

HEIGHT SPECIALISTS

Industrial Rope Access

GENERAL CONDITIONS HEIGHT SPECIALISTS-CLIENT

INDUSTRIAL

Article 1. Definitions and abbreviations

- 1.1 Particular danger
A threat to the command on personal injury or death of the Height enabled by or on behalf of persons that the run command including the leading people-that is not inherent in working at height, including – but not limited to – the danger of damage is created by inferiorly the item(s) to which the work should be carried out or by insecurity of the area near where the command should be carried out.
- 1.2 Height
The private limited liability company Height E.g., its registered office in Delft, being the user of these general conditions and the contractor or contractor that the agreement and by or on behalf of whom the contract (s).
- 1.3 Principal
The amount owed by the principal to Height which the outstanding amount at the end of each year, plus the statutory commercial interest.
- 1.4 Offshore work
Work taking place at some distance from the coast.
- 1.5 Onshore work
Work taking place on the Mainland of Netherlands.
- 1.6 Command
The services to be carried out by a Height or the physical work that Height should bring into being on the basis of a contract concluded with the client.
- 1.7 Client
In the performance of a company or job acting natural people (and) or the legal entity that Height the command to the provision of services or the creation of a work of physical nature and his successor under general title.
- 1.8 Operations manager
The Height with the leadership of the implementation of the person responsible for auditing the end Command is responsible for the implementation and completion of the contract.
- 1.9 Agreement
The mean Height and the client closed and/or changed contract or agreement for the adoption of work which is created or modified by the written confirmation by Height as referred to in article 4 of these terms and conditions.
- 1.10 Parties
Height and the client.
- 1.11 PoA
The Plan of action drawn up by or on behalf of Height in which the method is described by, or on behalf of Height command to execute, in which the risk assessment and evaluation of the project (RI + E).
- 1.12 Guidelines
The guidelines for certification for working at height: IRATA, SCC-P and ISO 9001.
- 1.13 In writing
Means of communication by letter or electronically, including by e-mail and fax.
- 1.14 Confidential information
Information and data concerning the establishment of Height and Height to affiliates, which the client the knowledge, or with reasonable grounds to know that this is confidential.

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- 1.15 Precalculated wage
Height to the client specified by the estimated wage for the entire mission, calculated by multiplying the hourly wage by the agreed Height estimated working time for the entire mission.
- 1.16 Conditions
These general terms and conditions of which Height the user.

Article 2. Applicability and provision conditions

- 2.1 These terms and conditions apply to all offers made by or on behalf of Height are done and all agreements concluded by Height, unless otherwise explicitly agreed upon in writing.
- 2.2 Applicability of the conditions of the client or by third parties is explicitly rejected.
- 2.3 In the event of a conflict between a provision of these conditions with a Height between and the client agreed in writing, the written agreement shall prevail.
- 2.4 These conditions are before or at the conclusion of the agreement to the customer handed over or provided electronically, the last in such a way that the conditions to permit consultation at a later stage. The conditions are also seen on the conditions mentioned in this correspondence and Web site address of Height. On request, these conditions again at expense of Height by post or electronically sent to the client.

Article 3. Electronic data exchange

- 3.1 Data to be electronically exchanged by Height are not encoded which secrecy, correct, full and timely transfer of the data is not assured. In case of electronic exchange of data is the data extracts from the computer systems of Height is supposed to provide compelling evidence of (the content of) the electronic data sent by or on behalf of Height.

Article 4. Change and Agreement

- 4.1 An agreement will be concluded by the written confirmation by Height that they desired by the client services at the agreed price and under the agreed conditions (other) is going to do, other than the offer by Height.
- 4.2 Describes the written confirmation in each case: the identity of the parties, the contract, the agreed price (pay, costs and charges), the duration of the assignment-where appropriate,-the advance payment (s) and the corresponding payment periods and, where appropriate, the conditions of the alternative arrangements.
- 4.3 An agreement is first modified by the written confirmation by or on behalf of Height of the modified arrangements regarding agreement(s).

