

**Article 1: Definitions**

1. In these standard terms and conditions the following terms have the following meaning unless expressly stated otherwise.

- DDM: DDM Demontage B.V., as well as, in relevant cases, its group companies;  
 Instruction: every instruction and/or contracted work under the agreement between client and DDM.  
 Client: the party contracting with DDM.  
 Agreement: any building contract, agreement for professional services or any other agreement between the client and DDM.

**Article 2: General**

- These terms and conditions apply to every offer, quotation and agreement between DDM and the Client to which DDM has declared these terms and conditions applicable.
- The current terms and conditions also apply to every agreement with DDM, in the performance of which third parties are engaged. DDM reserves the right to engage third parties in the performance of any agreement with the client.
- Any possible departures from these standard terms and conditions are only valid if they have been expressly agreed in writing.
- The applicability of any purchase, or other, conditions of the client are expressly rejected and excluded, unless otherwise agreed in writing.
- In the event one or more provisions of these standard terms and conditions should be null and void or voided, the remaining provisions of these standard terms and conditions remain fully in effect. In that case DDM and the client shall consult with each other to agree new provisions to replace the void or voided ones, whereby the purpose and the meaning of the original provisions shall be taken into account as far as possible.

**Article 3: Quotations and cost estimates**

- All offers and quotations of DDM are without obligation, unless the offer states otherwise.
- All quotations made by DDM are valid for 30 days, unless stated otherwise.
- Unless expressly stated otherwise, the following activities are not included in the agreement or the preceding quotation/cost estimate:
  - preparatory work, such as groundwork or paving work;
  - drainage work;
  - preliminary report on other structures on the plot and/or adjacent plots, as well measures taken to protect these structures and/or the adjacent plots.
  - the pulling or measuring of posts and/or sheet piling, whether belonging to the foundations or not;
  - the removal, use, treatment or the disposal of dangerous substances or items of which dangerous substances are part, including contaminated soil and/or material containing asbestos.
  - the demolition of any foundations present not belonging to the existing structures;
  - the notching of brickwork;
  - the removal of plants and vegetation;
  - sand and soil supplementation;
  - marking and dimensioning;
  - (traffic)cordoning;
  - obtaining and maintaining a proper access route to and from the plot;
  - costs, deposits and levies related to the use of plots belonging to third parties for the execution of the instruction, as well as activities to gain access to these plots;
  - taking out insurance in respect of the plot or object of the instruction, including taking out a CAR-insurance [CAR = Contractors' All-Risks Insurance Policy].

**Article 4: Contract price or cost estimate and contract variations**

- All prices used by DDM in cost estimates, offers and/or agreements are exclusive of VAT and other levies imposed by the authorities, as well as any possible costs to be incurred in the context of the agreement, including administration costs, unless stated otherwise.
- If and insofar between the date of the quotation or cost estimate and the date of completion a period of more than three months has passed and the prices of materials, tools and labour or the fees for the disposal and processing of waste respectively have increased during that period, DDM is entitled to incorporate these price increases in the final contract price/price.
- All quotations, cost estimates and agreements are based on the assumption that:
  - the activities can be carried out during normal working hours of DDM and under normal working conditions;
  - the activities can be carried out simultaneously or consecutively, without any stagnation and/or staging of the activities of DDM, and;
  - DDM is able to carry out the instruction without any restriction in manner of the performance, or working method, as imposed either by the client or by the authorities;
  - the demolition material released and the demolition equipment shall become/remain the property of DDM;
  - DDM does not need diamond-bearing tools and/or equipment for the instruction.
- Settlement of contract variations takes place:
  - in case of changes in instruction or the conditions of the execution by the client;
  - in case of directions by the authorities which influence the execution of the instruction or the conditions of the execution;
  - in case of a variation in the amounts of the provisional sums;
  - in case work has to be carried out as set out in article 3(3) above, unless this has been expressly included in the agreement;
  - in case of groundwork - if this is included in the agreement - there are additional costs due to the excavation, removal, disposal and/or processing of soil which turns out to be contaminated or which otherwise is not suitable for the execution of the instruction;
  - in case there is other contamination of the (demolition) material and/or equipment as a result of which it cannot be removed and/or reused without taking further measures;
  - in case prior to, or during, the execution of the instruction, extra costs have to be incurred in order to clear away items which hamper or obstruct the execution of the instruction, if DDM in all reasonable ways did not have to take the presence of such items into account (including items which are located in the soil);
  - in case DDM must make provisions due to a suspension of the execution of the instruction by the client or by the authorities, in which case DDM's loss due to this suspension shall also be charged to the client;
  - in case DDM is forced to deploy diamond-bearing tools and/or equipment, unless this has been expressly included in the agreement.
- If and insofar parts of the agreed instruction appear not to be feasible due to circumstances which cannot be attributed to DDM, the client shall pay the full contract sum to DDM or is obliged to pay DDM the full payment for the agreed activities.

