

GENERAL TERMS AND CONDITIONS FOR DELIVERY AND PAYMENT of Coes Metaalbescherming B.V.

(version 1 December 2016)

ARTICLE 1 | GENERAL

- These general terms and conditions for delivery and payment ("General Terms and Conditions") apply to any offer by Coes Metaalbescherming B.V. ("Coes") and to all agreements concluded by Coes, of any kind whatsoever, including service agreements and contracts for work (article 7:750 Dutch civil code), as well as to all ensuing deliveries and actions.
 - These General Terms and Conditions also apply to any further agreements that are concluded during the performance of the work, for example further agreements in which Coes undertakes to carry out work again or in a different manner.
 - If Coes and the Client conclude an agreement to which these General Terms and Conditions apply, they will also apply to any new agreements between Coes and the Client, unless otherwise agreed.
 - The provisions of this article will only not apply if Coes and the Client (the "Parties") have agreed to such deviation expressly in writing.
- A Client's reference to its own general terms and condition will not be accepted by Coes and such general terms and conditions are expressly rejected.
- In these General Terms and Conditions, the Client is understood to be the party to whom Coes makes an offer or the party with whom Coes concludes an agreement.

ARTICLE 2 | OFFERS

- All offers and quotes by Coes are without obligation, unless expressly stated otherwise. Offers are based on the information, drawings or other items, that the Client provided when it made its request and Coes may assume that these are correct. Coes does not have a duty to warn if it has doubts about the instructions, information, drawings or other items that the Client has provided.
- Coes is entitled to make the start of its work conditional upon the Client's written order confirmation.
- After making an offer, Coes is only bound after it has accepted the assignment in writing, or, if there is not a written order confirmation, after Coes has started to carry out the work.
- The work referred to in the preceding paragraph only includes the work that directly relates to the performance of the assignment, to the exclusion of preparatory work such as the layout of a workshop, sampling units etc.
- If the Client wants to amend the assignment, Coes will only be obliged to cooperate if Coes has agreed to such amendment in writing.
- If the assignment is amended, as meant in the preceding paragraph, Coes -on condition that Coes has agreed to it- is at all times entitled to charge the Client for the additional and reasonable costs and any damage ensuing from the amendment.
- To determine the surface of a product that is to be treated or to determine the work to be performed, the Client shall make all the necessary information, documents and/or materials available to Coes, free of charge.
- If an offer states a layer thickness to be applied or a roughness to be accomplished, this only applies to the thickness/roughness on places that Coes can reach and treat with regular technical tools.
- The Client is aware of the fact that, taking the applied method and the materials used into account, an exact layer thickness or roughness cannot and will not be guaranteed, this, if necessary, in addition to or in derogation from the agreed ISO standards or certification. The layer thickness or the roughness to be accomplished is a target value.
- When making an offer, Coes may assume the lack of defective substrates such as chain-welds, interrupted welds, bolt holes, welding spatter, clamp connections, sharp edges, doubling, galvanic couples resulting from contact between various metal elements etc., unless Coes has expressly been informed in writing of the existence of one or more defects. If it transpires that such defects are present, Coes is entitled to discontinue its work (whilst having the right to charge the Client for the work it has already performed), or to charge reasonable additional costs for remedying the defect or for continuing the work to the best of its ability. Coes is never liable for the defective performance of work that is caused by one or more circumstances referred to above.
- Unless stated otherwise, the prices quoted in the offer apply to products that are delivered from Coes's workshop and exclude VAT.

ARTICLE 3 | INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

- Coes retains the copyrights, as well as all other industrial or intellectual property rights on designs, sketches, depictions, drawings, models, software and written offers that it has provided. These items remain Coes's property and they may not be copied, showed to third parties, or used in any other way without its express written consent, irrespective of whether the Client has been charged for them. The Client is obliged to return these items to Coes upon request.
- The Client indemnifies Coes against all claims from third parties that submit that their intellectual property rights are being infringed as a result of or connected to Coes's performance of the Client's assignment.

