

GENERAL TERMS AND CONDITIONS

Definitions

In these general terms and conditions, the following definitions apply:

Contractor: Explosive Clearance Group B.V., with registered office at Nieuweweg 210, 6603 BV Wijchen, registered with the Chamber of Commerce under number: 09155853 and/or Armaex B.V. with registered office at Heliumstraat 15, 7463PL Rijssen, registered with the Chamber of Commerce under number: 08188382.

Client: the party with whom the contractor has concluded a contract for services or a contract for work, as well as the party to whom the contractor has issued a quotation;

Days: all calendar days;

Additional/less work: additions to or reductions in the agreed work requested by the client, which result in additional payment, on top of or a reduction in, the agreed price.

1. Application

1.1 These terms and conditions apply to all offers, assignments and agreements and the resulting performance of work and delivery of services, goods, measurement and research results, advice, software and secondments of employees by the Contractor, to the exclusion of the Client's general terms and conditions, unless otherwise agreed in writing.

1.2 The conclusion of an agreement means that these general terms and conditions of delivery have been accepted by the Client.

1.3 If the agreement is concluded on behalf of the Client by a third party, this third party guarantees that the Client has accepted these terms and conditions, failing which the third party is bound by these terms and conditions as if he were the Client himself.

1.4 The Client with whom these general terms and conditions of delivery have been agreed agrees to the applicability of these terms and conditions to additional work, additional work and agreements to be concluded by it with the Contractor at a later date.

1.5 The provisions of these terms and conditions can only be deviated from if this has been expressly agreed in writing. If any part of these terms and conditions is deviated from, the other provisions will remain in full force.

1.6 In the event that these terms and conditions are made available in another language and a dispute about interpretation or explanation arises, the text in the Dutch language will prevail at all times.

2. Offer, information and conclusion of agreement

2.1 All quotations from the contractor are without obligation, unless expressly stated otherwise in the quotation.

2.2 The contractor's quotations are valid for a period of sixty (60) days after the date of the quotation, unless otherwise indicated. Unless otherwise indicated, the contractor is only bound by the quotations if their acceptance is confirmed in writing by the client within sixty (60) days.

2.3 If the client's acceptance deviates from the offer included in the quotation (including on apparently minor points), the contractor is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless the contractor indicates otherwise.

2.4 A composite quotation/price quotation does not oblige the contractor to perform part of the assignment for a corresponding part of the price stated in the quotation.

3. Obligations of the client

3.1 The client is obliged to provide the contractor in good time with all information which the contractor deems necessary for the proper performance of the agreement. The offer is based on the information provided by the client for this purpose (including the digital substrate of the search area in RD coordinates and NAP heights, the historical preliminary investigation carried out in accordance with the WSCS-OCE), whereby the contractor may rely on the accuracy and completeness thereof. The information provided by the client will serve as the basis for the conclusion of the agreement. The client guarantees the accuracy, completeness and reliability of the information provided to the contractor, even if it originates from third parties.

3.2 The client shall ensure that the contractor has timely access to:

- the information and approvals required to carry out the work (such as drawings, permits and exemptions);
- the site or water in or on which the work is to be carried out;

- sufficient opportunity for the supply, storage and/or removal of materials and resources.

3.3 If the information required for the performance of the agreement is not provided to the contractor in a timely manner, the contractor shall be entitled to suspend the performance of the agreement and to charge the client for the additional costs resulting from the delay, in accordance with the contractor's usual rates.

3.4 The client must ensure that the work to be performed by third parties, which does not form part of the work agreed with the contractor, is performed in such a way and at such a time that the performance of the work is not delayed.

4. Performance of the agreement

4.1 The contractor shall perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the state of the art known at that time. This includes the detection equipment used. The contractor only has an obligation to perform to the best of its ability towards the client and there is always the possibility that an object or explosive will not be detected, for example because it is outside the measuring range or because environmental factors (such as the presence of objects that interfere with detection) influence the measured values.

4.2 If and insofar as required for the proper performance of the agreement, the contractor has the right to have work carried out by third parties. This will be at the expense of the client.

