



# **GENERAL TERMS AND CONDITIONS**

## **M.J. VAN RIEL B.V.**

**Effective date** : March 13, 2017  
**Version number** : 2.3

M.J. van Riel B.V. is registered under Chamber of Commerce number 18007262 (formerly M.J. van Riel Kraanverhuur en Transport B.V.). The General Terms and Conditions - version 2.2 - of M.J. van Riel B.V. are in force from 30 June 2015.

#### **Art. 1 - Applicable provisions – General**

The provisions of the current General Terms and Conditions - including, in the following, also these specific conditions to which reference is hereafter made - apply insofar that they are not at variance with mandatory law as defined hereafter under 2.14.

As regards to the rule of Directory Law - as defined under 2.15 - that is only applicable insofar it is not at variance with or deviates from or is pursuant to the current General Terms and Conditions.

#### **Art. 2 - Definitions**

##### *2.1 Van Riel*

The private limited company M.J. van Riel B.V., with registered office at Zevenheuvelenweg 23, 5048 AN in Tilburg, together with all its allied companies that are governed by these current conditions, is referred to here in short as 'Van Riel'.

##### *2.2 Client*

The natural or private law (legal) person with which Van Riel has concluded a Contract.

##### *2.3 Contract*

The Contract between Van Riel and a Client, pursuant to which Van Riel, represented by a properly authorised official, has undertaken to perform a certain task for or supply a service to Client, all in the broadest sense of the word.

##### *2.4 Contract of carriage*

The Contract whereby Van Riel undertakes to transport goods for the Client as shipper. A contract of carriage covers solely the actual transportation, that is moving items on board a means of transport and so - among other things - not loading onto and unloading from that means of transport, irrespective of whether that is or is not provided by or on behalf of Van Riel, nor transshipment, storage, whether or not while waiting in transit, hoisting, or any other activity that does not involve moving the goods.

##### *2.5 Hoisting*

The Contract whereby Van Riel, whether or not in the context of a contract for carriage or other contract, undertakes to perform hoisting activities for the Client with cranes, telehandlers, lorry loading cranes and other hoisting tools, such matters in the broadest sense of the word, as well as also making such equipment and hoisting tools available, either with or without machinist / operating personnel. "Hoisting work" emphatically also includes loading and unloading of a means of transport, as well as, in appropriate circumstances the transfer of a load or burden to storage places, or the transshipment thereof from one means of transport to another or any other transshipment.

##### *2.6 Assembly, dismantling, relocating or stowing*

The Contract, whereby Van Riel undertakes, on behalf of the Client, to assemble, dismantle, relocate or stow those goods designated by the Client, including (electronically) connecting or disconnecting, assembling, packaging suitably for transport, sliding on and off and/or jacking the items up from or down onto the foundation, whether or not preceded or followed by a transport, and also preparing those goods for shipment at the place of departure and/or unpacking and erecting them at the place of destination, everything in the broadest sense of the word.

##### *2.7 Storage general*

The Contract whereby Van Riel undertakes to store goods at a place designated by Van Riel during an agreed period of time. Any actions by Van Riel for receiving and delivering shipments, and also any manipulations to the goods in connection with the storage, are not covered by the term "storage", but instead by "hoisting" and "assembly".

##### *2.8 Storage of machines etc.*

Storage as intended in the General Terms and Conditions for the Safekeeping of Removal Goods 2006, or alternatively the latest version of those terms and conditions which has appeared subsequently.

##### *2.9 Transport medium*

The medium over which the goods shall be transported, thus the road, the inland waterways, the sea, the railways, the air, or any other medium.

##### *2.10 Single transport*

The shipping agreement under which Van Riel undertakes to ship the goods via only on transport medium.

##### *2.11 Combined (multimodal) transport*

The Contract whereby Van Riel undertakes towards the Client in one and the same Contract to transport goods over at least two transport media.

