

MOKVELD GENERAL CONDITIONS FOR THE CONTRACTING OF SERVICES

1. General

- 1.1 The Mokveld General Conditions for the contracting of services (“**Conditions**”) are applicable to and form an integral part of any agreement of Mokveld Holding BV, Mokveld Valves B.V., Mokveld Central Europe GmbH, Mokveld USA, Inc., Mokveld U.K. Ltd., or Mokveld Norge A.S. Mokveld Malaysia Sdn. Bhd. (“**Mokveld**”) with regard to the supply of goods by a contractor (the “**Contractor**”) to Mokveld and/or for the benefit of Mokveld’s client, affiliate or a third party (the “**Agreement**”), as well as Mokveld’s offers leading to the conclusion of an Agreement. The applicability of general conditions used by the Contractor is explicitly excluded.
- 1.2 In the Conditions Mokveld and the Contractor are also referred to separately as the “**Party**” and jointly as the “**Parties**”.
- 1.3 Mokveld will only be bound to deviations from the Conditions which it has explicitly accepted in writing.
- 1.4 Any Agreement is formed by Mokveld receiving an order confirmation in which the Contractor undertakes to render Services to Mokveld in accordance with the Agreement.

2. Price

- 2.1 The amount to be paid by Mokveld to the Contractor under the Agreement is expressed in the agreed currency. If no specific currency has been agreed, the amount to be paid by Mokveld to the Contractor under the Agreement will be expressed in Euros.
- 2.2 The price for Services to be rendered under the Agreement is fixed, applies to their performance at the location indicated by Mokveld, includes all costs such as, but not limited to, travel and accommodation costs, personnel costs, costs for the deployment of materials and insurance and is excluding turnover tax.

3. Quality

The Contractor warrants that the Services provided are in accordance with the specifications and quality requirements set in the Agreement and that they comply with the requirements following from (i) the law and secondary legislation applicable in the place where Mokveld has its registered office or the place where the Services are provided, as well as (ii) the law applicable to the Agreement.

4. Payment

- 4.1 Payment by Mokveld for the Services will be realised through transfer into a bank account to be indicated by the Contractor within ninety (90) days after the invoice date, provided that date is a date after the date the Services should have been rendered ultimately by the Contractor and the Services are to the provisional acceptance of Mokveld. If the invoice date is a date before the date the Services should have been rendered ultimately, Mokveld will settle the invoice for the Services to be rendered within ninety (90) days after the date the Services will have been rendered to the provisional satisfaction of Mokveld. Payment for the Services rendered does not discharge the Contractor from any warranty given under and/or liability as may arise from the Agreement.

- 4.2 Mokveld reserves the right to withdraw 10% of the total amount of the invoice until it has received any and all documents, such as for instance certificates, it is entitled to by law or secondary legislation, under the Agreement, otherwise necessary or which it may reasonably require with regard to the Services.
- 4.3 Mokveld does not accept liability for any delay (i) in the receipt of payments caused by the bank indicated by the Contractor, or which (ii) is related to the bank account indicated by the Contractor for payment.
- 4.4 If the Contractor requires Mokveld to pay for the services rendered in another manner than indicated in clause 4.1 of the Conditions, such payment will be made at the risk of the Contractor.

