

TERMS AND CONDITIONS MTD INTERNATIONAL B.V. 2025

1. DEFINITIONS

- For purposes of these general terms and conditions, the following definitions and descriptions shall apply (words in the singular include the plural and vice versa):
 - Assignment: an assignment or order, in whatever form or under whatever name, placed by the Client;
 - Client: a tenant and/or commissioning party, or prospective tenant and/or prospective commissioning party;
 - Contract: any contract between MTD and the Client;
 - GTC: these general terms and conditions;
 - Material: all products from MTD and components, ingredients, materials and auxiliary materials related to the Materials of MTD, regardless of the addition or designation given to them;
 - MTD: MTD International B.V. and/or an affiliated company;
 - Offer: an offer or quotation in any form or under any denomination made to the Client;
 - Rental Period: the period which begins at the moment the Materials leave the business premises of MTD and which ends at the moment the Materials are returned to the business premises of MTD;
 - Services: any services provided by MTD including renting out Materials and providing relating services, such as manufacture and delivery of Materials, transport of Materials, installation and dismantling of the Materials, for the purpose of temporary (drinking) water facilities, e.g. for festivals, concerts, (sports) events, industrial projects, refugee camps, on- and offshore projects;
 - Working Day: a calendar day, unless it falls on a generally recognized, or government or collective bargaining agreement prescribed rest or holiday, which starts at 08:00 and ends at 17:30.

2. APPLICABILITY

- These GTC shall govern any and all legal relationships between the Client and MTD, as well as any Offers, legal acts performed by MTD and Contracts.
- These GTC are an integral part of the Contract. By entering into a Contract the Client shall be deemed to be familiar with and to have accepted these GTC.
- Any reference to general terms and conditions other than those of MTD shall not affect the Offer, legal act or Contract(s) entered into. The applicability of any other general terms and conditions is explicitly rejected, unless MTD specifically accepts such reference in writing.
- MTD reserves the right to modify these GTC unilaterally. If the Client does not protest against the applicability of a new version of the GTC in writing within one week of receiving it, the new version shall replace the old version. Upon timely written protest, the Contract will remain in force unchanged, unless MTD terminates the Contract.
- Any deviation from these GTC applied or tolerated at any time by MTD to the benefit of the Client shall not entitle the Client to invoke such deviation during new Contracts or to claim that the application of such deviation is a given.
- Insofar as these GTC do not deviate from them, the applicable statutory regulations shall apply and the parties shall be obliged to observe the applicable statutory safety, health and environmental regulations and otherwise to comply with the regulations, instructions and indications regarding safety, the environment and control applicable at the location where the Services are performed.
- Except as otherwise expressly provided in the GTC, MTD entities shall not be responsible for the acts or omissions of any other MTD entity. Each MTD entity is a stand-alone, independent legal entity which carries out activities under the name "MTD", or under a related name.
- If any provision of these GTC or the Contract is nullified or void, the remaining provisions shall remain in full force and effect.

3. CONCLUSION OF THE CONTRACT

- The Contract shall be concluded by a written confirmation of the Assignment by MTD and shall, where applicable, have retroactive effect to the moment when MTD commenced the Services.
- All Offers and Assignments shall be binding upon MTD only if and insofar as they are confirmed by MTD in writing or electronically (by e-mail). All Offers are without obligation. Should an Offer be accepted by the Client, MTD shall be entitled to withdraw such Offer within five Working Days of receipt of the acceptance.
- All Offers and Contracts shall be made subject to the condition precedent that the Client is creditworthy and that, if desired, MTD can place the Contract with a credit insurance company, factoring company or similar undertaking.
- Any acceptance which differs in content from the Offer made shall constitute a rejection of the Offer and a new offer which shall not be binding upon MTD, unless an authorized person of MTD gives its written approval.
- Manifest errors and/or mistakes in any Offer shall release MTD from any obligation to perform and/or from any obligation to pay compensation arising therefrom, even after the Contract has been concluded.
- Any quotation of weight, size, price, illustrations, drawings etc. in catalogs, circulars, brochures etc. supplied by MTD, advertisements placed by MTD or any other data published by MTD shall never be binding on MTD and are intended only to provide the Client with a representation of what MTD is offering.
- The Contract constitutes the entire agreement between the Client and MTD relating to the subject of the Contract. Anything which has occurred or been discussed prior to the conclusion of the Contract shall be disregarded for the purposes of interpreting the Contract, unless such has been specifically stated in the Contract. The Contract replaces all previous written and oral agreements, quotations, understandings and communications with respect to the subject matter of the Contract. Amendments to the

Contract shall be valid only if they are in writing.

