Ruvoma General Terms and Conditions (RAV)
Version August 2022

Chapter I General

Article 1 Definitions and application

1. These General Terms and Conditions of Ruvoma apply to all offers, quotations/price quotes and agreements prepared by Ruvoma B.V. (hereinafter: "Ruvoma") as well as to all activities, deliveries and other (legal) acts performed by Ruvoma.
2. The term "other party" shall mean the person who acts as a principal, tenant, purchaser or in any other capacity in a contract with Ruvoma.
3. Deviation from these terms and conditions may only be made in writing. Any and all other terms and conditions which have not been expressly waived shall continue to apply in full. These deviations shall have no binding effect on other contracts with the other party.
4. The conditions referred to under Chapter I (General) apply in full to the agreements referred to in the other chapters, unless they are expressly waived in the other chapters.
5. Should any of the provisions of these general terms and conditions be invalid, then a provision which is to be regarded as valid shall be deemed to have taken its place, which shall be as close as possible to the invalid provision. The same applies to provisions which Ruvoma may not rely on for any other reason.
6. The other party, which has been contracted once on the basis of the present terms and conditions, agrees to the applicability of these terms and conditions to any and all future agreements between the other party and Ruvoma.
7. Any general terms and conditions of the other party are not binding on Ruvoma.
8. Any and all terms and conditions stipulated in these terms and conditions for the benefit of Ruvoma are also stipulated for the benefit of any and all intermediaries and auxiliary persons engaged by Ruvoma.
9. Ruvoma is entitled to unilaterally amend these terms and conditions.

Article 2 Offer and agreement

1. All offers are without obligation.
2. The mere submission by Ruvoma of an offer, quotation, estimate, pre-calculation or similar communication, whether or not designated as an offer, does not oblige Ruvoma to enter into an agreement.
3. The number of hours indicated by Ruvoma is indicative and not binding, unless explicitly stated otherwise.
4. Unless expressly otherwise stipulated, Ruvoma will be entitled to charge the other party for all reasonable costs it has incurred in order to be able to issue its offer, if an order is not granted to it.
5. Contracts can only be concluded on behalf of Ruvoma by persons authorized to do so. Agreements with Ruvoma employees who work on the execution of the work are not binding on Ruvoma. At the first request of the other party, Ruvoma will indicate who within Ruvoma's company is authorized to enter into agreements.
6. Ruvoma will assume the accuracy of the information provided by the other party and will base its offer on that information. Damage resulting from inaccuracy or incompleteness of these data will be borne by the other party.
7. Ruvoma is at all times entitled to have the agreement performed by third parties.

Article 3 Rates/prices

1. For all activities, deliveries, goods and other (legal) acts, prices and/or rates (hereinafter collectively referred to as: prices) shall be agreed upon by the parties.
2. In the absence of a previously agreed (fixed) price, the price for the executed commission will be determined according to the scope of the work carried out and materials supplied or used after completion, on the basis of the rates agreed on by the parties before the start of the work, or in the absence of such a determination, on the basis of the rates applicable on the spot at the time of completion of the work.
3. All prices quoted by Ruvoma or agreed upon between Ruvoma and the other party, except when expressly stated otherwise, are exclusive of sales tax, insurance, import duties, levies, duties and other taxes.
4. No rights can be derived from price indications on the website, any folders and advertisements, etc.
5. Previously agreed upon or used prices do not bind Ruvoma for the future.
6. If the normal working hours are exceeded on workdays, Saturdays, and Sundays and holidays, all at the request of the other party, Ruvoma will charge a surcharge on the agreed prices which is proportional to the additional costs incurred.
7. In the event of multiple counterparties, they are all jointly and severally liable for the performance of the contractual obligations. This shall also apply to a partially executed order.
8. Ruvoma is entitled to charge the other party for initial costs.
9. Ruvoma will be entitled to increase the agreed price if one or more of the following circumstances occurs after the conclusion of the agreement:
   a. an increase in the costs of raw materials, materials, semi-finished products or services required for the execution of the agreement;
   b. an increase in shipping and transport costs, wages, employer's contributions, social security costs and costs relating to other employment conditions;
   c. the introduction of new or changes to existing government levies, import and export duties or other levies and/or taxes at home or abroad;
   d. circumstances that are comparable to the above.
10. If, during the execution of the agreement, additional costs are incurred (for example, in the case of special performances, unusual, time-consuming or effort-demanding work, working along roads and on dangerous slopes) and/or additional risks are present, Ruvoma will charge a surcharge on the agreed prices, proportional to the costs to be incurred and these risks.

