General Delivery Conditions of Bakker Oilfield Supply Coevorden version 2.2 2020

GENERAL

Article 1: Definitions

In these general delivery conditions the hereafter mentioned terms apply to the following meanings, unless otherwise specifically indicated:

1. BOS: is contractor, the company with limited liability Bakker Oilfield Supply Coevorden B.V. and all affiliated companies, registered with the Chamber of Commerce under the number 04040903.
2. Client: the other party in relation to BOS;
3. Work: both the acceptance of Work and the supply of services;
4. Working hours: hours worked between 07:30 and 16:30 on every day of the week except for Saturdays, Sundays, generally recognized Christian holidays and national holidays;
5. Working days: days worked between 07:30 and 16:30 on every day of the week except for Saturdays, Sundays, generally recognized Christian holidays and national holidays;
6. Location: place where the Work is being executed and/or where the equipment is being used.
7. General delivery conditions: these general delivery conditions

Article 2: Application

1. The present general delivery conditions apply to all offers made, agreements concluded by BOS and the factual and legal acts carried out for the implementation of all of these. A copy of these general delivery conditions can be downloaded free of charge from the website https://www.bakkergroep.nl/en/terms-and-conditions and will also be sent free of charge upon first request. The applicability of any other condition is hereby expressly rejected.
2. If one or more provisions in these general delivery conditions are at any time wholly or partially invalid or become void, the other provisions stated in these general delivery conditions will remain fully in force. In such a case, the parties will consult to agree on new provisions to replace the invalid or nullified provisions, whereby the aim and scope of the original provisions will be pursued as much as possible.
3. The general delivery conditions consist of a general part and a number of special parts. The general part consisting of Articles 1 to 14 is applicable to all offers and concluded agreements made by BOS. If the offers and concluded agreements also or exclusively pertain to:
   - acceptance of Work and/or supply of services and/or supply of goods, then besides the general part, the provisions under special part I, as referred to in Articles 15 to 22 also apply;

- renting of movable tangible property, then besides the general part, the provisions under special part II, as referred to in Articles 23 to 31 also apply;
- provision of staff, then besides the general part, the provisions under special part III, as referred to in Articles 32 to 37 also apply.

4. In the event of any conflict between the provisions of the special part and the general part, the provisions of the applicable special part shall prevail. In the event of any conflict between the terms and conditions as established in the agreement and these general delivery conditions, the terms and conditions as established in the agreement shall prevail.

Article 3: Offers

1. All offers are made free of engagement, unless the offer includes terms of engagement.
2. Unless expressly agreed otherwise in writing, all prices and fees are in Euros and exclusive of VAT.
3. Offers made orally by BOS or its subordinates are free of engagement unless confirmed in writing by BOS.
4. Every offer is based on its execution by BOS under normal circumstances and normal working hours, unless otherwise specifically indicated in writing.
5. The conclusion of an agreement and all changes thereto are never (only) dependent on a so-called Purchase Order to be sent by the Client. An agreement is concluded through an offer from BOS and an unambiguous acceptance thereof by the Client.
6. Should Client provide BOS with information and data such as, but not limited to, amounts, times, dimensions, weights and drawings, Client guarantees their correctness and BOS will base its offer thereon.
7. Should an offer made by BOS not be accepted, then BOS reserves the right to claim all cost BOS had to incur in order to produce the offer for the Client.
8. Unless agreed otherwise in writing, Client guarantees that all permits, licenses, exemptions and all other rulings required have been obtained on time to perform the Work;

Article 4: Intellectual property

1. Unless agreed otherwise in writing, BOS is entitled to retain all copyright and all rights pertaining to industrial and intellectual property in its offers and all other materials provided such as, but not limited to: supplied designs, syllabi, images, drawings, (test) models, software.
2. The rights reserved in paragraph 1 of this article regarding the mentioned data will remain property of BOS, irrespective whether BOS has charged the Client for the production costs or not. These data may not, without prior explicit permission in writing from BOS, be copied, used or shown to third parties, or used for any other commercial purposes other than those for which they were provided. Client is likewise forbidden to sell the data provided by BOS referred to under 4.1 to, through or by means of third parties in any form whatsoever, unless expressly agreed in writing.

Article 5: Advice, designs and materials

1. The Client cannot derive any rights from advice and information received from BOS when these do not directly relate to the order.
2. The Client is responsible for the drawings, calculations and designs made by or on behalf of the Client and also for the suitability of the materials stipulated by or on behalf of the Client.
3. The Client will indemnify BOS against any claims of third parties regarding the use of drawings, calculations, designs, materials, samples, models and such supplied by or on behalf of the Client.
4. Client will review the structural integrity of the objects, including the suitability of the items for the method used during the Work. In particular, this provision also applies to the anchor points, in the case of Rope Access work.

Article 6: Unfeasibility of an order

1. BOS is entitled to suspend its obligations when circumstances, which were not to be expected upon conclusion of the agreement and which are outside the control of BOS, are temporarily obstructing the fulfilment of its obligations.
2. Circumstances unexpected by BOS and which are outside its control refer to, among others, the circumstances that suppliers and/or subcontractors of BOS are not, or not in time, honouring their obligations, the weather, earthquakes, fire, loss or theft of tools, the loss of materials to be processed, road blockades, strikes or walkouts and restrictions related to import and trade.
3. BOS will no longer be entitled to suspend its obligations if the temporary impossibility of fulfilment has lasted more than six months. An agreement can only be dissolved after this period has expired and dissolution is restricted to those parts of the obligations which have not been fulfilled. Parties are under those circumstances not entitled to any compensation due to damages sustained or to be sustained as a result of such dissolution.