4. CONTRACT PRICE, RATES AND PRICES

- MTD reserves the right to amend prices and Offers as long as no Contract has been concluded. Within the term specified in the Offer, or in any event within fourteen days of the date of the Offer, the Client shall inform MTD in writing whether it accepts the Offer. Should the Client fail to respond within the specified period, MTD may withdraw or amend the Offer.
- The prices quoted by MTD are in Euro, unless agreed otherwise in writing, and exclusive of VAT and any other government levies or taxes.
- Any levy – by whatever name and in the broadest sense of the word – imposed by the government of the country where MTD is located in respect of the performance of the Services by MTD shall be payable in full by the Client. In the event that the Client is required to withhold any part of the contract sum pursuant to the applicable (fiscal) governmental regulations, the Client shall pay to MTD a compensation equal to the amount which the Client is required to withhold pursuant to the applicable (fiscal) governmental regulations, such that MTD shall at all times receive from the Client the full amount invoiced by MTD.
- MTD shall be entitled to raise the agreed price if any change occurs after conclusion of the Contract, including (but not limited to) an increase in the costs of services of third parties required for the performance of the Contract, an increase in wages, the introduction of new government taxes or an increase in existing government taxes, changes which are necessary or which the Client should reasonably understand are necessary in order to perform the Contract, changes to MTD's rates, etc. MTD shall inform the Client of any price increase as soon as possible. .
- A fixed contract price shall be agreed between the Client and MTD for the Services to be undertaken by MTD, with the exception of any additional work which shall be calculated in arrears.
- Unless otherwise agreed in the Contract, an estimate shall be adjusted in case this is necessary for the performance of the Services or in case of more work, for example, if the Assignment proves to be more complex or takes longer to complete than originally expected by MTD.
- In the event that the proper performance of MTD's Services is hindered, for example due to a change in safety regulations or other circumstances, MTD shall be entitled, after prior consultation with the Client, to amend or supplement the content of the Contract at its own discretion. The Services to be rendered in such event shall not, however, deviate substantially from the agreed Services. In the event that a fixed price has been agreed, MTD shall inform the Client in advance if the amendment or supplement to the Contract would result in the agreed price being exceeded. In such event the Client shall be required to reimburse MTD for any such excess. In case the Client does not accept the excess charges, MTD is not obligated to perform its Services.
- Notwithstanding the provisions in the previous sections, MTD may annually index its prices on January 1st in accordance with the data from the Consumer Price Index (CPI) with a reference date of September of the previous year. The parties shall apply the indexation as published by the CBS under the designation "000000 All Expenditures

5. MORE AND LESS WORK

- In case more work or less work leads to changes in costs and/or terms, MTD shall inform the Client: The Client is obligated to pay additional costs as a result of more or less work to MTD.
- The following events entail more or less work:
 - changes to the Contract or the GTC;
 - deviations from the amounts of the provisional sums;
 - deviations from estimated quantities;
 - extension of the term of execution as referred to in article 8;
 - more work or less work has been agreed between the parties in writing or is evident from the actual execution of the Services.
- Provisional sums are amounts stated in the Contract that are included in the price and intended for either the purchase of Materials , or the purchase of construction materials and the processing thereof, or the performance of Services, which cannot be determined to a sufficiently precise extent on the date of entering into the Contract and will need to be further specified by the Client.
- In the event that repairs or cleaning of the Materials provided by MTD become necessary as a result of inexpert handling by the Client, repairs carried out by third parties on behalf of the Client, the use of unsuitable accessories by the Client, or any other cause which cannot be deemed to constitute normal wear and tear which is within the control of the Client, the costs thereof shall be charged separately and additionally to the Client.