Article 4 Execution and deadlines

1. The work will only commence once agreement has been reached on all technical details and all data, drawings, etc. necessary for the performance of the work are in Ruvoma's possession.
2. Any and all dates mentioned are indicative and are not to be regarded as final deadlines unless otherwise expressly agreed by the parties.
3. Ruvoma will perform the order in the manner and during the period of time agreed upon which, taking into account the interests and, as much as possible, the wishes of the other party, it deems appropriate. Ruvoma will notify the other party in a timely manner of the time at which the order will be executed.
4. Ruvoma is entitled to an extension of the term within which the work will be delivered if, due to force majeure or circumstances for which the other party is responsible, or due to changes in the agreement or in the terms and conditions of performance, Ruvoma cannot be expected to deliver the work within the agreed term.
5. If the term within which the work is to be delivered is exceeded, Ruvoma will not owe the other party any compensation, unless the parties have agreed otherwise in writing.
6. If the commencement or progress of the work is delayed by factors for which the other party is responsible, the other party must compensate Ruvoma for any and all damage and costs arising therefrom.
7. If Ruvoma and the other party disagree as to whether weather and/or work conditions, including conditions with respect to the application of fertilisers or the application of crop protection agents, may adversely affect the work, Ruvoma will be entitled not to perform the work, without any obligation to pay damages arising therefrom. If Ruvoma does perform the work at the express request of the other party, the performance of the work will be at the risk of the other party and the other party will never be entitled to any compensation if the work has a negative result.

Article 5 Completion of the work

1. The work will be considered completed when:
   a. the other party has approved the work;
   b. the other party puts the work into use. If the other party puts part of the work into use, that part will be deemed to have been delivered;
   c. Ruvoma has notified the opposing party in writing that the work has been completed and the opposing party has not communicated in writing within 14 days after the notification whether or not the work has been approved;
   d. the other party does not approve the work on the basis of minor defects or missing parts which can be repaired or provided within 30 days and which do not prevent the work from being put into use.
2. If the other party does not approve the work, he is obliged to notify Ruvoma thereof in writing, stating the reasons.
3. If the other party does not approve the work, he shall give Ruvoma the opportunity to redo the work. He must allow Ruvoma a reasonable period of time to do so. The provisions of this article shall apply again to that occasion.

Article 6 Payment

1. Ruvoma has the right to invoice periodically, or after the completion of the work. Ruvoma may demand (partial) advance payment of the agreed price. Unless a different payment term is indicated, payment must be made within 30 days of the invoice date to a bank or giro account designated by Ruvoma. The costs for payment are for the other party. All this without any right to discount, suspension or settlement. The other party is also not allowed to place an attachment on itself.
2. If an agreement exists and the other party decides to cancel the order before or during the service process, Ruvoma will be entitled to charge the costs incurred up to that point plus 20% of the principal amount, being development and administration costs.
3. In the event of multiple claims and/or components, a payment made by the other party will be allocated to the oldest claim and the legally designated component, regardless of which claim or component the other party designates.
4. The entire claim for payment shall be immediately due and payable if:
   a. term of payment has been exceeded;
   b. the other party has gone bankrupt, applied for a moratorium, or been admitted to a debt rescheduling arrangement;
   c. goods or claims of the other party are attached;
   d. the other party (company) is dissolved;
   e. the other party (natural person) is placed under guardianship or dies.
5. If the term of payment referred to in paragraph 1 is exceeded, the other party will be in default by operation of law without any notice of default being required, and will owe statutory (commercial) interest from the due date at that time.
6. The Counterparty must fulfil all its obligations under the Wet ketenaansprakelijkheid (WKA) (Sequential Liability Act). The other party is required to attach correct man-days records, with week numbers, names of employees and citizen service numbers to each invoice within the framework of the WKA. Ruvoma reserves the right not to pay invoices if the aforementioned data are missing. In the event of a dispute regarding the number of hours worked, only the statements approved by Ruvoma will be deemed to be correct.
7. Ruvoma is at all times entitled to pay a percentage, reasonably determined by Ruvoma, of the remuneration owed by Ruvoma into a G-account of the counterparty. The other party is obliged, to the extent possible, to have a G account at its disposal for that purpose.
8. Furthermore, the other party is obliged to provide Ruvoma, within one week after obtaining the order, with a payroll tax certificate (not older by the other party. Furthermore, the following will be charged to the other party for the costs incurred and suffered by Ruvoma as a result of the suspension of its activities. months), a copy of the G-account agreement, as well as a recent copy of the Chamber of Commerce registration (not older than 1 year).
9. If a (payment) discount, under any heading whatsoever, has been agreed upon, it will only apply if the other party has complied with the conditions set forth therein and has also complied fully and strictly with all of its other (payment) obligations arising under the agreement with respect to Ruvoma.

