



GENERAL TERMS OF DELIVERY

Established and adopted by:

General Aircraft Technical Engineering Europe B.V.

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hereinafter referred to as: Gate

Outline:

These General Terms of Delivery consist of:



Section 1 - General provisions

and include the following Articles:

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GENERAL TERMS OF DELIVERY (Engineering work)

Section 1 - General provisions

Article 1 – Definitions

- 1.1. Unless explicitly stipulated otherwise, the following terms shall have the following meanings.

Gate : the user of the General Terms of Delivery
Client : the counterparty of Gate
Contract : the contract for services between the Client and Gate

Article 2 - General

- 2.1. Insofar as not explicitly agreed otherwise between the parties in writing, these General Terms of Delivery shall be applicable to each offer and quotation issued to and each Contract entered into between Gate and a Client to which Gate has declared these terms applicable.
- 2.2. These General Terms of Delivery shall equally apply to all Contracts entered into with Gate, for the execution of which the involvement of third parties is required.
- 2.3. Deviations from these General Terms of Delivery shall only be valid if explicitly agreed on in writing.



- 2.4. The applicability of possible purchase conditions or other terms on the part of the Client is explicitly rejected.
- 2.5. In the event that one or more of the provisions of these General Terms of Delivery are nullified or legally invalidated, the remaining provisions of these General Terms of Delivery shall remain fully in force. Gate and the Client shall in that case enter into consultations for the purpose of reaching agreement on new provisions replacing the nullified or invalidated provisions, in which the object and essence of the original provision(s) in question shall be observed as far as possible.
- 2.6. In the event of a lack of clarity concerning the interpretation of one or more provisions of these General Terms of Delivery, the interpretation must be made according to the spirit of that/those provision(s).
- 2.7. If an situation arises between the parties for which no provisions are made in these General Terms of Delivery, then the situation in question must be assessed according to the spirit of these General Terms of Delivery.

Article 3 – Offers and quotations

- 3.1. All offers and quotations shall be without obligations, unless they contain a term for acceptance. If no term for acceptance is specified, then no rights of any kind can be derived from the offer or quotation in question if the product to which the offer or quotation pertains is no longer available.
- 3.2. Offers and quotations shall be understood to form a whole.
- 3.3. Unless explicitly specified otherwise, the offers and quotations issued by Gate shall be free of obligations and have a validity period of 30 days. Unless explicitly specified otherwise, Gate shall only be bound to the offers and quotations if their acceptance is confirmed by the counterparty in writing within 30 days. Unless explicitly specified otherwise, the prices quoted in the aforesaid offers and quotations shall be excluding VAT and other government levies as well the costs, among which travel expenses, possibly incurred within the framework of the Contract.
- 3.4. If the acceptance deviates (whether or not in respect of points of secondary importance) from the proposal included in the offer or quotation, then Gate shall not be bound to that offer or quotation. The Contract shall in that case not be effected pursuant to that deviating acceptance, unless stipulated otherwise by Gate.
- 3.3. A composite quotation does not oblige Gate to the execution of any part of the order at a corresponding part of the quoted price.
- 3.4. Offers and quotations shall not automatically apply to orders placed in the future.
- 3.5. Gate cannot be bound to any offer or quotation it has placed if the Client can be reasonably expected to understand that the offer or quotation in question, or any part thereof, contains an obvious mistake or error in writing.

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Article 4 – Execution of the Contract