6. OBLIGATIONS MTD

- MTD shall be required to comply with all governmental regulations applicable with respect to the Services in the country where MTD is located. MTD shall not be liable for the consequences of any different regulations in any other country.
- MTD shall carry out the agreed Services in accordance with the requirements of good craftsmanship and is committed to performing the Services properly and in accordance with the terms of the Contract. MTD shall only undertake best efforts by virtue of a Contract. MTD shall carry out the Contract with the due care of a professional contractor acting reasonably and with reasonable skill.
- In performing its Services MTD shall comply with the drawings and/or specifications and/or instructions provided by the Client if they are in accordance with the applicable government regulations.
- MTD shall carry out the Services in such a way that the Materials assembled are suitable for the purpose agreed upon in the Contract, such if and insofar as this complies with the applicable government regulations.

5. In the event that MTD performs additional services for the Client, such as preparing designs, making assembly calculations, preparing construction drawings, informing clients or contact persons of the Client, as well as inspecting the construction work, conducting inspections and holding discussions, MTD shall be entitled to charge the Client separately for such services, unless otherwise agreed in writing.

7. OBLIGATIONS OF THE CLIENT

1. The Client shall be obliged to provide MTD with any information which may be relevant in connection with the performance of the Contract. The Client shall provide not only such information as MTD may request, but also such information as the Client may reasonably know or ought to know is relevant to the performance of the Contract.
2. In the event that the Client fails to provide the information referred to in paragraph 1 (in a timely manner), MTD shall be entitled to suspend its obligations under the Contract until such time as the information has been provided. Any additional costs incurred as a result of such delay shall be for the account of the Client. Should the information requested by MTD not be provided (in full) despite repeated requests by the Client, MTD shall be entitled to terminate the Contract without prior notice of default. In such event MTD shall never be liable for compensation. In such event the Client shall be liable to pay MTD compensation in full.
3. The Client is responsible for ensuring, at his own expense and risk, that:
 - a. any drawings and/or specifications and/or instructions on which Services to be undertaken by MTD are based have been verified and any specified dimensions and other data have been checked;
 - b. any work which is related to, but is not part of, the Services has been carried out properly and in a timely fashion;
 - c. the Client's own instructions and regulations are in the possession of MTD in good time prior to the commencement of the Services, in the absence of which MTD shall not be bound by such instructions and regulations;
 - d. all obstacles present on the site have been removed prior to the commencement of the Services;
 - e. the site is accessible for MTD's means of transport;
 - f. the Client is in possession of all the permits required for the Services;
 - g. the Client complies with all applicable government regulations, in particular with the safety rules;
 - h. the necessary power connections are available within a reasonable distance and that reasonable working conditions are present in the area where the Services are being performed;
 - i. the Services can proceed without disruption and, in particular, that no other work may be carried out that prevents assembly and/or disassembly of the Materials;
 - j. the delivered but not yet assembled Materials and tools can be stored in places which are accessible to MTD and which are designated for the storage of such Materials and tools;
 - k. suitable facilities for the staff of MTD shall be provided free of charge. Such facilities shall include – but not be limited to – sanitary facilities, parking facilities, rest facilities, sleeping accommodation, etc.;
 - l. the request, timely provision and payment of the costs for the provision of main connection point(s) and drainage point(s) as well as any sewerage, cleaning and environmental costs of utilities have been arranged.
4. The Client must inspect the Materials upon provision and assembly of the Materials, or at least prior to using the Materials. If the inspection reveals a defect in the Materials or the assembly of the Materials, the Client must inform MTD in writing as soon as possible, at least prior to using the Materials and at least within 2 Working Days after provision and assembly of the Materials. The Client shall not use the Materials before MTD has had the opportunity to inspect the defect, and if necessary remedy the defect, and before MTD has provided written approval to use the Materials.
5. In case of non-visible defects in the Materials, the Client must inform MTD in writing as soon as possible, at least within 1 Working Day, after the defect is or reasonably should have been discovered by the Client.
6. The Client shall ensure that MTD has detailed information about underground obstructions and utility lines – in the broadest sense of the word – as necessary for the performance of the Services. Any damage and consequential damages caused to utility pipelines and/or other underground obstructions which have not been reported shall be borne by the Client.
7. The Client shall be obliged to allow any third party wishing to exercise any right in respect of the Materials – in particular the Tax Authorities – to inspect these GTC immediately in order to inform them that the Materials are the property of MTD.
8. The Client shall not be permitted to remove, cover up, alter or deface the trademarks, numbers, names and/or other inscriptions affixed to the Materials or to add any other items thereto. Any necessary or desired changes to the Materials may only be made by MTD or by third parties designated by MTD.
9. The Client is not permitted to lease out, pledge to third parties, encumber or transfer any Materials, all in the broadest sense of the word, without the prior written consent of MTD.
10. The Client shall ensure that the Materials are operated by suitably qualified personnel who shall carefully follow any instructions given by MTD.
11. The Client must ensure that all safety precautions imposed by MTD are observed. In addition, the Client must also observe all safety precautions that could be required from a fairly proficient and reasonably acting user of the Materials. This may entail that the Client must make certain that additional safety warnings are installed, fences are placed and/or security personnel is hired at or near the Materials.
12. Daily maintenance during the Rental Period is the responsibility of the Client. In the event that the Client has any questions and/or uncertainties with respect to such maintenance, the Client shall contact MTD. The costs of such daily maintenance shall be for the account