Article 7 Securities

1. Ruvoma is entitled to require sufficient security for the compliance with the other party's payment obligations before commencing or continuing the performance of the agreement. In the event of any default, the other party is obliged to provide, at Ruvoma's discretion, adequate security, including bank guarantees or pledges, for the performance of its payment obligations. The security offered must be such that the claim and any interest and costs thereon are properly covered. In the event of any default, the other party is obliged to satisfy its payment obligations in another manner. Ruvoma is at all times entitled to refuse the payment method referred to in the previous sentence. The costs of the security and other payment methods will be borne by the other party.
2. In case the other party is in default of payment, Ruvoma shall be entitled to immediately cease or suspend all work for the other party, without accepting any liability for any resulting damage.
3. The other party shall assist Ruvoma in establishing a lien on any and all goods brought into the power of Ruvoma by the other party within the scope of the agreement, as additional security for all that the other party may owe Ruvoma in any capacity or for any reason, including non-exigible and contingent debts.
4. Ruvoma has a lien on all goods that are brought into the control of Ruvoma by the other party within the scope of the agreement, for additional security of all that the other party, in whatever capacity and for whatever reason, may owe Ruvoma, including non-exigible and contingent debts. The costs associated with the safekeeping on the basis of the right of retention will be borne by the other party.
5. If the other party refuses to provide the requested security, Ruvoma will be entitled to dissolve the agreement, without prejudice to its right to claim damages.

Article 8 Force majeure

1. Ruvoma is entitled to suspend the performance of its obligations for the duration of a force majeure situation. If, due to force majeure, Ruvoma is unable to perform any obligation towards the other party, the performance thereof will be suspended for the duration of the force majeure situation, with a maximum of one month. After this month, Ruvoma has the right to dissolve the agreement, in whole or in part, in writing.
2. Force majeure also includes any circumstance that could not reasonably be expected at the time of the conclusion of the contract and that lies outside Ruvoma's sphere of influence. This includes: government measures, pandemics, extreme and unfavourable weather conditions, storm damage, floods and other natural disasters, fire, strikes, transport stoppages, failure to obtain permits, import and export bans, extreme or unexpected traffic stoppages, maritime failures, traffic jams, riots and/or wars, problems at suppliers, as well as any delay and undercapacity at Ruvoma caused by delays in other work and an attributable failure to perform and/or force majeure on the part of those persons on whom Ruvoma depends for the manufacture and/or delivery of products and services.
3. Force majeure can never be a ground for compensation to the other party. Ruvoma is not obliged to pay any compensation to the other party if it was unable to perform, properly perform, or in a timely manner due to force majeure.
4. Even if the circumstance preventing (further) performance arises after Ruvoma should have performed its obligation, Ruvoma will be entitled to rely on force majeure.

Article 9 Changes to contracted work (additional or less work) and cost-increasing circumstances

1. The provisions of this article apply to work that is accepted by Ruvoma for an agreed upon total price for the entire work.
2. Changes in the work shall in any case result in more or less work if:
   a. there is a change in the design or specifications;
   b. the information provided by the other party does not correspond with the reality
   c. estimated quantities are deviated from by more than 10%;
   d. the normal working time is exceeded by more than 10%;
   e. there is a deviation from the offsetting quantities in the event of deviations in excess of 10%, the other party and Ruvoma will agree on a modified unit price.
3. Additional work is calculated on the basis of the value of the price determining factors applicable at the time the additional work is performed. Reduced work will be charged with reference to the value of the price determining factors which applied at the time of the conclusion of the contract.
4. If the balance of the contract reductions exceeds that of the additional work, Ruvoma may charge the other party 10% of the difference in the balances in the final invoice. This provision shall not apply to reductions in work resulting from a request by Ruvoma.
5. Ruvoma has the right to change the agreed performance if, in view of the circumstances, this is, in Ruvoma's opinion, necessary for the proper execution of the work.
6. In case of cost-increasing circumstances as referred to in Clause 7:753 of the Dutch Civil Code, Ruvoma is entitled to an additional payment.
7. If, during the performance of the work, unforeseen circumstances appear which were not reported by the other party in writing and which also could not have been observed visually by Ruvoma without examination at the time of the on-site inspection of the work, Ruvoma will be entitled to adjust the price in connection with the additional costs resulting from these unforeseen circumstances. If the other party does not agree to this, Ruvoma will be entitled to terminate the agreement with immediate effect by registered letter. In that case, the other party is not entitled to claim damages; however, Ruvoma is entitled to proceed with a settlement pursuant to Art. 7:764, paragraph 2 of the Dutch Civil Code.
8. The other party is solely entitled, instead of agreeing to an additional payment as provided for in paragraph 5, to limit, simplify, or terminate the work, after which the amount owed by the other party will be determined by Ruvoma in accordance with the requirements of reasonableness and fairness.

