

PMC bv.

## GENERAL CONDITIONS

### Article 1. Definitions

#### 1.1

In the absence of explicit statement to the contrary, the terms used in these general terms and conditions are defined as follows. User:

PMC BV.

Client: The user's counterparty.

Contract: The contract for the rendering of services.

### Article 2: General

#### 2.1.

These conditions are applicable to all offers, quotations and all contracts between the user and a client to which the user has stated that these conditions are applicable, in so far as the parties have not made any specific written agreements to the contrary.

2.2. These terms and conditions are further applicable to all contracts with the user that are executed with the assistance of third- parties.

2.3. Departures from these general terms and conditions are valid exclusively if expressly agreed in writing.

2.4. The applicability of any purchasing or other conditions of the client is expressly rejected.

2.5. If one or more of the provisions of these general terms and conditions or of the accompanying contract are invalid or set aside, the remaining provisions of these general

terms and conditions and the contract shall remain applicable in full.

The user and the client will in that case enter into consultation with a view to making agreement on the substitution

of the invalid provisions with new ones that approach as closely as possible the purpose and the tenor of the original provisions.

### Article 3: Offers and quotations

3.1. All offers are subject to contract unless the offer contains an express written statement to the contrary.

3.2. In the absence of statement to the contrary, the prices stated in the aforementioned offers and quotations are exclusive of VAT and other governmental levies as well as the costs incurred in relation to the contract, including forwarding and administration expenses.

3.3. If the acceptance differs (on minor points) to the offer set out in the quotation, the user is not bound to those differing points. In the absence of statement to the contrary by the user, the contract will in that case not be formed in keeping with those different points.

3.4. A composite price statement does not oblige the user to perform part of an order at a corresponding proportion of the stated price.

3.5. Offers and quotations are not automatically applicable to future orders.

#### Article 4: Execution of the contract, information and resources

4.1 The user will execute the contract to the best of his knowledge and ability and in accordance with high standards and in keeping with the expertise the client can reasonably expect of the user. The user does not however guarantee that any intended result will be achieved.

4.2. The user will determine how and by whom the order is carried out, but will act in accordance with the client's indicated wishes wherever possible. If and in so far as required for the correct execution of the contract, the user reserves the right to have the work carried out by third- parties.

4.3. The client shall that the user is provided in full and in good time with all information, as well as amendments thereto, in the form and manner that the user indicates is necessary for the performance of the contract or which the client could reasonably expected to understand is required both on commencement and during the execution of the contract. If the information required for the execution of the contract is not issued to the user on time or in full, the user reserves the right to suspend execution of the contract and/or to charge the client with extra costs incurred as a result of the delay at the current market rates.

4.4. The client shall ensure that the user is provided in good time with all resources and facilities that the user indicates are necessary and which the consumer could reasonably be expected to realize are necessary to the execution of the contract and to ensure that they are available and correctly functioning at all times. If sufficient resources required for the execution of the contract are not issued to the user, the user reserves the right to suspend execution of the contract and/or to charge the client with extra costs incurred as a result of the delay at the current market rates.

4.5. The client guarantees the correctness, completeness and reliability of the information, resources and facilities he issues or has issued to the user. The user cannot be held liable for losses of any nature whatsoever caused by the user's use of incorrect and/or incomplete information provided by the client, unless the user should have been aware of that inaccuracy or incompleteness.

4.6. The client is obliged to inform the user without delay of changes to the issued information and other facts and circumstances that could be important to execution of the contract.

4.7. If it has been agreed that the contract will be executed in stages, the user reserves the right to suspend execution of the components forming part of a subsequent stage until the client has approved the results of the preceding stage in writing.

4.8. If the user or third- parties engaged by the user in the context of the order carry out work at the client's location or a location indicated by the client, the client shall provide those employees, free of charge, with the facilities that can reasonably be required by those employees. On each agreement between user and client is governed by the laws of the Netherlands