- 4.1. The Contract shall only first be effected if Gate, following receipt of the order, has confirmed its acceptance of the order in question.
- 4.2. Gate shall undertake to execute the Contract to the best of its knowledge and ability and in accordance with high standards, based on the latest scientific knowledge.
- 4.3. If and insofar as required for a proper execution of the Contract, Gate shall be entitled to have specific work performed by third parties.
- 4.4. The Client shall see to it that all data of which Gate indicates that it is required or of which the Client may be reasonably expected to understand the necessity for the execution of the Contract, is made available to Gate in a timely manner. If the data required for the execution of the Contract is not made available to Gate in a timely manner, then Gate shall be entitled to suspend the execution of the Contract and/or charge the Client for any additional costs ensuing from the delay in accordance with the customary rates.
- 4.5. Gate shall not be liable for damage or losses of any kind ensuing from the fact that Gate has proceeded from incorrect and/or incomplete data, unless the incorrectness or incompleteness in question was supposed to have been apparent to Gate.
- 4.6. If it has been agreed that the Contract shall be executed in stages, then Gate shall be entitled to postpone performance of the work belonging to a next stage until the moment at which the Client has approved the results of the preceding stage in writing.
- 4.7. If, within the framework of the order, work is performed by third parties engaged by or on behalf of Gate at the location of the Client or at a location designated by the Client, then the Client shall provide the facilities reasonably required by those employees free of charge.
- 4.8. The Client indemnifies Gate against all claims of third parties for losses arising from the execution of the Contract and attributable to the Client.

Article 5 - Scope of the work

- 5.1. The order comprises the work as described in the Contract.
- 5.2. Unless explicitly agreed otherwise in writing, the supply of revision drawings shall not be a part
of the Client's obligations.



Article 6 – Amendment of the Contract

- 6.1. If it appears during the execution of the Contract that an adjustment of or addition to the scheduled work is required for a proper execution, the parties shall enter into timely consultations for the purpose of amending the Contract accordingly.
- 6.2. If the parties agree on the amendment or addition to the Contract, then the date of completion
 - of the execution may be affected accordingly.
- 6.3. If the amendment or addition to the Contract leads to financial and/or quality-related consequences, then Gate shall notify the Client thereof.
- 6.4. If a fixed remuneration has been agreed, Gate shall in that case specify the extent to which the amendment or addition to the Contract is expected to lead to an exceeding of that remuneration.

Article 7 – Term of the contract; completion time

- 7.1. The Contract entered into between Gate and a Client shall be effected for a specified period of time, unless ensuing otherwise from the nature of the Contract or explicitly agreed otherwise between the parties in writing.
- 7.2. The completion time is considered to be the term specified in the Contract within which the work must be delivered.
- 7.3. The delivery times specified by Gate are indicative and can never be considered to be final.
 - Gate, however, shall at all times do everything reasonably required to meet the jointly agreed deadlines. The sole exceeding of a specified delivery time shall not lead to a default on the part of Gate.
- 7.4. If a term has been agreed or specified for the execution of specific work or for the delivery of certain objects, then that term can never be considered to be final. In the event that a term is exceeded, the Client must therefore serve Gate with a written notice of default, in which Gate must be offered a reasonable term within which to still execute the Contract.
- 7.5. The delivery time shall commence as of the date specified in the Contract, with the proviso that all data required for the execution of the work are in the possession of Gate



and that payment, if and insofar as required upon assignment of the order, has been made.

- 7.6. Notwithstanding the provisions of article 12.5, Gate shall be entitled to unilaterally suspend the order without being bound to compensation in respect of the Client if the Client fails to comply with any obligation arising from this or any other Contract related to the order. The delivery time shall in that case be extended by the term during which the work was suspended.
- 7.7. The exceeding of the delivery time due to circumstances of Force Majeure does not entitle any of the parties to compensation for damage or losses or to noncompliance with any obligation arising from this or any other Contract related to the order or to termination of the Contract. A delay in the supply of material and data to be made available by the Client shall not be considered a circumstance of Force Majeure.
- 7.8. Circumstances of Force Majeure on the part of Gate are considered to include impediments to and interference with the work assigned to Gate due to government measures, industrial action, traffic congestion, breach of contract on the part of third parties or other parties engaged by Gate, and furthermore all other circumstances due to which Gate, through no intention or substantial fault of its own, is seriously impeded in the performance of the work assigned to it.