5. **Time for performance of Services**

- 5.1 The Contractor has to render the Services at the date and time specified in the Agreement. All times for delivery agreed by the Contractor and Mokveld are absolute deadlines. As soon as the Contractor has sound indications or may reasonably expect that the Services will not be rendered in time, or the period in which the Services must be rendered will be exceeded, he is obliged to notify Mokveld immediately in writing of the expected duration of, and the reason(s) for, the delay. Such a notification shall not discharge the Contractor of his liability to Mokveld on account of late performance of his obligations under the Agreement. In the event of a delay in rendering the Services, Mokveld may (i) claim penalties as described below in clause 5.2 of the Conditions, (ii) suspend fully or partly any payment(s) and/or (iii) terminate this Agreement in part or in whole in accordance with clause 20 of these Conditions without being obliged to pay any compensation.
- 5.2 The penalty for delay in rendering of Services for each complete week or part of a week that the rendering of Services is overdue will be determined by Mokveld at its own discretion, and amounts to either 1% of the total consideration set in the Agreement with regard to the Services to be rendered, but not more than 5% of that value.
- 5.3 Mokveld claiming penalties in accordance with the provisions set out in clause 5.1 to 5.2 of the Conditions, does not affect Mokveld's rights to claim (punitive or alternative) compensation from the Contractor for the actual damage Mokveld has suffered due to any failure by the Contractor to perform under or an unlawful act in connection with the Agreement.

6. **Changes**

- 6.1 Mokveld may require the Contractor to render other Services than those specified in the Agreement or to render the Services on instructions differing from those pursuing from the Agreement, or at another location or at another date than stated in the Agreement.
- 6.2 The Contractor is obliged – within the limits of reasonableness – to act in conformity with Mokveld's instructions or request as stated in clause 6.1 above.
- 6.3 The Contractor may in the event of instructions or requests as mentioned in clause 6.1 above, within limits of reasonableness, amend the price. In the event Mokveld requests other Services than those specified or at another location than mentioned in the Agreement the Contractor may request the Services to be rendered ultimately at another date than initially agreed. Any request by the Contractor to amend the price or ultimate

date for rendering of the Services with regard to any instructions or requests as described in clause 6.1 above, must be notified to Mokveld in writing as soon as possible, but not later than 2 weeks after Mokveld's request or instruction. In the event the change in the Agreement leads to a new price and/or ultimate date for rendering the Services, Mokveld will be entitled to demand an unchanged execution of the Agreement, or a changed execution acceptable to Mokveld.

7. Inspection, test, check

- 7.1 Mokveld, its clients or third parties instructed by Mokveld, have at all times the right prior to, during or within due time after the Services have been rendered to run checks, do inspections or tests in relation to such Services.
- 7.2 The Contractor shall comply, to the extent possible, with Mokveld's reasonable request to be allowed to run checks, do inspections or tests in accordance with clause 7.1.
- 7.3 The Contractor shall provide Mokveld and those acting on behalf of Mokveld with all the information and facilities required for a check, inspection or test.
- 7.4 If from a check, inspection or test, it would appear that the Services do not meet the requirements set in the Agreement or by law or secondary legislation, or if they do not meet the criteria which they may be expected to meet under normal conditions, within a reasonable period thereafter, Mokveld will notify the Contractor of this in writing, by fax or via e-mail stating its objections. Mokveld will also be entitled to give instructions to the Contractor how to improve the quality of the Services.
- 7.5 If a situation or circumstance as described in clause 7.4 of the Conditions arises, Mokveld will be entitled, notwithstanding its powers provided in clause 20 of the Conditions, to demand renewed performance of the Services within a period to be determined by Mokveld at its own discretion without being obliged to pay any extra amount. Moreover, in such an event Mokveld may suspend the payment for the Services referred to in clause 7.4 of the Conditions until (i) the Contractor's obligations under the Agreement have been further fulfilled; or (ii) the issue with regard to the complaint referred to in clause 7.4 of the Conditions has been solved in another manner acceptable to Mokveld.
- 7.6 A Contractor who has received a notice as meant in clause 7.4 of the Conditions, will be given the opportunity by Mokveld during a reasonable period after receipt of this notice, to run checks, do inspections or tests in relation to such Services he has rendered himself or have such actions undertaken at his expense by an expert to be appointed by him.
- 7.7 A check, inspection, or test, does not discharge the Contractor from any warranty and/or liability as may arise from the Agreement.

