TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS BY AND PROVISION OF SERVICES TO VAN HALTEREN METAAL B.V.

1. General

1.1. These conditions apply to all offers and orders relating to the sale of goods and/or provision of services by a supplier thereof (hereinafter referred to as: **Supplier**), to Van Halteren Metaal B.V. (hereinafter referred to as: **Van Halteren**) and to all agreements with Van Halteren in respect thereto. In these terms and conditions, services include design, engineering, calculation, transportation, deployment of staff and contracting for work.

1.2. The applicability of any Supplier's conditions is hereby expressly excluded.

1.3. The Supplier that has once contracted under these conditions, agrees that these conditions also apply to any future offers to and agreements with Van Halteren.

1.4. If one or more provisions of these terms and conditions and/or the agreement is declared null and void or non-binding, or are annulled, the other provisions of these conditions and the agreement shall remain valid. In this case, the Supplier and Van Halteren shall endeavour to replace the invalid or non-binding provision by a provision that is valid and binding and that expresses the original intention of parties, to the greatest possible extent.

1.5. If one or more provisions of the agreement are contradictory, then the order of precedence shall be determined in accordance with the following rules: (i) more stringent product specifications have priority over less stringent product specifications; (ii) a description has priority over a drawing; and (iii) a specific regulation has priority over a general regulation, with the understanding that rule (i) takes precedence over rules (ii) and (iii), and rule (ii) takes precedence over rule (iii). If applying these rules does not result in a resolution, then the conflicting item will be interpreted to the detriment of the Supplier.

2. Offers, conclusion of the agreement

2.1. All offers by the Supplier are binding and irrevocable.

2.2. The agreement does not come into effect until after and as Van Halteren lays it down in writing.

2.3. Changes, modifications or additions to the agreement are only valid if they are expressly confirmed in writing by both parties.

2.4. In the absence of an agreement, the delivery of goods and/or services shall be for the full risk and account of the Supplier.

3. Price

3.1. The price agreed with the Supplier is exclusive of V.A.T., but at all times inclusive of all (other) costs and duties, taxes, charges, adequate packaging, inspections, tests, trials, certificates, shipping, delivery and transport, loading and unloading, insurance costs, travel, accommodation and meal costs, cost of commuting, assembly and the like.

3.2. The agreed price is fixed and is not subject to any price increases, even if the price increase is the result of an increase in the cost price or an increase of factors that determine the cost price.

3.3. If it has been expressly agreed that the work or services to be rendered by the Supplier shall be performed on the basis of a daily or hourly rate, then the number of days or hours worked, the cost of wear and tear and depreciation of (construction) materials, time spent on preparation and formalities at the work site, travel time, waiting hours, cost of ancillary materials and the like, are included in the daily or hourly rate. If work needs to be carried out outside of the working hours specified by Van Halteren, as referred to in article 9.2 of these conditions, a deviating daily or hourly rate or a surcharge may only be charged with Van Halteren's expressed prior written consent.

4. Payment

4.1. The Supplier shall invoice in accordance with the agreed payment schedule, or, if no payment schedule is agreed, upon delivery.

4.2. Supplier's invoices shall quote : (i) the invoice numbers, (ii) the purchase order numbers of Van Halteren, (iii) the amount of VAT and the VAT number of the Supplier, (iv) hourly or daily timesheets / material lists approved by Van Halteren (if it was agreed upon that the works will be carried out on the basis of a daily or hourly rate), (v) a reference to the relevant part of the payment schedule, (vi) the account number of the blocked account of the Supplier as referred to in the Dutch Collection of State Taxes Act 1990 (the so-called *G-account*) and (vii) information with regard to the names, addresses and places of residence of the Supplier's staff and of any other subcontractors engaged. Invoices that do not meet the above-mentioned invoice requirements shall not be paid by Van Halteren.

4.3. Unless otherwise agreed upon, payment shall be made within 60 days after the date of receipt and approval of the invoice by Van Halteren.

4.4. Payment cannot be regarded as approval, acceptance and/or delivery of (parts of) the delivered goods and services.

5. Taxes

5.1. The Supplier guarantees that all social security contributions, insurance premiums and (payroll) taxes relating to the performance of the agreement with Van Halteren shall be paid fully and in a timely manner. The Supplier shall be liable for and hold Van Halteren harmless from all costs and damages, including interest and penalties, incurred by Van Halteren in in relation to any claims of third parties in the event of non-fulfilment by the Supplier of its obligations to pay social security contributions, insurance premiums and (payroll) taxes, (including sales tax).