Article 5. Implementation Agreement

- 5.1 Once the client has paid any applicable (first) advance and the requested documents, data and other information by Height to Height, Height required to the contract and agreement.
- 5.2 The way in which the command is executed by or on behalf of Height, is recorded in a drawn up by the operation manager of Height, if necessary during the command adjusted and approved by the principal PoA and the directives. Within the framework of the PoA and the guidelines is Height free to determine the manner in which the command.
- 5.3 Height delivers on the projects all materials, tools, equipment, personal protective equipment as well as full documentation and administration for the safe and efficient execution of a project, unless otherwise explicitly agreed upon in writing.
- 5.4 A between Height and the client agreed time limit for performance of the contract is never fatal, unless explicitly written differently between Height and the client is agreed. Height and the principal Act in case of the (threat of) not exceeding the deadline in talks on a new deadline by which the Command should be carried out. Article 7:756, paragraph 1 of the DUTCH CIVIL CODE is expressly not applicable in case of excess of a non-fatal term or of crossing a deadline which crossing to be borne by the client.
- 5.5 The client is obliged to request to be present at discussions and evaluations about the performance of the contract.

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Article 6. Work acceptance and delivery

- 6.1 The client is obliged to the work carried out by or on behalf of Height on request along with the operational manager of Height without delay after this request to inspect and subject to accept or to refuse under indication of the flaws, failing which the client shall be deemed to have accepted without reservation the work and the work shall be deemed to have been delivered. Of the inspection, a by Height and the principal sign dated inspection report laid out. Missing a dated inspection report signed by both parties, the inspection shall be deemed not to have occurred and the command shall be deemed to have been accepted and without reservation.
- 6.2 Height makes no representations or warranties with respect to the services provided by it, the established work or business used, unless explicitly written differently between Height and the client is agreed. After completion of the work is the work done for the account and risk of the client. Height is not obliged to restore to work, unless the client declares itself willing to make the money owing and the fees.

Article 7. Documents and information

- 7.1 The principal shall be obliged to all documents, information and data – including: drawings, plans, calculations, and support frameworks-what Height it deems needed for executing the command, in the shape that you want, the way you want and timely available Height. Height determines what shape you want ", " preferred method "and" timely "means.
- 7.2 The client is responsible for the accuracy, completeness and reliability of the information and data to be provided by her modest, third-party, even if they come.
- 7.3 Article 7:754 BW is explicitly not on the mean Height and the client concluded.

Article 8. Safety and health

- 8.1 The client is responsible for the safety of the location where the work should be carried out and of the things or, if provided by the customer, the business with which this work is carried out. The client is responsible for the safety of its employees and third parties during the Command at the location.
- 8.2 The client is responsible for the expertise and medical fitness for third parties engaged by it that Height in the execution of the assignment.
- 8.3 It is up to the sole discretion of Height or the command can be run in a responsible manner and, if not, what measures should be taken to the command run in a responsible manner. Height is entitled to temporarily or permanently discontinue the command if the command it deems not responsibly can be performed.
- 8.4 Article 7:754 BW is explicitly not on the mean Height and the client concluded.

Article 9. Wage and cost

- 9.1 The principal is payable in accordance with the Height to the wage rate agreed between them. Distance working time as working time will be charged at 50% of the agreed hourly rate with a maximum of two hours a day.
- 9.2 In addition to the Height between the client and agreed wage costs which by or on behalf of Height for the fulfilment of the Command to the client will be charged.
- 9.3 There is a flat rate between Height and the client agreed then the distance working and for the fulfilment of the Command costs included in this rate, unless otherwise agreed in writing.
- 9.4 Travel fees will be charged for an amount of € 0.40 per km with a maximum of 100 km each way per vehicle, calculated on the command used for the shortest route according to the ANWB-Route planner from the conditions mentioned in this business address of Height to the location where the work should be done.
- 9.5 Evening meals are with a maximum of € 20,-per person per day worked on the active Command to the client will be charged if the work day longer than 8 hours and after 19:00 hours left.

