

General Terms and Conditions

Applicable to the sale and lease of goods, work and services by ICA group b.v. registered in Breda, Netherlands under no. 60878436 and/or affiliates.

1. DEFINITIONS

Contractor or ICA GROUP: ICA Group B.V. in the Netherlands.
Client: any legal entity and/or natural person with whom the Contractor makes written arrangements.
Agreement: the arrangements set down in writing between the Client and the Contractor.

Supply of goods: the provision of ownership / contribution of one or more items, the lease and/or of goods, in the manner described in these general terms and conditions.

Performance of work: the performance of design and/or execution activities, including but not limited to the creation of a material work, and/or the performance of services, whether or not accompanied by the supply of goods, not being an employment contract.

Consequential damage: damage, including but not limited to indirect damage which is not the immediate consequence of a harmful incident, as well as special damage of any nature whatsoever, which includes, among other things, loss of profit, income loss, interruption of operations and/or trading losses, costs related to the replacement of energy supply, increase in costs and/or loss of expected savings on overhead expenses, transport loss, and/or loss of electrical connection, wear and tear and/or cost of capital.

Existing Plant shall mean the Client's existing plant including all ancillary units.

Plant Components: shall mean all machines, components and materials included in a Unit of the Client's Existing Plant that are to be repaired or replaced by ICA-GROUP pursuant to the Specific Agreement and all other machines, components and materials that ICA-GROUP shall supply and/or install in respect of a Unit.

ICA-GROUP shall mean the installation, dismantling, training or supervision services provided by ICA-GROUP pursuant to a Specific Agreement.

2. GENERAL

2.1 These terms and conditions apply to all offers and all assignments of ICA-GROUP for the supply of goods and/or performance of work and/or the provision of services by ICA-GROUP, and to every Agreement with ICA-GROUP concerning that. For the purposes of these terms and conditions, the Performance of work and the provision of services include, among other things, consultancy, design and supervisory activities, installation, assembly, manufacturing, renovation, repair, inspection, maintenance, analysis, diagnosis, testing and maintenance activities. This enumeration is not intended to be exhaustive.

2.2 The applicability of any terms and conditions of ICA-GROUP's Client is hereby explicitly rejected. The Client shall be provided with a copy of ICA-GROUP's current general terms and conditions following on the offer from ICA-GROUP and the Client is deemed to have accepted these terms, without any reservation, in the absence of explicit written objection within the 5 days following receipt of ICA-GROUP's general terms and conditions.

2.3 Stipulations that deviate from these terms and conditions may only be made by the Client if and insofar as these have been accepted by ICA-GROUP in writing.

2.4 The Agreement, including the documents and annexes cited in this Agreement and appended to this Agreement, all of which shall be included in the Agreement for all applications, constitutes the entire Agreement between the parties in relation to the particular topic and takes precedence over all previous agreements, written or oral, relating to the topic of the Agreement. A change, waiver or exemption from the provisions of the previous sentence only applies if it has been signed in writing by an authorised representative of the party against whom the change, waiver or exemption is invoked.

3. OFFERS/ASSIGNMENTS/AGREEMENTS

3.1 All offers extended by ICA-GROUP are without obligation.

3.2 Assignments and acceptances of offers by the Client are regarded as irrevocable.

3.3 ICA-GROUP's only bound if it has accepted an assignment in writing or if it has started performing the work and confirmed this in writing. Oral promises or agreements by or with ICA-GROUP's personnel are not binding for ICA-GROUP unless and to the extent that these have been confirmed in writing. The Client is responsible and liable for any errors, omissions or erroneous information in the assignment.

3.4 If the Agreement is amended or supplemented, the current terms and conditions also apply to these amendments and/or additions.

4. DRAWINGS/STATEMENTS/DOCUMENTS/STUDIES/RECORDS

4.1 Information included in catalogues, brochures, illustrations, schemes, statements, analysis, drawings and weights, etc. only binding for ICA-GROUP if and insofar as this is explicitly agreed in writing.

