5.4 Contractor is obliged to perform the delivery period as closely as possible but, unless a strict deadline has been given and without prejudice to the right of the constructor for the consequences of exceeding the delivery period, the delivery period does not give Principal the right to demand compensation or a penalty of whatever kind, to refuse the goods and/or the object to cancel the agreement wholly or partially. After expiry of the delivery period, Principal can, without prejudice to his rights of offset, demand that the goods be placed at his disposal at the site of delivery and leave the site in a condition fit for use. If the goods have a value, the goods are repaired or replaced or the price is reduced and the amended delivery period will be extended. The price reduction will not exceed 0.5% for each working day that the amended delivery period is exceeded. Should Principal owe any payment to Contractor then Contractor has the right to suspend delivery. In as far as a delivery period has been agreed it shall start when payment is received.

5.5 In case Principal fails to fulfill his payment obligations to Contractor or in case Contractor has good reason to conclude that the delivery period is not extended by the number of working days as stated in the above, the contractor is entitled to withhold any or all goods delivered and/or made available.

5.6 Should Contractor not deliver payment of any or all goods delivered under reservation of title with the necessary care and as the recognizable property of Contractor.

5.7 Principal is obliged to inform Principal for the goods for the duration of the reservation of title against damage caused by fire, explosion and water, as well as against theft, and to present the policies for this insurance to Contractor for inspection at the first request. All claims against Principal in the insurers for the goods on the basis of the aforementioned insurance will be pledged to Contractor by Principal as soon as the former requests, in the manner indicated in Article 3:239 of the Dutch Civil Code, towards additional security of the claims of the Contractor against Principal.

5.8 Without prejudice to the provisions of Article 14 concerning force majeure, it is stipulated that in the event of a conflict between the delivery period is extended by the same number of working days as days on which the fitting/building team of the contractor have not been able to function as a result of inclement weather conditions, including rain, hail, snow and/or frost. This is not the case if all reasonable steps have been taken to maintain the necessary soil quality at the building site in the period between the commencement of the agreement and the delivery date, leading to disturbance of the contractor's building schedule.

Article 6 Reservation of Title

6.1 Upon delivery of goods/materials delivered/supplied by or on behalf of Contractor at their destination, Principal is to accept the condition in which the goods are found. Should subsequent damage prove to have been caused by the goods and/or materials, Contractor is to take all means to get compensation from third parties, in so far these third parties can be held liable by Principal for such damage events.

6.2 In the event of a purchase contract, the risk of goods deliverable by Contractor is for Principal from the moment that the goods are presented "ex works" for transportation. If Contractor has concluded for the benefit of Principal a transporting contract relating to the goods deliverable by Contractor then he will be deemed to have done so in the capacity of carrier in the meaning of article 8:60 BW. If Contractor has performed his own transportation then the risk of the goods deliverable by Contractor is for Principal from the moment that the delivery of the goods is made to him.

6.3 In case of a building contract, the materials are for the risk of Principal as soon as they have been delivered and/or made available at the building site under control of Principal, forPrincipal's account, for Principal's risk. Principal is further liable to perform the aforementioned claims to CONTRACTOR as soon as the latter expresses such a desire, in the manner indicated in Article 3:239 of the Dutch Civil Code, towards additional security of his claims against Contractor on whatever basis.

Article 7 Risk

7.1 Unless otherwise agreed in writing and without prejudice to the provisions of sub-clause 6, all payments due to be made to the contractor shall become due at the invoice date without any set-off, at the offices Contractor or in a bank account to be indicated by the latter.

7.2 Complaints regarding deliveries made give Principal the right to suspend his payment obligations to Contractor, in whole or in part.

7.3 Should payments not have been made at the agreed times, Principal will owe compensation for loss of interest, without prejudice to his payment duties as stipulated in the payment conditions. The amount of compensation shall be determined in accordance with the tables hereinafter:

7.4 Payment of principal is not affected by the time of the delivery, construction and/or assembly.

7.5 The contractor is entitled to demand payment of the invoice at any time, in the manner in which the contractor, the principal, the supplier, the contractor's bank and the principal's bank and/or the contractor's bank and the principal's bank have agreed, or in any other way that is agreed, without prejudice to the provisions in sub-clause 7.3 above.
Unless the parties have agreed otherwise in writing, if a building contract has been concluded relating to installations, installing shall take place within 8 days of the invoice date.

**Article 10 Delivery (Completion) and Complaints**

10.1 All claims against Contractor based on incomplete or incorrect delivery lapse in case no claim in this respect is submitted in writing within seven days of receipt of the goods by Contractor.

10.2 In derogation from the provisions of sub- clause 1, claims based on externally visible faults lapse if Principal did not register the alleged fault on the waybill or proof of receipt immediately upon receipt of the goods.

10.3 In respect with the dimensions and weight and with regard to quality and reliability of all materials, Contractor is always permitted the usual variations as are customary among the manufacturers charged with the manufacture of these materials.

10.4 In the case of a building contract, variation will take place within fourteen days of completion of the work, i.e. an inspection of the work performed. Principal is to cooperate promptly in the inspection.

10.5 Completion is deemed to have been made if the installation or the work is installed fully complete and ready for operation and after testing at the time of inspection has revealed that the installation or the work meets the requirements according to the agreement and that the system or work meets with the approval of Principal at the time of inspection and testing.

10.6 During inspection, at the request Principal a list can be drawn up of any defects. Defects not preventing normal functioning of the deliverable will not be a reason for the withholding of approval by Principal.