8. Certificates, Declarations, Manuals, Permits

If under the Agreement, or pursuant to the law or secondary legislation, documents are required in relation to the Services rendered such as, but not limited to, (ISO) certificates, declarations, manuals, permits and/or other approvals, the Contractor has to ensure that these documents are valid and approved and that they are in the possession of Mokveld promptly, but not later than within one week after the rendering of the Services, failing which Mokveld will be entitled to suspend the payment of all amounts which it owes the Contractor under the Agreement.

9. **Employees**

- 9.1 The Contractor will not use any other employees than his own for the rendering of the Services without the prior written consent of Mokveld.
- 9.2 Before or during the performance of the Agreement the Contractor should be able on request to specify in writing to Mokveld all personal details and all employment conditions (and changes therein) of all the supervising and performing employees who are performing the Agreement.
- 9.3 All the employees of the Contractor performing the Agreement should be in the possession of documentary evidence signed by the Contractor from which it appears that they work as such for the Contractor. The respective employees must report to Mokveld's reception desk each day before the commencement of the activities and show this evidence to the receptionist.

10. **Working Hours**

The working hours of the employees meant in clause 9 of the Conditions are equal to those which have been determined for the personnel employed at the reception desk of the respective Mokveld office. If required by Mokveld, these employees must use a clocking-in card or other means of checking, unless Mokveld has exempted the respective employee or employees from such obligation in writing.

11. **Strike/walkout**

The Contractor will not charge Mokveld for employees on strike or walkout who ought to be performing the Agreement, nor the costs of tools and aids used in connection with the Agreement by the Contractor and/or by companies or persons working for the Contractor, which cannot be used as a result of a strike or walkout by these employees or other employees carrying out activities in relation to the Agreement.

12. **Drawings, Models and Tools**

- 12.1 The drawings, models and tools provided by Mokveld to the Contractor in connection with the Agreement or which the Contractor has made in view of the fulfilment of his obligations under or in relation to the Agreement, remain or become the property of Mokveld and will be provided with clear identification marks indicating Mokveld's ownership. If the drawings, models and tools are not yet marked by Mokveld, these must be fitted to this end with clear identification marks by the Contractor. Mokveld is regarded as their maker, designer or owner respectively. The Contractor is not allowed to use the said drawings, models and tools for any other purpose than the fulfilment of his obligations under the Agreement.
- 12.2 The Contractor will return to Mokveld the drawings, models and tools referred to in clause 12.1 of the Conditions no later than at the completion of the Services, failing which Mokveld either (i) can stay the payment of all amounts due under the Agreement until they are returned; or (ii) can deduct from the payment the costs associated with the replacement of the drawings, models and tools not returned (within due time).
- 12.3 Contractor is obliged to store the drawings, models and tools provided by Mokveld separately from any other drawings, models and tools and will ensure that these are at all times recognisable as drawings, models and tools provided by Mokveld.

13. **Services, Order Measures, etc.**

- 13.1 Regulations and instructions with regard to order and safety prevailing from time to time at Mokveld are effective in full force and effect on the Contractor and his employees present on Mokveld's site, as well as order and safety provisions with a direct and indirect effect laid down in or pursuant to the law or a court order such as, but not limited to, those resulting from environmental permits, planning permission and permits under the municipal building regulations. The Contractor guarantees to Mokveld compliance with the regulations, instructions and legislation described in the previous sentence and will reimburse Mokveld for all losses and costs caused by non-compliance with these and will safeguard Mokveld against claims from third parties in this respect. If necessary, the Contractor will fill out a fire hazard activities permit.
- 13.2 Mokveld is entitled to inspect any objects being conveyed by the Contractor and all the persons performing the Agreement on arrival or departure from the site or the work.
- 13.3 The Contractor has to arrange at his expense all the auxiliary materials, tools and industrial clothing which he needs for his work.
- 13.4 When the Contractor uses auxiliary materials and tools belonging to Mokveld, he will be obliged to return these as soon as possible in the condition in which he received them. Faults in the auxiliary materials and tools belonging to Mokveld should be reported by the Contractor to Mokveld immediately upon discovery. Auxiliary materials and tools of Mokveld with detected faults may only be used by the Contractor if and insofar as explicit consent has been given by Mokveld after the fault has been reported to Mokveld.
- 13.5 The auxiliary materials, tools and industrial clothing applied by the Contractor, will have to comply with the safety requirements set in or pursuant to the law and those to be set by Mokveld. Mokveld will provide - if possible - free of charge oxygen, gases, electricity, light, water and crane support insofar as this is required for the provision of the agreed Services.
- 13.6 Mokveld will not be liable for damages inflicted by the Contractor or its employees to third parties caused by the use of auxiliary materials and tools belonging to Mokveld. The Contractor will fully indemnify Mokveld for any such claims and liabilities from third parties in this respect.