Article 10 Obligations of the other party

1. The other party shall ensure that Ruvoma has timely access to the data and approvals necessary for the set-up of the work, such as permits, exemptions and decisions, unless otherwise agreed upon in writing between the parties.
2. The other party guarantees that the agreement can be executed by Ruvoma without impediments and delays. The other party is obliged to inform Ruvoma of all circumstances, including the risks and the properties of the goods to be processed. The other party is obliged to be present when Ruvoma commences the work and, if necessary, to provide instructions which are important for the proper performance of the work. If necessary, the other party will provide a competent person at Ruvoma's disposal at the expense and at the expense of the other party, so that Ruvoma is able to perform the order as quickly and as well as possible and without damage during the agreed time of performance.
3. The other party shall ensure that the site where the agreement is to be performed is easily accessible in accordance with Ruvoma's judgment.
4. The other party is obliged to inform Ruvoma, as well as the employee on duty at the location, of all circumstances including technical aspects and to provide Ruvoma with all drawings and maps. The other party must also point out all other obstacles and risks present, such as, among other things, the condition of the soil and (ground) water levels, risks for third parties (for example, in the event of spraying activities), protected native plant and animal species present, plot restrictions and contamination of the soil by building materials and objects present in the work.
5. The other party is obliged to clearly mark obstacles in advance. The other party is obliged to be present when Ruvoma commences the work and, if necessary, to give instructions which are important for the proper performance of the work. If necessary, the other party will provide a competent person at Ruvoma's first request and at the expense of the other party, so that Ruvoma is able to perform the order as quickly and as well as possible and without damage during the agreed time of performance. Without further information and markings, Ruvoma may assume that no obstacles and the like are present, or at least that no account needs to be taken of them.
6. The other party is a 'grounder' within the meaning of the 'Law on the exchange of information regarding overhead and underground networks'. The excavation, dredging and soil work will always be carried out under the responsibility and management of the other party with regard to the prevention of damage to underground cables and other objects. In the event of excavation, dredging or soil work, the other party must therefore timely make a KLIC notification in accordance with the standards and regulations before commencement of the work. The other party will be obliged to follow all instructions received on account of the aforementioned notification and will ensure that all pipeline/network operators respond. The Counterparty will have the obtained area information present at the work location. If the other party has not provided the information referred to in the previous paragraphs or has not fulfilled the obligations referred to herein, it guarantees that no cables, pipes and other obstacles, impediments or risks are present at the work location. In the event of the possible presence of cables, pipes and other obstacles, the other party will make available at Ruvoma's first request, at the expense and risk of the other party, a competent person who will carry out the excavations under the direction and responsibility of the other party and who will carry out other obligations within the framework of 'careful excavation', so that Ruvoma is able to carry out the work in the agreed time of execution as quickly and as well as possible and without damage.
7. At Ruvoma's request, the other party undertakes to provide an insight into the environmentally hygienic condition of the soil to be treated, to issue a H&G plan for the design phase and/or to perform or have an asbestos inventory performed by a certified asbestos inventory agency (SC 540) and/or a building materials survey.
8. Items brought in by the other party or to be removed on the instructions of the other party will remain the property of, and therefore at the expense and risk of, the other party.
9. Unless otherwise agreed, the other party will be responsible for the removal of any items released during the work location. If the agreement, such as soil and waste. The other party is responsible for providing data regarding the (environmental) quality of the soil to be excavated or processed by Ruvoma, or of the material to be transported by Ruvoma. The costs of sampling and analysis of the soil to be excavated, transported, treated or processed will be charged to the other party.
10. The other party guarantees compliance with all regulations concerning working conditions and safety. The other party is obliged to optimise working conditions and safety as far as reasonably possible.
11. The other party is prohibited from directly or indirectly employing an employee of Ruvoma in any manner whatsoever or having such an employee work for it in any manner whatsoever within one year of the end of the agreement under penalty of an immediately payable fine of €5,000 for each violation and for each day that the violation continues.
12. The other party is prohibited from directly or indirectly carrying out the activities carried out by Ruvoma for third parties in any way whatsoever within one year after the end of the agreement, under penalty of an immediately payable fine of €5,000 per violation and for each day that the violation continues, unless the other party demonstrates that it had already carried out these activities for third parties prior to entering into the agreement.
13. The other party shall ensure that the public road is cleaned/kept clean before, during and after the work, if the public road is used for the work. If the other party will not do so, the other party shall notify Ruvoma thereof in writing prior to the commencement of the work. Ruvoma is at all times entitled to take on the cleaning/maintenance work itself and to charge the other party for the costs thereof.
14. The other party must ensure that all statutory obligations, including health and safety requirements, with respect to both personnel and tools and other equipment are complied with. The other party must demonstrate this at Ruvoma's request. All employees must be familiar with Ruvoma's HSE regulations and must be in possession of a safety passport, or provide a copy of the certificate of the VCA basic and/or full diploma obtained, prior to the work.
15. The other party is not permitted to have the order performed by third parties without Ruvoma's express written consent. In that case, the other party must set forth in writing the agreement to have third party and ensure that these general terms and conditions apply to that agreement in such a way that the other party assumes the legal position of Ruvoma and the hired third party assumes the position of the other party.