Article 8 – Delivery

- 8.1. Engineering, designing, calculating, measuring and/or drawing orders shall be considered completed as soon as the results thereof are, in the opinion of Gate, finalised in accordance with the framework of the Contract and delivered to the Client.
- 8.2. The Client shall be entitled to inspect the work carried out by Gate upon delivery. Possible defects in the delivered objects shall be remedied by Gate without setoff.
- 8.3. If the inspection referred to in the previous paragraph is not conducted immediately upon delivery, then invoicing shall take place by no later than 30 days of the delivery date, subject to invoicing arrangements made in respect of the inspection. Payment of the invoices referred to in this paragraph must be made in accordance with the provisions of article 12, paragraphs 3 up to and including 6.



Article 9 - Remuneration

- 9.1. For offers and Contracts in which a fixed remuneration is offered or agreed on, the paragraphs 2, 5 and 6 up to and including 6 of this article shall be applicable. If no fixed remuneration is agreed, the paragraphs 3 up to and including 11 of this article shall be applicable.
- 9.2. In establishing the Contract, the parties may agree on a fixed remuneration.
- 9.3. If no fixed remuneration is agreed, the remuneration shall be determined on the basis of hours actually spent. The remuneration shall be calculated according to the customary hourly rates of Gate, as applicable to the period in which the work is carried out, unless a different hourly rate has been agreed.
- 9.4. The remuneration and possible cost estimates shall be excluding VAT.
- 9.5. For orders with a duration of more than 3 months, the payable costs shall be invoiced periodically.
- 9.6. If a fixed remuneration or hourly rate is agreed on between Gate and the Client, then Gate shall nevertheless be entitled to increase that remuneration or rate. Gate shall be entitled to pass on price increases if Gate can demonstrate that the rates for wages, for example, have increased considerably in the period between the moment at which the offer was made and delivery.
- 9.7. Moreover, Gate shall be entitled to increase the remuneration if it appears during performance of the work that the originally agreed or expected amount of work was, through no fault of Gate, so inaccurately estimated at the time of concluding the Contract that Gate cannot reasonably be expected to carry out the agreed work for the originally agreed remuneration.
- 9.8. In the event of a price increase, the Client shall be entitled to terminate the Contract if the remuneration or hourly rate is increased within three months of entering into the Contract. Upon expiry of this period, the Client shall be entitled to terminate the Contract if the increase exceeds 10%. The Client shall not be entitled to termination of the Contract if the increase of the remuneration or rate ensues from an authorisation pursuant to the law.
- 9.9. Gate shall notify the Client in writing of its intention to increase the remuneration or rate, stating therein the amount of the increase and date on which the increase shall be effected.
- 9.10. If the Client does not accept the increase in remuneration or rate announced by Gate, then the Client shall be entitled to terminate the Contract in writing within seven working days of receiving the notification in question or, as the case may be, cancel the order as from the date on which the price or rate adjustment would take place, as specified in the notification issued by Gate.



Article 10 – Price

- 10.1. Unless specified otherwise, the prices or rates quoted by Gate shall be based on the prevalent pricing factors, including wage bills, at the time of the offer, calculated in accordance with the customary working hours as applied by Gate.
- 10.2. Unless agreed otherwise, the rates and/or prices referred to under 10.1 shall be based on a 40-hour working week. If the customary working hours applied by the Client at the Client's location are less, the rates and/or prices shall be adjusted accordingly.
- 10.3. If one or more of the cost factors are adjusted after the date of the offer, even if this is due to foreseeable circumstances, Gate shall be entitled to adjust the rates and prices accordingly if it accepts the order.
- 10.4. All prices and/or rates quoted by Gate are excluding the legally established VAT?