ARTICLE 4 | IMPLEMENTATION REQUIREMENTS

- All offers by Coes only apply subject to the provisions set out below:
 - If necessary, the Client will make a site available that is suitable for carrying out the work, as well as the use of water, electricity, means of transport and scaffolding, free of charge.
 - The Client guarantees Coes's and its employees' safety regarding the matters referred to in the preceding paragraph.

- C. The products or materials to be treated have a similar quality to the materials that Coes could reasonably assume when making the offer.
- D. The products to be treated meet reasonable standards for the purpose of the required protective treatment.
- E. Preparing the surfaces for the application of the layers is possible in a normal way.
- F. Hoisting and transport: if a structure weighs over 5000 kg it must have lifting eyes. These should be placed in such manner that the weight is equally distributed over the lifting points and they should be manufactured in such way that the load can be picked up from all directions.
- G. Suitability for coating: structures are to be delivered ready for blasting and suitable for coating. Structures that need to have a drinking water coating, pursuant to the KIWA BRL K746 guideline, will be delivered by the Client ready for coating in line with KIWA's regulations, DIN 28051 and DIN 28053.
- H. Protection against blasting and coating: the Client must shield the parts that do not need to be blasted or coated. The Client will plug any threaded holes. If it has been agreed that Coes will tape up parts, the Client will provide a clear drawing with instructions for taping. The hours and materials used for taping will be charged retrospectively.
- I. Treatment of galvanized material: galvanized materials must be transported and stored and delivered ready for coating in accordance with the NEN5254 regulations. Moisture in the zinc layer of the delivered structure may lead to blistering of the coating. Coes is not liable for that. The Client will ensure that the minimally required zinc layer, for a guarantee against corrosion from the galvanizing plant, will be undamaged, even after polishing. Damage to the zinc layer caused by transportation (for example when materials are stacked without blocks) will not normally be retouched by Coes. If Coes is asked to retouch such damage, it will do so by optical optimization and the damage will remain visible. In general, the Client warrants Coes that the zinc thickness complies with what the Client has communicated to Coes. If a certain zinc coating thickness has been agreed, the Client must supply a measurement report about the zinc. Coes is not obliged to treat material that has not been delivered in a correct manner and Coes is entitled to return such material. Coes is not liable for the resulting costs or for the consequences of treating material that has not been delivered in a correct manner.
- J. Blasting: blasting sheet material that has a thickness of less than 6 mm can lead to deformation of the material during blasting. When blasting material that already has a coating, coating residue may remain on areas that are hard for Coes to reach. An additional charge applies to steel, that is not steel 37, or tempered material, which can only be determined after blasting. After blasting (machine blasting as well as manual blasting) areas that are hard for Coes to reach, impurities and irregularities may remain, including amongst other things rust residues, mill scale and doublings. Coes is not obliged to remove these by hand, unless this has been explicitly agreed. In that case Coes will charge an additional fee, which Coes will reasonably determine after blasting. Even after manual blasting of areas that are hard for Coes to reach, Coes cannot guarantee that all impurities and irregularities will be removed, including amongst other things rust residues, mill scale and doublings. In general, Coes cannot vouch for the correct thickness or roughness of or for the agreed performance on areas that are hard to reach. Coes will therefore not be liable if the correct thickness or roughness has not been met or if another agreed performance is not carried out where such areas are concerned.