4.2 Construction, manufacturing and detailed drawings are not provided by ICA-GROUP unless the parties have agreed on this in writing.

4.3 If ICA-GROUP provides foundation or set-up drawings, these only serve as orientation. These drawings are not based on static or dynamic calculations.

4.4 Documents and information from ICA-GROUP may neither be provided nor disclosed to third parties by the Client without ICA-GROUP's explicit permission.

4.5 Any study, specifications, documentation, description, plan, scheme or drawing prepared by ICA-GROUP or coming from ICA-GROUP is and remains the exclusive property of ICA-GROUP. The Client shall only use this information for the specific purposes of the tendering and/or offer and insofar as this tendering and/or offer was entrusted to or by ICA-GROUP. 4.6 The Client cannot claim that its employees and/or third parties it engages, shall consult and follow the assembly manual and technical manuals, including the manual for the specialist or installer, which are disclosed by the Contractor in connection with the goods supplied by it, in printed version as well as via the websites of the various companies of the ICA-GROUP Group that manufacture these goods.

5. PRICE

5.1 The prices stated by or agreed with ICA-GROUP are net prices, therefore, among other things, excluding VAT, and only apply for delivery ex works or warehouse of unpackaged goods, unless the parties make other agreements in writing. The price also includes the cost of wrapping, packaging, loading, transport, unloading, insurance, assembly, permits and/or other services.

5.2 If ICA-GROUP has taken care of packaging, wrapping, loading, transport, unloading, insurance, installation, assembly, permits or other services without a price being explicitly agreed for this, it is entitled to charge the Client the actual cost and/or rates customarily charged by ICA-GROUP.

5.3 Prices stated by or agreed with ICA-GROUP are based on the cost price at the moment of the offer or acceptance of an assignment by ICA-GROUP. If the cost price subsequently increases, ICA-GROUP has the right to pass on the corresponding price increase to the Client.

6. PAYMENT/SECURITY

6.1 Payment must take place within 30 days after invoice date. However, ICA-GROUP always has the right to demand a whole or partial advance payment and/or obtain security for payment in some other way.

6.2 The Client waives any right to set-off amounts owed between the parties.

Guarantee claims and/or other claims of the Client and/or third parties do not suspend the Client's payment obligations.

6.3 If the Client fails on grounds of the foregoing to pay any amount it owes, it is in default by operation of law without notice of default being necessary. As soon as the Client is in default of any payment, all other claims of ICA-GROUP on the Client are immediately due and, by operation of law, the default also immediately extends to these claims, without any notice of default being necessary. With effect from the day on which the Client is in default, it owes ICA-GROUP, by operation of law and without prior notice of default being necessary, late payment interest of 1 ½ % per month or part thereof during which the default persists.

6.4 Non-payment or late payment also grants ICA-GROUP the right to suspend its performance and/or to terminate the Agreement by operation of law and without prior written notice of default, without prejudice to ICA-GROUP's right to compensation of all damage it has suffered as a result of the Client's default. The same applies if the Client's solvency is in jeopardy, regardless of what act or circumstance is the cause of this, even if this has no relation to the performance of the Agreement.

7. INSPECTION/TESTING

7.1 The Client is required to cooperate with or perform with any agreed inspection and/or testing. If the Client does not cooperate or not on time at the agreed time with the inspection or testing, the Supply of goods and/or Performance of work is regarded as having been approved.

7.2 If the Client does not cooperate or not on time at the agreed time with the inspection, testing or take-up, the Supply of goods and/or Performance of work is regarded as completed, in deviation from the provisions of article 12.2 (Dissolution/Termination). At the time that ICA-GROUP may request or expect inspection, testing or take-up.

7.3 ICA-GROUP has the right to compensation from the Client for damage and costs resulting from the refusal or delay in cooperation with the inspection, testing and/or take-up.

