



## GENERAL TERMS AND CONDITIONS Gasmeeetstation Rotterdam BV

### I GENERAL PROVISIONS

#### Definitions

In these terms and conditions "Gasmeeetstation" will mean: the private limited liability company Gasmeeetstation Rotterdam B.V., with its registered address at Sontstraat 8, 3199 LW Rotterdam, the Netherlands. The term "the other party" in these terms and conditions will mean the natural person or the legal entity that has entered into an agreement with Gasmeeetstation or is in negotiations to that end with Gasmeeetstation.

In these conditions, "parties" will mean: Gasmeeetstation and the other party.

#### General

All offers, sales, deliveries and services of Gasmeeetstation are made exclusively under the application of these general terms and conditions.

These terms and conditions may be notified on letterhead, quotations, order confirmations or invoices.

Special stipulations that deviate from these conditions or supplement them are only binding if agreed in writing and only apply on a case-by-case basis.

In case these conditions are also drawn up in a language other than Dutch, the Dutch text is always decisive in the event of discrepancies.

In the event that any provision in the agreement and/or these conditions cannot be invoked for whatever reason, this provision is assigned a corresponding meaning in content and scope inasmuch as possible, and in such a way that it can be invoked. The possible nullity of part of the agreement and/or these conditions does not affect the validity of the remaining part of the agreement and/or these conditions.

If Gasmeeetstation does not require strict compliance with these conditions in a particular case, this does not mean that these conditions are not applicable or that Gasmeeetstation forfeits the right to request strict compliance with these conditions in future cases, whether or not similar. The applicability of general terms and conditions applied by the other party is explicitly rejected.

#### Offers

All offers, quotations, cost estimates and estimated costs of Gasmeeetstation are entirely without obligation, irrespective of whether they have been made orally or in writing.

All information and/or specifications provided with an offer regarding quantities, sizes, weights, contents, etc. are always approximate and are only binding for Gasmeeetstation if expressly confirmed in writing.

#### Agreements

An agreement between the parties is concluded at the time that Gasmeeetstation confirms an order of the other party in writing or at the time that Gasmeeetstation commences performance of the assignment.

Any additional agreements or changes made later on will only be binding on Gasmeeetstation if it has confirmed them in writing.

Agreements with subordinate employees, representatives and other intermediaries of Gasmeeetstation are not binding insofar as it has not confirmed these agreements in writing.

#### Intellectual and industrial property

Unless otherwise agreed in writing, Gasmeeetstation retains all rights of intellectual or industrial property with regard to drawings, designs, course material, documentation, calculations, inventions, methods and suchlike.

The items mentioned in paragraph 1 remain the property of Gasmeeetstation and may not be copied, shown to third parties or used in any other way without its explicit consent, irrespective of whether the other party has been charged for this. The other party is obliged to return these items to Gasmeeetstation on first request.

In the event of violation of the provisions of this article, the other party forfeits a fine of €500 for each violation or for each day, including a part of a day, notwithstanding the other rights that Gasmeeetstation can enforce.

#### Prices

The agreed prices are based on cost-determining factors at the time of the offer.

Gasmeeetstation reserves the right to pass on all changes to the other party that occur after the date of the offer or order confirmation in those cost-determining factors which it cannot reasonably influence. Costs of additions and/or changes to the order or agreement are payable by the other party. The prices and rates are exclusive of VAT.

Orders from €1500 upwards, value of goods are delivered carriage paid within the Netherlands. Freight/administration costs are calculated for orders below €1500, as well as pallet and volume transport. Order costs are calculated for orders under €250. Discounts and commissions are not given unless agreed in writing.

#### Payment

The general condition of payment net in cash applies to each contract.

If an invoice is sent, the payment term is a maximum of 14 days after the invoice date.

Deviating payment agreements only apply if they have been agreed in writing. If the other party fails to fulfil its obligations or if Gasmeeetstation has reasons to doubt the prompt fulfilment by the other party of its obligations, all claims of Gasmeeetstation are immediately due and payable.

All payments must be made at the office of Gasmeeetstation or into an account to be designated by Gasmeeetstation, without discount, suspension or settlement, for whatever reason. Payment other than in cash is permitted if the other party so requests and Gasmeeetstation expressly agrees to this.