### *2.12 Total project implementation*

The Contract whereby Van Riel in one and the same Contract undertakes to advise on, or to supervise, to perform or have performed all the activities necessary to achieve a certain project - for example, all-in transport from foundation to foundation, company removals, project implementation - from start to finish.

### *2.13 Road signage*

Making available material and providing services to and for the benefit of road authorities and other parties involved in construction and maintenance of roads.

### *2.14 Mandatory Law*

Those (legal) rules from Dutch or foreign law or pursuant to applicable international treaties, from which the one party to the contract is not, pursuant to the law or legal precedents, free to deviate by Contract.

### *2.15 Directory Law*

Those (legal) rules from Dutch or foreign law or pursuant to applicable international treaties, from which the one party to the contract is, pursuant to the law or legal precedents, free to deviate by Contract.

## **Art. 3 - General provisions**

### *3.1. Applicability*

The current General Terms and Conditions are applicable to all - and thus irrespective of whether they are explicitly described in these general terms and conditions - offers made, Contracts concluded and the execution of any legal and actual action made and/or undertaken by Van Riel, whether as sub-contractor or not, and with the exception of offers and Contracts concerning trainings and the sale of movable property, to which separate conditions apply.

### *3.2 Deviations from conditions*

Deviations from these conditions are only valid if and insofar as that are confirmed in advance in writing by Van Riel.

Should any articles in these General Terms and Conditions contradict that which has been agreed in writing with the Client in a specific contract or agreement, the agreements as laid down in the contract or agreement with the Client shall prevail.

### *3.3. Exclusion*

Unless expressly agreed otherwise, the applicability of any General Terms and Conditions applied by the Client is excluded.

### *3.4 Offers*

Regardless of the form in which they are issued, all offers made by Van Riel are subject to contract.

### *3.5 Deviations from offers*

Deviations from offers only commit Van Riel if they are confirmed in writing by Van Riel.

### *3.6 Prices*

All prices stated by Van Riel are exclusive of VAT and based on the situation that was valid at the time of stating the price. In the event of a subsequent price increase of one or more cost price factors, such as purchasing prices, wage costs, taxes, social insurance contributions, carriage costs, fuel costs, insurance costs, changes in exchange rates and so on, Van Riel is entitled to raise the original price in line with such increases. Van Riel shall promptly inform the Client of this in advance. In addition, bridge calculations, route scouting, VLM calculations, police supervision etc. are not included in the price unless explicitly agreed otherwise in writing.

### *3.7 Insurance*

The latest version of the CMR/AVC conditions are applicable by default on all transport by trucks. Further, Van Riel shall, for the benefit of the Client, not conclude any other (goods) insurance with regard to the goods about which a Contract is entered into with the Client, unless the Client implicitly requests this in writing in advance and written confirmation from Van Riel follows. The loads to be hoisted, on the other hand, are not insured by Van Riel. Only those additional provisions to be taken by Van Riel, as stated in its quotations and/or confirmation of the assignment, are included in the rental fee.

### *3.8 Collateral*

Van Riel is entitled, before commencing with the execution of any assignment granted to it, and also in every stage of the subsequent work, to demand satisfactory collateral from the Client to ensure that the Client shall meet its obligations. While the Client has not provided the requested collateral, Van Riel is entitled to postpone its activities, such notwithstanding the provisions concerning suspension and termination of the Contract pursuant to the Law and the specific General Terms and Conditions stated later.

### *3.9 Payment*

Unless agreed otherwise, the Client undertakes to pay the invoices submitted to him within 14 days. If no payment is received within this period, the Client is, without the need for a letter of demand or notice of default, automatically in default and he is liable to a default interest over the principal equal to 1.5% per month from the due date of the invoice until its payment in full. Notwithstanding the proceeding, Van Riel reserves the right to charge the Client all the direct additional administrative staff costs involved in the delayed payment, by invoicing him an amount of € 40.00 per man hour and € 25.00 for each written letter of demand.