5.2. Without prejudice to the rights of Van Halteren as set forth in article 5.1, Van Halteren is entitled to pay a percentage of 50% of the amounts invoiced by the Supplier (i) to the so-called G-account, or (ii) pay this amount directly to the tax authorities and other authorities, on behalf of Supplier in connection with the Supplier's obligation to pay social security contributions, insurance premiums and (payroll) taxes (including sales tax) for the performance of the work. Van Halteren shall be discharged from its payment obligations towards the Supplier by such payment.

5.3. At Van Halteren's first request, the Supplier shall provide a written declaration as to payment re: chain and user undertaking liability (to be issued by the Dutch tax authorities).

6. Delivery of goods and services

6.1. Unless expressly agreed otherwise in writing, delivery of the goods to be manufactured, sold and/or delivered within the framework of the agreement shall take place on the basis of DDP (*Delivery Duty Paid*), according to the version of the agreed INCO-terms as in force at the date of conclusion of the agreement.

6.2. It is essential that delivery takes place within the agreed delivery time and/or at the latest on the agreed delivery date. Failure to deliver on time renders the Supplier in default without any notice of default being required.

6.3. The Supplier must give Van Halteren timely and adequate notice of the exact time of delivery and any possible delays in delivery. When the Supplier encounters a delay in delivery, it shall indicate the reason of, and expected duration of, the delay and a recovery plan with the steps necessary to remedy such delay.

6.4. Partial deliveries or deliveries scheduled prior to the agreed date of delivery require Van Halteren's prior written consent.

6.5. Inspection reports, (guarantee) certificates (including but not limited to CE certificates), safety data sheets, packing lists, instruction books, manuals, maintenance instructions, (*as built*) drawings, lists of spare parts and the like, must be made available to Van Halteren at the time of or prior to the delivery of the goods and/or services.

6.6. The delivery is completed only if the agreed goods and/or services have been delivered in their entirety in accordance with the provisions of the agreement.

6.7. The limitation periods referred to in Articles 7:761 and 7:23 of the Dutch Civil Code (**DCC**) shall be modified as follows: (i) as soon as Van Halteren detects a defect, of which at that moment it is established that it concerns a defect, Van Halteren shall notify the Supplier thereof within 12 months after such defect was established, and (ii) any legal claims and defences, based on facts that would justify the position that the delivered goods or work do not meet the requirements of the agreement, shall become time-barred upon expiry of 5 years after the notification mentioned under (i) was given, or, if later, after the expiry of the time frame that Supplier was awarded to remedy the shortcoming or defect.

7. Provision of staff

7.1. Work to be carried out by staff made available to Van Halteren, shall be carried out under the direction and supervision of Van Halteren.

7.2. The Supplier guarantees that the (training) level, knowledge and experience of staff made available (including sufficient knowledge of the Dutch and English languages both in speech and in writing) shall be at least sufficient in order to carry out the work as specified by Van Halteren.

7.3. The Supplier guarantees that staff made available shall comply with all applicable laws and regulations and the code of conduct and safety codes as applicable at Van Halteren and the working site where the work is being carried out.

7.4. During the period that the Supplier makes staff available to Van Halteren, the Supplier shall not temporarily or permanently replace staff without Van Halteren's prior consent , unless the replacement is the consequence of circumstances beyond its control.

7.5. Van Halteren is entitled to have staff members that are made available replaced, if Van Halteren considers such to be desirable or necessary with a view to the execution of the work, in which case the Supplier shall have the relevant staff member replaced within 2 (two) working days, at no extra cost.

7.6. Unless otherwise agreed upon, the Supplier is solely entitled to charge a fee for the actual time worked by staff made available.

8. Changes and additional work

8.1. The Supplier shall not make any changes in design or specifications, without written consent of or a written request from Van Halteren.

8.2. Without Van Halteren's express prior written consent, the Supplier is not entitled to carry out any additional work. Van Halteren shall not reimburse any additional work that is carried out by the Supplier, without the required prior written consent of Van Halteren.

8.3. The Supplier shall at all times if so desired by Van Halteren, make changes in or additions to agreed goods or services, if technically possible.