Article 11 – Additions and omissions, additional costs

- 11.1. The Client shall be entitled to order that adjustments be made to the work prior to and during its execution. Only additions as such instructed shall qualify for execution and settlement. Save for proof to the contrary provided by the Client, additions executed by Gate shall be considered to have been (duly) commissioned by the Client.
- 11.2. Gate shall be entitled to charge the costs it incurs due to the circumstances referred to below to the Client:
 - a. Whenever the work cannot be executed in a normal manner and/or without interruption.
 - b. Whenever government regulations unknown to Gate or of which Gate could not be aware at the time of entering into the Contract come into force.
 - c. If the work is not executed on the basis of a contract price, delay due to weather conditions shall be at the expense of the Client.
 - d. It must be possible for disproportional additions to give rise to new terms.
- 11.3. If, in the event of a fixed contract price, it appears at the time of final settlement of the work that the total of the cost items referred to in 11.1 and 11.2 lead to a reduction of the fixed contract price, Gate, save for a possible settlement of the turnover tax, shall be entitled to an amount equal to 15% of that reduction.
- 11.4. Unless agreed otherwise in advance, and save for the prices and rates quoted in the order, the following costs shall be at the expense of the Client:
 - a. All travel and accommodation expenses, including travel time, incurred in the execution of the commissioned work. This shall not apply to regular commuting.



- b. The entire agreed hourly rate for travel time coinciding with the customary working hours.
 - c. A specifically agreed hourly rate, amounting to no less than 50% of the customary hourly rate, for travel time coinciding with the customary working hours.
 - d. The costs of reproducing specifications, drawings, calculations, reports and other relevant documentation for the benefit of the order, also including copies relating to the internal monitoring of the work. The aforesaid costs shall be calculated pursuant to the guidelines of the Netherlands Association of Collotype Printers and Photocopiers Expenses incurred for the benefit of the order relating to photography in the broadest sense.
- 11.5. If not agreed otherwise, the following rates shall apply to overtime:
- working days up to 12 a.m. (midnight) : customary rate x 125%
 - working days up to 12 a.m. (midnight) and Saturdays : customary rate x 140%
 - Sundays and public holidays : customary rate x 170%

Article 12 - Invoicing and payment

- 12.1. If not agreed otherwise, invoicing shall take place twice a week on a cost-plus basis for as long as the orders are being executed.
- 12.2. For orders executed according to a priory agreed price, invoicing shall take place as specified in the offer.
- 12.3. If no other terms have been established for the order, payment shall be made by no later than 30 days of the invoice date.
- 12.4. All payments must be made without deductions or settlements at the offices of Gate or into an account designated by Gate.
- 12.5. If any payment term specified in the terms of delivery or separately agreed payment term is exceeded, the Client, in addition to the payment owed by him, shall be charged a default interest on the basis of 0.8% a month.
- 12.6. If the Client fails to pay in spite of receiving a demand for payment, he shall be obliged, without further notice of default being required, to pay all judicial and extrajudicial costs which Gate shall be compelled to incur.
- 12.7. If any invoice issued by Gate is not paid or not paid in a timely manner, and furthermore if the financial circumstances of the Client might reasonably lead thereto, such to be judged at Gate's discretion, then Gate shall be entitled to suspend further execution of the order(s) until the Client has, to the satisfaction of Gate, provided adequate security for the payment(s) in question.



- 12.8. All payments must be made within 14 days of the invoice date in a manner specified by Gate and in the currency specified on the invoice. Objections submitted against the amount of the invoice(s) do not suspend the Client's obligations to pay.
- 12.9. If the Client continues to be in default of payment within the aforesaid period of 14 days, the Client shall be in default by operation of law. The Client shall then be obliged to pay an interest of 1% a month, unless the statutory interest exceeds that rate, in which case the statutory interest shall be applicable. This interest on the due and payable amount shall be calculated as of the moment at which the Client is in default of payment up to the moment at which the amount(s) in question has/have been paid in full.
- 12.10. In the event of liquidation, bankruptcy, attachment or moratorium on the part of the Client, all claims of Gate against the Client shall be immediately due and payable.
- 12.11. Gate has the right to have payments made by the Client serve firstly to deduct the costs, subsequently to deduct the accumulated due interest, and finally to deduct the principal sum and current interest. Gate may refuse an offer for payment without being in default if the Client specifies a different order of allocation. Gate may refuse full payment of the principal sum if that payment does not include the accumulated due interest and the current interest as well as the costs.
- 12.12. If payment is made within 7 days of the invoice date, then no additional charge shall be levied by Gate.
- 12.14. If payment is made after 7 days, then the Client shall be obliged to pay an additional charge of 2%, unless agreed otherwise between the parties in writing.