### *3.10 Setting off debts, refusal or suspension*

The Client is not entitled to set off debts, nor can the Client refuse or suspend payment for alleged inadequate or incomplete compliance with the performance demanded of Van Riel if Van Riel has not acknowledged this allegation in writing.

### *3.11 Payment obligation in the event of multiple clients*

In the event that there is more than one Client, each of the Clients is jointly and separately responsible for the payment as a whole, with this condition that the payment by one discharges the other.

### *3.12 Debts due and payable*

All claims by Van Riel – for whatever reason – become immediately due and payable and without prior notification or notice of default in events stated in article 14 of these General Terms and Conditions.

### *3.13 Collection*

In the event of default of payment, all costs, such as administration costs, legal and extrajudicial costs, including the costs of a petition for bankruptcy, shall be charged to the Client. The extrajudicial collection costs are payable at the moment that Van Riel presents the claim for collection and are at least 15% of the amount unpaid, with an absolute minimum of € 250.00.

### *3.14 Retention and right of pledge*

Van Riel is entitled to retain goods, documents and money from the Client at his expense and risk until the claims Van Riel has on the Client, for whatever reason, are paid in full.

### *3.15 Collateral*

All goods, documents and money that Van Riel, for whatever reason, has and/or shall receive, are considered collateral for the claims it has or shall have on the Client.

### *3.16 Validity of an offer*

Irrespective of the form in which an offer from Van Riel is issued, the offer is completely subject to contract and only in force for a period of one month, unless a different term is explicitly agreed or promised in writing.

All drawings, annexes, measurement or weight details and/or illustrations used for the offers are only binding if these are stated or accepted by Van Riel as starting-point for the offer. Deviations from offers only binding for Van Riel if they are accepted in writing by Van Riel.

If a revised version of a previously issued order is submitted, that stated in the earlier offer lapses without the possibility of any further rights being derived from it.

### *3.17 Accessibility to sites and locations*

The Client shall ensure that the sites and/or locations where the activities must take place are accessible and in good condition and also provide adequate and safe working conditions and sufficient space for manoeuvring the equipment deployed.

### *3.18 Licences and discretionary permits*

Should Van Riel, under the terms of the contract, have offered the supplementary service of applying for licences or discretionary permits, this service is exclusively a commitment to make every effort and not an obligation of result, since Van Riel has little or no influence on the speed with which the licence or permit issuer acts.

## **Art. 4 - Liability**

### *4.1 Acceptance of liability*

The current article is only applicable if and to the extent that it is not at variance with mandatory law, or at variance with the liability regime laid down in the conditions stated which are applicable to certain activities of Van Riel. Van Riel only accepts liability for damage caused to the goods entrusted to it and only from the moment that they are received by Van Riel to the moment of their delivery to the Client or to the consignee designated by the Client, and only to the maximum of the liability limit stated hereafter.

### *4.2 Liability limit*

The damage to be compensated by Van Riel shall be set pursuant to the liability regime laid down in the specific conditions stated hereafter applicable to the corresponding specific activities of Van Riel. The compensation shall, however, never exceed the invoice value of the goods which can be proven by the Client. If the aforementioned invoice value cannot be determined, then use shall instead be made of the market value of the goods at the time of reception of those goods by Van Riel which can be proven by Client, or that which is determined for this in the applicable provisions as stated in articles 5 and 6 of these General Terms and Conditions.

Van Riel is, in the event of intent or gross negligence, in no case liable for more than an amount equal to € 2,500,000.00 per occurrence or series of occurrences with the same cause. In the event of damage during transport, the liability for damage or loss of the goods accepted for transport is restricted to the amounts stated in the AVC and/or CMR conditions in force.

### *4.3 Exclusion of liability*

Van Riel is not liable for any damage other than that stated in art. 4.2 (including non-material damage, lost income, trading loss, consequential damages and no other financial adverse effect, no matter how it arises, also included damage caused by incorrect advices from Van Riel and damage caused by delay).