Payments must be made in the currency in which the agreed prices and rates are expressed.

Payments from the other party always serve primarily to settle the default interest and judicial and extrajudicial costs owed and are subsequently deducted from the oldest outstanding claim, even if the other party notifies that the payment refers to a later claim.

The other party is in default on expiry of the payment term without notification of default being required.

During the period of its default, the other party owes default interest of 1.5% per month or part of a month over the outstanding claims.

Each time at the end of a year the amount over which the default interest is calculated is increased by the interest owed over that year.

For extrajudicial collection the other party owes as well as the principal and the default interest.

The extrajudicial collection costs are at least

- 15% over the first €2950  
(with a minimum of €150)
- 10% over the rest up to €5900
- 8% over the rest up to €14,750
- 5% over the rest up to €58,992
- 3% over the rest above €58,992

In case of judicial collection, including bankruptcy applications, the other party will still owe the default interest and the extrajudicial collection costs.

If the other party is in default with any payment, Gasmeeetstation is entitled to suspend its services, while it also has the right to declare the agreement cancelled without judicial intervention.

In the latter case, the other party is obliged to reimburse all costs incurred by Gasmeeetstation in preparation for the services to be delivered by it, as well as all other damage suffered by Gasmeeetstation, which other damage is set at at least 25% of the instalments not yet due and/or amounts not yet owed.

### **Down payment and security**

Gasmeetstation is entitled at the conclusion of the agreement, as well as prior to or during the performance of the assignment, to request a down payment or advance payment.

Gasmeetstation is always entitled, before performing or continuing the fulfilment of the agreement, to require the other party to furnish sufficient security for the fulfilment of its payment obligations. The other party undertakes to furnish the requested security within eight days.

### **Retention of title**

Gasmeetstation retains the title of all goods delivered by it to the other party until the purchase price for all these items has been paid in full. If Gasmeetstation carries out activities for the account and at the risk of the other party in the context of these sales agreements, the retention of title applies until the other party has fully paid these claims of Gasmeetstation. The retained title also applies to the claims that Gasmeetstation may have against the other party due to the other party failing in one or more of its obligations towards Gasmeetstation.

As long as the title of the delivered goods has not been transferred to the other party, the latter may not pledge the goods or grant any other right to a third party, except for the provisions of paragraph 3.

Gasmeetstation reserves pledge rights on delivered goods that have been transferred in title to the other party by payment and are still in the hands of Gasmeetstation, as referred to in Section 3:237 of the Dutch Civil Code as further security for claims, other than those referred to in Section 3:92(2) of the Dutch Civil Code, which Gasmeetstation may then have against the other party for whatever reason. The other party is obliged to store the goods delivered under retention of title with the necessary care and as recognisable property of Gasmeetstation. The other party is obliged to insure the goods against fire, explosion and water damage as well as against theft for the duration of the retention of title and to present the policies of these insurances to Gasmeetstation for inspection on first request. All claims of the other party against the insurers of the goods under the aforementioned insurance policies will, as soon as Gasmeetstation indicates that it wishes this, be pledged to it by the other party in the manner indicated in Section 3:239 Dutch Civil Code, as further security for Gasmeetstation's claims against the other party.

If the other party fails to comply with its payment obligations towards Gasmeetstation or gives Gasmeetstation good grounds to fear that it will fail in its obligations, Gasmeetstation is entitled to take back the goods delivered under retention of title. After repossession, the other party will be credited for the market value, which can never be higher than the original purchase price, less the costs incurred for the repossession.

The other party is permitted to sell and transfer the goods delivered under retention of title to third parties in the course of the normal performance of its business. When selling on credit, the other party is obliged to stipulate a retention of title from its customers based on the provisions of this article.

The other party undertakes not to assign or pledge claims that it obtains against its customers to third parties without prior written permission from Gasmeetstation.

The other party further undertakes, as soon as Gasmeetstation expresses the wish to do so, to pledge the receivables in the manner indicated in Section 3:239 of the Dutch Civil Code as further security for its claims for whatever reason against the other party.