8.4. Changes and additions shall not result in an increase of the agreed price or an extension of the agreed delivery time, except if and to the extent such increase or extension is reasonable and Van Halteren has accepted a proposal with respect to an increase of the agreed contract price and/or an extension of the agreed delivery time in writing.

8.5. Van Halteren is entitled to terminate the agreement in whole or in part if the implementation of the desired changes or additions are not possible on terms that are acceptable to Van Halteren. In such event, Van Halteren shall only be obliged to pay the Supplier the pro rata price for the services or goods demonstrably delivered.

9. Planning

9.1. The Supplier shall adhere to the working hours and the planning – and any changes therein – at Van Halteren and shall schedule its works in such a way that there is no or very minimal disruption to the operations of Van Halteren or third parties.

9.2. The Supplier shall only be permitted to work / have work carried out outside the working hours specified by Van Halteren to the extent necessary, and subject to Van Halteren's prior written consent.

10. Supporting materials, tools, utilities

10.1. Supplier shall take care of the necessary supporting materials and tools, including (personal protection) equipment, appropriate work clothing and safety devices, and shall bear the costs thereof.

10.2. If supporting materials and tools, safety equipment, gas, electricity, light or water, are made available by or on behalf of Van Halteren, Van Halteren is entitled to charge the cost thereof to the Supplier. The use of supporting materials and tools, safety equipment and utilities provided by Van Halteren, shall be at the Supplier's own risk.

11. Packaging and transport

11.1. The goods to be delivered by the Supplier must be labelled in accordance with Van Halteren's instructions and must be properly packaged in accordance with the requirements of transport and destination. The goods must be packaged in such a way as to prevent damage or loss in transit.

11.2. At Van Halteren's first request the Supplier shall collect all packaging.

12. Information, specifications, design, drawings

12.1. The Supplier is responsible for the accuracy of the information, designs, specifications, drawings and calculations, provided by Van Halteren.

12.2. The Supplier shall verify all information, designs, specifications, drawings and calculations provided by Van Halteren, and shall inform Van Halteren of the results of such verification. Supplier shall notify Van Halteren of any errors, inaccuracies and/or omissions in the information, designs, specifications, drawings and calculations provided by Van Halteren, among which any errors, inaccuracies and/or omissions related to specified quantities or incomplete statement of measurements (in Dutch: "*meetstaat*"). The Supplier shall never be relieved from any of its obligations related to the performance of the agreement, if any information provided by Van Halteren or otherwise, is inaccurate or incomplete.

12.3. The Supplier shall request and obtain, promptly and at the earliest available opportunity, all applicable compliance certificates or approvals of designs from competent authorities.

12.4. At Van Halteren's first request, the Supplier will submit to Van Halteren all drawings, calculations, engineering, design, specifications and implementation documentation for prior approval by Van Halteren.

12.5. The Supplier is liable for any damage resulting from any errors, inaccuracies or omissions in the drawings, calculations, engineering, design, specifications and implementation documentation furnished by Supplier. Approval by Van Halteren does not release the Supplier from any obligation or liability.

13. Execution and completion of works

13.1. At Van Halteren's request, the Supplier must submit to Van Halteren a production or implementation schedule, provide progress reports and/or cooperate in monitoring progress by or on behalf of Van Halteren.

13.2. At Van Halteren's request, prior to the execution of works, the Supplier shall draw up and submit to Van Halteren for its approval, a detailed working plan in which the order, duration and timing of the work are described. The approved working plan forms a part of the agreement. Deviations from the working plan are permitted only with Van Halteren's prior written consent.

13.3. The execution of the works shall be in such manner that completion is guaranteed at the latest on the agreed delivery date.

13.4. The Supplier warrants that the works shall be executed and completed in accordance with (i) the generally accepted principles of due care and diligence and free of any errors, inaccuracies or defects, (ii) the agreed functional and technical specifications, (iii) the agreed quality, quantities and description of the goods and/or services, (iv) general accepted industry standards, and (v) applicable

laws and regulations, including, where appropriate, the relevant standards as laid down in the Allied Quality Assurance Publications issued by NATO. The latter standards apply, *inter alia*, if works are executed on or for the benefit of goods intended for the Department of Defence (air force, army, navy and/or military police).

13.5. The Supplier shall only assign qualified personnel that has the necessary skills and expertise to execute the works.

13.6. The Supplier is responsible for obtaining all necessary permits for execution of the agreement, unless expressly otherwise agreed upon in writing.