#### 4.4 Force majeure

Force majeure covers all circumstances that Van Riel could not reasonably have foreseen and the results of which it could not reasonably forestall. In the event of force majeure, the Contract remains in force and the obligations of Van Riel are suspended for the duration of the force majeure, without Van Riel committing an attributable breach in meeting its obligations arising from the Contract and without the Client being able to claim interest, damage or cost compensation. All reasonable, additional costs as a consequence of this same force majeure are for the expense of the Client.

#### 4.5 Subordinates and sub-contractors

Van Riel is entitled to make use of third parties for the fulfilment of the Contract, whether or not sub-contractors. To the extent that these third parties perform activities that belong to the core tasks - hoisting, transport, machinery relocation and assembly - of Van Riel, Van Riel shall warrant the performance by such third parties as if they were its own subordinates. However, it is emphatically stipulated that Van Riel is not liable for damage caused by third parties who perform activities that are not among the core tasks of Van Riel, nor for damage caused by intent or by gross negligence on the part of these subordinates or sub-contractors.

Should the subordinates and sub-contractors intended earlier be called to account by third parties outside this Contract concerning the activities for which they are used by Van Riel, it has been stipulated to their benefit that they may appeal to the provisions for exclusion or limitation of liability stated in these current terms and conditions. Any legal claim concerning liability, on whatever grounds, can only be brought by the Client or a third party within the limits of the Contract concluded by Van Riel. In the event of Van Riel being called to account by third parties outside the Contract, the Client undertakes to indemnify Van Riel in the matter at its first request.

#### 4.6 Hooking up loads for hoisting

In case of hoisting loads, commissioned by the ordering party, are to be hooked up or hooked off by one of its own employees or subcontractors, the concerning rigger has to meet the next requirements:

- The ability to speak the Dutch and/or English language fluently, as well as the specific terminology and arm signs which are required to adequately guiding and communicating with the crane driver or operator of the car-loading crane.
- Is under responsibility of the ordering party adequately trained for rigging jobs.
- Is familiar with the use of a walkie-talkie.

#### Art. 5 - Applicable provisions - Transport

With due regard for the foregoing, the following rules apply concerning the means of transport indicated:

- 5.1 the Civil Code, supplemented by the General Transport Conditions 2015. For cross border road transport: the provisions of the CMR treaty;
- 5.2 The General Terms and Conditions Exceptional Transport (AVET);
- 5.3 ADR regulations;
- 5.4 for transport on inland waterways: Title 10 of Book 8 of the Civil Code, supplemented by the Affreightment Conditions 1991;
- 5.5 domestic transport by rail: the Railways Act and the regulations based thereon, including the General Transport Conditions;
- 5.6 for cross-border transport by rail: the COTIF/CIM treaty;
- 5.7 transport over sea: Title 5 of Book 8 of the Civil Code;
- 5.8 moving goods: Title 13, Section 4 of Book 8 of the Civil Code, supplemented as stated hereafter in 6.9 and 6.10;
- 5.9 shipment: Articles 60-73 of Book 8 of the Civil Code, supplemented by the Dutch Forwarding Conditions, as filed with the Registrar of the District Courts in Amsterdam, Arnhem, Breda and Rotterdam on 1 July 2002.
- 5.10 Transport through the air: the Treaty of Warsaw of 1929, as amended by the provisions of the Hague Protocol of 1955 and/or the Montreal 4 Protocol of 1975.
- 5.11 With regard to all the provisions listed above the following applies that if there has subsequently been an amended version to the one stated, the latest version is always applicable.

#### Art. 6 - Applicable conditions, specific activities

With due regard for the foregoing, the following conditions apply for the means of transport indicated:

##### 6.1 Hoisting

The General & Special Conditions for the Association of Vertical Transport, filed with the Registrar of the District courts in Amsterdam and Rotterdam. These conditions have been in force since January 2010, or the latest version of the conditions filed since then.