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- 9.6 The travel time in case of Onshore work for a person on a Command active more than 100 km each way, calculated to the shortest route according to the ANWB-Route planner from the conditions mentioned in this business address of Height to the location where the work should be done, then he will be staying during the execution of the order by Height in a selected accommodation near the work location. To the client is in that case an all-in amount of € 90.00 for overnight stay, breakfast and lunch-including tax and a maximum amount of € 20,-per-person dinner at the command active per day will be charged, plus the travel expenses for the regulated under article 9.4 at the start and on completion of the mission journeys to and from the location where the Onshore activities must be carried out.
- 9.7 In case of Offshore work the client must for duration of contract an "All In/at" to care for and to pay for at the command active entities in which overnight accommodation, tax, breakfast, lunch and dinner (if applicable) are understood.
- 6.1 For performance of the contract to purchase materials, tools, equipment, personal protective equipment and other matters are against the purchase price to the client will be charged.
- 6.2 Other costs are charged to the customer if this has been agreed between the client and Height.
- 9.10 About Height all amounts due by the customer to the applicable sales tax will be charged separately.
- 9.11 Height is entitled to an advance to ask the client to pay for wages and accrued expenses.
- 9.12 The cost of performance of the contract by the client, other than by a desired addition or change, from beyond what has been agreed between the parties then Height shall be entitled to this increase without warning to pass on to the client, regardless of the cause and the percentage of the cost increase and even if there is a target price, flat rate or by the length of time the Command depending on rate agreed. Height will, as far as foreseeable, the principal of an impending increase in cost warn after which the client, as far as possible, in the view of Height, the command can change or limit or end. In the event of termination of the contract the client is the wages and the rate due for the work up to the time of the termination is carried out and the costs incurred up to the time of the termination. Articles 7:752, paragraph 2 and 3 and 7:753 BW are expressly not applicable.
- 9.13 If the agreement before the planned start date of the assignment by the principal or, by a responsibility of the client coming cause, by Height is terminated then the client due to the following Height:
- (a). (Precalculated) at a wage equal to or less than € 250.000,-for the entire mission and termination more than 48 hours before the planned start date of the contract: the cost which Height related to the command has made at the time of receipt or shipment by Height of the communication that the command is terminated, or;
 - (b). (Precalculated) at a wage equal to or less than € 250.000,-for the entire mission and termination equal to or less than 48 hours but more than 24 hours before the planned start date of the project: 50% of the (Precalculated) pay for the full command plus the cost which Height has made at the time of receipt or shipment by Height of the communication that the command is terminated, or;
 - (c). (Precalculated) at a wage equal to or less than € 250.000,-for the entire mission and termination equal to or less than 24 hours before the planned start date of the contract: the (Precalculated) pay for the full command plus the cost which Height has made at the time of receipt or shipment by Height of the communication that the command is terminated, or;
 - (d). At a (Precalculated) pay more than € 250.000,-for the entire mission and termination equal to or less than fourteen calendar days but more than seven calendar days prior to the scheduled start date of the project: 50% of the (Precalculated) pay for the full command plus the cost which Height has made at the time of receipt or shipment by Height of the communication that the command is terminated, or;
 - (e). At a (Precalculated) pay more than € 250.000,-for the entire mission and termination equal to or less than seven calendar days prior to the scheduled start date of the project: the (Precalculated) pay for the full command plus the cost which Height has made at the time of receipt or shipment by Height of the communication that the command is terminated.

Height is entitled to claim full compensation if the exceeds by her as a result of the cancellation damage than the regular fixed amounts in this article.