7.4 The Client must report any non-conformity and/or visible defects that can be discovered during the inspection and/or testing immediately and at the latest within 5 working days of discovery, failing which any claim in respect of ICA-GROUP on these grounds shall lapse.

7.5 ICA-GROUP shall be given the opportunity to remedy any shortcomings that emerge in inspection and/or testing before the Supply

of goods and/or Performance of work can be regarded as rejected. If the Client does not utilise the possibility of inspection or testing, the Supply of goods and/or Performance of work will be regarded as approved.

8. DELIVERY PERIOD/DELIVERY

8.1 The delivery period for the Supply of goods commences after the following cumulative conditions have been met: the Agreement has been established, ICA-GROUP has in its possession all objects, documents and information to be provided by the Client and any agreed advance payment has been received by ICA-GROUP or security for payment has been furnished for the benefit of ICA-GROUP. The delivery period for the Performance of work by ICA-GROUP only starts from the day on which the Client has satisfied its obligations and/or prior or preparatory conditions in every stage of the performance.

8.2 Subject to the exception stated in article 7.2 (Inspection/Testing) the Supply of goods and/or Performance of work is regarded as delivered as soon as they have left the factory or warehouse of ICA-GROUP or third parties engaged by it for transport to or for the Client.

8.3 If the Client has agreed with ICA-GROUP on a particular end date or duration for the Supply of goods and/or the Performance of work and if the Client does not comply with the agreed conditions, the delay can be attributed to ICA-GROUP, the Client is entitled to notify ICA-GROUP in writing of a reasonable time-frame within which this must yet occur. If ICA-GROUP remains in default, the Client has the right to dissolve and/or terminate the Agreement for the part that has not yet been performed, by operation of law, and to claim compensation for the delay pursuant to article 14 (Liability/Indemnity). This dissolution right/termination right cannot be invoked in the event of partial deliveries. Failure to meet the agreed end date or duration or the reasonable time-frame set by the Client for the Supply of goods and/or Performance of work does not give the Client the right to claim compensation for the delay. The Client's obligations under the Agreement, nor does it entitle the Client to any supplementary or replacement damage compensation.

8.4 If and insofar as a penalty has been agreed with ICA-GROUP in the event the delivery is not met, this penalty is only owed if the failure to meet the delivery period can be attributed to ICA-GROUP's negligence and the Client demonstrates that it has suffered damage as a result of the failure to meet the delivery period.

8.5 The penalty clause only applies if the Client and the Contractor agree on a penalty in writing and after written notice of default. The penalties are exclusive and constitute the entire damage compensation due to the Client in compliance. Failure to meet delivery periods does not entitle the Client to additional or replacement damage compensation or doesn't give it the right not to comply with any of its obligations under the Agreement. The Client is only entitled to terminate and/or dissolve the Agreement by a written statement after the maximum of the penalty has been paid, and the Client is not entitled to claim compensation for the goods and/or performed the work within the time-frame given for this in the event of default.

8.6 ICA-GROUP has the right to execute the Performance of work at its discretion, whether or not by engaging third parties and whether or not in writing - insofar as it must be performed by ICA-GROUP.

8.7 Details on the assembly, putting into operation and operational compliance shall be arranged in mutual consultation and set down in writing - insofar as it must be performed by ICA-GROUP.

8.8 The Client is required to enable ICA-GROUP to execute its Supply of goods and Performance of work without restrictions. The Client must provide ICA-GROUP in a timely manner with, among other things, technical, maintenance and functional product specifications of items on which, with which or in connection with which work must be performed. If the work is performed on location, the Client must also provide an accessible and safe working environment in accordance with the applicable regulations and instructions and ensure the presence of sufficient guidance, lighting, power and power points, lifting equipment and similar equipment, tools of an extensive or special nature, small supplies and (spare) parts, all at the expense and risk of the Client.