##### 6.2 Conditions for the use of floating sheerlegs

If the hoisting work takes place with the help of one or more floating sheerlegs, the Conditions for the use of floating sheerlegs 1976, filed with the Registrar of the District Courts in Rotterdam, Amsterdam and Middelburg on 1 January 1977, or the latest version of the conditions filed since then.

#### *6.3 Assembling and dismantling*

The General Terms and Conditions for the Metal Union are applicable, as filed with the Registrar of the Court in Rotterdam, as this appear in the last text filed there.

#### *6.4 General Storage and Distribution*

The Dutch Storage Conditions and the General Terms and Conditions for Distribution Transport, in the latest version of filed text.

#### *6.5 Storage of machinery and equipment*

The General Terms and Conditions for the Custody of Removal Goods (AVBA 2006), or the latest version of these conditions filed since then.

#### *6.6 Combined (multimodal) transport*

For each part of the transport, the legal rules applicable to that part of the transport shall apply, to the extent that these rules are mandatory law. Insofar as no mandatory law is applicable - which is primarily the case during the periods in which the goods are not on, in or on board any means of transport - the specific activities are governed by the conditions stated above.

#### *6.7 Corporate and industrial removals*

The General Terms and Conditions for Company Relocations (AVB 2009). These conditions have been in force since January 2009, or the latest version of the conditions filed since then.

#### *6.8 Road signage*

The General & Special Conditions for the Association of Vertical Transport, filed with the Registrar of the District courts in Amsterdam and Rotterdam. These conditions have been in force since January 2010, or the latest version of the conditions filed since then.

#### *6.9 Total project implementation*

Each specific section of the Contract to be carried out by Van Riel is governed by the legal rules and conditions as stated above for the specific activities.

#### *6.10 Other activities*

With regards to other actions and activities that Van Riel performs and/or has undertaken to perform or have performed, the usual terms valid in the branch or respectively the conditions whose application is demanded shall also apply.

### **Art. 7 - Liability Client**

The Client is liable to Van Riel for any damage as a consequence of the goods entrusted to Van Riel and their nature, together with that caused by their packaging. In addition, the Client is liable to Van Riel for incorrect and/or inaccurate or late instructions and not making the goods available (on time) at the agreed time, and any fault or negligence in general by the Client, his subordinates and/or any third party engaged by him.

### **Art. 8 - Lapse of time/Forfeiture**

Notwithstanding any applicable mandatory law provisions, each claim on Van Riel lapses simply through the passage of time of four weeks, and any claim against Van Riel is forfeited simply through the passage of time of eight weeks. The terms begin on the day after the event which caused the damage. In any case, every claim against Van Riel is forfeited simply by the passage of time of eight weeks following the termination of the Contract.

### **Art. 9 - Applicable law, competent court**

The Contract concluded with the Client is governed by Dutch law. In derogation from any jurisdiction and/or arbitration clauses included in the conditions stated, applicable to specific activities of Van Riel, all disputes between the Client and Van Riel shall be decided by the competent court in 's-Hertogenbosch.

### **Art. 10 - Adverse weather conditions**

For working with an hydraulic crane at greater heights, Van Riel applies the following principles: from wind force 6 Beaufort at the hoisting location, in thick mist or heavy precipitation, whereby the load can no longer be seen from the ground, no hoisting can take place (so-called "adverse weather conditions"). In the aforementioned case, the Client may, with due regard to that stated in Article 11, cancel the assignment.

*N.B.* The wind force of 6 Beaufort or more stated above determines that no hoisting may be undertaken with the crane from the viewpoint of strength and stability calculations. This does not mean that if there is less wind safe hoisting is always possible, since this is largely dependent on the nature, weight and size of the objects to be hoisted. For this, the Client should always consult with Van Riel in advance.