4.3 If it has been agreed that the agreement will be performed in phases, the contractor may suspend the performance of those parts that belong to a subsequent phase until the client has approved the results of the preceding phase in writing.

4.4 The work accepted and its execution are at the expense and risk of the contractor from the time of commencement until the day on which the work is considered to have been completed.

4.5 The contractor is presumed to be familiar with the legal regulations and government decisions relevant to the execution, insofar as these apply on the day of the quotation. The consequences associated with compliance with these regulations and decisions are at his expense.

4.6 The contractor is obliged to point out to the client any imperfections in the working methods prescribed by or on behalf of the client and in the orders and instructions given by or on behalf of the client, insofar as the contractor was aware of these or should reasonably have been aware of them.

5. Changes and additional/less work

5.1 Any changes to the agreement (or its implementation) requested by the client after the assignment has been given or the agreement with the contractor has been concluded must be notified to the contractor in writing by the client before the contractor has commenced implementation of the agreement. These changes will only become part of the agreement concluded between the contractor and the client after the contractor has accepted these changes in writing or has commenced their implementation. If, in the opinion of the contractor, the changes requested by the client make proper performance of the agreement impossible, the contractor is entitled to terminate the agreement with the client extrajudicially on these grounds. In this case, the contractor shall not be liable for any damage suffered by the client as a result, of whatever nature and extent. Problems arising from the changes shall always be at the expense and risk of the client.

5.2 If the contractor accepts the changes to the original agreement or has commenced implementation thereof, the client is obliged to pay all resulting (additional) costs to the contractor as costs of additional work, without prejudice to the client's other payment obligations under the agreement concluded with the contractor.

5.3 If the aforementioned changes result in a delay in the performance of the agreement, the deadlines specified by the contractor will be extended by the period of the delay. The contractor will never be liable to the client for the resulting delay.

5.4 If the contractor otherwise believes that additional work is required, it shall notify the client of this in writing as soon as possible. The contractor shall also provide the client with an indication of the consequences for the deadline for completion of the agreement, as well as the costs associated with the additional work.

5.5 If the client has not notified the contractor of any objection to the additional work within four working days of receiving the notification referred to in paragraph 4, the client will be deemed to have accepted this additional work and will be obliged to pay the contractor the resulting (additional) costs.

6. Deadlines, delivery and delivery time.

6.1 The deadlines/delivery times specified by the contractor to the client in connection with the performance of the agreement are only indicative and shall never be regarded as strict deadlines, even if they are final deadlines.

6.2 If, with exception to the cases referred to in Article 4, the contractor is unable to perform the agreement within the agreed period, the contractor shall inform the client as soon as possible of the period within which the agreement can be performed.

6.3 If any period specified by the contractor is exceeded, the contractor will only be in default after the client has given the contractor written notice of default and the contractor has been granted a reasonable period of time to still fulfil its obligations towards the client. This reasonable period will be at least equal to half of the originally agreed period for the performance of the agreement in question.

7. Prices and rates

7.1 The prices and rates specified by the contractor are exclusive of value added tax and any other government-imposed levies. The prices and rates apply to the agreement specified in the order confirmation/quotation in accordance with the specified specifications and the specified period(s).

7.2 The parties may agree on a fixed price when the agreement is concluded.

7.3 If no fixed price is agreed, the fixed price will be determined on the basis of the actual number of hours worked (cost plus). The price will then be calculated according to the contractor's usual hourly rates applicable for the period in which the work is carried out, unless a different hourly rate has been agreed.

7.4 In the case of cost-plus, a target price may be given. This is as accurate an estimate as possible of the total price ultimately due, based on the information available and known at that time, consisting of hours and/or materials and/or other costs.

7.5 For assignments with a duration of more than two (2) weeks, the costs owed by the client will be invoiced periodically (e.g. weekly) by the contractor.

7.6 The contractor shall at all times be entitled to charge the client for any price-increasing factors that have arisen after the quotation was issued or the agreement was concluded.

7.7 In the event of a price increase of more than 10% in the fixed fee or hourly rate, each client is entitled to terminate the agreement. The client is not entitled to terminate the agreement if the authority to increase the fixed fee or hourly rate arises from an authority pursuant to the Act.