Article 11 Liability

1. Except in cases of intent or gross negligence, any and all liability of Ruvoma, for any reason whatsoever, is limited to the amount paid by the insurer in the case in question under Ruvoma's liability insurance policy, plus the amount of the deductible which is not borne by the insurer under the policy or the terms and conditions.
2. For the purposes of these terms and conditions, intentional acts or omissions or gross negligence shall mean intentional acts or omissions or gross negligence on the part of Ruvoma's organs or persons charged with the management of its business, including executive employees.
3. If Ruvoma has not taken out liability insurance or if the insurer, for whatever reason, does not provide coverage, except for and as far as there is intent or gross negligence, each and every liability is limited to the amount that will be equal to the invoice amount (excluding VAT) that has become due to Ruvoma as a result of the agreement for which Ruvoma has been held liable, with a maximum of €10,000.
4. Ruvoma will never be liable for indirect or consequential damages, including but not limited to loss of turnover or other possible loss of business.
5. Ruvoma is not obliged to pay damages as a result of a failure in the performance of any obligation, if this cannot be imputed to it (force majeure). This will be the case if the failure is not due to its fault, nor is it for its account pursuant to the law, legal acts or generally accepted practice. The agreement cannot be dissolved by the other party in this case.
6. Ruvoma is not liable for:
   a. damage arising from the execution of instructions, advice or orders from the other party which are outside the scope of the activities resulting from the order, unless the other party can demonstrate that this is due to gross negligence or intent on the part of Ruvoma
   b. defects in the performance of the agreement through the fault or agency of the other party or third parties for which the other party is responsible
   c. damage caused by the fault or intention of third parties, whether or not engaged by Ruvoma in the execution of the agreement to the other party
   d. damage to other movable or immovable property which arises as a result of the demolition of (parts of) immovable property in accordance with the order and/or statutory regulations
   e. the non-performance, incorrect or partially incorrect performance of the agreement as well as for advice or research given, unless such is the direct result of intent or gross negligence on the part of Ruvoma. Measuring, estimating, assessing, calculating and writing errors and the like are expressly not to be considered (as a result of) intentional act or omission or gross negligence
   f. damage caused by or during the storage of goods to be handled or processed by Ruvoma
   g. damage which is caused by the functioning or non-functioning of the goods to be processed or treated by Ruvoma
7. Ruvoma does not provide any warranty on goods delivered by it or services performed by it, unless expressly agreed otherwise in writing. If the goods and services delivered to Ruvoma are guaranteed by suppliers of those goods or services, Ruvoma will transfer those rights against those suppliers to the extent possible at the first request and expense of the other party.
8. Unless expressly agreed otherwise, Ruvoma's assignment involves no more than an obligation of effort (not an obligation to produce a result) to perform the agreed work and/or to deliver the agreed goods.

Article 12 Indemnification

1. If a third party holds Ruvoma liable for any damage or portion of damage for which it would not be liable under the agreement or these terms and conditions if that damage were suffered by the other party, the other party will fully indemnify Ruvoma in that respect and compensate Ruvoma for everything which Ruvoma must pay to that third party. The other party is also obliged to indemnify Ruvoma for costs, interests, damages of and/or by fines, claims, penalties and other governmental measures. These indemnification obligations of the other party also apply to the managers, partners, directors, employees and other persons involved with Ruvoma.

Article 13 Insurance for storage and goods to be processed

1. The other party declares that it will itself take care of adequate insurance for damage that may occur to its goods during the storage thereof as well as the processing thereof by Ruvoma. The risk of damage includes, among other things, loss and fire damage, as well as other types of damage which may occur in or around Ruvoma will be at the expense and risk of the other party.
2. At Ruvoma's request, the other party will provide a copy of the policy or policies for the insurances mentioned in this article. Furthermore, the other party must comply with all its obligations with respect to the insurance policies, including timely payment of the premiums due.
3. If this article is not complied with by, and Ruvoma is sued by a third party to pay any damages, the other party is obliged to indemnify Ruvoma in full.
4. The other party, in case of any event in which Ruvoma's insurance is called upon, will pay the total own risk and all resulting damages.