of the Client.

13. The Client shall be obliged to take all necessary measures in order to protect the safety of the employees of MTD and others during the performance of their work on behalf of the Client and to protect such employees at the premises of the Client.
14. In the event that MTD, or any of its employees, discovers the presence of toxic material at the location where the Services are being carried out, or any other hazardous situation, the Client shall ensure that any measures which are (legally) necessary, as applicable on that date, are taken immediately in order to remove such hazardous situation so that the Contract can be safely performed again. As long as the Client has not taken any measures MTD is entitled to suspend the performance of its Services.
15. The Client shall at all reasonable times enable MTD, its representatives or insurers to inspect the Materials of MTD which are located on the premises of the Client. MTD shall cause the least possible disruption to the Client in the performance of such inspection.

8. TIMES AND DEADLINES

1. Unless it is unambiguously clear from the Contract that the times agreed upon constitute a strict deadline, the dates and times indicated are approximate and exceeding them will not entitle the Client to compensation and/or termination of the Contract. In case the dates and times are exceeded, the Client has to provide MTD with a written notice of default and provide MTD with a reasonable period to still perform the Services.
2. The Contract entered into by the parties is based on performance under normal (working and weather) conditions and during normal working hours. A Working Day shall be deemed to be unworkable if due to circumstances for which MTD is not responsible the majority of the workers cannot work for at least two hours. In such event MTD shall be entitled to extend the period within which the Services are to be completed or to charge the Client for any extra work which has to be done in order to enable MTD to complete the Services on time. The Client shall be free to opt for an extension of the deadline or to attempt to meet the deadline by working overtime. If, however, MTD does not succeed in doing so by means of overtime, it shall still be entitled to an extension of the deadline. This extension shall also apply in the event of any circumstances which are attributable to the Client or in the event of any amendment to the Contract.

9. OUTSOURCING

1. MTD shall at all times be authorized, without the need for the Client's consent, to subcontract any Services in whole or in part to third parties.
2. MTD shall be entitled at any time, without the need for the Client's prior consent, to assign to any third party all of its rights and obligations under any Contract concluded by it. By entering into a Contract, the Client agrees in advance to any transfer of rights and obligations by MTD to any third party.

10. PAYMENTS

1. Unless otherwise agreed, invoices must be paid on the due date, without any discount or compensation, by transfer to one of the MTD accounts stated on the invoice. If MTD does not receive payment within thirty (30) days of the invoice date, the Client shall be in default and MTD shall be entitled to charge interest.
2. In the event of late payment MTD shall charge interest at the rate of two per cent (2%) per month or part thereof calculated on a pro rata basis from the date of the invoice until the date of payment in full.
3. Any judicial or extrajudicial costs (including the costs of legal advisers) which MTD incurs in order to obtain the payment of any amount due from the Client shall be for the account of the Client. The extrajudicial costs shall at least amount to fifteen per cent (15%) of the principal sum due, and at least a minimum of €150.00 (one hundred and fifty euros) exclusive of VAT.
4. MTD shall be entitled to demand periodic payment and/or (partial) advance payment of invoices, even if a total price has been agreed. In this case, payment shall be made as a partial payment of the agreed total price.
5. The assertion of any right of retention or setoff by the Client is expressly excluded.
6. In the event of a breach of intellectual property rights and/or confidentiality, the Client owes MTD, immediately and without a summons or notice of default, a claimable penalty of € 10,000 (ten thousand euros) per breach and € 2,500 (two thousand five hundred euros) for each day that the breach continues, without prejudice to the right of MTD to claim damages, and without prejudice to the Client's obligation to keep performing its obligations.