Article 7: Cancellation of equipment and employees

1. Cancellation of a reservation is not possible.
2. An assignment can only be cancelled in writing. In the event of cancellation, the Client will owe the costs incurred for:
    a. project-specific investments agreed in advance.
    b. (de)mobilization of employees and equipment, such as, but not limited to, order picking, travel and accommodation costs, pre-testing, storage, certification and transport.
    c. work preparation, such as, but not limited to engineering, project management, contract work, application for permits.

    Whereby the costs are based on all work related to the initial agreement, including the changes made to it from the first moment of application.
3. In the event of full or partial cancellation, the Client will owe BOS a fee as follows:

a. In the case of rental and cancellation during, or less than 48 hours before, the last initial commencement of the assignment announced to BOS:
    a. 50% of the initial daily price of the equipment with a maximum of 7 days.
    b. 8 working hours per person per shift, for a maximum of 7 days.
b. In case of delivery of goods:
    a. lost profit

Article 8: Suspension of equipment and employees

1. Suspension of a reservation is not possible. Extending a reservation is only possible if it has been approved in writing by BOS.
2. An assignment can only be suspended in writing and applies from the last initial commencement of the assignment announced to BOS. During the suspension, the Client owes BOS a fee as follows:
    a. In the case of rental:
        a. at least 50% of the initial daily price of the equipment
        b. at least 8 working hours per person per shift
        c. fixed and flexible continuous costs, such as, but not limited to (de)mobilizing employees and equipment, rental, travel and accommodation costs, storage, continuing or reapplying for permits.
        d. costs charged by third parties
    b. In the case of delivery of goods:
        a. fixed and flexible continuous costs, such as, but not limited to (de)mobilizing employees and equipment, rental, travel and accommodation costs, storage, continuing or reapplying for permits.
        b. costs charged by third parties
3. Without prejudice to other provisions of these general delivery conditions, Client has the right to suspend the agreement, but only under the following conditions:
    a. suspension by Client starts after a waiting period of 48 hours after the announcement of the suspension;
    b. the duration of the suspension may not exceed the duration of the initial agreed assignment;
    c. as soon as the Client has information on the basis of which it expects, or can expect that a suspension is about to occur, it must immediately inform BOS of this, failing which the Client is legally in default.
    d. as soon as the equipment or employee(s) made available by BOS is used again, the suspension is immediately terminated;
    e. the possibility to suspend can only be based on circumstances unforeseen at the time of the conclusion of the agreement;
    f. when a period of suspension has started and the work must be resumed, the Client must notify BOS as soon as possible, but no less than 10 working days prior to the resumption of work.

4. The order will be cancelled by operation of law after 7 days of suspension. Article 7 applies.
5. BOS has the right to charge the Client for changes to the initial assignment and the costs for (extra) work preparation as a result of the suspension as additional work.

Article 9A: Liability

Preliminary remark: The outbreak of the Coronavirus that can lead to the illness COVID-19 is a worldwide pandemic. Companies and governments – worldwide – are taking measures that lead to different duties, prohibitions and adjustments. These measures are subject to change and create many uncertainties. BOS will of course make every effort to provide quotations and execute work, that are as realistic as possible in these dynamic times.

However, events resulting from the Coronavirus outbreak may result in BOS being unable to comply with certain legal and contractual obligations. For that reason, BOS excludes any liability for non-fulfilment or late fulfilment of contractual obligations insofar as these are the direct or indirect consequence of (measures relating to) the Coronavirus in the broadest sense. Such as, but not limited to, the situation in which we believe it is no longer wise for our employees or the hired employees to perform work.

1. Client is liable for damage which results from any accident and any event and which results from a breach of another contractual or non-contractual obligation, with the exception of the deviations listed below and without prejudice to any other provisions in these general delivery conditions. Client shall indemnify BOS against any and every claim for compensation to that effect.
2. Client must indemnify BOS and hold it harmless against claims and fines as a result of acts and omissions of Client that constitute a violation of sanctions legislation and regulations.
3. The liability of BOS for damage to goods caused during the time that BOS or someone on behalf of BOS transports, processes, handles, hires, borrows, uses, stores or for whatever reason has them is limited to € 50,000 per claim. BOS is not liable for damage resulting from property damage.
4. For property damage to items that have been delivered by or under the responsibility of BOS (whether or not including material supplied by or on behalf of Client), liability is limited to the re-execution of the assignment. If it is not possible to re-execute the assignment, the liability is limited to the invoice value for the relevant assignment, or in the case of a partial assignment, the invoice value of the relevant partial assignment, or in the case of a monthly invoice, the invoice value of the relevant month with a maximum of 1 month.
5. Client will indemnify BOS against any claims of third parties regarding product liability due to a fault in a product which the Client has supplied to

a third party and which consists (also) of products and/or materials supplied by BOS.