CONSERVATION

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 - Coes cannot guarantee that coating will adhere to material that has not been blasted. Coes does not provide or supply specific guarantees, measurement reports or quality reports, unless explicitly agreed otherwise.
 - Areas that are hard for Coes to reach may not be coated or may be applied with an insufficient amount of coating. Coes may not be held liable for this or the consequences of such.
 - The areas that are hard for Coes to reach are always excluded from the guarantee.
 - Support points are unavoidable and can never lead to a justified claim against Coes, unless explicitly agreed otherwise.
 - The colors of primers may deviate from the RAL colour range, especially for bright colors.
 - Coes advises against the use of RAL 9006 or RAL 9007, because on the one hand the colour spectrum of these colors has not been fixed (and therefore there is a high chance of color deviations) and on the other hand the colors cannot be retouched in an attractive way (this also applies to micaceous iron oxides/ mio coatings). If the Client does choose a coating in this colour anyway, Coes cannot in any way be held liable for the consequences.
- L. The delivery and transport of material: Coes will discuss the schedule for loading and unloading with the Client beforehand and may record this in writing. Additional costs apply in the event that material has to be loaded or unloaded on a Saturday or before 7:30AM. If freights are not loaded or supplied by the Client according to the schedule, the resulting costs will be charged to the Client. Coes is not responsible for any damage caused by transportation or assembly.
- M. Transport, treatment and storage of material that Coes has applied with a fireproof coating:
 - Curing is a lengthy process and depends on numerous factors; therefore coating may stay soft for a long period of time. This means that during transport and assembly the coating can easily be damaged.
 - Coated structures should always be covered with oilcloth or be placed in an inclined position, so that water cannot pool in the profiles. Parts that do not have a top layer and parts that have a damaged top layer should not be exposed to water.
 - Damage should be retouched immediately.
 - Retouching may only be done in a dry environment.The Client must take the above into account. If and in so far Coes is liable in principle, it will not be liable for damage arising from actions contrary to the above.
- N. The Client must ensure that Coes is able to carry out the work in the most economical manner and without interruptions.
- O. If it seems, at Coes's discretion, that during the treatment of the objects a requirement in these General Terms and Conditions has not been fulfilled, Coes has, without prejudice to its other rights, the choice between on the one hand dissolving the agreement, without notice of default being required, by means of a statement to this effect, with the obligation of the Client to pay all resulting damage to Coes, in particular the loss of profits and on the other hand performing the agreement, in which case Coes is entitled to make the objects or materials suitable for treatment (or have them made suitable) at the Client's expense, with an extension to the agreed delivery time by the period that is needed to carry out such work (or have it carried out).

2. Unless otherwise agreed in writing, the work is carried out in regular 5-day working weeks. If, after acceptance of the offer, the Client requests work outside the regular working week and this is accepted by Coes, the costs incurred will be charged as 'additional' work.
3.
 - A. Coes reserves the right to declare certain days as "not workable". These days are understood to include days on which the quality of the work cannot be guaranteed due to atmospheric circumstances.
 - B. The delivery time will be extended by the number of not workable days occurring after the start of the delivery period.
 - C. If, at the Client's explicit written request, Coes does carry out work on not workable days, all liability for the quality of the performed work will lapse.
 - D. The provisions sub a-c do not affect the provisions in Articles 9.1 and 9.4.

ARTICLE 5 | ENGAGING THIRD PARTIES/SUPPLIERS

1. Coes is entitled to outsource the Client's assignment wholly or in part to third parties or suppliers.

ARTICLE 6 | ADVICE

1. All information and advice provided by Coes or by third parties at Coes's request are of a general nature and are not binding, unless expressly agreed otherwise.
2. Coes is not liable for damage resulting from following its advice.

ARTICLE 7 | PRICES

1. Coes considers work that has not been stated in the offer as "additional work" and this work will be invoiced separately to the Client.
2. If the offer is accepted after the end of the term that has been stated in the offer or, if a term has not been included in the offer, if it is accepted after the end of the month after the month in which the offer was issued, and if Coes chooses to maintain its offer (which it is not obliged to do), Coes is entitled to adjust its prices to the cost increase, if this is more than 5%.

ARTICLE | REPRESENTATIVE AUTHORITY

1. Agreements with Coes's staff members are only binding on Coes to the extent that they are concluded in writing by staff members that have representative authority according to the registration in the Trade Register, or to the extent that such agreements are accepted in writing by such staff members.