11. WATER QUALITY

1. The Client warrants and is responsible that the quality and capacity of the water at the intake point complies with applicable laws and regulations regarding drinking water. Although MTD, in consultation with the Client, will estimate how much water will come out of the intake point, MTD is not responsible for the water supply.
2. The Client is considered to be the (temporary) owner/manager of a public water system. In these cases the manager/owner is responsible for the water supply and the hygiene of the drinking water from the main tap to the tapping points. This means that the Client must prevent bacteria, such as legionella, from multiplying in the water system.
3. MTD shall not be liable for any damages relating to the quality of the water, including – but not limited to – damages which may arise as a result of interruptions, deficiencies or changes in the quality of the water.
4. The Client hereby authorizes MTD to carry out additional investigations into the quality of the water and to take any necessary measures in relation to the water quality. Even if MTD tests the quality of the water and/or takes any measures, the Client remains responsible for the quality of the water. The costs arising from such additional work shall be borne by the Client.
5. If and to the extent that MTD has reasonable grounds for doubting the quality of the water,

including, but not limited to, the quality of the water at the intake point, MTD shall be entitled to cease its Services or to render inoperative the Materials which it has supplied. In such event, however, the Client shall be obligated to fulfil its financial obligations towards MTD.

6. The Client acknowledges that it is familiar with the dangers of exceedance of microbiological limits and is therefore aware that hot water installations in which the water temperature lies between 24 degrees Celsius and 60 degrees Celsius may pose a danger to public health. The Client shall take all measures that can reasonably be required of it or that are imposed by the government to prevent a risk of contamination as a result of legionella.
7. If and to the extent that equipment which was not supplied by MTD is connected to the Materials supplied by MTD, MTD shall not guarantee compatibility and drinking water quality.
8. Equipment and/or systems of the Client shall meet the following requirements:
 - a. they must be provided with an internationally recognized potable water certificate, examples of these are KIWA, WRAS, NSF, DWVG or local equivalents;
 - b. they must not – in the broadest sense – damage or endanger MTD Materials and must comply with applicable laws and regulations for water installations;
 - c. the Client shall extend its full cooperation to MTD in taking water samples and/or inspecting the connected devices and the materials used.

12. DELIVERY, RISK AND LIABILITY

1. The Client shall be deemed to have received the Materials in good condition and state of repair. Client shall use the Materials with care in accordance with their intended purpose and keep the Materials in good condition and state of repair at its own expense during the Rental Period, subject to normal wear and tear and ageing.
2. Unless otherwise agreed in writing, Client is not permitted to use the Services and/or Materials for purposes other than those for which they are intended under the Contract. The Client will do everything necessary to maintain the Materials and to prevent damage, disappearance, destruction, etc. of the Materials.
3. Without the written consent of MTD the Client is not permitted to make any changes to the Services and/or Materials.
4. Any agreements with or statements made by persons employed by MTD, subcontractors or other persons who have been engaged in connection with Services performed or to be performed by MTD shall only be binding upon MTD if such persons are authorized to do so and the agreement is confirmed in writing.
5. If and insofar as MTD is liable for any damages and/or losses, MTD shall only be liable to pay compensation in respect of such damage and/or loss up to a maximum amount equivalent to the net value (excluding VAT) of the Contract.
6. MTD shall never be liable for any indirect damages and/or losses and/or consequential damages and/or losses, including – but not limited to – loss of profit, reputational damages, loss of goodwill, lost chances, special damages and punitive damages.
7. In any case MTD's liability shall be limited to the amount paid out by its insurance.
8. In the event of any event which has caused or may cause damage to the Materials, the Client shall inform MTD in writing within twenty-four (24) hours thereof and shall provide MTD with all relevant details. Furthermore, in the event of theft, loss or damage, the Client shall have a report drawn up by the local police. Until the moment the damage is dealt with, the Rental Period will continue.
9. In the event that after the conclusion of the Contract the site on which the Contract is to be performed proves to be contaminated, the Client shall be liable for any consequences which may ensue for the performance of the Services and for any resulting damages, unless the aforementioned is the result of willful misconduct or gross negligence on the part of MTD.
10. The Client shall indemnify MTD against any claims of third parties for damages and/or loss as a result of or in connection with the Contract and/or the performance of the Contract, unless the damage and/or loss is attributable to MTD.
11. The liability of the Client referred to in this article shall not lapse in the event MTD has breached its duty to warn or has otherwise failed to exercise due skill and care.
12. MTD shall under no circumstances be liable for any loss or damage caused by or in connection with;
 - a. inaccurate and/or incomplete data provided by the Client;
 - b. improper or careless use of the Materials;
 - c. use of the Materials contrary to their purpose or contrary to instructions and/or directions of MTD;
 - d. normal wear and tear of the Materials;
 - e. taking the Materials into use while the Materials were already damaged at delivery and/or the Materials were not properly installed and the Client should reasonably have noticed such damage and/or improper installation.