### **Right of retention and right of pledge**

Gasmeetstation is entitled to hold back goods, documents and monies for the account and risk of the other party until such time as the other party has fulfilled all its payment obligations towards it in its entirety.

All items, documents and monies that Gasmeetstation has or will have for whatever reason, serve as security for all claims that it has or will have against the other party. Gasmeetstation can also exercise the rights granted to it in paragraphs 1 and 2 with regard to what the other party still owes in connection with previous agreements.

In the event of non-payment of the claim, the collateral will be sold in the manner determined by law or - if there is consensus on this - privately.

Delivery and other periods and risk

The delivery and other periods specified by Gasmeetstation are always approximate and will never be regarded as deadlines. Exceeding these delivery or other periods does not entitle the other party to compensation, suspension of its obligations or cancellation of the agreement.

The items sold or leased by Gasmeetstation are delivered from the office and/or the warehouse and/or the storage place where they are on the conclusion of the agreement. The risk passes to the other party as soon as the items have left the office and/or storage space or as soon as the goods have been separated for the other party and notice has been given or sent that the purchased goods are ready for delivery.

The transport risk is for the other party.

The right to delivery and the other rights arising from an agreement for the other party cannot be transferred without Gasmeetstation's written permission.

The other party is obliged to accept the purchased or rented goods within 24 hours after they have been made available to it. After the expiry of this period, Gasmeetstation has the right to cancel the agreement, notwithstanding its authority to demand fulfilment, in which case the other party undertakes to pay Gasmeetstation 25% of the agreed purchase price or rent as compensation for the costs incurred and loss of profit. The other party is moreover required to compensate all other costs of Gasmeetstation, incurred to prepare the delivery, as well as all other damage suffered by Gasmeetstation. Unless

otherwise agreed in writing for deliveries "on approval" the following applies:

that parties are deemed to have entered into a perfect and unconditional purchase agreement if the other party does not return the delivered goods within 8 days of receipt:

- that the transport costs of dispatch or return are payable by the other party;
- that the risk, including the transport risk, is for the other party as described in article paragraph 2.

### **Packaging**

Packaging is charged by Gasmeetstation at cost price and is not taken back. Any "loan packaging" must be cleaned and returned to Gasmeetstation in undamaged condition by the other party within 14 days of the delivery date. If the other party fails to do this, it will owe Gasmeetstation the costs associated with cleaning or repair respectively replacement of the loan packaging.

### **Guarantee**

Gasmeetstation delivers goods that are produced by third parties. Insofar as there is a manufacturer's guarantee on these items, Gasmeetstation will assist the other party in asserting its rights under the guarantee. Gasmeetstation only undertakes an independent guarantee obligation if this has been expressly agreed in writing. The other party cannot derive any rights from a guarantee if it has not fulfilled all its obligations in good time.

### **Complaints**

The other party must check the performance delivered\ delivered goods immediately after the delivery for any deviations from what was agreed. Any complaints must, subject to precise specification of the facts to which these complaints relate, be submitted to Gasmeetstation in writing within 8 days of the performance\delivery, failing which the other party is deemed to have accepted the performance\delivered goods irrevocably and unconditionally.

Any rights of action must be brought at the latest one-year after timely complaint, subject to forfeiture.

Complaints are not permitted in respect of deviations in quality, size, weight, colour, quantity, etc. that are minor or customary in the trade and the industry.

Gasmeetstation is only obliged to take note of lodged complaints if the other party has fulfilled all its contractual obligations towards Gasmeetstation of whatever kind. The other party is not entitled to suspend its obligations in connection with a complaint it has lodged.

If the complaint of the other party, also in view of the above, is well founded, after consultation with the other party, Gasmeetstation will arrange for re-performance or deliver a product of the same type, make the necessary improvements or apply a reasonable price reduction. Full or partial dissolution of the agreement by the other party is only possible with Gasmeetstation's approval.

The other party cannot claim compensation.

Complaints relating to a certain performance\delivery do not influence any previous or later performances\deliveries.

The delivered goods may not be returned without Gasmeetstation's prior written permission. As well as shipments to the other party, return shipments to Gasmeetstation are at the expense and risk of the other party. If Gasmeetstation stores the returned goods or if it uses these items in any other way, this will be done at the expense and risk of the other party. No approval or acceptance of the return can ever be deduced from these measures.

