-, terrorism, blockades, embargos, revolts, demonstrations, insurrections, electricity failures, fires, storms and/or other weather conditions and/or other freaks of nature, provided that no cause for, or contribution to these events is given.
- 24.2. Strike actions and industrial unrest by personnel of the Supplier will not be Force majeure circumstances, but are a circumstance for which the Supplier is responsible.
- 24.3. In the event of the implementation of the obligations under the Agreement being temporarily or permanently hindered as a result of a Force majeure situation, the Force Majeure situation will only have the consequence of the implementation of those obligations being postponed, and that circumstance will not apply as a reason to not comply with the Agreement.

25. Applicable law and choice of forum

- 25.1. The Agreement, and all further resulting agreements, including disputes with regard to the existence, the applicability and/or the termination thereof, will be solely governed by, and construed in accordance with Dutch Law.
- 25.2. All disputes arising in connection with the Agreement, or further resulting agreements, including disputes with regard to the existence, the applicability and/or the termination thereof, will be brought before and maintained exclusively in the District Court of Rotterdam (Rechtbank Rotterdam), the Netherlands, or at the discretion in the choice of Mammoet – solely in disputes which Mammoet brings before court against the Supplier- at the competent court in the country of the place of office and/or the company of the Supplier

Name contractor :

Signature :

Place :

Date :