8.9 In ICA-GROUP performs work on location, the work performed by ICA-GROUP does not include the preparatory, related or necessary excavation, foundation, breaking, cutting, brickwork, plastering, concrete, metalworking, carpentry, painting, plumbing and such activities, or paving, sewerage and scaffolding work. The Client must take care of this itself. 8.10 All references to trade terms shall be interpreted in accordance with the current practice, unless otherwise agreed in writing, the Parts shall be deemed to be sold "FCA".

9. RISK/TRANSFER OF OWNERSHIP

9.1 The risk of loss, damage or destruction of the goods to be supplied by ICA-GROUP is transferred to the Client from the moment that these goods are delivered in accordance with article 8.2 (Delivery period/Delivery).

9.2 The risk for the Client's goods on which, with which or in connection with which work is performed is also borne by the Client, even if these goods are located in ICA-GROUP's buildings or on its sites.

9.3 In the event of a delay in delivery, unloading and/or shipping, the goods to be supplied are done at the Client's risk, even if ICA-GROUP takes care of these activities itself.

9.4 All goods supplied by ICA-GROUP remain the property of ICA-GROUP until the moment of full payment of the underlying that ICA-GROUP can claim from the Client in connection with everything the Agreement, including damage, costs and interest. The Client does not have any retention right to these goods. The Client to which the goods were delivered before full payment is received will affix an indication on these goods clearly showing that the goods remain ICA-GROUP's property and, if necessary, shall advise and/or notify the creditor-pledge holder in writing and by registered letter, with a copy to ICA-GROUP, unless the parties have agreed otherwise in writing.

10. TAKE-UP/ACCEPTANCE

10.1 The Client is required to take the goods at the moment the goods are delivered in writing to the Client from the moment that these goods are regarded as accepted at the location of shipping and this at the invitation of ICA-GROUP. If the Client does not adhere to this, the particular equipment will be regarded as accepted. In the absence of such invitation from ICA-GROUP, the acceptance shall take place by delivery of the goods to the equipment or system pursuant to the Agreement.

10.2 The Client must immediately inspect the goods upon receipt of every Delivery. If no inspection or testing was agreed, any non-conformity and/or visible defect must be reported to ICA-GROUP immediately and at the latest within 5 working days after receipt of the goods, failing which any claim in respect of ICA-GROUP shall lapse. In the event of a non-conformity and/or visible defect in the goods supplied, which is properly discovered, ICA-GROUP has the right to replace these goods without the Client being able to cancel the order and/or claim any damages.

10.3 In the event of colouring, shading and/or aesthetic aspect of the goods may never be subject to the Client's acceptance. Once the goods have been assembled, altered or treated in any way by the Client, no complaints, if any, shall be accepted.

10.4 With regard to the Performance of work, it applies that the signing of performance sheets and/or a P.O. and/or an amendment and/or a cover sheet in the presence of the Client, constitutes the Client's acceptance of the materiality of the performance reported therein and no complaints on this can be accepted. Complaints about the work performed and services rendered must in all other cases be reported immediately after their discovery and at the latest within 5 working days after the performance has been reported, in writing, with a detailed description of any possible shortcoming.

11. FORCE MAJEURE

11.1 Without prejudice to article 21.3 (Dissolution/Termination), neither of the parties shall be liable or owe compensation for damage resulting from an external cause that cannot be attributed to it because of force majeure and/or chance. Any penalties for delay do not apply if and insofar as the delay was caused by force majeure and/or chance. The parties hereby explicitly agree that the following situations, among others, result in force majeure, both if they themselves and their subcontractors are affected by force majeure: force majeure of the person or of the personnel of one of the parties, import or export restrictions, trade embargoes, disasters, extreme weather conditions such as but not limited to heavy storms and/or flooding, fire, terrorist actions, armed conflict, war, riots, epidemics and/or pandemics such as but not limited to avian flu and influenza A (H1N1), the "arabisch flu".