Article 13 - Retention of title

- 13.1. All measurement results, calculations, charts and drawings made available by the Client are the property of the Client and shall not be made available to third parties without permission.
- 13.2. All works and thereto attached rights acquired or established within the framework of this Contract shall be the exclusive property of the Client. Upon termination of the project, all works relating to this Contract must be returned immediately.
- 13.3. Gate shall not be authorised to pledge or in any other way encumber any objects falling under the retention of title.
- 13.4. If a third party has attachment levied on any object delivered under the retention of title or intends to attach or execute any right on that property, the Client shall be obliged to inform Gate thereof as soon as may reasonably be expected.
- 13.5. The Client pledges to insure and keep insured against fire and damage by explosion and/or water as well as against theft, all objects delivered under retention of title, and to make the policy of that insurance available for inspection at Gate's first request.



- 13.6. Objects delivered by Gate falling under retention of title by virtue of the provisions of paragraph 1 of this article may only be sold on within the framework of normal business operations and may never be used as a means of payment.
- 13.7. In the event that Gate wishes to exercise its rights referred to in this article, the Client hereby in advance unconditionally and irrevocably grants Gate or any third party designated by Gate permission to access all locations at which property of Gate is being held and to repossess that property.

Article 14 - Risk transfer

- 14.1. The risk of damage to the data and drawings made available by the Client and being held at the offices of Gate shall be surrendered to the extent and to a maximum of the amount for which Gate has transferred that risk to third parties by means of insurance.
- 14.2. The risk of loss of, or damage to, any object subject to the Contract shall be transferred to the Client as of the moment at which it is legally and/or factually delivered and thereby brought under the control of the Client or any third party designated by the Client.

Article 15 - Collection costs

- 15.1. If the Client is in default or fails in the (timely) fulfilment of his obligations, all reasonable costs for reaching a settlement out of court shall be at the expense of the Client. The Client shall at any rate owe the collection costs in the event of a monetary claim. The collection costs shall be calculated pursuant to the collection rates as advised by the Netherlands Bar Association If Gate has incurred higher costs due to reasonable necessity, then those costs shall also qualify for reimbursement.
- 15.2. Any possibly incurred reasonable judicial and extrajudicial costs shall also be at the expense of the Client.

Article 16 – Complaints

- 16.1. Complaints concerning work carried out must be submitted to Gate by the Client in writing within 8 days of discovery, yet by no later than 14 days following completion of the work in question. The notice of default must to every extent possible contain a detailed description of the defect, thereby allowing Gate to respond adequately.



- 16.2. If a complaint is well-founded, Gate shall as yet perform the work in question as agreed, unless this has meanwhile become demonstrably pointless for the Client. The latter must be stated by the Client in writing.
- 16.3. If the execution of the agreed work proves to be impossible or pointless, Gate shall only be liable within the limits specified in article 20.

Article 17 - Cancellation

- 17.1. Both parties shall be entitled to cancel the Contract at all times.
- 17.2. If the Contract is prematurely cancelled by the Client, then Gate shall be entitled to compensation on account of the subsequent ensuing and demonstrable loss of capacity, unless the cancellation is based on actions and circumstances attributable to Gate. Furthermore, the Client shall then be bound to payment of the invoices issued for work performed up to that moment. The provisional results of the work performed up to that moment shall therefore be made available to the Client conditionally.
- 17.3. If the Contract is prematurely cancelled by the Gate, then Gate, in consultation with the Client, shall undertake to transfer the remaining work to (a) third party/parties, unless that cancellation is based on actions and circumstances attributable to the Client.
- 17.4. If the transfer of work leads to additional costs for Gate, then those costs shall be charged to the Client.