Article 14 Complaints

1. Visible defects must be reported to Ruvoma immediately, but at the latest within 24 hours after the actual delivery of the goods or the completion of the work, in writing and with an explanation.
2. Other defects must be reported in writing within a reasonable period of time after they have been discovered or reasonably should have been discovered.
3. After the expiration of these periods, the right to rely on the defects expires.
4. Ruvoma must be given the opportunity to examine the merits of the complaint. If it is found to be (partially) justified, Ruvoma will, if it is liable - at Ruvoma's option - repair, replace or compensate the damage. Liability for any delay in the delivery of replacement products or services that may result from this is excluded.
5. Complaints about invoices must be made within eight days after the date of sending the invoice.
6. The submission of a claim does not suspend the payment obligation.
7. Ruvoma is expressly permitted, during the performance of the work, to deviate from any advice, plan or drawing previously provided, since this advice, plan or drawing is an execution plan which was drawn up before the start of the work and, during the work, it can sometimes be useful to make changes.
8. The right to complain shall lapse six months after the completion of the work or the delivery of the work.

Article 15 End of the Agreement

1. Ruvoma is authorised, without notice of default or judicial intervention, to terminate the contract in whole or in part with immediate effect, or to terminate, dissolve, or suspend the performance of the work in an unfinished state, without prejudice to any other rights it may have such as performance or damages, if:
   a. the other party has applied for or been granted suspension of payment or statutory debt rescheduling;
   b. the other party is declared bankrupt or a request for bankruptcy has been filed;
   c. the other party has failed to comply with an obligation, or it is foreseeable for Ruvoma that he will fail to do so;
   d. circumstances have arisen of such a nature that performance of the agreement is impossible or can no longer be demanded in accordance with standards of reasonableness and fairness
   e. the other party (company) is dissolved, sold or goes into liquidation (including the transfer of shares as a result of which the control within the company changes);
   f. the other party (natural person) is placed under guardianship or dies, or if it loses the management or leadership of its business, goods or part thereof in any other manner.
2. Suspension and termination will take place by means of a written statement without Ruvoma being obliged to pay any damages or provide any guarantee.
3. All claims which Ruvoma may have against the other party in these cases will be immediately due and payable in full.
4. Dissolution of the agreement by the other party is excluded.

Article 16 Delivery and risk

1. The place of delivery shall be the location specified by the other party which is accessible by a paved road. If transport of the goods to be delivered has been agreed upon, this shall take place at the counterparty's expense and risk, unless delivery free of charge has been agreed upon.
2. From the moment of delivery, the goods are at the counterparty's risk. Deviation from this is only possible by written agreement.
3. Acceptance of Ruvoma's goods by the other party or the carrier hired by it is proof that the goods have been received in an externally satisfactory condition, unless the contrary is apparent from the bill of lading or the receipt.
4. If Ruvoma is unable to deliver the goods to the other party due to the other party's default, Ruvoma may charge reasonable costs for this. These costs amount to at least 5% of the value of the goods per day, with a minimum of €100,00 per day.

Article 17 Intellectual property and data

1. Any intellectual property relating to the performance rendered remains entirely with Ruvoma. In individual cases, a counterparty may be granted a right of use with respect to the service provided. This right of use will, however, never extend further than as far as required for the execution of the individual agreement.
2. Should the other party infringe upon the intellectual property rights vested in Ruvoma or facilitate such activities by third parties, the other party shall owe an immediately payable penalty of €2,500.00 for each violation, without prejudice to Ruvoma's claims for full compensation.
3. The other party guarantees that the intellectual property relating to the data and documents supplied by it belongs to no one other than the other party. Consequently, the other party shall indemnify Ruvoma from and against any and all claims from third parties in connection therewith and/or other claims which harm Ruvoma and which are a consequence of the other party's failure to comply with the aforementioned guarantee.
4. Ruvoma is free to collect data for and during the performance of its work to the extent that this data collection is not in violation of the law. These collected data are the property of Ruvoma unless otherwise agreed upon.

Article 18 Retention of title

1. All goods to be delivered and delivered, pursuant to any agreement whatsoever, remain the inalienable property of Ruvoma until the other party has paid the claims concerning the consideration for the goods delivered or to be delivered by Ruvoma pursuant to the agreement, and activities performed or to be performed for the benefit of the purchaser pursuant to such an agreement, as well as claims concerning defaults in the performance of such agreements, including claims concerning penalties, interest and costs.
2. As long as the other party is not in default with respect to the performance of any agreement with Ruvoma, it has the right to treat and process the delivered goods in the manner customary in its business operations. If Ruvoma's right of ownership is extinguished after processing by the creation of a new object, blending, accession, etc., the other party will transfer the (co-)ownership of the new object thus created to Ruvoma in proportion to the invoice value. The other party will act free of charge as the holder and custodian of the goods of which Ruvoma will acquire (joint) ownership.
3. If the other party is in default, Ruvoma is authorized to immediately claim the goods from anyone who holds them. The other party is obliged to grant Ruvoma access at all times in order to enforce its rights.