13.7. In addition to the provisions set forth in article 6.6 of these conditions, work executed by the Supplier is only completed if and to the extent the work is inspected and accepted by or on behalf of Van Halteren.

13.8. Inspection of the work executed by the Supplier shall take place on the dates and times specified by or on behalf of Van Halteren. The results of the inspections shall be recorded in a protocol of completion or protocol of acceptance. The Supplier shall remedy any shortcomings and/or defects as laid down in the abovementioned protocol of completion or protocol of acceptance, as the case may be, free of charge within 30 days.

13.9. Acceptance of the work takes place through explicit notification by Van Halteren. Usage, taking into possession of the works and/or failure to complaint shall not constitute acceptance of the work.

14. Prohibition of outsourcing

14.1. The Supplier is prohibited from assigning or outsourcing, in whole or in part, the execution of the agreement to any third party, or using personnel of third parties without Van Halteren's prior written consent.

14.2. Approval from Van Halteren does not release the Supplier from any responsibility or liability for any (sub-)contractors or other third parties engaged by it.

15. Inspection

15.1. At any time – or at any interim time – Van Halteren is entitled to inspect or to have inspected and/or to test or to have tested or to examine or to have examined all goods and/or services to be supplied by the Supplier, regardless of the site where the relevant goods are located or where the services are being performed.

15.2. Inspection, testing, examination, purchasing and/or payment by or on behalf of Van Halteren, do not release the Supplier from any obligation or liability.

16. Risk and transfer of ownership

16.1. The Supplier warrants that the goods to be delivered are not subject to any encumbrances, retention of title or attachment.

16.2. Supplier's staff works at the risk and expense of the Supplier, even when working at Van Halteren's sites. Supplier's goods used are at the risk and expense of the Supplier, even when working at the site of Van Halteren.

16.3. Goods to be delivered and/or goods with respect to which services will be performed, are for the account and risk of the Supplier, until completion of delivery as referred to in article 6.6 and/or article 13.7 of these conditions. In all cases title to the goods (to be) delivered to Van Halteren shall transfer to Van Halteren once the goods are delivered to the agreed place of destination or the destination designated by Van Halteren.

16.4. If Van Halteren makes a payment prior to delivery or completion, the title to the goods in respect of which such payment was made, and/or the parts or materials available at Supplier that pertain to these goods shall transfer to Van Halteren at the time of payment. The Supplier is obliged to identify and continue to make identifiable, the goods it holds on behalf of Van Halteren. For these goods, the Supplier shall serve as the custodian (*houder*) for Van Halteren. The Supplier shall insure the goods in its possession with a reputable insurance company, until the moment of delivery and/or completion.

17. Intellectual property rights

17.1. The Supplier warrants that (the use of) the goods delivered or services rendered do not infringe any intellectual property rights. The Supplier shall indemnify and hold Van Halteren harmless from and against any claim by third parties in this respect and shall pay any damages and costs incurred by Van Halteren in that respect.

17.2. Drawings, illustrations, designs, models, calculations, working methods, tools, etcetera, furnished by Van Halteren or manufactured under instruction of Van Halteren or made by or on behalf of the Supplier in connection therewith, and the intellectual property rights relating thereto, shall exclusively belong to Van Halteren, that will also be considered as the maker and designer thereof, regardless of whether these have been charged to Van Halteren separately. The Supplier shall transfer these intellectual property rights to the extent necessary and possible to Van Halteren, and shall do all that is necessary or conducive to effect Van Halteren's entitlement to these intellectual property rights.

17.3. The Supplier warrants that it nor any other (third) party will assert against Van Halteren any moral or other rights in respect of the aforementioned intellectual property rights and the Supplier undertakes that it will do everything in its power that the beneficiary/beneficiaries of all relevant moral rights expressly waive such rights.

18. Confidentiality

18.1. The Supplier undertakes to keep strictly confidential all business and technical information originating from Van Halteren and all information it has acquired in the framework of implementing the agreement. Such confidential information (i) shall not be disclosed by the Supplier and/or provided to third parties (including members of the Supplier's staff, unless they require knowledge of the relevant confidential information for the performance of their duties) subject to Van Halteren's written consent, (ii) shall not be copied or used by the Supplier for any purpose other than for the execution of the agreement, (iii) shall at all times remain the property of Van Halteren and (iv) shall be returned to Van Halteren at the risk and expense of the Supplier, at Van Halteren's first request or after completion of the agreement.