6. Neither party is liable for the other party's indirect, immaterial or consequential damage, such as but not limited to loss of profits, business interruption, reputational damage and missed orders. All this with the exception of loss of rental income and missed rents of BOS and unless these matters are caused by an intentional act or gross negligence of the other party.
7. Client is fully responsible for, and will discharge BOS and its affiliated companies from, protect and compensate and indemnify BOS and its affiliated companies against, all claims for compensation, loss, damage, expenses (including legal expenses), expenditures and other obligations arising from pollution and/or contamination arising from or relating to the performance of the Agreement if:
    a. the pollution and/or contamination referred to occurs at the workplace of Client and its affiliated companies; or
    b. the pollution and/or contamination referred to comes from or arises from the property of or equipment in the possession of, or leased or rented by – whether or not from BOS – Client and its affiliated companies.
8. If and to the extent that any liability should rest on BOS, at all times and for whatever reason, the liability is limited to a maximum of EUR 2,500,000 per event or series of events arising from the same proximate cause.
9. In any case, BOS's liability lapses entirely if Client, as soon as it first becomes aware of the circumstances, does not report this within due time or if Client neglects to prevent more damage.
10. Parties cannot invoke liability-limiting conditions if and to the extent that loss or damage is the result of gross negligence or wilful misconduct of the other party or its affiliated companies
11. Parties and their affiliated companies are liable towards third parties as decided under Applicable Law. For the purposes of this article, "third parties" means any party which does not form part of Client and its affiliated companies or of BOS and its affiliated companies.

Article 9B: Liability in connection with offshore, oil, gas and geothermal energy

1. With regard to activities in the offshore and/or oil, gas and geothermal industry, the provisions as referred to in this article also apply, to the exclusion of paragraphs 3 and 4 of Article 9A.
2. With the exception of a premier risk amount of € 25,000 per event, Client is responsible for, and shall discharge BOS and its affiliated companies from, protect and compensate and indemnify BOS and its affiliated companies against, all claims for compensation, loss, damage, expenses (including legal expenses), expendituresand other obligations due to:
    a. loss of or damage to the property of Client and its affiliated companies, either owned by or leased by Client and its affiliated companies;

   b. personal injury, including death or illness of employees of Client and its affiliated companies;
3. With the exception of a premier risk amount of € 25,000 per leased property and/or per event, BOS is responsible for, and shall discharge Client and its affiliated companies from, protect and compensate and indemnify Client and its affiliated companies against, all claims for compensation, loss, damage, expenses (including legal expenses), expenditures and other obligations due to:
   a. loss of or damage to the property of BOS and its affiliated companies, either owned by or leased by BOS and its affiliated companies;
   b. personal injury, including death or illness of employees of BOS and its affiliated companies;

   arising from or relating to the performance of the Agreement.
4. Concerning claims of third parties, the culpable party is responsible for, and shall discharge the other party and its affiliated companies from, protect and compensate and indemnify the other party and its affiliated companies against, all claims for compensation, loss, damage, expenses (including legal expenses), expenditures and other obligations by reason of personal injury, including death or illness or loss of or damage to the property of third parties insofar as and to the extent that the injury, loss or damage referred to is the result of an act or omission, including negligence of the responsible party or its affiliated companies.
5. Client guarantees that all parties engaged by Client have signed the Mutual Indemnity Agreement of Nogepa – known as: 'MIA Mutual Indemnity Agreement' – and are sufficiently insures

Article 10: Payment

1. Unless specifically otherwise agreed in writing, invoices must be duly paid within 30 (thirty) days after invoice date, to the bank account indicated by BOS and in the currency mentioned in the invoice.
2. Payments for courses and training must be credited to the BOS bank account before the start of the course or training.
3. If a payment becomes overdue, BOS reserves the right to claim an interest on overdue payments from the first day the payment becomes overdue until the day of full payment. The interest on overdue payments is 1.5% per month.
4. Irrespective of the agreed terms of payment, the Client is obliged, on request of BOS and to its discretion, to provide sufficient surety. When the Client does not comply within the stipulated period, the Client is immediately in default. BOS is entitled in such case to the right of dissolution of the agreement and to claim damages from the Client.
5. The Client is not entitled to compensate any amounts due to BOS with amounts which BOS may owe the Client. The Client is also not entitled to suspend payment on account of the agreement regarding any other concluded agreement with BOS.
6. In case of liquidation, bankruptcy, seizure or moratorium of the Client, all claims from BOS on the Client become payable on demand.

7. If payment is not fulfilled within the stipulated period, the Client is liable to pay BOS all extrajudicial costs. The costs are calculated according to the credit collection fee of the Dutch Law Society, with a minimum fee of € 250. Should the actual extrajudicial costs be higher, then the actual costs will be charged.
8. If a juridical procedure is decided, in whole or in part, in favour of BOS, all cost BOS has incurred related to this procedure will be at the expense of the Client.

Article 11: Complaints

The Client is no longer entitled to claim any deficiency in performance if Client has not forwarded such claim in writing to BOS within fourteen days after discovery of the deficiency or after it reasonably should have been discovered.

Article 12: Subcontracting

Unless agreed otherwise in writing, BOS is at all times allowed to have the agreement executed in whole or in part by subcontractors and/or third parties.

Article 13: Applicable law and disputes

1. Dutch law governs all contractual obligations between BOS and Client. The Vienna Sales Convention 1980 is excluded, as well as any other international convention which may be excluded.
2. All disputes will be submitted at first instance to the competent court at Assen, the Netherlands, unless this is in conflict with mandatory law.
3. The provisions of paragraph 2 of this article do not diminish in any way BOS's right to turn at all times to the competent court in the place where Client has its registered offices or, if BOS should so desire, to turn to the Netherlands Arbitration Institute. The place of arbitration shall be Assen, the Netherlands. Unless agreed otherwise by the parties, the proceedings shall be conducted in English.