13. INSURANCE

1. By accepting these GTC, the Client agrees that Materials shall not be insured from during the Rental Period.
2. The Client must ensure adequate insurance cover against loss, theft, fire, vandalism, hail, storm, molest damage or other damage of or to the Materials throughout the Rental Period. The value of the rented Materials to be insured must be at least €50,000 per event.
3. In the event that the Assignment of the Client relates Services to be provided for an event, the Client shall take out and maintain adequate insurance cover against any liability connected with the production and organization of the event, of whatever nature, including but not limited to by taking out adequate event insurance and third party liability insurance. At the first request of MTD, the Client shall provide MTD with copies of such insurance policies.

14. FORCE MAJEURE

1. MTD shall not be required to perform any obligation towards the Client if it is prevented from doing so, or at least if performance becomes onerous for MTD, as a result of circumstances – whether foreseen or unforeseen – beyond the control and without any fault of MTD. Such causes include, but are not limited to:
 - a. illness, epidemic, pandemic, quarantine measures;
 - b. measures by governmental authorities which render the performance of the Contract more onerous and/or expensive than could have been foreseen at the time the Contract was entered into;
 - c. computer/software failures both at MTD and at third parties from which MTD has to obtain all or some of the necessary Materials;
 - d. import and export bans;
 - e. non-delivery or late delivery by suppliers;
 - f. defects in auxiliary and transport equipment, loss of or damage to materials during transport, traffic restrictions, traffic disruptions;
 - g. weather conditions, such as frost, flooding, storm, ice, snow etc.;
 - h. war or wars, or any other events which are attributable to riots, acts of war, sabotage;
 - i. energy and/or water shortages;
 - j. water damage, flooding, earthquake, fire;
 - k. sit-down strikes, workers' exclusion;
 - l. transport difficulties or failures in the delivery of raw materials or resources and other disruptions, all of which occur both on the premises of MTD and of third parties; and
 - m. any other causes or circumstances which are beyond the will and/or control of MTD.
2. In the event of a situation of force majeure MTD shall be entitled to dissolve the Contract in whole or in part and/or to suspend the performance of the Contract, at its own discretion, without incurring any obligation to pay compensation. During the period of suspension, the Client shall not be entitled to dissolve (in whole or in part) or to amend the Contract.
3. In the event of force majeure MTD shall be entitled to amend the Contract in such a way as to make the performance of the Services reasonably possible. The Client shall compensate MTD for any Services already carried out which have proved to be of no avail. Such payment shall take place within four (4) weeks of the moment MTD has calculated the costs for the Services already carried out.
4. MTD shall remain entitled to payment for any performance of Services which it has undertaken in the performance of the Contract in question prior to the occurrence of the force majeure event.