14. **Storage**

- 14.1 The Contractor is not allowed to store more materials on Mokveld's site than are necessary at Mokveld's discretion for the immediate performance of his obligations under the Agreement. The storage of the respective material takes place at the Contractor's risk.
- 14.2 The Contractor has to remove each day at his own expense and risk all rubbish, waste, excess materials and substances left behind by those performing any activities in relation to his obligations under the Agreement.

15. **Insurance**

- 15.1 The Contractor has to take out adequate insurance for all the drawings, models, auxiliary materials, tools and other items received by him from Mokveld under or in relation to the

Agreement, and will keep such cover up to date against all risks for damages which can be inflicted on the drawings, models, tools and other items until the moment at which the drawings, models, auxiliary materials, tools and other items are (again) in the possession of Mokveld, among which, but not limited to, the following risks: (i) legal liability, (ii) fire, (iii) theft, (iv) product liability, and (v) water damage.

- 15.2 Upon Mokveld's request the Contractor shall provide insight in or a copy of the insurance policy to check whether the abovementioned risks are covered.

16. **Tax and Social Legislation**

The Contractor guarantees to Mokveld that he will comply with the applicable tax and social legislation and regulations as well as the provisions laid down in or pursuant to the Foreign Nationals Employment Act with regard to employees meant in clause 9 of these Conditions. The Contractor is obliged to specify in writing upon Mokveld's request the name of the respective sector fund industrial insurance board(s) as well as his registration number with the tax authorities before the provision of the Services has commenced. Upon Mokveld's request the Contractor will be obliged to cooperate to reduce any risks for Mokveld in connection with the Chain Liability Act. Measures to be taken will be determined by Mokveld.

17. **Intellectual Property Rights**

- 17.1 The Contractor guarantees that the Services rendered by him do not infringe in any way whatsoever any intellectual property right owned by third parties, either in any country where they are performed, or in the country in which Mokveld has its registered office, or at the place of delivery or at the place where they are (or will be) used, including - but not limited to - patents, copyrights, trademark rights, trade name rights etc.
- 17.2 The Contractor holds Mokveld harmless against any claims from third parties resulting from or relating to any infringement meant in clause 18.1 of the Conditions.
- 17.3 All the printing blocks, chips, reproduction materials, aids etc. put at the disposal of the Contractor by Mokveld are and remain the property of Mokveld. The Contractor is obliged to make these items available to Mokveld at the first request.
- 17.4 The Contractor shall respect Mokveld's intellectual property rights including - but not limited to - patents, copyrights, trademark rights, trade name rights etc. relating to any drawings, models and tools etc. owned respectively provided to the Contractor by Mokveld.

18. **Advertising Statements**

Without the prior written consent of Mokveld, the Contractor is not allowed to use products manufactured by or for Mokveld, applications, images, texts and drawings used by Mokveld, such as, but not limited to, logos, models and brand or trade names, for advertisement statements and other publicity purposes.