Article 14: Miscelleneaous

1. These general delivery conditions have been translated into English. In the event of disputes of any nature regarding the interpretation of general delivery conditions, the Dutch version shall prevail.
2. Should one or more conditions in these general delivery conditions be null and void or would become null and void, then the remainder of the general delivery conditions or parts thereof shall remain entirely applicable.

SPECIAL PART I, ACCEPTANCE OF WORK/SERVICES/SUPPLIES

Article 15: Prices and tariffs

1. The prices and tariffs mentioned in the offer are based on:
   - Delivery FCA, according to Incoterms 2020

   unless parties agree otherwise in writing.

Client obliges the carrier to hand over an onboard bill of lading to BOS.

2. The price of the Work does not include:
   a. the cost pertaining to groundwork and/or other construction work and such;
   b. the cost pertaining to discharge of materials, building materials or waste;
   c. the cost pertaining to prevention or restriction of damages to items present at the Location;
   d. the cost pertaining to horizontal and vertical transport at the Location.
3. BOS will charge working hours according to the agreed hourly rate. Travel and waiting times will be charged as working hours.
4. BOS is entitled to pass on charges to the Client if a rise in cost-determining factors occurs after conclusion of the agreement when at the time the rise occurs the fulfilment of the agreement has not been completed.

Article 16: Risk transfer

1. The risk of the item is transferred to the Client at the moment and in conformity with what is accordingly determined by BOS or by the parties in writing regarding the Incoterms delivery category, but in any case at the moment when the item is de jure and/or de facto transferred to the Client and by this means has come into the control of the Client and/or of a third party appointed by the Client.
2. Irrespective of the provisions in the previous paragraphs, the parties may agree that BOS will provide shipment c.q. transport. Such an agreement counts as an agreement 'to organise transportation of goods'. Under no circumstances does BOS act as a carrier, but as a forwarder. The risk of storage, loading, transport and unloading also rests on Client in that case.

Article 17: Reservation of title and right of lien

1. BOS shall retain title to all items supplied, which remain the property of BOS until the Client has fulfilled entirely all obligations ensuing from all concluded agreements with BOS.
2. The Client is neither entitled to pledge any item of which the tile vests in BOS nor to encumber it in any other way.
3. Should third parties seize any item of which the tile vests in BOS or wish to establish or obtain rights thereon, the Client is obliged to inform BOS as soon as is reasonably possible.
4. Should BOS wish to exercise its rights of ownership provided in this article, the Client herewith grants BOS or third parties appointed by BOS unconditional and irrevocable permission to enter all those localities where the properties of BOS are present and to recover them.
5. If BOS cannot exercise its rights of ownership because the supplied item is mixed, deformed or incorporated, the Client is obliged to surrender the right of lien on the newly formed item to BOS.

Article 18: Uncollected items

When items are not collected after the final delivery moment has passed, they remain at the disposition of Client. Uncollected items will be stored at the expense and risk of the Client. BOS may always exercise the power provided by Article 6:90 of the Dutch Civil Code.

Article 19: Terms of completion

1. The completion time and/or the realization period stated in the offer are established approximately by BOS. A specified completion time or a realization period is never a final deadline.
2. When a completion time and/or realization period is specified, Client guarantees that BOS can perform the order under the circumstances known at that moment by BOS.
3. The delivery time and/or execution period only starts when agreement has been reached on all technical details, but not until at least:
   - all necessary data are in the possession of BOS
   - final, approved drawings are in the possession of BOS
   - the agreed (partial) payment has been received *and*
   - the necessary conditions for the implementation of the agreement are met.
4. Should different circumstances occur than those known to BOS when it established the completion time and/or realization period, then BOS may extend the completion time and/or realization period by the time which is necessary to realize the order under these circumstances. If the Work cannot be fitted into the planning of BOS, it will be realized as soon as the planning allows.
5. When it concerns extra Work, the completion time and/or realization period will be extended by the time which is necessary to allow delivery of materials and parts and to perform the extra Work. If the execution of the extra Work cannot be fitted into the planning of BOS, it will be realized as soon as the planning allows.
6. When it concerns suspension of obligations by BOS, then the completion time and/or realization period will be extended with the duration of the suspension period. If the continuation of the Work cannot be fitted into the planning of BOS, it will be realized as soon as the planning allows.
7. Exceeding the agreed completion time and/or realization period does not entitle for compensation, unless this has been agreed in writing.