#### **Liability**

Except for intent or gross negligence of Gasmeetstation itself or of its managerial subordinates, any liability of Gasmeetstation for damage suffered by the other party or third parties is excluded.

Gasmeetstation is never obliged to compensate damage, other than to persons and things.

Notwithstanding the provisions in the previous paragraphs, and except insofar as a higher amount is paid out under its liability insurance, Gasmeetstation's liability is limited to the damage that could be foreseen as a possible consequence of the action requiring payment to a maximum of the amount of the net invoice value of the performance/delivery that resulted in the claim of the other party and/or third parties. If the agreement is mainly a continuing performance contract with a term of more than one year, the aforementioned invoice value is set at the total of the net payments that are stipulated for the period of one year.

Notwithstanding the provisions in the previous paragraphs, Gasmeetstation is not further liable for products/items that it has obtained from third parties than these third parties are towards Gasmeetstation. Under no circumstances is Gasmeetstation liable in the following situations:

- if the other party does not report the damage to Gasmeetstation within 14 days after it has discovered it;
- if the damage was caused because the other party has provided incorrect and/or incomplete information to Gasmeetstation;
- if the damage was caused because the other party used the items it bought/rented incompetently or improperly.

Gasmeetstation stipulates all legal and contractual defences that it can invoke to defend against its own liability towards the other party, also for the benefit of its subordinates and non-subordinates for whose conduct it would be liable under the law.

#### **Indemnification**

The other party must fully indemnify Gasmeetstation for any form of liability that Gasmeetstation may have vis-à-vis third parties with regard to goods delivered or services provided by Gasmeetstation.

The other party must also fully indemnify Gasmeetstation against any claims from third parties in relation to items that Gasmeetstation has in its possession in connection with the performance of the agreement.

#### **Force Majeure**

Force majeure ("non-attributable non-fulfilment") is understood to mean: any circumstance beyond the control of parties or unforeseeable circumstance as a result of which the other party can no longer reasonably expect fulfilment of the agreement from Gasmeetstation. Force majeure will in any case include: strike, excessive absenteeism of the staff of (the suppliers of) Gasmeetstation, theft or destruction of company assets and/or data, transport problems, epidemics, fire, war and risk of war, total or partial mobilisation, government measures, including in any case import and export prohibitions and quota restrictions, operational failures at Gasmeetstation and/or its suppliers, storm damage and/or other damage caused by natural disasters, involuntary malfunctions or impediments that make the performance of the agreement more expensive and/or more difficult, as well as breach of contract ("attributable non-fulfilment") by the suppliers of Gasmeetstation, as a result of which Gasmeetstation cannot (or can no longer) fulfil its obligations towards the other party.

#### **Force Majeure**

If a force majeure situation arises, only Gasmeetstation is entitled to suspend the performance of the agreement or to cancel the agreement definitively.

Gasmeetstation is entitled to demand payment for the services performed in the performance of the relevant agreement before the circumstance causing the force majeure has become apparent.

Gasmeetstation is also entitled to invoke force majeure if the circumstance causing the force majeure arises after its performance should have been delivered.

#### **Applicable law and disputes**

All legal relationships between the parties are exclusively subject to Dutch law.

The provisions of the Vienna Sales Convention do not apply, nor do any other existing or future regulations regarding the purchase of movable tangible property, the operation of which can be excluded by the parties.

Any disputes that may arise between the parties and that fall within the competence of a District Court will in the first instance be exclusively heard by the Dordrecht District Court, unless Gasmeetstation prefers to refer the case to the District Court of the other party's place of residence or registration and unless the parties agree on another form of dispute resolution.

#### **II SERVICES**

The provisions mentioned in this chapter "services" also apply in addition to the general provisions of these general terms and conditions if Gasmeetstation provides services, such as giving and arranging workshops, courses and training especially in the field of gas measurement, working conditions, operational safety and/or environment in the most general sense, giving advice with regard to the storage and transport of hazardous substances and/or other substances, carrying out inspections, taking samples and analysing them, mediation in case of contingencies, taking care of inspections, cargo checks and carrying out other survey activities concerning cargo, packaging and documents.