ARTICLE 9 | DELIVERY PERIOD

1. Delivery periods are estimates and are not binding.
2. The delivery period commences as soon as Coes 1) is bound by its offer, i.e. as soon as it accepts the assignment or starts the work (see Articles 2.3 and 2.4) and has received the products and/or materials that are to be treated, or, if products are to be treated on site, as soon as Coes has been given the chance to start the work, and 2) all formalities required to start the work have been met, and 3) Coes has all the requisite records, and 4) the Client has moreover provided Coes with all the data required to carry out the work.
3. In terms of the delivery period, the work will be deemed to have been carried out as soon as Coes informs the Client that the work has been completed or that the treated products and/or materials are ready for acceptance at Coes's business premises.
4. If the delivery period is exceeded, the Client will not be able to derive any rights from this. If the delivery period is exceeded for any reason whatsoever, this will in particular never give the Client the right to claim damages, to dissolve the agreement, or to fail to perform any obligation it may have under this or any other agreement.

ARTICLE 10 | ACCEPTANCE AND INSPECTION

1. The Client must accept the products or materials Coes has treated at its business location at Coes's workshop. The actual collection of the products or materials by the Client is considered to be the same as accepting the products or materials / acceptance. The foregoing also applies if it has been agreed that Coes will carry out or arrange transportation. In that case, the time of loading at Coes's business location will be considered to be acceptance of the products or materials / acceptance. Transportation will be at the Client's risk. Transportation will never be at Coes's risk. The provisions of this paragraph also apply if an acceptance protocol has been agreed but in practice the products or materials are actually accepted without applying that acceptance protocol.
2. The Client should accept the products or materials Coes has treated within 3 days after Coes has sent the written notification to the Client, stating when the treatment will have been completed and requesting the Client to accept them at that point. If the assignment comprises more than one treatment and/or more than one product, the Client is obliged to heed any requests by Coes to accept each treatment and/or product, unless expressly agreed otherwise. The aforesaid 3-day period constitutes a strict deadline the non-observance of which constitutes default.
3. Coes will at all times enable the Client to inspect the treated products or materials before acceptance, if the Client so wishes. If the Client discovers defects, it should notify Coes of this before accepting the products or materials, and enable Coes to repair such defects, for which the Client will grant Coes a reasonable period. The length of that reasonable period will be determined according to the time Coes believes it reasonably needs to perform the repair work.
4. Acceptance of the products or materials means that the Client has inspected and approved the products or materials; the work is then deemed to have been carried out in accordance with the assignment. This also applies if the Client does not perform an inspection. This is therefore at the Client's risk.
5. If the Client defaults on accepting the treated products or materials, Coes will be authorised to store such items of property and charge the resulting costs incurred to the Client. These costs are fixed at EUR 10 (in words: ten euro) per week per square metre. If this storage period exceeds one month, Coes will have the right to sell the products or materials. Coes will transfer the proceeds to the Client, minus the amount the Client owes Coes - whether due and payable or not - including the selling expenses. If the proceeds do not cover Coes's claim against the Client, the Client will still owe the balance. The proceeds cover the selling expenses first, followed by the storage charges, and lastly Coes's claim against the Client.

ARTICLE 11 | PACKAGING AND SHIPPING

1. Coes will only return items of property in the same packaging they were supplied in if this has been agreed in writing.
2. If Coes is required to store the packaging in which items of property are shipped, Coes will be authorised to charge the Client for any costs that are charged by third parties or that are incurred by Coes itself. The Client is obliged to pay those costs.
3. If Coes is required to supply new packaging, Coes will be authorised to charge any costs it incurs in this respect to the Client. The Client is obliged to pay such costs.
4. The returned or new packaging for the items of property will be adjusted, to the greatest possible extent, to the Client's requirements as known to Coes, to the applied surface treatment, and to the transport-related requirements that have been expressly communicated to Coes.
5. The transportation of all items of property will always be beyond Coes's responsibility and will always be for the Client's risk and account, irrespective of whether such transportation is carried out by Coes itself or by third parties.
6. Coes is responsible for the loading and unloading of the items of property at Coes's business premises. If such activities take place during normal working hours and if this has been agreed, the costs for this will be included in the price. In all other cases, Coes has the right to charge extra costs for such loading and unloading activities.
7. Coes will charge the Client for any freight charges Coes has paid, including freight charges for transporting the items of property to a third party engaged by Coes.
8. Any liability regarding packaging or transport is excluded both vis-à-vis the Client and vis-à-vis third parties, unless there is intent or gross negligence on the part of Coes's board or its executive staff. The Client must take out adequate insurance to cover these risks.