Article 20: Execution of the Work

1. Without prejudice to other provisions in these general delivery conditions, the provisions of this article apply with respect to liability.
2. Client guarantees that:
   a. all permits, licences, exemptions and other documents necessary to execute the Work are obtained in time;
   b. at the commencement of the Work, all necessary health and safety precautions are taken and are maintained during the duration of the Work. The Client must create safe and healthy working conditions for the staff of BOS such as demanded according to the Working

Conditions Act and/or any other national or international regulation from the employer and/or working place;

c. for the protection of the staff and equipment of BOS such measurements are provided in the same manner the Client would provide for its own staff;
d. the situation on-site of the indicated location is such that the equipment of BOS can be effectively and safely assembled and/or disassembled, supplied, removed and erected;
e. the access roads to the Location or where the equipment and/or material has to be delivered, are suitable for the vehicles of BOS;
f. the equipment and/or materials to be supplied by the Client are indeed present and will be made available to BOS in the direct vicinity where at that moment the Work is being executed;
g. there are utility connections available for water, light and electricity with sufficient power;
h. there are sufficient lockable and dry storage spaces present for machine parts and/or equipment;
i. there are appropriate residences and other facilities available such as toilets and washrooms for the staff of BOS and all other possible personnel selected by BOS for the Work;
j. auxiliary materials such as scaffolding, lifters, winches and consumables such as diesel and lubricants are present;
k. before the commencement of the Work, the position of cables, conduits, wiring, pipes etc. is communicated to BOS in a timely manner in writing. It is expressly pointed out that the exact locations of these cables, conduits etc. must be clearly indicated at the site and also by means of drawings.

3. If BOS, notwithstanding the provisions made in paragraph 2 of this article regarding precautionary measures, is charged with contravening the rules, then it is a case of gross negligence on the part of Client and Client is obliged to indemnify BOS against any ensuing costs, especially those costs ensuing from possible sanctions and/or instructions, for instance those issued by the Labour Inspectorate.
4. If there are unworkable circumstances, including unworkable weather, that result in unworkable working days, the delivery time and/or execution period of BOS will be extended by the resulting stagnation time.
    a. Unworkable circumstances include all circumstances, including unworkable weather (such as precipitation, wind and frost), which cause a (unsafe) non-workable situation to arise.
    b. Unworkable working days means working days or half working days, on which circumstances beyond the responsibility of BOS made it impossible for most of the people or machines employed to work for at least five hours or at least two hours, respectively.
5. If during the execution of the assignment use is made of equipment that is made available by the Client, the Client guarantees to have a full casco insurance policy, as well as a WAM and work risk insurance policy, which also provides coverage for damage or injury to the person who operates the equipment. The insurance offers coverage during the activities for

which the agreement with BOS has been concluded. BOS is considered the insured on the policy. Both the Client and his insurer guarantee that BOS will be fully indemnified against all damage and claims resulting from damage to, with or through the equipment. If the Client acts under the agreement in the capacity of lessor, the conditions under this article apply without prejudice, whereby Client must be referred to as 'lessor' and BOS as 'lessee/contractor'. Mutatis Mutandis.

6. Client guarantees that the equipment referred to in paragraph 5 of this article meets the safety requirements prescribed by the government.
7. If the Client does not meet its obligations as described in the previous paragraphs, the Work will be suspended until the Client meets its obligations. The Work will be carried out as soon as the planning of BOS permits. In addition, the Client is liable for all damage for BOS resulting therefrom.

Article 21: Completion of the Work

1. The Work will be considered completed when:
   a. the Client has approved the Work in whole or in part;
   b. the Work is in use by the Client. Should the Client use a part of the Work, then that part will be considered as being completed;
   c. BOS has informed the Client in writing that the Work is completed and
      the Client does not within 14 days of receipt notify BOS in writing whether or not the Work is approved;
   d. the Client did not approve the Work due to small defects or missing parts
      which can be repaired or delivered within a reasonable period and which do
      not hinder the commissioning of the Work;
2. Should the Client not approve of the Work, then it is obliged to inform BOS in writing accompanied with a statement of reason. In that case it will allow BOS to replace the rejected parts of the Work. The provisions of this article will then re-apply.

Article 22: Specific provisions in the case of training and courses

1. If there are insufficient registrations for a training or course, or if there is force majeure, BOS has the right to cancel the assignment. BOS will inform the Client as soon as possible if this situation occurs.
2. BOS informs the Client as soon as possible whether or at what other time the assignment to be carried out by BOS will take place or whether BOS terminates the Agreement.
3. BOS is not obliged to pay compensation to the Client due to the cancellation and termination referred to in this article.
4. In the event of a complete cancellation by BOS, the Client is entitled to a refund of the costs; this in proportion to the cancellation.
5. Contrary to other provisions in these general delivery conditions, the following applies with regard to cancellation. Cancellation is possible more than 48 hours before the start of the course. In the event of cancellation

less than 48 hours before the start of the course, the Client owes BOS 50% of the cost price. Cancellation must be made in writing at all times.
6. Up to 48 hours before the start of the course, it is possible to request that the registration of one participant be replaced with another - equivalent - participant.
7. BOS has the right to exclude from further participation any participant who, due to his or her behavior or another reason, hinders the normal course of the training or course. This does not alter the fact that the Client remains liable for the full amount.

SPECIAL PART II, LEASE

Article 23: Terms of lease

1. The lease is entered into for a definite or indefinite period.
2. The term of lease commences on the agreed delivery date or on the date on which the equipment or a first part thereof is made available to the Client at its request.
3. The term of lease terminates on a certain date or, if later, on the date the equipment is returned in whole to BOS.
4. Should the equipment be damaged and/or polluted/contaminated on return, then the term of lease terminates on the moment the equipment is brought back to a state comparable, at the discretion of BOS, to its state when the lease commenced, save normal wear and tear.
5. Saturdays, Sundays and Public Holidays and other holidays are included in the term of lease. Unless agreed otherwise a part of a day is counted as a whole day.
6. Should the equipment not be available to the Client on the agreed commencing date or during the whole term of lease, BOS will do its utmost to offer the Client alternative equipment. If BOS does not succeed, then the lease contract will be dissolved de jure. The responsibility of BOS is limited to the extent of reimbursing the Client the amount of the lease charges during the period prior to the dissolution of contract in which the Client could not make use of the equipment.
7. In consultation with BOS, it is possible to make reservations to lease equipment during a certain period. The Client is then obliged to lease the equipment during the agreed term of lease.