#### **Performance**

Gasmeetstation will make every effort to carry out the assignment with due care. However, Gasmeetstation cannot guarantee the achievement of the result desired by the other party.

In order to enable Gasmeetstation to carry out its assignment properly, the other party will provide all necessary information, on request or otherwise.

Gasmeetstation is only obliged to comply with timely and justified instructions from the other party during the performance of the assignment if this has been expressly agreed in writing. Gasmeetstation is not obliged to follow instructions that change or supplement the content or scope of the assignment; however, if such instructions are followed, the relevant work will be reimbursed in accordance with paragraph 4.

If Gasmeetstation has carried out work or other services at the request of or with the prior consent of the other party that fall outside the content or scope of the agreed service, the other party will compensate Gasmeetstation for these activities or performances according to Gasmeetstation's usual rates. However, Gasmeetstation is not obliged to comply with such a request and may require that a separate written agreement be concluded for this.

The other party accepts that the agreed or expected time of completion of the services, and the mutual responsibilities of the other party and Gasmeetstation, may be affected by work or performances as referred to in paragraph 4.

If the agreement has been entered into with a view to performance by a specific person, Gasmeetstation will always be entitled to replace this person by one or more other persons with the same qualifications. Gasmeetstation explicitly reserves the right to engage third parties in the performance of the assignment given to it.

#### **Duration and termination**

Unless expressly indicated to the contrary, the agreement between the parties is deemed to have been entered into for an indefinite period.

An agreement for an indefinite period may be terminated by the parties by cancellation, provided this is done by registered letter and the following notice period is observed:

- for assignments with a duration of up to 1 year: 2 months;
- for assignments with a duration of up to 2 years: 3 months;
- for assignments with a duration of up to 3 years: 4 months;
- for assignments with a duration longer than 3 years: 6 months.

Gasmeetstation is always entitled to prematurely terminate an agreement concluded for a definite period of time by notice of termination, provided this is done by registered letter and the notice periods mentioned in the previous paragraph are observed.

Gasmeetstation is entitled, notwithstanding its other rights, to terminate the agreement concluded for a definite or indefinite period by registered letter with due observance of a notice period of one month, if the other party, in spite of demands and notice of default, acts in breach of any contractual obligation towards Gasmeetstation. Gasmeetstation is entitled, notwithstanding its other rights, to terminate the agreement concluded for a fixed or indefinite period by registered letter with immediate effect.

- a. if the other party is declared bankrupt or is granted moratorium of payments or if the bankruptcy or moratorium of payments of the other party is applied for;
- b. in case of executory attachment of the assets of the other party or prejudgment garnishment that lasts longer than one month;
- c. in the event of liquidation of the other party's business or demonstrable plans thereto or if the other party concludes or seeks to conclude any agreement with its creditors.

Gasmeetstation is obliged to proceed to complete ongoing work normally and properly until the end of the relationship, unless the other party decides otherwise. If the other party requests this, Gasmeetstation is obliged to ensure adequate transfer of the work, but not before the other party has fulfilled all its (financial) obligations.

#### **Fees and costs**

Gasmeetstation is entitled to payment of all work carried out on instructions and on reimbursement of the expenses incurred in connection with the performance of the assignment.

Gasmeetstation's payment will take place, unless a different method of payment has been agreed, based on half-day and hourly rates.

In addition to the remuneration referred to in paragraph 2, the other party owes:

- office expenses, such as postage, telephone, fax, telex, photocopying, clippings, travel and accommodation costs, as well as costs of third parties that Gasmeetstation engages in the performance of the assignment;
- a reimbursement of additional costs, which includes:

all material costs and other costs incurred in connection with the performance of the assignment that do not belong to the normal office costs of Gasmeetstation.

Gasmeetstation is entitled to adjust its rates, as well as the fees that are fixed under the agreement on a different basis, annually by means of indexation adjusted to inflation.

#### **Confidentiality**

Information relating to the performance of the assignment will not be disclosed to third parties by Gasmeetstation, unless and insofar as the disclosure is made with the explicit consent of the other party, pursuant to statutory provisions or pursuant to a court order.