7.8 The contractor shall notify the client in writing of its intention to increase the fixed fee or hourly rate. The contractor shall state the extent of the price increase and the date on which the price increase will take effect.

7.9 If the client does not wish to accept the increase in the fixed fee or hourly rate of more than 10% communicated by the contractor, the client is entitled to terminate the agreement within fourteen (14) days of the aforementioned notification, effective on the date specified in the contractor's notification on which the price or rate adjustment would take effect.

8. Transport

8.1 The delivery and removal of research equipment and measuring equipment will be charged in accordance with the provisions of the Contractor's quotation or order confirmation, provided that the research points are accessible with the usual equipment.

8.2 If the research location is not readily accessible, accessible and passable for normal equipment and special measures have to be taken, all associated costs, including those for waiting times, shall be borne by the Client.

9. Permits and provision of information

9.1 The Client guarantees the Contractor that it will obtain and retain in good time all permits, including those issued by the government, that are necessary for the work to be carried out and for its normal execution, as well as permission to use the access roads to the work site.

9.2 The Client shall provide the Contractor in good time with high-quality drawings and other data which, in the Contractor's opinion, are necessary for the performance of the work covered by the agreement in accordance with the quotation, and shall provide the necessary cooperation to grant access to the locations where the agreement is to be performed.

9.3 All consequences – penalties, damages and suchlike – resulting from or arising from the failure to provide the permits and information referred to in Article 9(1) and (2) (or to provide them on time) shall be borne by the Client; this applies in particular to the costs of any waiting times and additional transport.

9.4 Within the framework of the Underground Networks Information Exchange Act (WION), the Client, as the excavator, shall provide, at least 5 working days before the start of the implementation work, the information valid at the time of

the execution, in response to the KLIC notification as provided by the Land Registry.

9.5 All consequences caused by the malfunctioning of equipment made available by the Client or by (preparatory) work not correctly performed by the Client, including but not limited to the provision of correct and complete information relating to the assignment, shall be borne by the Client.

9.6 The preceding paragraphs of this article apply in full to work on or near public roads, tramways and railways and, in general, to work on immovable property owned by the government.

10. Obstacles

10.1 If, during the performance of the work, it becomes apparent that there are obstacles above, on or in the ground (even at greater depths) or that unforeseen circumstances arise, such as stones, layers of stone, wood, cables, pipes, over/underground water, soil gases and the like, the Contractor shall be entitled to abandon the investigation point and carry out the work again in the immediate vicinity. The associated (additional) costs and any consequential damage shall be borne by the Client.

10.2 If, during the drilling or probing, there is a risk of damage to or loss of measuring equipment before the agreed depth is reached, the investigation will be considered complete and invoiced at the agreed rates.

10.3 If obstacles or unforeseen circumstances result in damage to or loss of equipment or apparatus belonging to the Contractor or to a company engaged by the Contractor, the Client shall be obliged to compensate the Contractor for such damage or loss.

10.4 If the Client requests that the work be continued despite the obstacles or unforeseen circumstances, all costs, such as those of removing obstacles, waiting times and the like, shall be borne by the Client, as shall any damage to and loss of equipment and materials.

10.5 Damage to cables, pipes, foils and paving shall be entirely at the expense of the Client, unless their presence has been clearly indicated to the Contractor in advance at the investigation points.

11. Health, Safety and Environment (HSE)

11.1 The Client shall inform the Contractor, already at the quotation request stage and furthermore in the event of any changes, of all present and potentially present HSE risks, including but not limited to possible contamination in the subsoil, and related necessary safety measures that are relevant to the Contractor's work.

11.2 When the Contractor carries out work on site, the Client must at all times guarantee a safe working environment and ensure that the Contractor's employees receive all safety instructions required in accordance with the applicable laws and regulations before commencing work.

11.3 The Contractor has the right to suspend its work without giving reasons if, in its opinion, the safety of its employees can no longer be guaranteed or may be compromised in the future, without prejudice to the Client's payment obligations.

11.4 The Contractor reserves the right to leave the work site during work that is not aimed at identifying possible contaminants if potentially harmful contamination is detected or there is reasonable suspicion of its presence. All costs incurred up to that point and those for any cleaning of the materials, equipment and materials used by the Contractor

shall be reimbursed by the Client. Further damage resulting from the aforementioned contaminants shall also be at the expense and risk of the Client.