Article 24: Lease charges and costs

1. The following costs are at the risk and expense of Client:
   - loading and unloading
   - transport
   - insurance
   - charges, fines and/or (periodic) penalty payments
   - consumables
   - daily maintenance
   - repairs, renewals and replacements which are not the result of normal wear and tear

Insofar as is applicable, the Client is also liable to pay:

- mounting and dismantling costs
- inspection costs
- cleaning costs

2. Should the equipment be returned prior to the termination of the term of lease, then notwithstanding the lease charges for the whole agreed term of lease are due.
3. Equipment with a combustion engine and/or fuel tanks will be prepared for lease with a full tank and the consumption will be added on to the lease charges on return of the equipment.
4. BOS is entitled to change the agreed price, in the case of increases in government charges and/or other factors which determine the cost price.

Article 25: Delivery and transport

1. The time agreed with BOS for delivery of the equipment or when the Client may collect the equipment is indicative, not final.
2. Without prejudice to the other liability provisions, the Incoterms declared applicable under Article 15.1 in analogy with sales contracts are declared to apply to lease contracts, to the effect that delivery is: loaded and secured on the means of transport and the carrier has signed the bill of lading for receipt of the goods at the agreed place of delivery. Delivery in parts is permitted. The transport to and from the place of delivery, including loading and unloading there, are therefore at the expense and risk of the Client.
3. The Client is not permitted to transport the goods, or to have them transported, to a place outside the EU in the name of BOS and or associated companies. Notwithstanding other provisions in these general delivery conditions, the Client shall fully indemnify and hold harmless BOS for all damage and costs resulting from the transit of goods to a location outside the EU in the name of BOS and/or affiliated companies.
4. The Client must immediately provide BOS with all information and documents concerning the location of the goods upon first request.
5. BOS is not liable and the Client will indemnify BOS against fines and damages as a result of insurance that is mandatory in a certain country that must comply with the requirements set by that law.
6. Irrespective of the provisions in the previous paragraphs, the parties may agree that BOS will provide shipment or transport. Such an agreement counts as a transport agreement. Under no circumstances does BOS act as a carrier, but as a forwarder. The risk of storage, loading, transport and unloading also rests on the Client in that case.
7. Provided that it has been explicitly agreed upon and BOS takes care of the transport, the Client is obliged to ensure that any necessary permits are obtained from the competent authorities for road transport from and to the Location specified by the Client.

Article 26: Testing, inspection and condition

1. BOS is obliged to provide the equipment in a good and maintained condition.

2. At the moment of delivery, the Client is obliged to immediately inspect the equipment and verify if the quality and quantity are in conformity with the agreement. Should Client fail to carry out an inspection, the equipment is deemed to have been delivered entirely and in good condition, failing which the delivered matter has been accepted definitively without protest.
3. The Client must report all defects detected in the inspection referred to in this article without delay and in writing to BOS. Should the Client notwithstanding the detected defects employ the equipment, then the right to complain is forfeited.
4. Should the parties agree that the equipment to be delivered will be inspected by a third party who is jointly appointed by the parties, then the report of this third person will be binding to the parties.
5. As soon as a piece of equipment is under the supervision of Client, Client guarantees that it provides BOS at all times with the opportunity to inspect or replace the equipment in the interim, as soon as BOS itself, or a certification and inspection body designated by the minister, requires this. It is the responsibility of Client to check when inspection and/or replacement must occur and to inform BOS of this in good time – certainly 3 months prior to the necessary inspection or replacement.
6. Without prejudice to the other provisions of these general terms and conditions, Client has full responsibility for and indemnifies BOS against all consequences, loss, damage and/or costs which arise during the inspection and/or replacement and if the inspection and/or replacement could not take place on time.
7. The provisions of Article 26 of these general delivery conditions also apply if the piece of equipment obtained under the supervision of Client has become part of another object, or if the piece of equipment is located somewhere else such that inspection and/or replacement thereof in all reasonableness is practically impossible, for example if the piece of equipment is offshore.

Article 27: Temporary or permanent replacement

1. BOS is entitled to replace the equipment during the term of lease with equivalent equipment if in the opinion of BOS this is necessary or desirable.
2. The Client is not entitled to dissolve the agreement or suspend payment due to replacement.

Article 28: Use, maintenance and inspection

1. The Client is obliged during the term of lease to keep the equipment at his expense and risk as a good lessee and to maintain it in an appropriate and operational condition, failing which there is a case of gross negligence, which means among other things that:
    a. the Client employs the equipment within the framework of all current legal requirements, conditions, obligations and/or exemptions, as well as within the Client's normal business practices and for the purpose for which the equipment is leased and suitable;

b. the Client employs the equipment according to the notified or supplied user manual, operating manual and safety instructions;
c. the Client employs the equipment exclusively with sufficiently skilled and/or qualified staff;
d. the Client does not employ the equipment outside the Location indicated
in the agreement;
e. the Client is obliged to maintain, keep and/or transport the equipment as property recognizably belonging to BOS. The Client is not allowed to remove any property indications of BOS from the equipment;
f. the Client takes all necessary precautions in order to avoid damages and/or loss of the equipment;
g. the Client continuously inspects the equipment for proper functioning
and maintains it on a daily basis. Daily maintenance includes in any case:
    - regularly cleaning the equipment;
    - regularly changing the motor oil;
    - maintaining the proper level of coolants and lubricants;
    - timely changing parts such as filters, belts, rubbers and washers;
    - maintaining the condition of the batteries;
    - checking the proper functioning of heating elements;
    - preventing damage by frost and water;
    - tuning of those parts which require adjustment.