#### Art. 11 - Cancelling assignment

For cancelling a previous awarded assignment because of adverse weather conditions or otherwise, the following clauses apply:

- 11.1 If a service is cancelled by the Client no later than 12 noon on the work day prior to the execution date, Van Riel shall charge no costs. Any other costs already made by Van Riel or paid to third parties (such as costs for fencing, licences and/or discretionary permits, rental costs for auxiliary material and material etc.) shall be charged to the Client.
- 11.2 If a service is cancelled by the Client later than 12 noon but before 5.00 pm on the work day prior to the execution date, Van Riel shall charge 75% of the rental costs plus all additional costs as listed in 11.1. In the event of accepted work, the rental price is the contract price or for work on a cost-plus basis the prevailing minimum hourly fee.
- 11.3 If a service is cancelled by the Client later than 5.00 pm on the work day prior to the execution date or when an employee or piece of equipment has already arrived at the site even though it is not possible to operate, hoist or work because of “adverse weather conditions” or otherwise, Van Riel shall charge 100% of the rental costs plus all additional costs as listed in 11.1. In the event of accepted work, the rental price is the contract price or for work on a cost-plus basis the prevailing minimum hourly fee.
- 11.4 If the Client has the vehicle or employee wait at the work location (for example in expectation of improving weather conditions, a decrease in wind etc.), the waiting hours of the employee, the vehicle and any auxiliary material will be charged in full to the Client for the prevailing rental fees and for the minimum rental time.
- 11.5 If the activities have been accepted by Van Riel for a fixed fee, the waiting hours until the moment that the work can commence shall be invoiced based on the prevailing fees as additional work to the agreed contract price. In addition, all supplementary costs listed under point 11.1 shall be charged.
- 11.6 Cancelling, countermanding or postponing hoisting activities should at all times be done by the Client. If no written notification of cancellation or the like is received by Van Riel, we always assume that the activities shall take place, until, at the hoisting location, it should transpire that operating and hoisting with the crane at the location is not possible because of adverse weather conditions and/or is not responsible under the prevailing norms. In that event, the conditions stated under point 11.3 and point 11.4 respectively are once again in force.

#### Art. 12 - Activities during evenings, nights, weekends and public holidays

If activities are carried out on the orders of the Client during the night (that is, between midnight and 7.00 am), the following conditions apply:

- 12.1 All activities undertaken shall be charged according to the work slips of Van Riel certified by the representatives of the Client at the location. The deployed material shall be charged according to the fees applicable at that moment, with this condition that the rental price of the crane vehicle, truck/trailer combination or box truck shall be calculated from the moment that the operator or driver from Van Riel reports for work, until the moment that he leaves the work and has his work slip (digitally) certified. The working time stated here shall be increased with the normally applicable delivery and removal times for the material of Van Riel.
- 12.2 The machinist, operator or driver of the equipment stated in article 12.1 shall be charged on until the start of the normal working day - being 7.00 am - in those cases in which the activities involved, including travel time, have ended earlier. These hours shall be charged on to the Client as being “individual man hours”. In addition, the overtime surcharge as stated in our list of rates shall be charged.
- 12.3 The same conditions as stated in article 12.2 apply for employees of Van Riel who have only performed personal services for the Client, including assembly employees, machinery transporters etc.
- 12.4 Man hours in the evening and night between 6.00 pm and 6.00 am on normal working days, or during the weekend or on public holidays, shall be subject to an additional surcharge. For these man hours, the following additional charges apply:
- Evening/night hours on working days between 6.00 pm and 6.00 am: 30%
  - Saturday hours between midnight Friday and midnight Saturday : 50%
  - Sunday/ public holiday hours between midnight and midnight : 100%.

Insofar as a customer or assignment specific agreement does not include a reference fee for the man hour component within the fees for manned equipment, a basis fee of € 38.00 per man hour shall be used to calculate the surcharge.