Article 18 - Termination and suspension

- 18.1. In the event of an impediment in the execution of the Contract due to circumstances of Force Majeure, both Gate and the Client shall be entitled without legal intervention to either suspend execution of the Contract by no more than six months or to fully or partially terminate the contract.
- 18.2. If the execution of the Contract or a part thereof is suspended due to a circumstance of Force Majeure, the party in whose name or at whose request the suspension takes place shall be obliged within the term specified in the first paragraph of this article to either choose for execution or for full or partial termination of the Contract.
- 18.3. Both in the event of suspension and of termination, for whatever reason, Gate shall be entitled to demand immediate payment for the already supplied materials - whether or not processed - and the work already performed, as well as for losses, costs and interest, including a reasonable share of the loss of profit incurred by Gate.
- 18.4. In the event of termination or suspension of the Contract by Gate due to a circumstance of Force Majeure, Gate shall not be bound to compensation of any kind.
- 18.5. If the Client fails to fulfil any of his obligations arising from any Contract entered into with Gate or fails to do so in a proper or timely manner, or in the event of liquidation,



bankruptcy or moratorium on the part of the Client, or in the event of cessation or winding up of his business, he shall be considered in default by operation of law, and Gate shall be entitled without judicial intervention or further notice of default to fully or partially terminate each of those Contracts, without being bound to any compensation or guarantee and without prejudice to the rights vested in him.

- 18.6. Gate shall be entitled to suspend compliance with the obligations or to terminate the Contract if:
- - the Client fails or partially fails to fulfil any obligation arising from the Contract;
 - - circumstances come to the attention of Gate after conclusion of the Contract that seriously give rise to concerns about the Client's capacity to fulfil his obligations.
 - - if there is good reason to fear that the Client shall only partially or inadequately be able to fulfil his obligations, suspension shall only be permitted to the extent that it is justified by the shortcoming;
 - - in concluding the Contract, the Client has been asked to provide security for the fulfilment of his obligations arising from the Contract and that security is not provided or deemed inadequate.
- 18.7. Gate shall furthermore be entitled to terminate the Contract or have it terminated if circumstances occur of such a nature that compliance with the Contract becomes impossible or can no longer be expected according to the standards of reasonableness and fairness, or if circumstances occur of such a nature that unaltered maintenance of the Contract cannot reasonably be expected.
- 18.8. If the Contract is terminated, all claims of Gate against the Client shall be immediately due and payable. If compliance with the obligations is suspended by Gate, then Gate shall retain its claims arising both from the Contract and by operation of law.
- 18.9. Gate at all times retains the right to compensation for damage and losses.

Article 19 - Returning provided property

- 19.1. In the event that objects are made available to the Client by Gate for the execution of the Contract, the Client shall be bound to return those objects in their entirety in their original state and free of damage within 14 days. If the Client fails to comply with this obligation, all costs ensuing from that failure shall be at the expense of the Client.
- 19.2. If the Client, for whatever reason, even after having been given relevant notice of default, still fails to comply with the obligation referred to under 19.1, Gate shall be entitled to recover from the Client all losses and costs ensuing therefrom, including the costs of replacement.