2. In case of any defect and/or damages to the equipment and/or damages made to or caused by means of the equipment, the Client must inform BOS immediately in writing.
3. Repairs are only allowed to be carried out after explicit prior permission of BOS and only by qualified persons. The necessary parts for daily maintenance or repairs must be obtained from BOS or from companies appointed by BOS.
4. Repairs, renewals and replacements which are not the result of normal wear and tear are at the expense of the Client.
5. Maintenance, repairs, renewals and replacements which are the result of normal wear and tear are at the expense of BOS.
6. The Client is obliged to have the equipment ready for inspection at the request of BOS. The Client shall give BOS permission in advance to enter buildings and grounds of the Client for inspection or recovery of equipment.
7. The Client will make the equipment continuously available during maintenance works.
8. Should during inspection damages or other defects attributable to the Client be discovered, then the cost of the inspection will be at the expense of the Client.

Article 29: Liability with regard to the hiring of movable property

1. Without prejudice to other provisions in these general delivery conditions, the provisions of this article apply with respect to liability.
2. From the moment of delivery onwards, the equipment and the use of the equipment are at the expense and risk of the Client.
3. The Client is liable for all damages sustained by BOS due to damage, misplacement, loss, destruction and/or theft and the failure to remove residual material from the equipment that accumulated or was caused during the term of lease, except for damages caused by normal wear and tear, even if these damages are discovered during inspection by BOS after the term of lease has expired.
4. The Client is liable for all damages caused by or by means of the use of the equipment. The Client will indemnify BOS against any claims of the Client or of third parties for damages related to (the employment of) the equipment.
5. The Client is liable for all damages caused to or by the equipment due to pollution and contamination, which includes in any case extra cleaning costs as well as costs of cleaning, waste disposal, discarding of the pollution or contamination of the soil and/or the groundwater table of the site where BOS stored the returned equipment, due to whatever cause, or by whomever caused inclusive of all (consequent) damages due to delays and/or whether or not temporary withdrawal from operation by BOS or third parties notwithstanding if the Client could claim circumstances outside its control.

Article 30: Termination and return

1. In case the lease was entered into for an indefinite period, this can be terminated by a written request for termination of contract.
2. The Client is obliged, at the latest at the termination of the term of lease, to return the equipment in the same condition as it was accepted when the lease commenced (save normal wear and tear) and entirely cleaned.
3. Should dispute arise regarding the condition of the equipment, the burden of proof rests on the Client to prove that the equipment was returned in a good condition and working order.
4. The Client is obliged to inform BOS at least two working days in advance regarding the return of the equipment, whereby BOS will stipulate the place and time of return.
5. In case the parties agreed that BOS will collect the equipment at the termination of the term of lease from the Client, the Client must inform BOS at least three days prior to the termination of the term of lease that the equipment can be collected.
6. If the term of lease expires without BOS being in the possession of its equipment, BOS is entitled to recover the equipment immediately. The obligations ensuing from the agreement remain valid until the equipment has returned to BOS notwithstanding the obligation of the Client to compensate BOS for the sustained damages, unless the Client cannot be blamed for the late return.

7. If in the opinion of BOS the returned material is not in a clean state, then BOS is entitled to have the equipment cleaned at the expense of the Client.
8. On establishing the presence of pollution or contamination, BOS is entitled not to accept the equipment on its return and to have it transferred at the expense of the Client to a, decided in consultation, place and/or location.
9. If Client has cleaned equipment which was contaminated with hazardous substances such as, but not limited to:
   - naturally occurring radioactive material (NORM)
   - mercury
   - benzene
   - oil-based mud

   before returning it, Client is obliged immediately upon request to submit a cleanliness declaration.

Article 31: Title of the equipment

1. Client can only obtain ownership of an object through legal transfer. Until that time, the ownership of the equipment remains vested exclusively in the owner, being: BOS and/or Bakker Groep and/or suppliers of BOS and/or subcontractors of BOS.
2. Everything which is by or on behalf of the Client mounted or attached to the equipment becomes property of the proprietor of the equipment.
3. The Client is not allowed to alienate, pledge or otherwise encumber the equipment.
4. The Client is not allowed to lease or give in use (in whole or in part) the equipment to third parties without explicit prior permission of BOS.
5. The Client is obliged with regard to third parties, such as creditors enforcing seizure, to inform them regarding the property rights of BOS over the equipment. Should third parties seize any equipment or wish to establish or ascertain rights thereon, the Client is obliged to inform BOS immediately.

SPECIAL PART III, PROVISION OF STAFF

Article 32: Provision

1. BOS will make efforts to execute the order carefully and to serve the interests of the Client to the best of its abilities. The Client will provide BOS prior to the commencement of the order with an accurate description of the position, terms of reference, working hours, operating hours, duties, place of Work, working conditions and an indication of the duration of employment.
2. BOS reserves the right, at its own expense, to replace the staff provided to the Client at any time with other equally qualified staff.