12. Contractor's personnel

12.1 The Contractor may determine which personnel are deployed, both in terms of professional competence and number. The Contractor may also deploy third-party personnel, unless otherwise agreed in the contract.

12.2 In the case of work carried out on site at the Client's premises and therefore under the Client's responsibility (secondment), the Client is permitted, during a period of work calculated from the start of the work on site, to have personnel replaced if it appears that they

staff do not have the professional competence as described in the assignment. Failure to meet the required professional competence does not release either party from their obligations as laid down in the assignment.

12.3 The Contractor is permitted to replace personnel in its own interest, in consultation with the Client.

12.4 In the event of secondment, the Client is not entitled, during the term of the agreement and for a period of one year after the expiry of the agreement, to directly or indirectly employ any employee involved in the agreement of the Contractor for itself or others, or to have them work for itself, except with the express written consent of the Contractor.

12.5 Any violation of the preceding paragraph by the Client shall result in the forfeiture of an immediately payable penalty of twice the annual salary of the employee concerned, without prejudice to the Contractor's right to claim full compensation.

13. Supervisory activities

13.1 The supervisor made available by the Contractor acts on behalf of, under the responsibility of and on the instructions of the Client and its authorised representative.

13.2 The Client shall provide the supervisor with sufficient instructions to enable him to perform the work assigned to him properly.

13.3 The supervisor is obliged to report all relevant information to the Contractor and the Client. The supervisor shall report directly to the Client or to a person or body appointed by the Client.

13.4 If the supervisor's report to the Client shows that during the work there has been a deviation from the instructions provided by the Client or from the applicable building regulations, the Client will have to take measures to change these instructions or regulations or to bring the work to be carried out into line with them. If the Client is unable or unwilling to comply with the above, the Contractor shall be entitled to withdraw the Contractor's supervisory staff from the project in question without this giving rise to any right to claims for damages by the Client. In that case, the Contractor shall notify the Client in writing that the work is being terminated, stating the reasons for this, and shall retain the right to

to charge the Client for the supervision days not worked.

13.5 The Contractor is entitled to replace supervisors during the work on a project, unless otherwise agreed.

13.6 For work that starts later than definitively agreed with the Client, or that is temporarily interrupted through no fault of the Contractor, the time not actually worked will be charged at the applicable rates, unless it has been agreed in advance that the above arrangement is excluded. In the event of work interruptions lasting longer than 2 days, the first 2 days will be charged at the applicable rates. For the following days, a solution satisfactory to both parties will be sought in consultation with the Client. Work interruptions also include cases of frost delay, impassable terrain, etc.

13.7 Additional work and longer-lasting work through no fault of the Contractor will be charged at the applicable rates. In this regard, the Contractor will cooperate as much as possible to keep the supervisory staff involved in the project.

13.8 The supervisor's working hours will run parallel to the working hours observed at the work site. The Client undertakes to inform the supervisor in good time of the working hours that will be observed and when and why it may be possible or necessary to deviate from these temporarily. Unless otherwise

, the work for which supervision is required may not take place in the absence of the supervisor.

13.9 The supervisor's work will be settled on the basis of the normal working hours (number of hours per working week) applicable at the Contractor's premises at the time the work commences. Overtime will be settled separately, based on the number of hours per working week.

13.10 Unless it has been agreed in advance that the following arrangement is excluded, the Client must provide accommodation – a site office – at the work site for carrying out the necessary administration.

13.11 The Client shall ensure that an internet and telephone connection, printing, scanning and copying facilities, sanitary facilities and coffee and/or tea are provided in the accommodation, unless otherwise agreed.

14. Data

14.1 Data will be reported by the Contractor in writing in single copy, unless otherwise agreed in the agreement.

14.2 The costs of digital reporting, additional reporting, storage of data and samples, including the necessary packaging, and shipment of data and samples shall be borne by the Client. Shipment shall be at the risk of the Client.

14.3 Unless otherwise agreed, the Contractor is not obliged to store data and/or samples after the Contractor has reported the data to the Client.