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- 9.14 The (further) execution of an assignment is impossible because the case which or to which the work must be carried out be extinguished or lost without this Height to Height can be allocated than is entitled to a proportional share of the wage for the work done already (Precalculated) and to the costs incurred up to that point, even if the case itself under Height. Is the case (partly) as a result of intent or gross negligence of the client be extinguished or lost then Height, however, entitled to pay for the whole work and the costs incurred. Article 7:756, paragraph 1 of the DUTCH CIVIL CODE is in case of the impossibility of performance of the contract without this Height can be allocated explicitly to not apply.
- 9.15 If the agreement during the performance of the contract by the principal or, in connection with any attributable the client, by Height is terminated without an extinction of the case as in previous article meant then entitled to full Height for the command (Precalculated) pay and agreed to the hitherto for the contract costs incurred. Articles 7:411, paragraph 1 and 7:764, paragraph 2 of the Dutch civil code are expressly not applicable.
- 9.16 If in the opinion of Height measures need to be taken to the command to perform responsibly then Height shall be entitled to the as a result, to make working time and cost, on top of the agreed wage and cost, to charge to the client. The wage is determined on the basis of the agreed hourly rate or, in the case of a fixed rate, on the basis of the hourly wage that has been the starting point for the calculation of the agreed fixed rate.
- 9.17 Not in the preceding articles In all cases in which the contract regulated and/or the agreement is terminated, the client shall pay to Height and the rate payable for the work likely to at the time of termination is carried out and the costs incurred up to that time are created, regardless of by whom and for what reason the command and/or agreement is terminated.
- 9.18 Is the work done by or on behalf of Height after (Dear) delivery shall be extinguished, reverse or creates a default then the client retaining total for the work current price (wage and cost) payable regardless of Height or the cause of the extinction, the deterioration or lack of.

Article 10. Invoicing and payment

- 10.1 Wages and costs are after the (expected) delivery or, if the performance of the contract takes one calendar month or longer, at the end of every calendar month invoiced to the client. If an hourly wage agreed, invoicing takes place based on the timesheets of Height
- 10.2 Invoices are payable within thirty calendar days after the invoice date, without that right exists on any deduction, discount or set-off, on the designated account of Height. Payment within this deadline remains from then the client default or written without further liability in default and Height shall be entitled to the composite as well as the statutory commercial interest referred to in article 7:96 extrajudicial costs and court costs to the client.
- 10.3 The reasonable costs incurred to have all extrajudicial costs and debts in advance out of court be set at 15% of the principal for every debt collection Act, without prejudice to the right of Height to instead the actual collection costs at the client in charge if it is higher than this flat-rate amount.
- 10.4 In case of a Joint Command are given the principals will be jointly and severally liable for the payment of the principal, the current statutory commercial interest and the (outdoor) court costs.
- 10.5 If the financial position or the payment behavior of the client at the discretion of Height, Height is entitled to demand that the principal forthwith (additional) security in a form to be determined by Height. Let the client after to the required security shall then Height shall be entitled to the further implementation of the agreement to suspend immediately, without prejudice to the powers due to Height.

Article 11. Liability, compensation and indemnity

- 11.1 Height is not liable for damages, including consequential damages, those for the principal or third parties arises by not, not timely or not properly doing by Height or by use of faulty implementation of the command, unless instructed to establish a work of physical nature and Height by Height or a person who is in charge of in charge of the implementation of the work, hidden flaws concealed.
- 11.2 Height is not liable for damages, including consequential damages, those for the principal or third parties arises by not, not timely, not properly perform by third parties or by use of faulty business by these third parties in performance of the contract- regardless of whether these third parties by Height or by the client are enabled-unless instructed to establish a work of physical nature and Height by Height or a person who is in charge of in charge of the execution of the work, hidden flaws concealed.