**Article 5: Obligations of the client**

- The client ensures that DDM has, in good time, available to it:
  - the (technical) information, the specifications and the (construction) plans necessary for the execution of the instruction;
  - the necessary approvals, licences, exemptions, decisions and such like, including the demolition permit;
  - a clean soil certificate, a Health & Safety plan design phase, reports of an asbestos survey (in accordance with Assessment guidelines 5052) and a building materials inspection;
  - the plot and/or the object which is the subject of the instruction, is cleared of movable property;
  - sufficient opportunity for the supply, removal and storage of equipment, tools and materials;
  - connection possibilities for electrical machines, lighting, heating, water, compressed air and other necessary provisions.
- The client is responsible for the disconnection or interruption respectively, of all active connections outside the demolition border to public utility companies and/or other pipes and/or cables and other obstacles running over the plot, prior to commencement of the work under the instruction. To this end the client shall, on demand by DDM, provide DDM with the necessary statements.  
 The client is responsible for the removal of all chemical or otherwise harmful residual substances and residues from (factory)installations - including the rinsing out of the relevant installations - prior to the commencement of the work under the instruction.  
 The client is responsible for making the initial break between the installations to be kept and those to be demolished, prior to the commencement of the activities under the instruction.

- The connection and consumption costs for gas, electricity and water necessary for the execution of the performance are for the account of the client.
- The client shall ensure that activities and/or deliveries to be carried out by third parties not belonging to the work of DDM, shall be carried out on time and in such a manner that the execution of the instruction is not delayed by it. If the commencement or progress of the instruction is delayed by factors not attributable to DDM, the client shall compensate DDM for the loss arising from this.
- Unless otherwise agreed, all released (demolition)materials and (demolition)equipment shall always become the property of DDM. The client shall, insofar as necessary, render its cooperation to steps necessary to effectuate this transfer of ownership.
- The client is responsible for the constructions or working methods prescribed by, or on behalf of it as well as for orders or directions given by, or on behalf of it. If materials or tools which have been made available by the client or have been prescribed show defects or turn out to be unsuitable, the client is liable for all the loss and consequential loss arising from this.
- The client is responsible for the transport and/or disposal of all substances in the context of the execution of the instruction including in particular in respect of dangerous substances such as toxic, self-igniting, oil-bearing, corrosive, radioactive, asbestos-containing, chemical and ceramic materials and substances, or materials and substances contaminated with (environmentally) dangerous substances.
- The client is liable for all the loss (including claims for compensation by third parties), arising from the non-observance of its obligations on the basis of this article, and indemnifies DDM in respect of such loss. The client shall take out adequate liability insurance to this end.
- The client is, from the moment of entering into the agreement, obliged to insure and to keep insured the material, equipment and the moveable property to be supplied by it which are the subject of the agreement. If these items are destroyed (wholly or in part), the client is obliged on demand of DDM, to transfer its rights and claims under the insurance policy to DDM as security for the payment of the contract sum/the payment which DDM is able to claim on the basis of the agreement.