#### **Takeover of staff**

Unless expressly agreed in writing by Gasmeetstation, the other party is prohibited from employing employees of Gasmeetstation within six months after termination of the assignment or in any other way, directly or indirectly, for payment or not, to have them work for or with it.

For each violation of the prohibition referred to in paragraph 1, the other party will owe Gasmeetstation an immediately due and payable fine that corresponds to an amount equal to the highest hourly rate applicable at Gasmeetstation at that time multiplied by the number 1040 (being 26 weeks of 40 hours per week).

Education, courses, etc.

Insofar as the service provided by Gasmeetstation consists of providing a course or training, (hereinafter referred to as "course") the following applies:

- enrolment takes place in order of registration;
- enrolment and participation can be refused if the relevant course is fully booked, the course fee is not paid before the start of the course and/or the participant does not have the required previous education;
- if the number of registrations gives rise to this in Gasmeetstation's opinion, it is entitled to combine the course with one or more other courses or to have them take place at a later date or later time.
- in case of cancellation within one week before the course, the full course fee is due; in the event of cancellation between one and two weeks before the course, 75% of the course fee is due; in case of cancellation between two and three weeks before the course 50% is due; in case of cancellation between three and four weeks before the course 25% is due.

#### **III RENTAL GENERAL**

The provisions mentioned in this chapter "rental general" apply in addition to the general provisions of these general terms and conditions applicable to all leases and rental agreements that Gasmeetstation concludes.

#### **Deposit**

At the request of Gasmeetstation, the other party is obliged to pay a deposit as security for the fulfilment of all its obligations towards Gasmeetstation under the lease. The deposit must be paid at the conclusion of the agreement. It may never be

regarded as an advance on the rent and will only be returned to the other party after it has become apparent that it has fulfilled all its obligations.

Gasmeetstation is not obliged to pay interest on the deposit to the other party.

#### **Risk**

During the rental period all risk of the rented property is for the other party; Gasmeetstation will in no case be liable for any visible or invisible, hidden or non-hidden defect.

The other party is liable for all damage, however named, and however caused, made or caused to the rented property, irrespective of whether this is the result of an attributable shortcoming or not and due to third parties or not.

#### **Compulsory notification**

The other party is obliged to inform Gasmeetstation without delay of any attachment of property belonging to it or goods leased to it, of its bankruptcy or moratorium of payments or applications for bankruptcy or moratorium, being put under guardianship, the liquidation or intended liquidation of its business and an agreement or proposed agreement with its creditors, as well as to give the attaching bailiff, the receiver or administrator, immediate access to the lease agreement concluded with Gasmeetstation.

#### **Prohibited**

Except with the prior written permission of Gasmeetstation, the other party is prohibited from

- making changes to the rented items;
- subletting the rented items, lending them out or handing them over to third parties under any circumstances or allowing third parties to use them;
- taking the rented items outside of the Netherlands.

#### **Repairs**

If repair work as a result of normal wear and tear is necessary, the other party must inform Gasmeetstation immediately. The other party is not entitled to carry out repairs; Gasmeetstation carries out the work itself or has it carried out by third parties on its behalf.

If repairs are necessary as a result of improper handling, repairs by third parties, the use of unsuitable accessories or any other cause that cannot be regarded as normal wear and tear, the costs thereof will be charged separately and as an extra cost to the other party.

The other party is not entitled to compensation based on any interruption of the use of the rented goods and cannot derive any right to cancel the agreement.

### ***Return***

The other party, who has received the rented goods in good condition, must keep the rented goods in this condition and return them as such to Gasmeetstation after the rental has ended.

Repossession by Gasmeetstation does not mean acceptance and does not exclude a claim for compensation.

As soon as the rental period has ended, the other party is legally and without any demand obliged to return the rented goods to Gasmeetstation. Gasmeetstation is entitled to have the rented goods returned (or have them collected) from the time referred to, without legal intervention, wherever they may be. All costs associated with, for example, disassembling, charging, transporting, unloading, etc. are payable in full by the other party.

For each day of delay in the return of the rented goods, including a part of a day, the other party owes compensation amounting to at least the normal rental price over one day, notwithstanding Gasmeetstation's right to claim additional compensation.