Article 19 Control and treatment of plants and crops

1. In case of weed control, pest control and/or treatment of invasive alien plant varieties and/or crops, Ruvoma will make every effort to make the treatment or control successful, but cannot guarantee any results.
2. Ruvoma will not compensate the other party for damages if the treatment or control described in the first paragraph is not successful. Nor is Ruvoma obliged to perform the treatment or repression again.
3. Ruvoma is not liable for (in)direct (consequential) damage that occurs during or after the treatment(s) described in the first paragraph, including but not limited to consequences for the growth and flowering of plants and/or crops.

Article 20 Privacy

1. To the extent that personal data are provided by the other party to Ruvoma in the context of the performance of the work, such data will be processed in a proper and careful manner and in accordance with the General Data Protection Regulation and the Dutch Data Protection Implementation Act.
2. Technical and organizational measures will be taken by the other party to protect the personal data against loss or any other form of unlawful processing, taking into account the state of the technology and the nature of the processing.

Article 21 Competence, Disputes and Application Dutch law

1. Dutch law shall apply to all offers and agreements.
2. Disputes shall be submitted to the civil court in the Netherlands. In cases where the court is competent, the court in Utrecht shall have exclusive jurisdiction. Ruvoma is also entitled to submit disputes to any other legally competent court.
3. The other party is deemed to have its residence in the Netherlands for any and all contracts and disputes arising therefrom. If Ruvoma does not have a domicile known to it, the rules for the absence of a known domicile in the Netherlands shall apply.
4. The Vienna Sales Convention is not applicable and is hereby expressly excluded.
5. The following rules shall also apply to road transportation
   a. to national road transport: de Algemene Vervoercondities 2002 (AVC), always the most current version, as published and filed by the Stichting Vervoeradres at the registry of the District Courts of Amsterdam and Rotterdam;
   b. for international road transport: the Convention on the Contract for the International Carriage of Goods by Road, in the version ratified by the Netherlands (CMR).

Chapter II Hiring of equipment

Article 22 General

1. Ruvoma undertakes to make the agreed equipment (hereinafter: "rental object") available for the agreed period, likewise the other party is obliged to accept the rental object from Ruvoma for the agreed period.
2. If applicable, the time necessary to assemble and/or disassemble the rental object will be part of the total rental period.
3. On taking delivery of the rented object the other party shall carefully examine the rented object for soundness, condition and completeness. Should the other party thereby discover defects or deficiencies, he must report these immediately to Ruvoma in writing.
4. Ruvoma is entitled at all times to replace the rental object with an equivalent rental object.
5. The other party is obliged to use the rental object exclusively within the framework for which the rental object is suited by its nature and only for the purpose for which it was rented.
6. The other party uses the rental object with due observance of the instructions which Ruvoma provides it with by means of instruction manuals and the like or in any other way. To this end the other party declares to have sufficient experience and expertise with respect to the rental object.
7. The other party will continually inspect the rental object for proper operation and, to the extent not otherwise agreed, will perform in a timely manner the daily maintenance required to maintain proper operation and will use the proper lubricants and fuels during the entire period that a rental object is in its possession.
8. The costs of maintenance and repair, all insofar as they are the result of normal wear and tear during proper use in accordance with their purpose, shall be borne by Ruvoma.
9. The other party is prohibited from making the rental object available to third parties for rent, sublease, use or otherwise, without the prior written consent of Ruvoma.

Article 23 Rental prices

1. Unless otherwise agreed upon, the prices are exclusive of fuel and exclusive of delivery and removal costs of third parties or Ruvoma itself.
2. Ruvoma reserves the right to make interim price changes and to charge them to the other party.

Article 24 Damage and transport risk

1. The other party is liable for all damage, however called and however caused to the rental object during the rental period. Upon discovery of a defect, deficiency or damage to the rental object, the other party shall not continue to use it until after consultation with Ruvoma. If the other party fails to consult with Ruvoma (in a timely manner), then damages resulting from the continued use will be or remain for the account of the other party.
2. Ruvoma is not liable for any direct or indirect damage and/or injury, which may be caused by the rented equipment. The other party hereby assigns the relevant policy rights to Ruvoma.
3. The other party is obliged to report any damage, loss, theft, seizure and/or claims of third parties to Ruvoma immediately, but within 24 hours, after any occurrence.
4. The other party must take all usual measures to prevent theft of the rental object. In the event of theft or loss of the rental object, the other party is obliged to report the theft to the police station. The other party shall be liable for any damage resulting from theft and/or misappropriation of the rental object.
5. The other party shall be liable for all damage to, or caused by, the rented object during all transports carried out by or on the instructions of the other party, however and by whomever caused. In the event of damage, loss, theft, the repair costs or new value shall be charged.