11.2 The force majeure situation shall be extended by the period for which the force majeure situation persists.

11.3 If the force majeure situation lasts longer than 3 months, either of the parties can terminate and/or dissolve the Agreement in writing, without any further liability or compensation for any damage, without prejudice to article 13.3 (Dissolution/Termination). The party that terminates the Agreement shall notify the other party in writing (email is also considered writing) immediately if a delay becomes likely or unavoidable.

12. GUARANTEE

12.1 ICA-GROUP guarantees the soundness of the goods it supplies in the sense that in the event of shortcomings in construction, material or finishing that emerge during the guarantee period and with regard to which a complaint has been submitted on time, it will either resupply the good free of charge or repair it free of charge, at ICA-GROUP's expense.

12.2 The guarantee extends for 12 months from delivery in accordance with article 8 (Delivery period/Delivery). For goods that, as a rule, are in motion day and night, the guarantee extends for 6 months from delivery.

12.3 The Client must complain within 5 working days after delivery of any nonconformity and/or visible defects if no inspection or testing took place at the time of or was agreed, failing which any claim in respect of ICA-GROUP shall lapse.

12.4 Claims concerning shortcomings other than nonconformity and/or visible defects must take place within 14 days after the shortcoming emerges, subject to forfeiture of any claim in respect of ICA-GROUP.

12.5 Any right to guarantee shall lapse if:

a. The instructions for storage, placement, testing, installation, assembly, inspection, maintenance and/or use given by ICA-GROUP have not been followed exactly;

b. the goods supplied have been used inexpertly or not in accordance with the intended or customary use;

c. the Client or third parties not engaged by ICA-GROUP have performed work on the goods supplied by ICA-GROUP without ICA-GROUP's permission;

d. the Client has failed to comply or to comply properly or on time with the instructions for storage, placement, testing, installation, assembly, inspection, maintenance and/or use given by ICA-GROUP.

12.6 For goods or parts of goods that ICA-GROUP purchases from third parties, ICA-GROUP's guarantee obligations in respect of the Client never exceed or last longer than the guarantee obligations of those third parties in respect of ICA-GROUP. ICA-GROUP will be discharged of these obligations when it transfers its claim on this third party to the Client.

12.7 No guarantee applies for glass, porcelain and fragile goods or for damage to enamel.

12.8 The Client is required to enable ICA-GROUP to provide a guarantee if required.

12.9 Applicability of the guarantee to be provided is disputed by ICA-GROUP, the Client is required to demonstrate that the conditions for this have been met. The applicability of the guarantee depends on the proof from the Client that it has already satisfied all its obligations with respect to ICA-GROUP. Any interference with the contractual equipment and/or the performance of the work is not explicitly charged with this, if permitted by ICA-GROUP entails by operation of law the forfeiture of the advantage of the guarantee.

12.10 The guarantees and remedies in the Agreement are exclusive and cover the full liability of ICA-GROUP in relation to the quality and guarantee of the goods, work and/or services supplied.

13. VICARIOUS TAKS LIABILITY AND/OR SEVERAL LIABILITY FOR SOCIAL AND FISCAL OBLIGATIONS

The Client commits to lend ICA-GROUP its full cooperation if work is performed on location, manufacturing and/or other third parties engaged by ICA-GROUP and ICA-GROUP is severally liable pursuant to the applicable legislation for the social and fiscal charges, premiums, VAT and withholding taks, including national insurance contributions and all other laws, rulings and decisions by the government which relate to this, owed by its contracting partner to fulfill these social and fiscal charges etc..

14. LIABILITY/INDEMNITY

14.1 Notwithstanding any contrary or deviating provision(s) in the Agreement, the parties agree that ICA-GROUP shall not be liable for loss before the claim arises, interruption of operations and/or operational losses, costs related to the replacement of energy supply, increase in costs, loss of expected savings, or any other special, indirect or Consequential damage of any nature whatsoever.