ARTICLE 12 | GUARANTEE; LIABILITY

1. Coes guarantees the soundness of its work in the sense that it guarantees that it will use its best efforts to remedy, within a reasonable period, any defects that are found and that it is notified of in the proper way and in concrete terms prior to acceptance. The following also applies to this:
 - A. The guarantee only applies to the soundness of the work Coes itself carries out. The guarantee does not cover the quality of the protective materials used for the treatment, such as paints and other types of coatings.
 - B. Coes does not provide any guarantees with respect to products made and/or services provided by third parties or suppliers. If the third party or supplier is obliged to provide a guarantee to Coes, Coes will assign the claim against the third party or supplier to the Client.
 - C. No guarantees are provided for conservation flaws resulting from construction defects. Construction defects include defective substrates as referred to in Article 2.10.
 - D. Coes is neither responsible nor liable for any inclusions in the zone under the existing tank coating or rust layer due to the porosity of the base material, which inclusions can only be removed by means of extra intensive blasting.
 - E. Coes is neither responsible nor liable for steel bleeding.
2. If Coes decides to handle any complaints, this does not necessarily mean that Coes considers the complaint to have been filed either in good time or with good reason.
3. An alleged failure to comply with the guarantee obligation pursuant to paragraph 1 does not relieve the Client of any obligations it may have under this or any other agreement concluded with Coes, nor is the Client entitled to suspend any obligation.
4. Unless expressly agreed otherwise, Coes's guarantee under paragraph 1 only applies to items of property and products that are located in the Netherlands and that did not leave the Netherlands in the interim.
5. If a supplier (e.g. the paint supplier) has provided a draft guarantee prior to commencement of the work, with a conditional promise to provide this guarantee definitively after the work has been completed, Coes will not be liable to the Client if such guarantee is not provided - and nor will such non-provision constitute a breach by Coes - if the work was carried out by Coes, taking into account the provisions in these General Terms and Conditions, in accordance with the requirements that may be set for Coes in that regard.
6. The guarantee under paragraph 1 only applies in so far as the Client has met all its financial and other obligations. The Client may not invoke suspension or set-off.
7. In so far as Coes may be liable for any damage beyond the damage referred to in these General Terms or beyond the terms of these General Terms and Conditions, on whatever legal basis, such liability will never exceed the contract value, (i.e. the price agreed with the Client (exclusive of VAT), less the costs third parties have charged to Coes with respect to the assignment), of the work Coes has failed to perform, but Coes's liability will never exceed EUR 25,000 (in words: twenty-five thousand euro).

ARTICLE 13 | LIABILITY

1. Coes has no further liability (either for the consequences of an attributable failure by it or otherwise) other than as referred to in these General Terms and Conditions and is therefore not obliged to compensate any damage the Client or a third party may incur, whatever its designation or nature, that arises from or is connected to Coes's work, except in the case of intent or gross negligence on the part of Coes's board or its executive staff. The Client compensates and indemnifies Coes with respect to and against any third-party claims relating to the performance of the assignment, for which Coes will not be liable, pursuant to the foregoing, if there is no such intent or gross negligence.
2. Any third-party items of property (owned by the Client or any third party) present at Coes's business premises are not insured against any risks. Coes will never be liable for any damage arising from theft, embezzlement, destruction or otherwise, neither to the Client nor to third parties, except if there is intent or gross negligence on the part of Coes's board or its executive staff. The Client compensates and indemnifies Coes with respect to and against any claims of such third parties if there is no such intent or gross negligence.
3. If a standard treatment carried out by Coes or a treatment carried out at the Client's express request renders items of property owned by either the Client or third parties unusable, the Client will bear the full risk of such, unless there is intent or gross negligence on the part of Coes's board or its executive staff. The Client compensates and indemnifies Coes with respect to and against any claims of such third parties if there is no such intent or gross negligence.
4. Coes is not liable for any damage caused by Coes's agents or non-executive staff, even if they act with intent or gross negligence.
5. In the event of intent or gross negligence as referred to in Articles 13.1 to 13.3 or in the event that reliance on the provisions of the previous para-

graphs of this article is unsuccessful, Coes's liability will be limited in accordance with the provisions of Article 12.7.