Article 25 Work orders

1. Ruvoma or its authorized representative may record the type and number of rental hours made on work orders. In that case, the work orders shall be drawn up daily or weekly and signed for approval by both parties.
2. If the other party or its authorized representative does not make use of the opportunity provided to sign, the other party shall be deemed to agree with the contents of the work orders.

Article 26 End of rental period and return

1. The rental period ends after Ruvoma has taken possession of the rental object, by means of inspection and acceptance by signing a return slip or end of rental slip by Ruvoma and the other party.
2. Signing off and leaving the rental object unattended at the workplace or in or at one of Ruvoma's locations will not be accepted and will not be considered as an end of rental period and/or return.
3. The rental object must be returned by the other party in the same original state as in which it was received. That is to say, without damage, maintained, clean and in the same manner as upon delivery. (All this except for normal wear and tear). Damage, extra time or costs resulting from this will be at the expense of the other party.
4. If the other party does not return the rented object at the latest on the day on which the agreed rental period ends, the other party will owe Ruvoma compensation at least equal to the agreed rental price. In this respect, each part of a day is considered a full day. Notwithstanding the foregoing, Ruvoma retains the right to recover additional damages from the other party. If the rental object is returned earlier than the day on which the rental period ends, the other party is not entitled to a refund of rent.

Chapter III Hiring of machinery and equipment

Article 27 General

1. The other party is obliged to ensure that the equipment hired by Ruvoma from the other party is present in good time and at the desired location.
2. Ruvoma's subcontractors or other persons retained by Ruvoma are at all times authorized to drive the rented equipment unless expressly prohibited by the other party's operator.

Article 28 Instructions

1. Ruvoma is only obliged to carry out reasonable instructions of the other party, to the extent rented rental object and the purpose for which it was made available. All work will be performed under the responsibility and direction of the other party.

Chapter IV Posting of employees

Article 29 Provision, selection and replacement

1. If Ruvoma provides an employee, a fixed hourly rate will be charged. Ruvoma is entitled to increase this hourly rate when cost price determining factors, such as purchase prices, wages, social security contributions, insurance premiums, etc., as well as the rates which determine the price of the goods and services provided by Ruvoma, change.
2. The other party shall provide in a timely manner all information relevant for the proper execution of the order, including but not limited to a clear description of the work, the required and desired qualifications, the working hours, place of work, working conditions and the intended duration of the order.
3. Ruvoma is entirely free in the selection of the employees, who will be made available with respect to the agreement. Ruvoma may at any time replace any employee provided by it with another employee.
4. Ruvoma shall not be accountable to the other party and shall not be obliged to compensate any damage or costs to the other party in the event the contract for the provision of services is terminated, which directly or indirectly results in the termination of the contract.

Article 30 Warranty safety, indemnification and liability

1. The other party will act with the same care in respect of the assigned employee when exercising supervision or management and with regard to the execution of the work as it is required to do in respect of its own employees.
2. The Other Party explicitly declares itself familiar with the legal provision of article 7:685 paragraph 4 of the Dutch Civil Code, which stipulates that a person who, in the exercise of his profession or business, has work performed by a person with whom he has no employment contract, is liable for the damage suffered by that person in the exercise of his work.
3. The other party shall compensate the employee for all damage the employee suffers in the performance of his duties, unless the damage is substantially caused by intent or conscious recklessness on the part of the employee. The other party shall indemnify Ruvoma against all claims in that respect.
4. Ruvoma is not liable for damage to the other party or to third parties, which is caused during the provision of services and which arises from work performed, research and/or advice given by its employees.
5. The other party will take out adequate insurance against liability pursuant to the provisions of this article.

Article 31 Prohibition to employ workers or making them available to third parties

1. The other party is not permitted to employ employees who have been placed at the disposal of Ruvoma, during the period that the employee in question has been placed at the disposal of Ruvoma and within a period of six months after the expiry of the agreement.
2. In case of violation of the provisions of paragraph 1, the other party will forfeit a penalty to Ruvoma in the amount of six gross monthly salaries of the employee in question.
3. Without Ruvoma's prior written consent, the other party is not permitted to make the employee available to a third party to perform work under the direction and supervision of that third party or a third party designated by it.