14.2 Notwithstanding any contrary or deviating provision(s) in the Agreement, ICA-GROUP shall be liable for the total liability of ICA-GROUP for direct damage, losses, costs and/or expenditure that is the result of the performance, non-performance or incorrect performance of the Agreement by ICA-GROUP shall in any event be limited to the contract sum.

14.3 ICA-GROUP shall never be required to pay replacement or additional damages, except if and insofar the damage suffered was caused by intent, deception or deliberate recklessness on the part of ICA-GROUP or its own employees.

14.4 Any claim in respect of ICA-GROUP, except for a claim acknowledged by ICA-GROUP, lapses by the mere expiration of 12 months after the claim arises.

14.5 Conditions that limit, exclude or fix liability, which can be invoked against ICA-GROUP by suppliers or subcontractors of ICA-GROUP in connection with the goods supplied

may also be invoked against the Client by ICA-GROUP.

14.6 The employees of ICA-GROUP or assistants engaged by ICA-GROUP for the performance of the Agreement can invoke against the Client all defenses that can be derived from the Agreement as if they themselves were party to the Agreement.

14.7 The Client shall indemnify ICA-GROUP, its employees and any assistants engaged by ICA-GROUP for the Agreement against any third-party claim in connection with ICA-GROUP's performance of the Agreement, insofar as these claims are more or different than that which accrue to the Client in respect of ICA-GROUP.

14.8 In connection with the goods to be supplied, the Client shall strictly comply with all applicable international, national and/or regional export and usage restrictions. The Client shall indemnify ICA-GROUP against any damage that arises for ICA-GROUP by any violation of these restrictions.

15. INSURANCE

15.1 The Client has and shall maintain adequate insurance for professional and corporate liability. At ICA-GROUP's request, the Client shall immediately submit the policy and proof of payment of premium.

15.2 Without prejudice to the liability of each pursuant to the law or the Agreement, the Client may conclude Construction All Risks insurance policy for the equipment, systems and/or equipment of the Client, which is deductible, as well as any damage not covered by the policy, shall always remain at the expense of the Client. The Client commits to immediately notify ICA-GROUP of all obligations and to comply with the obligations that are set down in the policy.

16. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

16.1 The intellectual and industrial property rights relating to the Supply of goods, Performance of work, the contractual equipment or systems and the assembly procedures are and remain fully and exclusively the property of ICA-GROUP.

16.2 The industrial and intellectual property rights to or in connection with the goods supplied remain with ICA-GROUP or third-party right-holders and never transfer to the Client. The same applies for all programs with which the equipment or systems ordered are equipped. The supply and/or use of the equipment or systems pursuant to the Agreement shall give ICA-GROUP the right to terminate the Agreement and shall give ICA-GROUP consequently consists of a simple use license stripped of any exclusivity and aimed at the Client's particular needs.

17. COMPLIANCE

17.1 The Client hereby guarantees that it shall not make any payments, gifts or other advantages to its customers, to government officials or to agents, directors, managers and employees of ICA-GROUP or to any other party whatsoever in a manner that is in violation of applicable legislation and guarantees that it is not aware that other persons will do this, and that it will satisfy all applicable legislation and regulation, by-laws and other applicable laws, regulations, orders and decrees.

17.2 Nothing in the Agreement shall result in ICA-GROUP's liability to compensate the Client for any such payment provided or promised.

17.3 The fundamental breach by the Client of any of the obligations contained above in paragraph 17.1 (Compliance) could be viewed by ICA-GROUP as a breach of the Code of Conduct. In that case, the Client shall give ICA-GROUP the right to terminate the Agreement by operation of law with immediate effect, without detracting from any other of ICA-GROUP's rights or means of redress under the Agreement or the applicable legislation. The Client shall indemnify ICA-GROUP against all liability, damage, costs or expenses caused by ICA-GROUP as the result of such a breach of the aforementioned obligations and termination of the Agreement.