18.2. The Supplier shall impose the same confidentiality obligation on its staff and third parties which acquire knowledge of the confidential information for the execution of the agreement and the Supplier warrants that aforementioned staff and third parties will comply with such obligations.

19. Working site

19.1. The Supplier shall be deemed to be fully familiar with the situation at the working site where the Supplier shall perform its works, and to have acquired all information needed for the execution of the agreement.

19.2. The Supplier must allow Van Halteren or third parties to execute works at the working site for Van Halteren's benefit and must provide complete and unlimited access and opportunity thereto.

19.3. The Supplier is required to keep the working site free of any debris and waste material and leave the working site in a clean and proper condition after completion of the works.

19.4. Van Halteren is not obliged to provide for security of or to protect (i) the working site, (ii) any goods located at the working site which are manufactured for and to be delivered and sold to Van Halteren pursuant to the agreement, and (iii) any supporting materials and tools.

19.5. Access to the working site is only granted to those persons whose particulars –initials, name, date of birth, complete address, function and the date on which the person concerned was appointed to the job – have been registered on a list that is submitted to Van Halteren not later than one (1) day before the start of each working week. The Supplier's staff or staff employed by the Supplier must identify themselves at Van Halteren's first request. These persons will allow Van Halteren to make a copy of and to record their identification documents and any relevant residence and work permits.

19.6. If a Supplier's member of staff assigned to work, or an operator working on the job misbehaves while working on the agreement, or if any other circumstance arises as a result of which Van Halteren cannot maintain a member of staff assigned to work or an operator working on the job, then Van Halteren is entitled to remove this member of staff/operator with immediate effect from the working site where the works are being carried out, and to deny any further access to the relevant member of staff/operator.

20. Order, safety and environment

20.1. The Supplier, its employees or any third party it engages, shall duly observe all safety and environmental regulations prescribed by governmental authorities and shall also adhere to all codes of conduct, rules and regulations pertaining to the relevant safety, health and environment policy which are in place at the site where the work is performed. Costs related to the compliance with these rules are for the Supplier's account .

20.2. If an accident or an environmental incident occurs at the working site where the Supplier is carrying out work, then the Supplier must notify Van Halteren thereof forthwith.

21. Warranty

21.1. Supplier warrants that the goods delivered and services rendered are of first class design, construction, execution, materials, composition, quality, and in accordance with the requirements of good engineering practice, consistent with drawings, other documentation and the standards and

specifications as applied by Van Halteren, and are fit for the intended use, are safe and in accordance with any government regulations, - standards and - guidelines.

21.2. A warranty period under the agreement refers to a period within which the Supplier, at its cost, is obliged to repair any errors, omissions, defects and/or redeliver, regardless of the cause of the error, omission and/or defect, and without prejudice to the Supplier's liability pursuant to the agreement.

21.3. If the agreement does not specify a longer warranty period, then the warranty period for delivery of goods is 12 months from the date of delivery and 24 months from the date of delivery for the supply of services.

21.4. If pursuant to this article goods delivered and/or services rendered are repaired or redelivered, the full warranty period shall commence as per the date of repair and/or date of redelivery.

21.5. The Supplier (hereby) assigns to Van Halteren all rights under warranties provided by the Supplier's manufacturers or suppliers. Van Halteren (hereby) authorizes the Supplier to rely on these warranty obligations, to the extent necessary for the fulfilment of its own obligations towards Van Halteren under this article 21.

22. Assignment prohibition / set off

22.1. Subject to Van Halteren's written consent, the Supplier is prohibited from assigning or encumbering its claims on Van Halteren to third parties.

22.2. Van Halteren shall at all times be entitled to set off all that it owes to the Supplier against any amounts the Supplier or its affiliates owe(s) or shall owe to Van Halteren, whether or not due and payable, subject to any condition or time limit.

23. Liability

23.1. The Supplier shall be liable for all costs and damages, resulting from any failure by the Supplier in the fulfilment of its obligations, as well as for all damage caused by the Supplier, its personnel, by persons and companies engaged by the Supplier and/or shortcomings in goods delivered or to be delivered by the Supplier. In this respect, the Supplier shall indemnify and hold Van Halteren harmless from and against all adverse effects in connection with claims from third parties.