6. The Client indemnifies Coes against all third-party claims for damages against Coes with regard to the usage of the items of property the Client has sent, including any drawings, samples, designs and such like, and the Client is liable for all costs arising for Coes pursuant to such claims.
7. Any inspections carried out by the Client or a third party engaged by the Client may not, in any event, be held against Coes if Coes has not been offered the opportunity to be present during the inspections or has not been consulted by the third party.
8. If the Client confronts Coes with unjustified complaints or claims, all costs incurred by Coes to investigate such complaints and claims will be charged to the Client. In such event, Coes will be authorised to claim fixed damages in the amount of EUR 500 (five hundred euro), without prejudice to Coes's right to claim the actual damage instead of these fixed damages.

ARTICLE 14 | PAYMENT

1. Unless otherwise agreed in writing, the Client is obliged to pay the invoices within 30 days of the invoice date, without any deductions and/or set-off.
2. An invoice sent by Coes will be considered to have been accepted if the Client does not object to it in writing before the 10th business day after the invoice date.
3. Coes is authorised to demand sufficient security for fulfilment of the Client's payment obligations, at Coes's discretion, before supplying to the Client or before starting or continuing to perform the agreement. If the Client refuses to furnish the security demanded within the period Coes has set, or to provide sufficient cover, Coes will be entitled, at its discretion, to suspend its obligations or dissolve the agreement, without prejudice to Coes's right to reimbursement of expenses and compensation for loss of profit.
4. If the Client fails to meet its payment obligations under the agreement or under previous agreements, Coes will also be entitled:
 - 1) to suspend its fulfilment of obligations, even if a delivery period has been agreed, or
 - 2) to definitively terminate its work, in which event the Client will be obliged to pay for the work Coes has already carried out, and to reimburse Coes for any damage it may incur due to the work not being continued, which will include loss of profit.
5. If an invoice is not paid within 30 days after the invoice date, the Client will be in default without any notice being required. As of that moment, the Client will owe interest on the invoice amount, equalling 1.5% per month, with part of a month being counted as a whole month.
6. A. If Coes assigns its claim for collection, the Client will in any event owe 15% of the net invoice amount for the extrajudicial collection costs, at a minimum of EUR 50. However, if legal proceedings are required, the Client will also be obliged to reimburse Coes for all its legal expenses, expressly including any costs exceeding the court-approved scale of costs that is usually applied by Dutch courts, any costs arising from the winding-up petition and administration costs such as municipal charges, Chamber of Commerce costs, et cetera.
B. The percentage for extrajudicial costs referred to in the previous paragraph is a percentage that has been fixed between the Parties. Coes is not obliged to demonstrate that any extrajudicial collection costs it charges to the Client actually amounted to this percentage. Coes may at all times charge the actual extrajudicial costs to the Client if they exceed the fixed percentage.
C. The arrangements regarding judicial and extrajudicial costs in this article also apply if Coes is to put up a defence against the Client in legal proceedings.
7. The Client's right to set off any claims it has against Coes is expressly excluded.
8. Payments are first applied to cover any costs incurred, secondly, to pay off any interest owed, and thirdly, to cover the work that has been performed, on the understanding that such payments will always be set off against the oldest, overdue invoices first.
9. If the Client fails to pay off a debt or fails to do so on time, on any legal basis and also in the event of insolvency, suspension of payments or statutory debt management (or an application for the same), all other debts or instalments due from the Client will become immediately and fully due and payable.