15. Interpretations and use of research results and reports

15.1 Should a difference of opinion arise in connection with the results of the agreement, the Contractor undertakes to conduct an investigation at the expense of the party in the wrong.

15.2 The Contractor does not guarantee the accuracy of conclusions and/or interpretations other than those reported by the Contractor that the Client and/or third parties attach to the research results and reports delivered by the Contractor.

15.3 In the event that digital information concerning research results and reports deviates from the hard copy held by the Contractor, the data on the hard copy shall prevail.

15.4 Research results and reports, in particular those concerning additional work, such as height measurements, may only be used by the Client within the framework of the objective for which they were compiled in accordance with the agreement.

16. Force majeure

16.1 In the event of permanent force majeure, the Contractor is entitled to terminate the agreement with the Client extrajudicially by means of a written statement. The Contractor is not liable to the Client for any damage suffered by the Client, of whatever nature and extent.

16.2 In the event of temporary force majeure, the contractor is entitled to extend the periods within which the agreement must be performed by the time during which the temporary impediment applies. If the aforementioned impediment lasts longer than six months, the client may demand (partial) termination of the agreement, without the client being entitled to compensation, without prejudice to the client's (payment) obligations with regard to the part of the agreement already performed by the contractor.

16.3 If, at the time of the occurrence of the force majeure, the contractor has already partially fulfilled its obligations or can only partially fulfil its obligations, the contractor is entitled to invoice the part of the agreement already performed or to be performed separately.

17. Retention of title

17.1 Notwithstanding the actual delivery, ownership of the products shall only transfer to the client after the client has paid in full all amounts owed or to be owed to the contractor in respect of products delivered or to be delivered under the agreement, including the purchase/contract price, any surcharges, interest, taxes and costs due under these terms and conditions or the agreement, as well as any work performed or to be performed under such agreement.

17.2 Any amount received from the client shall first be used to settle any claims that the contractor may have against the client in respect of which the contractor has not retained title in paragraph 1. Thereafter, any amount received from the client shall first be used to settle any interest and costs due as referred to in Article 10.4.

17.3 Before ownership of the products has been transferred to the client, the client is not entitled to allow third parties to use the products, to pledge them to third parties, or to otherwise encumber them for the benefit of third parties. The client/entrepreneur is only entitled to sell or deliver the products owned by the contractor to third parties insofar as this is necessary in the context of the client's normal business operations.

17.4 The client is obliged to store the products delivered under retention of title carefully and as recognisable property of the contractor and to insure them against risks such as fire, explosion, damage and theft. At the contractor's first request, the client shall assign all rights to the insurers concerned in this regard to the contractor.

17.5 If and as long as the contractor is the owner of the products, the client shall immediately notify the contractor in writing if any part of the products has been lost or damaged, or if the products are seized and/or any other claim is made on (any part of) the products.

Furthermore, the client shall inform the contractor at the contractor's first request where the products owned by the contractor are located.

17.6 In the event of seizure, (provisional) suspension of payments or bankruptcy, the client shall immediately inform the bailiff, administrator or receiver of the contractor's (property) rights.

18. Payment and security

18.1 Payment by the client must be made within thirty (30) days of the invoice date in the manner specified by the contractor in the quotation, unless otherwise agreed in writing. All payment terms are to be regarded as strict deadlines, unless expressly agreed otherwise in writing. Any right of set-off on the part of the client, on whatever grounds and for whatever reason, is expressly excluded.

18.2 Objections to invoices sent by the contractor to the client do not suspend the client's payment obligation.

18.3 If the client fails to pay, does not pay on time or does not pay in full, it will owe the statutory (commercial) interest on the outstanding invoice amount without prior notice of default, whereby part of a month will be counted as a whole month.

18.4 If the client is in default in the (timely) fulfilment of its obligations, extrajudicial collection costs will be charged in accordance with the 'Decree on compensation for extrajudicial collection costs 2012', without prejudice to the contractor's other rights, such as those to compensation or performance.

19. Complaints

19.1 Complaints about the work performed (or the products delivered) must be reported by the client to the contractor in writing by registered letter within fourteen (14) days of discovery. The notice of default must contain as detailed a description as possible of the shortcoming(s), so that the contractor is able to respond adequately.