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- 11.3 Height is not liable for any damage, including consequential damage, which arises because in the execution of the assignment using unsound business provided by the client, because the business to which the work to be done are flawed.
- 11.4 Height is not liable for damage that occurs as a result of the delayed or not deliver the agreed work because:
- The agreed activities can be carried out in a responsible manner and not the implementation of the therefore temporarily or is permanently discontinued, or command;
 - The performance of the contract is necessary permit (s) be withdrawn by the competent authority and the therefore temporarily or permanently command cannot be performed, or;
 - The location where the contract is to be performed is not reachable and the Mission therefore not temporarily or permanently can be carried out, for example, the access roads to the location are closed, or;
 - There is (another) from the outside coming to circumstances attributable to Height or the Height third parties and therefore, temporarily or permanently, the command cannot be performed, including: an armed conflict, war, insurrection, domestic unrest, riots and mutiny, terrorist acts, earthquake, atomic nucleus reactions, weather conditions, trade and economic sanctions, an epidemic, a virus and such
- 11.5 Height is not liable for damages, including consequential damages, suffered by a destruction, deterioration or (default) arising after the (Dear) delivery to the work carried out by or on behalf of Height occurring. 11.6 Height is not liable for damages, including consequential damages, not in the execution of the assignment to a relevant person or to his business because this person and/or his goods are located at the site where the Command should be carried out. Nor is Height be liable for damages to persons who by or on behalf of the client for the implementation or supervision of the command are enabled.
- 11.7 Height has the right but is not obligated to the performance of the contract resulting property damage, including consequential damage, undo or limit by restoration or improvement of these matters.
- 11.8 Possibly to pay compensation by Height is at all times limited to the amount the insurer will pay out in the case of Height, plus any applicable own risk. If the damage is not insured and/or not to pay the insurer about any Height to pay compensation is limited to the amount of wages that the client for the command, the implementation of which the damage is suffered, up to the time when the damage is suffered from Height is due. In case of the absence of an insurance payment to pay compensation by Height will in no case amount to more than € 10,000 (in words: ten thousand Euro and zero cents) per breach, unless the parties-having regard to the size of the order or the risks associated with the command go hand in hand – have agreed otherwise in writing. A coherent series of responsible is one shortcoming.
- 11.9 (Only) the client shall be liable for damages, including consequential damages, those for Height, (the client) or for third parties arises because the client by her: information, data, documents, administration, documentation and (other) in the execution of the assignment to use business: no, not in time, inaccurate, inadequate, incomplete, not in the shape that you want the way you want, or not. The client is obliged to by or on behalf of Height as a result, made extra costs and extra hours, and the other damage for Height or for third parties, repairs.
- 11.10 The client shall be liable for damages, including consequential damages, which Height and/or the third party engaged by Height is suffering because of a Height attributable not to achieve a Particular danger connected to the command.
- 11.11 In case of damage (threat of) the client is obliged to Height thereof and the instructions of Height or a third party designated by Height.
- 11.12 The client indemnifies Height for claims by third parties which the payment or fee under the agreement or the law for its own account and risk.

Article 12. Suspension and termination of the Contract (Agreement)

- 12.1 Height has the right to the performance of the contract and suspend the agreement until such time that the client has not fulfilled its obligations or until the measures are in place whereby the command can be run in a responsible manner, without prejudice to the other on the basis of the law or the agreement to Height future powers.
- 12.2 Height shall be responsible for the agreement concluded for a definite period or upon its conclusion on the basis of good cause to terminate ends, without prejudice to the other on the basis of the law and the agreement to Height future powers. The agreement for an indefinite period may be terminated by Height regardless of the reason.

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- 12.3 The client is entitled to terminate the agreement and/or to terminate the contract for any reason, the regular fee (s) in these terms and conditions or, if different, the agreed fees to Height. Article 7:756 BW is explicitly not on the mean Height and the client concluded.
- 12.4 Termination of the agreement in writing by the principal and Height is subject to a notice period of two calendar weeks. In the notice of termination is the reason given for termination of the agreement. In case of serious grounds for termination of the assignment and/or Agreement is the termination in writing stating the reason for the termination site but there is no notice period be observed. Under weighty reasons, in each case means the impossibility to execute the command or the command to perform responsibly, a (threatening) suspension of payment of Client, a (threatening) bankruptcy of the client and not honoring commitments by the client.

Article 13. Non-competition

- 13.1 The client is expressly not allowed to staff of Height or by Height in the execution of its tasks to enable enabled or third parties without intervention of Height-whether directly or through any third party – paid or unpaid-for performance of the contract or for future missions that Height is used. The same prohibition applies to accessing these parties with the aforementioned purpose.
- 13.2 The client is not allowed to try to move staff Height – whether directly or through any third party-to enter the service or otherwise, directly or indirectly, for her work with the aim of Height competition to or otherwise work to let this person do that Height is used.
- 13.3 The client is not allowed to – directly or indirectly – to perform a company that offers what work similar to the work Height commits to offer, in order to have a financial interest in or to such a business confidential information of third parties engaged by Height or the Height.