15. SUSPENSION AND DISSOLUTION

1. MTD shall be entitled, without notice of default or judicial intervention being required, either to suspend the performance of the Contract or to terminate the Contract in whole or in part, at its own discretion, without being liable to pay any compensation or provide any guarantee and without prejudice to any further legal rights it may have, in the event:
 - a. the Client fails to fulfil, fails to fulfil properly or fails to fulfil on time any of the obligations incumbent upon it under any Contract entered into with MTD;
 - b. MTD has serious doubt as to whether the Client is capable of complying with its contractual obligations towards MTD;
 - c. of bankruptcy, filing of bankruptcy, suspension of payments or liquidation of the Client or in case the Client enters into a settlement with creditors.
2. The Client shall not be entitled to suspend payment due under the Contract in respect of any failure arising under any other Contract entered into with MTD.
3. In the event that MTD is temporarily unable to perform the Contract, the Client shall not be entitled to suspend payment(s).
4. In the event that the Contract is dissolved, all claims which MTD has or may acquire against the Client shall become immediately due and payable in full. In addition, the Client shall be liable for any loss suffered and/or yet to be suffered by MTD, including loss of profit and transportation costs.
5. MTD shall always retain the right to claim compensation for its entire damage and/or loss.

16. TERM OF THE CONTRACT AND CANCELLATION

1. If the Contract is entered into for a definite period, the Client is not entitled to terminate the Contract prematurely and the Contract shall expire automatically upon completion of the Services or upon expiry of the term of the Contract, unless otherwise agreed in writing.
2. In the event that the Client wishes to cancel the Contract, it shall inform MTD in writing as soon as possible but at the latest within seven (7) days of the acceptance of the Offer.
3. If the Client cancels the Contract entered into with MTD prior to the commencement of a Rental Period, the Client owes MTD a compensation. The compensation is calculated as follows:
 - a. in the event of cancellation up until 8 weeks prior to the commencement of a Rental Period, the Client shall be obliged to pay 25% of the quoted net amount (excluding VAT) of the Assignment in relation to the relevant Rental Period and, if applicable, any future Rental Period(s);
 - b. in the event of cancellation up to 4 weeks before the commencement of a Rental Period, the Client is obliged to reimburse 50% of the quoted net amount (excluding VAT) of the Assignment in relation to the relevant Rental Period and, if applicable, any future Rental Period(s);
 - c. in the event of cancellation up to 2 weeks before the commencement of a Rental Period, the Client is obliged to reimburse 75% of the quoted net amount (excluding VAT) of the Assignment in relation to the relevant Rental Period and, if applicable, any future Rental Period(s);

- d. in the event of cancellation less than 2 weeks prior to the commencement of the Rental Period, 100% of the quoted amount (including VAT) of the Assignment in relation to the relevant Rental Period and, if applicable, any future Rental Period(s) shall be refunded, plus all costs incurred or to be incurred by MTD in connection with the cancellation, without prejudice to MTD's right to claim payment of any and all damages and/or costs, if the damages and/or costs exceed the estimated amount mentioned above.
- 4. In the event that the Contract expires, is terminated or dissolved in any way, the provisions which by their nature should continue to apply, including the provisions relating to payment, confidentiality, applicable law and disputes shall continue to apply in full.

17. INTELLECTUAL PROPERTY

- 1. All intellectual property rights and know-how shall remain vested in MTD unless otherwise agreed in writing between MTD and the Client.
- 2. MTD shall be the exclusive owner of all intellectual property rights including copyright, trademark, patent and design rights in respect of drawings, technical descriptions, designs, calculations, software and anything else which it has prepared within the scope of or in connection with the Contract. All written documents and other data carriers in which these rights are embodied shall be and remain the property of MTD.
- 3. The Client is forbidden to duplicate or copy the aforesaid data without the written consent of MTD.
- 4. The Client warrants that it will not do or omit to do anything which would infringe or invalidate the intellectual property rights of MTD and/or endanger the ownership of such rights.
- 5. The Client shall not make any use of trademarks, trade names or logos of MTD without the express written consent of MTD.
- 6. After the expiry, dissolution or termination of the Contract, the Client shall return to MTD all data carriers embodying intellectual property rights, any written documents and any copies or back-ups within a period of fourteen (14) days of the expiry, dissolution or termination of the Contract and/or destroy them at the written request of MTD.
- 7. The Client shall at all times be liable for any damage and/or loss suffered by MTD as a result of any infringement of MTD's intellectual property rights or any other breach of its obligations in this respect.