Article 20 - Liability

- 20.1. If the Client issues the order on behalf of a third party, the Client, in addition to that third party, shall be fully liable for all obligations arising from the Contract.
- 20.2. Gate shall not be liable for damage or losses of any kind to work or property or the employees of the Client or of third parties resulting from the execution of its activities, unless that damage was caused by deliberate intent or gross negligence on the part of Gate. The Client shall indemnify Gate against all claims by third parties filed against Gate in relation to the aforesaid damages.
- 20.3. In respect of breach of contract, Gate shall only be bound to rectification of errors in the engineering work performed by Gate.
- 20.4. Gate shall not be liable for damage or losses due to a breach of contract or otherwise ensuing from work performed by persons that are not employed by Gate and who, at the request of the Client, have cooperated in the execution of the order.
- 20.5. Any liability on the part of Gate shall end by no later than 3 months following completion of the partial works in question.
- 20.6. Gate shall only ever be liable for the work to the extent that it is designed under their responsibility and to the extent that it is executed under their management, in which all liability in respect of employees of Gate working under the management of third parties shall be explicitly excluded.
- 20.7. Should Gate be liable, then that liability shall be limited to the extent set out in this Article.
- 20.8. Gate shall not be liable for damage or losses ensuing from flaws or shortcomings in the texts provided by the Client, such as in brochures and websites as well as travel routes and texts based on those travel routes.
- 20.9. Even if Gate is assumed to be liable for damages incurred by the Client, then that liability shall be limited to the reimbursement of the loss incurred for replacement, subject to a maximum of twice the amount of the price determined for the Contract in question (excluding VAT). If the Contract is principally a continuing performance contract with a term of more than six months, then the negotiated price shall be set at the total of reimbursements (excluding VAT) determined for three months. Any liability on the part of Gate for any other form of damage or loss shall be excluded, including additional compensation in whatever form, compensation for indirect losses and consequential damage or loss due to missed turnover or profit.
- 20.10. Direct losses are exclusively considered to be:
 - - the reasonable costs of determining the cause and scope of the damage or loss, insofar as pertaining to the damage and loss as meant by these General Terms of Delivery;



- - the possible reasonable costs of remedying the faulty performance of Gate in accordance with the Contract, unless that performance cannot be attributed to Gate;
 - - the reasonable costs incurred for the prevention or limitation of damage or loss, to the extent that the Client is able to prove that those costs led to a limitation of direct damage or losses as meant by these General Terms of Delivery.
- 20.11. Gate shall never be liable for indirect damage or losses, including consequential damage, loss of profit, lost savings and loss from business interruption.

Article 21 - Indemnifications

- 21.1. The Client indemnifies Gate against all claims of third parties relating to intellectual property rights on material or data provided by the Client and used in the execution of the Contract.
- 21.2. If information carriers, electronic files or software, etc. are made available to Gate by the Client, then Gate shall guarantee that the information carriers, electronic files or software etc. in question remain free from viruses and defects.

Article 22 - Force Majeure

- 22.1. The parties shall not be bound to comply with any obligation if obstructed therein due to a circumstance not attributable to negligence which cannot be attributed to them by operation of law or legal action or according to prevailing opinion.
- 22.2. Besides what is defined in this respect by law and in legal precedents, circumstances of Force Majeure in these General Terms of Delivery are considered to include all external causes, whether or not foreseeable, in respect of which Gate has no influence but due to which Gate is unable to comply with its obligations. This includes industrial actions at the company of Gate.
- 22.3. Gate shall also be entitled to invoke circumstances of Force Majeure in the event that the circumstance preventing (further) compliance occurs after the moment at which Gate should have complied with its obligations.
- 22.4. The parties shall be entitled to suspend the obligations arising from the Contract for the period during which the circumstance of Force Majeure occurs. If that period exceeds a period of two months, each of the parties shall be entitled to terminate the Contract without being obliged to compensate the other for damage.
- 22.5. To the extent that Gate at the time of occurrence of the circumstance of Force Majeure has partly fulfilled its obligations under the Contract or will be able to do so, and an



independent value can be attributed to the fulfilled respectively remaining part, Gate shall be entitled to separately invoice the already fulfilled respectively remaining part. The Client shall be obliged to pay that invoice as if it were a separate Contract.