23.2. Van Halteren's liability for consequential damages towards the Supplier is excluded. Consequential damages in this article shall in any event include (but not be limited to): loss of profits, loss of production, loss of use, loss of earnings and loss of operation and/or loss resulting from standstill.

24. Suspension, rescission, termination

24.1. Van Halteren is entitled to suspend its obligations under the agreement or to rescind or terminate the agreement in whole or in part (hereinafter referred to as: **termination**) by means of a written statement and without any prior notice of default being required, if and when the Supplier fails to timely or adequately fulfil any of its obligations towards Van Halteren, as well as in the case of (filing a petition for) suspension of payment or bankruptcy of the Supplier, attachment of (part of) the Supplier's property or goods and closing down or winding up of its business. In these cases, Van Halteren is only obliged to pay the Supplier the pro rata price for goods already delivered or services already rendered, but only insofar as the services delivered have been of actual use to Van Halteren,

and/or Van Halteren wishes to retain the goods delivered, all this without prejudice to Van Halteren's right to compensation.

24.2. If and as soon as the Supplier fails to timely or adequately fulfil any of its obligations towards Van Halteren, Van Halteren is, in addition to its rights pursuant to the previous paragraph, entitled to order the Supplier to suspend the works in whole or in part, order the Supplier to evacuate Van Halteren's working site (or the premises of third parties where the work is executed by the Supplier), and to take the appropriate measures, including engaging a third party at the expense and risk of the Supplier, which Van Halteren considers conducive for the smooth progress of the work. In these events, Van Halteren shall inspect the goods and/or services already delivered and the results of such inspections shall be recorded by Van Halteren in consultation with the Supplier, with reference to the quantities, their (estimated) value and an overview of the defects. The Supplier is liable for all costs and damages resulting from these measures by Van Halteren.

24.3. Non-timely fulfilment, as referred to in the first paragraph of this article, also occurs if there is a delay in production or implementation schedules received or stipulated by Van Halteren, or if under the circumstances the presumption is reasonably justified by the relevant facts that a delay will occur in the fulfilment of (part of) any obligation under the agreement.

24.4. If due to an event of force majeure Van Halteren or the Supplier is prevented from fulfilling its obligations under the agreement for a period exceeding 30 days, either party shall be entitled to terminate the agreement by means of a written statement against payment to the Supplier of the pro rata price for goods already delivered or services already rendered, but only insofar as the services provided are of actual use to Van Halteren and/or if Van Halteren wishes to retain the delivered goods.

24.5. Notwithstanding the above, Van Halteren is without a cause and at any time entitled to terminate the agreement by means of a written statement, against payment of a pro rata price for services already rendered or goods already delivered and, if the Supplier establishes that it has thereby suffered damage, increased by a maximum of 5% of the remaining agreed price as compensation for damage resulting from such termination. Van Halteren is not liable for any other loss or damages suffered by the Supplier.

25. Insurances

25.1. The Supplier shall obtain and maintain in effect adequately insurance for the goods to be manufactured, delivered and sold and the services to be rendered pursuant to the agreement, including (i) a public liability insurance against liability for death and injury, liability for property damage and liability for financial loss, (ii) a professional indemnity policy, (iii) a motor vehicle policy (including coverage for passengers) and (iv) all other insurances which the Supplier is obligated to carry out under the applicable laws and regulations. Unless expressly agreed otherwise, the Supplier undertakes that Van Halteren shall be co-insured under the insurance and co-insured under the policy shall be considered as third parties towards each other.

25.2. In the event the agreement relates to design, calculation and/or *engineering* services, transport and/or contracting for work, the Supplier is obliged to obtain and maintain a CAR insurance (*Construction All Risk*). Unless expressly agreed otherwise, the Supplier undertakes that Van

Halteren shall be co-insured under the CAR insurance and co-insured under the policy shall be considered as third parties towards each other.

25.3. The Supplier shall submit to Van Halteren, without delay, written evidence of the existence and insurance coverage of the abovementioned insurances. At Van Halteren's first request, the Supplier shall submit evidence of payment of the insurance premiums due.

26. Disputes and applicable law

26.1. All disputes between the parties shall be settled exclusively by the competent court in Rotterdam, the Netherlands.

26.2. The relationship between Van Halteren and the Supplier, which includes the agreement, shall be governed by Dutch law. The applicability of the 1980 United Nations Convention on Contracts for the International Sale of Goods (in Dutch: "*het Weens Koopverdrag*") is hereby expressly excluded.