**Article 6: Obligations of DDM**

- DDM shall perform the agreement to the best of its knowledge and ability and in accordance with high standards.
- If the agreement contains a completion date, this date is never to be regarded as a strict deadline. In the event completion does not occur on the stipulated date, the client must issue DDM with a notice of default in writing.
- DDM is not liable for loss, of whatever nature, if DDM proceeded on the basis of incorrect and/or incomplete information provided by the client.
- DDM is not liable for loss caused by hidden explosives or weaponry which have been left before the commencement of the instruction. DDM is not liable for loss which is inherent to demolition work.
- DDM is not liable for indirect or consequential loss (such as loss due to business interruption). The liability of DDM for direct loss shall in all cases be limited to the amount actually paid out by the liability insurance of DDM in respect of the relevant event. Prior to such insurance payment, the client shall not institute legal action against DDM in order to obtain compensation.
- In case it has been agreed that the (demolition)material and/or (demolition)equipment resulting from the instruction shall become or remain the property of the client, the client shall accept this material and equipment in the condition it is in after the activities by DDM and/or the transport have been carried out. The client is never entitled to compensation for the condition of this material and/or equipment.

**Article 7: Completion**

- The work which is the subject of the agreement is considered to have been completed:
  - when DDM has verbally or in writing informed the client of the completion of the instruction and the client has approved the work;
  - after expiry of eight days after DDM has informed the client in writing of the completion of the instruction, if the client has not informed DDM in writing of any possible objections and/or defects in this completion;
  - by the client taking the work into operation (whereby it applies that in the event of the partial taking into operation, only the relevant part of the work is considered to be completed).
- Withholding approval or the submission of complaints by the client shall at all times be in writing within eight days after completion, whereby the client must adequately set out its supported reasons for withholding the approval. Minor defects at completion which can be remedied within eight days, do not form a valid reason for withholding approval of the completion.
- DDM is obliged to remedy the reported defects at completion as soon as possible.
- Legal claims pursuant to hidden defects lapse one year after completion.

**Article 8: Invoicing and payment**

- DDM and the client can agree that payments shall be by instalments.
- Payment needs to be made within 30 days of the date of invoice, in a manner to be indicated by DDM and in the currency as invoiced. Objections against the (the amount of) the invoices do not suspend the payment obligation.
- If the client remains in default of payment within the term, the client is in default by operation of law. In that case the client must pay an interest of 1% per calendar month, or part of a calendar month in which the client is in default.
- The claims of DDM on the client are immediately due and payable:
  - in the event of liquidation, (imminent) liquidation or a moratorium of the client as well as if there has been a seizure of a substantial part of the assets of the client;
  - if circumstances which have come to the attention of DDM, give good reason to fear that the client shall not fulfil its obligations and the client nevertheless refuses or fails to provide security at the request of DDM.
- DDM is entitled to have the payment made by the client first applied to settle any costs and subsequently the accumulated arrear interests and finally the principal sum and accrued interest.
- If the client is in default of the performance of one or more of its obligations, all reasonable costs incurred to obtain performance, in or out of court, are for the account of the client.

**Article 9: Suspension, termination and early termination**

- DDM is entitled to suspend the performance of its obligations or terminate the agreement if: the client fails to comply fully with the obligations contained in the agreement. circumstances of which DDM has become aware after entering into this agreement, give good reasons to fear that the client shall fail to comply with its obligations. at the time of entering into the agreement, the client has been requested to provide security for the performance of its obligations under the agreement and this security is not forthcoming or is inadequate.
- If the agreement is terminated, the claims of DDM on the client become immediately due and payable. If DDM suspends the performance of the obligations, it retains its claims pursuant to law and the agreement.
- The client is entitled to instruct DDM to terminate the instruction in an unfinished condition. In that case DDM is obliged - prior to the termination - to take suitable measures to prevent and limit damage which could be caused to the work as a result of the early termination of the work. In that case the client is obliged to pay the full contract price or the full estimated payment for the uncompleted part, increased with the costs incurred by DDM due to the non-completion and less the costs DDM has saved by reason of the termination. Claims of the client and DDM in respect of whatever else is due in respect of the agreement, remain unaffected.

**Article 10: Disputes**

- Dutch law governs any agreement between DDM and the client.
- The court in the place of business of DDM has exclusive jurisdiction to hear the disputes. DDM is nevertheless entitled to submit the dispute to the court with jurisdiction under law.

These terms and conditions have been filed at the court registry of the district court in Utrecht on 2 March 2007 under no. 75/2007.

This document is a correct translation of the standard terms and conditions of DDM Demontage B.V. In case of discrepancies however, the Dutch text will prevail.