Article 33: Operating hours and working hours

1. The working hours of the Client will apply to the provided staff, unless otherwise is agreed between the parties.

2. The Client will ensure that the operating-, working- and resting hours of the provided staff are in conformity with the legal requirements. The Client will monitor that the staff will not exceed the legally allowed working hours and the agreed volume of Work. The Client will indemnify BOS as employer of the provided staff against any possible related liabilities.

Article 34: Good management and supervision practice

1. The Client will, with regard to the provided staff, apply the same careful code of conduct as it is bound to apply to its own staff.
2. The Client is not allowed to 'pass on' the provided staff to third parties, i.e. to make them available to a third party in order to execute works under the management or supervision of such third party. To 'pass on' also refers to, among others, that the Client makes provided staff available to a (legal) person with whom the Client is affiliated in a group of companies.
3. Employment of provided staff abroad by a Client based in the Netherlands is only possible under strict management and supervision by the Client and for a limited period only, on condition that this has been agreed in writing with BOS and that the provided staff has agreed in writing. The Client will ensure that all formalities shall be fulfilled. The Client will indemnify BOS against any possible related liabilities.
4. The Client will compensate the provided staff for damages sustained to properties belonging to the provided staff which within the framework of the instructed Work has been damaged or destroyed. The Client will indemnify BOS as employer of the provided staff against any possible related damages referred to in this article.

Article 35: Responsibility, liability and insurance

1. Without prejudice to other provisions in these general delivery conditions, the provisions of this article apply with respect to liability.
2. The Client declares that it is aware of the fact that it is qualified in the Working Conditions Act as an employer.
3. The provided staff shall work under the management, supervision and responsibility of the Client who will issue the necessary instructions and fulfil the obligations according to article 7:658 of the Civil Code, the Working Conditions Act and related regulations regarding health and safety at work and proper working conditions in general.
4. Should BOS be obliged to disburse sick pay and related additional income support and the illness is the result of defaulting according to article 7:658 of the Civil Code by the Client, the Client is obliged to compensate BOS for all costs related to the obligation of disbursing sick pay and related additional income support as well as all other costs, such as costs for reintegration.
5. The Client will compensate the provided staff – and will indemnify BOS – for all damages (inclusive of costs including the factual costs of legal aid) which the provided staff has sustained within the framework of performing their duties, in case and so far as the Client and/or BOS are liable according to article 7:658 of the Civil Code.

6. The Client will take out an appropriate insurance cover and will remain insured against the risk of damages which the provided staff may cause third parties during the performance of, as instructed by the Client, their duties. The Client will indemnify BOS against any possible damages related to this agreement.
7. The Client will take out insurance and will retain that insurance against liability for damages resulting from mistakes made by the provided staff according to article 6:170 of the Civil Code.
8. Should Client at any time have the misfortune to be confronted (for example on the basis of an actual or notional employment relationship) with one or several (additional) tax assessments, VAT additional assessment, in connection with this agreement, Client indemnifies BOS against and compensates Contractor for any claims on this matter, as well as for all other assessments and fines.
9. If the situation as referred to in Article 35.8 arises, Client – as much as possible jointly with Contractor – is entitled to dispute the ruling of the Dutch Tax and Customs Administration concerning the alleged obligation to withhold before paying any amount. Contractor shall cooperate as much as possible in such legal action and in any case shall refrain from anything that could damage the position of Client in this respect.

Article 36: Duration and termination of the agreement

1. The Client can only terminate the agreement prematurely on the condition that the payment obligations related to the posting continue until the expiry of the initially agreed duration of the agreement. The payment obligation is based on the usual or expected work pattern of the personnel made available. This is the case, unless BOS and the Client have made different agreements in writing in this regard.
2. If the Client wishes to terminate the posting while nothing has been agreed regarding the duration of the agreement, a notice period of one month applies.
3. If the reason for the termination lies in a dispute with the personnel made available or a conflict situation, the Client must inform BOS in a timely manner. BOS will then investigate whether the dispute or the conflict situation can be resolved. The Client must make every effort to prevent and resolve a dispute.

Article 37: Entering into a (direct) employment relationship with personnel made available to the Client

1. If the Client wishes to directly enter into an employment contract, or any other type of employment relationship, with personnel made available to it by BOS, the Client will immediately notify BOS of this in writing. The parties will then consult with each other to discuss the Client's wishes. As a starting point, the Client owes BOS a reasonable fee for the services provided by BOS in connection with the provision, recruitment and/or training of the personnel made available in accordance with the provisions of Article 9a paragraph 2 of the Dutch Placement of Personnel

by Intermediaries Act and/or other laws and regulations in this regard insofar as they have entered into force in the Netherlands.

2. Other type of employment relationship, as referred to in this article, is understood to include:
    a. the appointing as a civil servant;
    b. the contracting for services;
    c. the acceptance of work;
    d. having the personnel made available to the Client be made available through a third party for the same or different work.
3. The Client is prohibited from entering into an employment contract directly with the personnel made available to the Client if the Client has not legally terminated the Agreement with BOS. The provisions of Article 36 shall continue to apply.
4. The Client is prohibited from inducing the personnel made available to it to enter into an employment contract or any other employment relationship with another company, with the intention of making the employee available to it through this other company.