ARTICLE 15 | RESERVATION OF TITLE, PLEDGE AND RIGHT OF RETENTION

1. The Client only obtains title to the items of property Coes has supplied or is to supply on condition precedent (in Dutch: "onder opschortende voorwaarde"), in so far as Coes has title to these items of property. Coes retains title to the items of property supplied or to be supplied for as long as the Client has yet to pay, in full, Coes's claims relating to its work. As long as one of Coes's claims is yet to be paid in full, the Client will not be authorised (both in an obligatory sense and in a property-law sense) to create a right of pledge or a non-possessory pledge on the items of property Coes has supplied. Nor is the Client authorised to create any other real or personal right for the benefit of a third party on the items of property Coes has supplied.
2. If the Client fails to meet an obligation under the agreement, all amounts still owed will become immediately due and payable, without any court intervention being required, and Coes will be authorised, without any notice of default or court intervention being required, to remove both the original and the newly created items of property from where they are located at that time, which removal will be charged to the Client. The preceding sentence is without prejudice to Coes's right to damages. The Client authorises Coes to gain access to where the items of property are located.
3. If the Client fails to meet its obligations, under the agreement or previous agreements, that have become due, Coes will be entitled to retain the Client's items of property until the Client has met all its obligations to Coes. The right to suspend does not lapse if the Client furnishes security.

ARTICLE 16 | DISSOLUTION; SUSPENSION

1. Without prejudice to Coes's further rights, in the event that Coes is prevented from performing the agreement due to force majeure, Coes has the right without judicial intervention being required to suspend performance or to dissolve the entire or part of the agreement by means of a written statement to that effect, without any obligation on its part to pay damages. In these General Terms and Conditions, "force majeure" will be taken to mean: any circumstance as a result of which the Client can no longer reasonably expect the agreement to be performed, and includes a lack of raw materials, war, threat of war, civil war and riots, work strikes, lock-out of employees, transport problems, fire and other disruptions which cannot reasonably be for Coes's account. The Client now already expressly waives all rights to dissolve the agreement pursuant to Article 6:265 et seq. of the Dutch Civil Code.
2. If the Client does not comply with its obligations under this agreement or under previous agreements with Coes, or fails to do so on time or in an adequate manner, or if the Client's business is declared insolvent, is granted a suspension of payments or statutory debt management, or is closed down or wound up (or an application for the same is filed), the Client will automatically be in default and Coes will be authorised, without any notice

of default or judicial intervention being required, to suspend performance of the agreement or to dissolve the entire or part of the agreement by means of a written statement to that effect, at Coes's discretion, without Coes being obliged to pay any damages, without prejudice to Coes's other rights, including the right to full compensation of its damage. In such event, every claim Coes has or will have against the Client will be immediately due and payable. In that event, the work will stop immediately, the materials (including the product to be treated and the tools) will be transported to Coes's warehouse, and Coes will have the right to charge the Client for all the work that has been carried out up to the day of the occurrence of an event as referred to in this article, which sum will then be immediately due and payable.

3. If, when carrying out the assignment, Coes concludes that it will not or no longer be able to carry out the assignment it has been given, it will have the right, without prejudice to Coes's rights under general law, to dissolve the entire or part of the agreement by means of a written statement to that effect. In the event of a dissolution on these grounds, Coes will never be liable for damages vis-à-vis the Client.
4. If Coes dissolves the entire or part of the agreement pursuant to the provisions of paragraph 1, 2 or 3 of this article, it will be entitled to require the Client to accept the items of property and/or products being treated by paying for the treatments, calculated in the price, that have already been carried out at the time of dissolution, failing which Coes will either store the items of property and/or products or sell them privately at the Client's expense and risk, for which private sale the Client hereby irrevocably authorises Coes by issuing the assignment. The Client may not claim reversal of any work Coes has already carried out.
5. If it was or should already have been apparent to Coes when it accepted the assignment, that it would not be able to carry out the assignment, it will not be authorised to claim the price that corresponds to the treatments already carried out at the time of dissolution as referred to in Article 16.3.

ARTICLE 17 | APPLICABLE LAW

1. All agreements are governed by Dutch law.
2. In so far as the Parties are entitled to exclude applicability, the applicability of provisions of international conventions, including the Vienna Sales Convention (CISG), is excluded.
3. All disputes arising from offers and agreements, regardless of their designation, will be determined by the civil court that has jurisdiction in Coes's domicile, unless the law expressly precludes this. Furthermore, Coes is at all times authorised to apply to the competent court of the Client's residence or domicile