19. **Termination**

- 19.1 Without prejudice to its entitlement to compensation, Mokveld is entitled to terminate the Agreement unilaterally in full or in part with immediate effect without any notice of default or judicial interference being required, if the Contractor does not, not within due time or not

properly fulfil any or all of his obligations under or in relation to the Agreement and also in the event of the Contractor's (threatened) bankruptcy, his (threatened) moratorium, suspension of payment, seizure of goods in the Contractor's possession intended for the performance of the Agreement and the close down or liquidation of his business. In the event of a partial termination, Mokveld will have, notwithstanding its entitlement to compensation, at its own discretion the right to:

- (A) reclaim any payments already made in relation to Services rendered; and
- (B) complete the Agreement itself or have it completed by third parties at the Contractor's expense after a written notice, against a fee payable by Mokveld if it deems such fee reasonable.

19.2 All claims which Mokveld might have or acquire as a result of the termination, including their claim for compensation, if any, are immediately due and payable.

20. **Liability; Indemnity**

20.1 Mokveld shall not be liable towards Contractor for any fault or failure made by it or on its behalf in relation to the Agreement, unless such fault or failure is the result of gross negligence or wilful misconduct by Mokveld or its management.

20.2 The Contractor holds Mokveld harmless against any and all costs and damages caused by claims by third parties against Mokveld or its affiliates in connection with or relating to the Agreement such as, but not limited to, product liability claims or on the account of infringement of intellectual property rights.

20.3 The Contractor has to take out insurance up to a sufficient sum for his liability exposure to Mokveld, Mokveld's affiliates, Mokveld's clients or third parties with regard to costs and losses in connection with or relating to the Agreement.

20.4 The Contractor will hold Mokveld harmless against all claims and liabilities by the Contractor's employees that may arise under Section 7:658 paragraph 4 of the Dutch Civil Code.

21. **Confidentiality**

21.1 The Contractor will observe confidentiality and therefore not disclose to any third parties any drawings, models, constructions, schedules and other operational information and know-how in the broadest sense of the word derived from or put at his disposal by Mokveld and/or Mokveld's clients or Mokveld's affiliates in connection with or in the course of the execution of the Agreement and which has not been disclosed in any way whatsoever by Mokveld, and/or Mokveld's clients or Mokveld's affiliates.

21.2 The Contractor shall ensure that the obligation of confidentiality as referred to in clause 22.1 above extends to its own staff or third parties the Contractor engages for the performance of the Agreement.

22. **Contracting out, Transfer, Assignment**

22.1 Without Mokveld's prior written consent the Contractor is not allowed to contract or transfer or assign any obligation laid down in or pursuing from the Agreement.

22.2 A consent given by Mokveld in relation to clause 16.1 of the Conditions does not discharge the Contractor from his liability to fulfil any obligation under the Agreement.

22.3 Any transfer of rights granted in the Agreement to the Contractor is exclusively governed by Dutch law.

23. **Partial Nullity**

In the event of the nullity of a provision of the Agreement, the rest of the Agreement will remain in force. In the event that a provision of the Agreement is or has been declared null and void, the Parties will try jointly to replace the null and void provision by a provision reflecting as much as possible the purpose and purport of the Agreement as the null and void provision does.

24. **Communication**

24.1 All communications in connection with the Agreement should be sent in writing to the address of the respective Party specified therein.

24.2 The requirement of written communication, such as a notice under the Agreement, is deemed to have been complied with if the communication has been done in electronic writing such as by e-mail.

25. **Applicable Law and Disputes**

25.1 The Agreement and further agreements related thereto, as well as an offer resulting in the conclusion of an Agreement are governed by Dutch law.

25.2 Any disputes in connection with or in relation to the Agreement will be exclusively submitted for adjudication to the competent court of the The Hague District Court.

26. **Interpretation**

In the event of inconsistencies between provisions included in these Conditions and other written provisions forming part of the Agreement, the latter will prevail.