10.7 If, after completion of the installation, fault is found by Principal, a new inspection takes place.

10.8 Upon second inspection, defects other than those which were found at the first inspection will not be a reason for renewing the withholding of approval.

10.9 If the Event that Principal during inspection finds defects in the work, not being the defects referred to in sub-clause 6, second sentence, Principal is obliged to notify these in writing to Contractor within five days of the inspection. If he fails to do so, the installation or work is considered to have been approved.

10.10 Contractor must be given the opportunity to repair the defects observed within a reasonable period to be mutually established. After repair of the defects found by Principal, a new inspection takes place.

10.11 The work is deemed to have been completed immediately after the second inspection by Contractor and approval of this inspection by Principal and/or immediately after commissioning by Principal.

**Article 11 Additional and Less Work**

11.1 If, after completion of the agreement, in consultation with Principal the area of the premises to be built proves larger or smaller than originally stipulated or installation or assembly of the deliverable proves larger or smaller in scope than Contractor is entitled to charge Principal the actual price variation incurred as a result, or to deduct from the amount payable the actual costs consequently saved, so that Contractor is not obliged to make any compensation or be otherwise obliged.

11.2 The guarantee defined in preceding sub-clauses is not valid if the delivered good’s non-functioning or non-compliance with its specifications is the result of inexpert handling such as e.g., but not limited to: negligence, abuse, improper or non-compliance of service instructions, or for off-specs that reasonably are technically unavoidable, imply a quality improvement or do not significantly contrive the functionality of the good given the purpose for which Principal uses the good in its normal business operation.

11.3 Contractor guaranteed by Contractor on materials and/or goods procured by Contractor from third parties does not exceed the guarantee granted to Contractor by the relevant supplier or producer.

11.4 Complaints regarding non-externally visible faults are to be lodged as quickly as possible in writing, but no later than ten days from observation of the faults, if the period is exceeded all claims against Contractor regarding these faults lapse.

11.5 After repair or replacement within the context of this guarantee regulation the period of guarantee shall not be extended and the guarantee ends when the original period had ended.

11.6 No guarantee is given with respect to faults which are entirely or partially due to any government regulations regarding the nature and/or construction of the good.

11.7 Should Principal perform or allow others to perform any repairs or alterations during the guarantee period without the prior consent of Contractor, or should Principal not fulfill his payment obligation then Contractor’s guarantee obligation immediately lapses.

11.8 The goods covered by the aforementioned guarantee may be returned by Principal with the prior consent of Contractor only. Goods which are returned but not found to be faulty will be returned to Principal at the latter’s expense, whereby the costs incurred by Contractor with respect to the investigations undertaken with reference to this complaint will also be payable by Principal.

11.9 Principal guaranteed and responsibility borne by Contractor apply only to its own designs and Contractor is therefore never liable for defects to the premises built as per designs of Principal or third parties or not in case the Principal supplied information proves to have been not entirely accurate or incomplete.

**Article 15 Costs**

15.1 All costs, both judicial and extra-judicial, which have to be incurred by Contractor to compel Principal to comply with these conditions are for the account of Principal. The extra-judicial collecting charges also include all costs of summons and notification of default and dossier examination. The extra-judicial cost amounts at least 15% of the amount to be claimed in respect of the sum of € 300, which minimum percentage and amount are designed to encourage Principal to comply with his obligations under the agreement.

**Article 16 Cancellation**

16.1 Should Principal fail to fulfill any obligation vis-à-vis Contractor, fail to do so correctly or on time, arrange debt adjustment with his creditors, request suspension of payment or undue a similar procedure, be declared bankrupt or transfer his business to the other person or be placed under local control or if Principal is a company shall be dissolved or seized under foreclosure, it will be considered lawful in default and Contractor will have the right to suspend implementation of the agreement without notification of default and without legal intervention, as well as the right to wholly or partially cancel the agreement such at Contractor’s discretion, without Contractor being bound to make any compensation or guarantee, but without prejudice to further rights to which Contractor is entitled.

16.2 If Contractor suspends implementation of the agreement and completes the work subsequently then Principal is not bound to compensate Contractor.

16.3 When Contractor cancels the agreement, Principal or the latter’s legal successor is obliged to pay the former the full purchase/contract price, after deducting the cost price of the materials not used and wages not paid out by Contractor as a result of the incomplete or non-implementation of the agreement, all in accordance with the calculation made by Contractor, which will be binding upon Principal subject to evidence to the contrary.

16.4 In the event that Contractor cancels the agreement should Principal, having placed an order with Contractor, have the work performed by another contractor or procure the goods from another Contractor, then the damages Contractor is entitled to claim from the part of Principal shall be fixed at 15% of the purchase/contract price, irrespective of the right to demand full compensation, should this prove higher.

16.5 All claims which Contractor has or acquires against Principal become immediately payable in the event of an attributable breach on the part of Principal.

**Article 17 Applicable Law and Disputes**

17.1 All disputes, including those considered such by only one of the parties, which arise with reference to the agreement which are reached with Contractor to which these conditions apply, or with reference to other agreements which are a consequence thereof, will be settled by the competent court of The Hague exclusively, unless Contractor should approach another court or unless imperative law prescribes otherwise.

17.2 Taking these conditions into consideration, the agreements concluded with Contractor are subject to the laws of the Netherlands with the exception of the Vienna Convention on the conclusion of the contracts previously filed, except with respect to agreements of which said previously filed conditions already form a part and into which the present conditions cannot be incorporated.