18. CONFIDENTIALITY

- 1. The Client will observe confidentiality with regard to the contents of the Contract and any confidential information provided by MTD. Information will in any case be considered confidential if it is designated as such by MTD or if the Client should reasonably have understood that the information was confidential.
- 2. In the event that the Client wishes to make available confidential information to third parties which MTD has not approved in advance, the Client shall request the prior written consent of MTD before making such information available.
- 3. The above obligations to maintain confidentiality shall not apply to information of which and insofar as the Client can prove that:
 - a. it was already in the possession of the Client (with full right of disclosure) prior to the date of provision by MTD;
 - b. it is or becomes public other than in violation of confidentiality obligations under the Contract;
 - c. it is obtained in good faith from a third party who lawfully created it without being bound by any confidentiality obligations;
 - d. it was developed by the Client without being in breach of confidentiality obligations.
- 4. In the event that the Client must make available confidential information to third parties on the basis of the law and/or an order from a competent authority, the Client shall inform MTD in writing prior to the disclosure.

19. DATA PROTECTION

- 1. The parties shall comply with all current and applicable laws and regulations regarding the protection of personal data.
- 2. Each party is independently responsible for processing data it processes during the performance of the Contract.
- 5. MTD and the Client shall impose the obligations under this article on any third parties they engage.

20. APPLICABLE LAW AND DISPUTES

- 1. All (legal) actions by MTD and Contracts are governed by Dutch law. The Vienna Sales Convention is expressly excluded and shall not apply.
- 2. All disputes between Parties will be settled exclusively by the competent court in the district in which MTD is established, or – if MTD is the plaintiff and so chooses – by the court that is competent under statutory jurisdiction.
- 3. In derogation of the previous provision, MTD is entitled – at its own discretion – to settle disputes by arbitration in case the Client is located outside the European Union. In such case disputes will be finally settled in accordance with the rules of arbitration of the International Chamber of Commerce (the ICC) (Paris), as they apply on the date of commencement of the arbitration proceedings, whereby:
 - a. the arbitration proceedings will be conducted and all documents will be submitted to or by the arbitrator(s) in the English language;
 - b. the place of arbitration is Amsterdam, the Netherlands;
 - c. in principle, the arbitral tribunal shall be composed of a sole arbitrator. If the parties fail to nominate this sole arbitrator with one voice within thirty (30) calendar days from the date when MTD's request for arbitration has been received by the Client, the sole arbitrator shall be appointed by the International Court of

Arbitration (the Court) of the ICC within as short a time as possible. While appointing the sole arbitrator, the parties and/or the Court shall consider the prospective arbitrator's nationality, residence and other relationships with the countries of which the parties are nationals and the prospective arbitrator's availability and ability to conduct the arbitration in accordance with the ICC's rules. The sole arbitrator shall be of a nationality other than those of the parties;

- d. in the event that the claim to be submitted by the party that draws up the request for arbitration (most likely) exceeds a financial interest of EUR 250,000, the arbitral tribunal shall be composed of three arbitrators. The parties to the dispute shall then each nominate one arbitrator within 30 (thirty) calendar days from the date of the claiming party's request for arbitration. If a party fails to nominate an arbitrator, the appointment shall be made by the Court. The two nominated arbitrators shall together nominate a third arbitrator, also to be the president of the arbitral tribunal. The president of the arbitral tribunal shall be of a nationality other than those of the parties. At least one arbitrator shall have a legal background and at least one arbitrator shall have (extensive) experience in the relevant sector;
- e. the arbitral tribunal shall decide ex aequo et bono (in Dutch: "*als goede mannen naar billijkheid*");
- f. the arbitral tribunal is authorized, at the request of a party, to take precautionary or provisional measures and to render an award in summary arbitral proceedings;
- g. consolidation of the arbitration proceedings with arbitration proceedings pending in an (other) arbitral tribunal in the Netherlands, as provided in section 1046 of the Dutch Code of Civil Proceedings, is excluded, unless the parties are the only parties to those proceedings;
- h. the arbitral award is subject to appeal; and
- i. the parties to the dispute will treat the award rendered by the arbitral tribunal confidentially, and the ICC is not authorized to publish or cause the publication of the award.