

General conditions of Tooker B.V.

1. General conditions and DNR 2011

Tooker B.V., hereinafter referred to as Tooker, is established and has offices in Leeuwarden, François HaverSchmidtwei 2 and is registered under number 75 7365 446 at the Chamber of Commerce in Leeuwarden. These General Terms and Conditions form part of every offer issued by Tooker and its concluded agreement with regard to the provision of services or delivery of products. If one or more articles in these General Terms and Conditions are wholly or partially annulled or annulled, the applicability of the other provisions will remain in full force. The 'New Regulation 2011 - first revision July 2013', hereinafter referred to as 'DNR 2011', also applies to all work to be performed by Tooker. DNR 2011 can be consulted or downloaded from the website [Koninklijke NLIngenieurs](http://KoninklijkeNLIngenieurs.nl). In the event of any conflict between the present conditions and DNR 2011, the General Terms and Conditions of Tooker prevail.

2. Offer

All offers made by Tooker are free of obligation, unless explicitly stated otherwise in writing. The terms specified by Tooker for delivery of services or products are considered as guidelines and are never fatal, unless explicitly stated otherwise. An offer issued by Tooker will remain valid for a maximum of four (4) weeks after the date of the relevant offer, unless a different term is stated in the offer. An offer is made on the basis of the current laws and regulations at the time of the aforementioned offer.

3. Assignment

The assignment will start after Tooker has received a copy of the offer signed and dated from the client or by receiving a written order confirmation from the client. The unilateral changes or additions made by the client to the offer, the rejection of the applicability of these terms and conditions or the applicability of DNR 2011 or the application of their own / other general terms and conditions shall constitute a rejection of the offer and shall not result in a valid assignment. The provision of oral assignments by a Client is only possible if the Client has acknowledged the applicability of these conditions and DNR 2011 prior to the assignment. An oral assignment is established through a (global) written confirmation by Tooker of the nature and content of the assignment.

4. Prices, rates and additional work

All prices and rates stated in the offer are in euros and exclusive of VAT and any other levy imposed by the government, unless otherwise stated in writing. In case of a wage or price measure taken by law, an adjustment of the rates can be effected on the first day of the month following that of the aforementioned measure. Tooker is entitled to periodically revise hourly rates. An adjustment of the rates can not take effect earlier than 3 months after the start date of the agreement. If deviation from the original agreement is made, the resulting costs for additional work, after the submission of an additional offer by Tooker and written approval from the client, will be charged to the client at the prices or rates that apply at the time of execution. If the exceeding of the specified hourly forecast is signaled by Tooker, the client will be informed of this in time. In consultation with each other, the hour forecast will be adjusted. In the absence of an hourly adjustment, Tooker can suspend the work if necessary until an agreement has been reached, unless the exceeding of the hourly forecast can not be attributed to the client.

5. Payments

Tooker submits its invoices to the client each month. Assignments of limited size are invoiced after completion of the assignment. Payment of invoices must be made within 30 days of the invoice date. If the client does not pay the invoice from Tooker within the set payment term, the client is in default without notice of default and Tooker is entitled to claim the statutory commercial interest from the due date. If Tooker hands over the claim, the client will also owe the associated costs plus turnover tax. An appeal by the client to suspension, set-off or deduction is not permitted. Payments from the client are first deducted from costs and interest owed (in this order) and subsequently by deduction from principal sums, with old claims for new ones.

6. Starting assignment

The Client guarantees that the (project) data to be provided by him is provided to Tooker in time and that the information is complete, current and correct. Costs resulting from delays in providing (project) data are at the expense of the client. Tooker will only start its activities after all requested and promised (project) data (in whatever form) have been received in full and in good order. If work is carried out in phases, the provisions of this article will continue to apply to work on behalf of a new phase.

7. CAR-Insurance (Construction Allrisk)

Tooker does not conclude a CAR insurance for a work. When the client concludes a CAR insurance, the client is obliged to include Tooker as insured in the policy under primary cover.

8. Work on site

If Tooker must carry out on-site inspections, supervision, investigations, Tooker is deemed to have permission to enter these locations based on the agreement. The client must ensure that Tooker is physically able to enter the relevant locations. Insofar as necessary, the client shall ensure the presence of the facilities necessary for the execution of the work by Tooker on location. Tooker is not liable for damage caused as a result of not obtaining access to the relevant locations on time or the (timely) availability of the necessary facilities.

9. Supervision

If Tooker supervises the execution of the work in accordance with the assignment, this does not imply, unless expressly agreed, that Tooker is fully present at work every day.

10. Liability

The liability of Tooker is limited to the nature and scope as included in the DNR 2011, on the understanding that Tooker's liability is limited to a maximum of the amount paid out in the relevant case by Tooker's liability insurer (€ 500,000 per entitlement and per insurance year) minus the deductible.

11. Force Majeure

If Tooker is unable to meet its obligations due to a circumstance beyond Tooker's control, there is no question of an attributable shortcoming. Force majeure includes but is not limited to: danger of war, uprising, epidemic, molestation, strikes, boycott, business failures, disruptions in traffic, transport, energy supply or in (data) networks, government measures, scarcity of raw materials, natural disasters, fire and otherwise all circumstances under which full or partial fulfillment of the agreement by Tooker in reasonableness and fairness cannot be demanded. If the period of force majeure has lasted longer than sixty (60) calendar days consecutively, the client has the right to dissolve the agreement extrajudicially. Such dissolution is treated as a cancellation by the client without reason.

12. Assessment data

The Client must check physical documents or other data carriers (including drawings) received from Tooker as soon as possible after receipt for possible defects or other shortcomings. If the client has not informed Tooker in writing within two (2) weeks of the date of dispatch that the received documents are incomplete or do not comply with the order, it shall be deemed that Tooker has fulfilled its part of the agreement, subject to proof to the contrary.

13. Confidentiality and use as reference

The client and Tooker will treat all information provided to each other in the context of the assignment confidentially and will use this data exclusively in the context of the execution of the assignment. Tooker reserves the right to use the assignment as a reference without explicitly requesting approval from the client.

14. Disputes

All offers, agreements and other legal acts concerning delivery by Tooker of services or products are governed by Dutch law. Disputes between Tooker and the client that arise from or pertain to offers, agreements and other legal acts concerning the delivery by Tooker of services or products are exclusively submitted to the competent civil court in the district of Leeuwarden, unless the parties agree on arbitration or mediation.