Article 14. Secrecy

- 14.1 The client is required to maintain the confidentiality of all confidential information which third parties engaged by Height, the Height and the Height and these third-party affiliates. More specifically, the client is not permitted to by these entities used or manufactured: quotations, brochures, documentation – including the performance of the contract made PoA –, customer files, procedures, trademarks, photos, film or other visual material, illustrations, concepts or in performance of the contract to third parties business – used to provide or otherwise directly or indirectly – to provide information.

Article 15. Intellectual property

- 15.1 Running the command by Height or by third parties does not imply the transfer of intellectual property rights at Height or such third parties. All intellectual property rights that arise during or result from the preparation, implementation, delivery or presentation of the command-including opinions, concepts, methods of operation, (model) contracts, PoA's, photos, film footage, illustrations, or other systems, system designs and computer programs-belong to Height or such third parties, unless otherwise agreed between Height and the client.
- 15.2 As far as the client due to any copyright in the framework of the contract or Agreement developed or used work, they required in advance to transfer the copyright to Height or to a third party designated by Height.
- 15.3 Height is authorized to both during and after expiration of the mission photos, films and other visual material and illustrations of the work carried out or to be carried out for the client as well as a work is part of the business for the following purposes: marketing, determining method and make PoA, determine whether defects or damage to limit the work, whether the work can be carried out in a responsible manner (other) liability. The copyright on these images belong to Height and, as far as this is not the case, in accordance with article 15.2 to Height in advance. Height is under more empowered to publish the images and illustrations on its website (s), in brochures and on billboards.
- 15.4 The client is during and after the mission and/or the agreement not allowed to directly or indirectly, whether or not through the intervention of another and in any manner whatsoever – the works on which third-party intellectual property rights of Height or rest or the fixation thereof without the consent of Height on data carriers or these third parties to disclose: to reproduce, dispose of, or any limited right to grant or establish. The same prohibition applies to the sponsor affiliates. Height is competent to consent to her conditions.

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Article 16. Fine

- 16.1 In case of violation of in articles 13, 14 and 15 of the obligations and conditions the client is banned without further notice or liability count to Height a direct and all of a sudden fine payable of € 50,000 per violation and of € 5.000,-per (part of the) day that the violation continues, without prejudice to the right of Height to performance and instead of the fine (s) full to claim damages.

Article 17. Change clause

- 17.1 Height has the power to unilaterally change under these conditions provided that they are the principal the amended general conditions two calendar months prior to Amendment hands over or send by mail, e-mail or fax. In this case, the client is entitled to the assignment and Agreement within one calendar month after transmission of the modified terms and conditions. In the absence of a dissolution within this period, the client is bound to the modified terms and conditions.

Article 18. Repair and conditions-current version

- 18.1 If any provision in these terms and conditions or from the underlying assignment/Agreement wholly or partly void or destroyed then the remaining provisions will continue in full force and act parties in consultation in order to formulate a new provision that most closely matches the intent of the invalid or destroyed provision.
- 18.2 In the event of any conflict of provisions of the Dutch version of these conditions with translated versions thereof, is the Dutch version shall prevail.

Article 19. Complaints

- 19.1 Height performs all its assignments with due care. However, it may happen that you have a complaint about the services or invoices of Height. Complaints about the services provided by or on behalf of Height you need locally and directly at the operational manager of Height. Complaints about invoices and services reasonably not directly at the operational manager can be reported or resolved you must in writing within eight working days following receipt of the service or to submit the invoice at Height, giving the facts on which your complaint.

Article 20. Applicable law and forum

- 20.1 These conditions, offers and Agreements of Height are governed by Dutch law.
- 20.2 All disputes about the offers and Agreements of Height or about these conditions arise, be exclusively decided by the competent court within the District of Rotterdam.

Article 21. Correspondence and Chamber of Commerce

The correspondence address of Height is:

Height B.v.
Weg en Land 48
2661 KR Bergschenhoek

T: + 31 15-2565662
F: + 31 15-3807957

E: info@heightspecialists.com
W: www.heightspecialists.nl

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