17.4 The Client hereby acknowledges and confirms that it has received a copy of ICA-GROUP's Code of Conduct or that it has received information on how it can access the Code of Conduct. In that case, the Client agrees to comply with its contractual obligations under the Agreement according to essentially comparable standards of ethical behavior.

17.5 ICA-GROUP has set up the following reporting channels by which the Client and its employees can report suspected violations of applicable legislation, applicable policy or applicable behavioral standards:

18. EXPORT CONTROLS

18.1 The Client acknowledges that the goods to be supplied could be subject to national and/or foreign statutory provisions and regulations for export controls, and may not be sold, leased out or otherwise transferred or otherwise processed other than as agreed without the necessary export permits from the competent authorities. The Client declares it shall adhere to such provisions and regulations. The Client is aware that certain provisions and regulations may change and thereafter still apply to the Agreement, as formulated at the time the Agreement was concluded. In that case, the Client agrees to comply with any new laws, regulations or indirectly be used in connection with the design, production, storage or use of chemical, biological or nuclear weapons or transport systems. The goods supplied may not be used for military or nuclear applications without ICA-GROUP's prior written permission.

18.2 ICA-GROUP's liability for the performance of the Agreement depends on the obtaining of the export and/or re-export permits from the competent authorities in the countries of origin of the products offered, including parts and components and/or technology, to the extent legally required. The refusal, revocation or invalidity of the aforementioned export and/or re-export permits as the result of events outside ICA-GROUP's control shall not affect the Client's liability for the performance of the Agreement of the particular products, technology, works and/or services and of which liability is its part for damage that could arise from this.

18.4 Offer and order acceptance depend on receipt of a declaration of proposed use (civil, non-nuclear), if and insofar as required by law or by ICA-GROUP.

19. SECURITY

Both parties shall treat confidential information from the other party with the same care observed for their own confidential information and they shall not pass on this information to third parties unless they have

obtained the other party's written permission to do so. This does not apply for the passing on of information to group companies as long as these have been reminded of these confidentiality obligations prior to the disclosure. This requirement extends beyond termination of the Agreement and beyond the termination of the particular contract. Information available in the public domain without this being due to the actions of the recipient party is not confidential information. The parties shall identify confidential information as such as possible.

20. SAFETY

20.1 The Client and its employees or third parties it engages are required to observe the government-imposed safety and environmental regulations and to follow the regulations, instructions and indications in effect at the location where the work is performed concerning order, safety, the environment and monitoring.

20.2 Pursuant to the Agreement under the Agreement under the suspensive condition that the Client must prove that a safety risk assessment and evaluation has recently been performed of the equipment to be maintained and the spaces in which this equipment is set up and that concrete and effective safety measures were taken in response to that. If it is ascertained that the preventive or other measures taken are insufficient, the service and/or maintenance work shall be postponed until it is demonstrated that the situation is entirely safe.

20.3 Prior to ICA-GROUP's performance of initial maintenance on the equipment at the Client, the Client must provide a copy of the applicable Agreement and in particular the regulations that apply for the equipment to be maintained.

20.4 The Client must also send ICA-GROUP a copy of its company regulations prior to a first visit.

21. DISSOLUTION/TERMINATION

21.1 If the Client fails to comply with one or more of its obligations, or fails to do so on time or properly, is declared bankrupt, applies for a (provisional) suspension of payments, starts liquidation of its business, or its assets are entirely or partially seized, ICA-GROUP has the right to suspend performance of the Agreement or entirely or partially terminate and/or dissolve the Agreement by operation of law without prior notice of default, by a written statement, as it chooses and always with retention of any right it has to compensation of costs, damage and interest.

21.2 The Client only has the right to terminate and/or dissolve the Agreement in the cases and under the conditions stipulated in articles 8.3 and 8.5 (Delivery period/Delivery) of these terms and conditions and only after payment to ICA-GROUP of all amounts owed to ICA-GROUP at that moment, whether or not due.