#### Art. 13 - Long-term rental

- 13.1 A long-term rental occurs when an assignment lasts longer than four consecutive weeks. The rental price is based on a maximum of 40 hours per week, calculated from Monday to Friday.
- 13.2 The week between Christmas and New Year, the annual construction-workers holiday, and official public holidays and days off, shall not - if no work takes place - be charged to the Client. This also applies for the fixed days off stipulated in the Collective Labour Agreement of the Construction Industry, if Van Riel is notified of them at least five days in advance. Notwithstanding this, the Client is bound to keep paying the insurance costs during these periods, being 2% of the rental fee.

- 13.3 Any additional hours on working days from Monday to Friday shall be charged pro rata on the basis of the hourly rate (= week fee: 40) in the event of unmanned equipment, or increased with a possible surcharge as stated in article 12.4 in the event of manned equipment.
- 13.4 For deployment hours on Saturday, Sunday and public holidays, Van Riel Van Riel calculates for each unmanned piece of equipment per assignment the agree hour fee, being the week rate: 40.
- 13.5 For manned pieces of equipment, the same as that stated in 13.4 applies, with this condition that a surcharge is payable for the man hour component pursuant to that stated in article 12.4. The minimum rental period for manned pieces of equipment during the weekend or on public holidays is at least four hours per service per assignment.
- 13.6 If, in the period between the first Monday in November and the last Friday in March, work is suspended as a consequence of frost, the rent is still owed for those days that are not designated cold weather-related down time by the Construction Industry Social Fund Foundation. The Client owes the full rent for an official cold weather-related down-time day if the activities have partly or completely taken place. In all other cases than those stated here, at least 40 hours per week shall always be charged. All Van Riel prices are excluding VAT, however including insurance of the equipment.
- 13.7 If stagnation hours arise through technical malfunctions or other inadequacies to a crane, the Client may catch up on these hours without additional payment, but without Van Riel being bound to pay any compensation whatsoever.
- 13.8 If overtime licences are necessary, the Client shall arrange these.
- 13.9 If a rented piece of equipment has to be moved during the rental period on the orders of the Client from one site to another, the time needed for this relocation shall be charged as rental time. If trailers or other (auxiliary) material are required for such a relocation, the costs involved shall be charged on. A relocation may never take place without the knowledge and consent of Van Riel. The Client is not permitted to allow a piece of equipment to be operated or relocated by any staff other than those designated by Van Riel.
- 13.10 The prices stated are fixed during the work, with this condition that any rises in fuel prices and/or other increases imposed by the government shall be charged on, all this in mutual consultation. Van Riel shall accept no liability whatsoever for damage to underground objects such as well, piping etc. Barring these long-term conditions, all quotations and Agreements of Van Riel are subject to the provisions as stated in articles 5 and 6.

#### **Art. 14 - Terminating Contract**

- 14.1 Van Riel is entitled to immediately terminate or dissolve the Contract partially or completely, without notice of default and without resorting to law, if:
- The Client demonstrates culpable failure in complying with the obligations under this Contract or under other agreements arising from it;
  - The Clients partly or completely ends his business, for whatever reason;
  - The Client applies for (temporary) suspension of payments, is declared bankrupt, or is liquidated or dissolved;
  - The Client loses the power to dispose of his capital;
  - an attachment is made of a considerable part of the Client's equity;
  - The Client transfers a considerable part of his business activities to third parties;
  - The Client is placed under guardianship (also when this concerns a natural person);
  - On the death of the Client (if this is a natural person).
- 14.2 If because of force majeure or through circumstances that are for the account and risk of the Client, the activities are unreasonably delayed or when in any other way through unforeseen circumstances it is no longer reasonable for the Client to expect Van Riel to comply (unchanged) with the Contract, Van Riel is entitled to terminate or dissolve the Contract unilaterally in writing and without the intervention of the law.