Article 23 - Personnel

- 23.1. Unless agreed otherwise in the order, the Client may himself determine which personnel is to be allocated in terms of professional skills and number.
- 23.2. In respect of work performed at the Client's location and under his responsibility, the Client shall be entitled to have personnel replaced during the trial period of 2 weeks if it appears that the personnel in question lacks the professional skills described in the order. The failure to meet the required professional skills does not relieve the parties from their obligations as set out in the order.
- 23.3. In respect of work performed at the Client's location and under his responsibility, Gate shall also be entitled to exchange personnel after the trial period if this is in the best interest of Gate or its personnel, with the proviso that this is done in consultation with the Client.
- 23.4. The Client shall, for the duration of the Contract as well as for a period of one year following its termination, refrain from in any way employing employees of Gate or of companies engaged by Gate for the execution of that Contract who are or have been involved in the execution of the Contract, or otherwise directly or indirectly having them work for him, save for cases in which proper, business-like consultations have been held with Gate.

Article 24 – Samples and models

- 24.1 If a sample or model is demonstrated or made available to the Client, then it shall be presumed to have been provided indicatively, unless it is agreed explicitly that the product yet to be delivered shall be identical to the indicatively provided sample or model in question.
- 24.2. In respect of an order involving immovable property, the specification of the area or other dimensions and indications shall also be presumed to have been provided indicatively, without the product as yet to be delivered having to conform with the indicatively provided specifications in question.



Article 25 - Secrecy

- 25.1. Both parties shall be bound to secrecy in respect of all confidential information obtained from each other or from other sources within the framework of their Contract. Information shall be considered confidential if so stated by the other party or if apparent from the nature of the information.
- 25.2. Gate shall take all measures necessary to guarantee secrecy in respect of that Contract for its entire duration as well as after its termination with regard to all thereto related data made available to the employees of Gate or the employees of third parties engaged by Gate and of which Gate and its employees of those third parties know or should know that it is confidential.
- 25.3. If, based on a statutory provision or judicial decision, Gate is obliged to disclose confidential information to any third party designated by law or the competent court, and if Gate in that case cannot invoke any statutory right to refuse to give evidence or a right to refuse to give evidence acknowledged or allowed by the competent court, then Gate shall not be bound to compensation or indemnification, and the counterparty shall not be entitled to terminate the Contract on the basis of any loss that is caused as a result.

Article 26 - Intellectual property and copyrights

- 26.1. Notwithstanding the other provisions of these General Terms of Delivery, Gate retains all rights and powers vested in Gate by virtue of the Netherlands Copyright Act and other statutory regulations.
- 26.2. All documents made available by Gate, such as reports, advisory notes, agreements, designs, sketches, texts, drawings, software, etc., shall exclusively be destined for use by the Client and may not in any way be reproduced, made public or disclosed to third parties without prior permission from Gate, unless ensuing otherwise from the nature of the documents in question.
- 26.3. Gate retains the right to use the knowledge it acquires from carrying out the work for other purposes, with the proviso that in doing so no confidential information is brought to the attention of third parties.



Article 27 - Noncompetition Clause

During the execution of an order, as well as for a period of one year following its completion, the Client shall be prohibited to directly enter into any form of agreement with the employees of Gate or with third parties engaged by Gate for the purpose of performing work without intervention on the part of Gate, subject to an immediately due and payable penalty of € 5,000.-- (five thousand euros) and a penalty of € 500.-- (five hundred euros) being imposed without further warning or notice for each day that such a violation continues.

Article 28 - Disputes

- 28.1. The parties shall only first appeal to the court after having made every possible effort to resolve a dispute in joint consultation.
- 28.2. The court in the place of business of Gate shall, to the exclusion of all others, be authorised to take cognizance of disputes. Gate shall nevertheless have the right to submit the dispute to the legally authorised court.

Article 29 - Applicable law

All legal relationships to which Gate is a party shall be exclusively subject to Dutch law, even in the event that an engagement is fully or partially implemented abroad or if the party involved in the legal relationship has domicile there. The applicability of the Vienna Sales Convention is excluded.

Article 30 - Amendment and source of the terms

- 30.1. These terms of delivery have been filed with the Netherlands Chamber of Commerce in.....
- 30.2. Always applicable shall be the most recently filed version or as the case may be the version applicable at the time of establishment of the legal relationship with Gate.
- 30.3. The Dutch text of the General Terms of Delivery shall always prevail in the interpretation thereof.