21.3 If the Agreement ends on grounds of article 11.1 (Force Majeure) before the agreed Supply of goods and/or Performance of work is completed or the time during which it would have been performed has passed, ICA-GROUP is entitled to the full price agreed for those deliveries and/or performance, less the savings directly arising from the termination. If the Agreement ends on grounds of article 11.2 (Force Majeure), ICA-GROUP is entitled to a part of the agreed price proportionate to the ratio of what has already been delivered at the time of the termination to the agreed or full Supply of goods and/or Performance of work, less the savings directly arising from the termination. Costs already incurred or investments already made at the time the Agreement is terminated must fully be compensated by the Client.

22. DIVISIBILITY

22.1 If one or more provisions of these terms and conditions of the Agreement are declared invalid, illegal or non-enforceable in any respect, this does not affect the validity of the remaining provisions, and enforceability of the rest of the provisions of this Agreement shall not be affected in any way.

22.2 If such an invalid, illegal or unenforceable provision affects the essence of the general terms and conditions of the Agreement, the parties shall immediately negotiate in good faith to find a legal and valid replacement provision.

23. CYBERSECURITY PROTECTION

23.1 Unless otherwise agreed, upon delivery of any equipment provided by the Supplier, the Buyer shall be solely responsible for system integrations and/or system security engineering for any equipment not provided by the Supplier.

It is the Buyer's sole responsibility to protect the equipment and its logbearing system components (e.g. hardware, firmware, and software) against unauthorized access, use, modification, or theft. The Buyer shall ensure Cybersecurity Threat or Internal Cybersecurity Threat, including against hardware and software vulnerabilities. In recognition of the foregoing, the Buyer agrees and covenants that it shall use the degree of care appropriate to prevent unauthorized access, use, or hacking of the Critical Components provided by ICA-GROUP, which originated outside of the physical site housing such equipment.

23.2 "External Cybersecurity Threat" is any threat, act, attack or other incident which negatively affects the reliable workings of any equipment provided by the Supplier, which originated outside of the physical site housing such equipment.

23.3 "Internal Cybersecurity Threat" is any threat, act, attack or other incident which negatively affects the reliable workings of any equipment provided by the Supplier, which originated inside of the physical site housing such equipment.

24. DISPUTES/APPLICABLE LAW

24.1 The law of the city/where the entity with which the Agreement is concluded has its registered office applies to the Agreement. If an Agreement is concluded with an entity of ICA-GROUP in the Netherlands, then Dutch law applies to the Agreement.

24.2 All disputes between the parties concerning an Agreement, including the current terms and conditions, to which Dutch law applies, will exclusively be settled by the competent court in Breda.

24.3 The United Nations Convention on contracts for the international sales of goods 1980 ("CISG") (the Vienna Convention) does not apply to the Agreement.

24.4 These general terms and conditions have been drawn up in the Dutch and English languages. In the case of any dispute about the contents or meaning of these general terms and conditions the Dutch language version will be binding.

25. PRIVACY

ICA GROUP respects your right to privacy. Your details will not be handed on to third parties. With this privacy declaration we would like to inform you about the way we process your data and the way that we intend to use your details. Our Privacy Policy in short:

25.1 We will not sell your personal information that you give to us, including your email, and will only use it for internal purposes of our company group.

25.2 We place various cookies on your browser to understand how you're using our website and how we can provide and improve our communications aligning with your requirements. Some of the cookies are for third parties that help us advertise and measure the impact of our website, which allows us to manage our publicity funds more efficiently.

25.3 For surfing on our website we do not ask you to provide any personal details. Every time you visit our website we do monitor your click behavior. That means that the pages that you visit, the destinations you request and the page through which you exit our website will be registered. We do this solely to measure interest for certain aspects of our website and in order to better adjust our offers to your wishes. These details are used exclusively for our own research.