19.2 Complaints concerning the performance of the agreement by the contractor shall never entitle the client to suspend its payment obligations towards the contractor.

19.3 If the contractor considers a complaint to be justified, the contractor is entitled to re-execute the agreement in question or to remedy the complaints in some other way.

19.4 If the client believes or continues to believe that the contractor has not performed the agreement on time, in full or properly, it is obliged to notify the contractor of this immediately in writing by registered letter in accordance with the provisions of paragraph 1 and to bring any claims based on this before the court by means of a summons within twelve (12) months after the date of the aforementioned notification, or within twelve (12) months after the notification should have been made, by means of a summons, failing which all its rights and claims in this regard will lapse upon expiry of the aforementioned period.

20. Liability

20.1 The contractor is only liable for damage suffered by the client insofar as this damage is covered by the contractor's liability insurance.

20.2 The contractor is not liable for any damage suffered or to be suffered by the client (or third parties), of whatever nature and/or extent, related to or arising from the performance of the agreement, nor for indirect damage, including, for example, trading loss, consequential damage, loss of profit, loss of savings and damage due to business interruption, unless there is intent or gross negligence on the part of the contractor.

20.3 The contractor shall never be liable to the client for damage and/or costs, of whatever nature and/or extent, that are in any way related to or arise from actions, omissions, errors and/or the quality of the work delivered by third parties engaged by the contractor in the performance of the agreement, unless such damage is partly caused by intent or gross negligence on the part of the contractor.

20.4 If and insofar as, despite the provisions of the aforementioned paragraphs, the contractor is found to be liable to the client in any capacity and/or on any grounds whatsoever, this liability shall be limited to a maximum of the invoice amount (excluding sales tax) charged to the client for the materials supplied/work performed in which the cause of the damage lies, with a maximum of €2,500. The foregoing does not apply in the event of intent or gross negligence on the part of the contractor. A series of related damage cases/events shall be regarded as a single damage case/event.

20.5 Insofar as the client has not yet been invoiced in a given case, the aforementioned text should be read as referring to the agreed fixed price or standard rate that would be charged to the client for the work performed, which is the cause of the damage.

20.6 The client indemnifies the contractor against all claims from third parties in respect of damage in connection with the agreements performed by the contractor, unless it is established in law that these claims are the result of intent or gross negligence on the part of the contractor and the client also demonstrates that it is not at fault in this regard.

21. Suspension and termination

21.1 If the client fails to fulfil one or more of its obligations (including payment obligations) towards the contractor, or fails to do so in a timely or proper manner, the contractor shall be entitled – without prejudice to all other rights accruing to the contractor – to suspend the fulfilment of its obligations towards the client until the client has fully fulfilled its obligations towards the contractor.

21.2 In addition to all other rights to which it is entitled, the contractor has the right to terminate the agreement concluded with the client, without (further) prior notice of default or judicial intervention, by means of a written extrajudicial declaration if:

- there is a permanent force majeure as referred to in Article 8 of these general provisions;
- the client is granted a (provisional) moratorium on payments, the client's bankruptcy is requested or the client himself files for bankruptcy, the client offers his creditors a (private) agreement or convenes a meeting of creditors (for this purpose), or if, with regard to the client, application is requested or granted under the Debt Rescheduling (Natural Persons) Act;

- the client's business is liquidated and/or the client's business activities are effectively discontinued or relocated to a place outside the Netherlands.

22. Intellectual and industrial property rights

22.1 All intellectual and industrial property rights that will arise and can be exercised with regard to the results of the agreement and/or the delivered goods shall at all times and exclusively vest in the contractor. The contractor is entitled to transfer the intellectual and/or industrial property rights obtained to third parties.

22.2 The client guarantees that the results of the agreement or the delivered goods do not infringe on the intellectual and/or industrial property rights of third parties.

22.3 The client indemnifies the contractor against claims from third parties arising from or related to any (alleged) infringement of the aforementioned rights.

22.4 In addition to the provisions of paragraph 14.1, all intellectual and industrial property rights that can be exercised with regard to custom software developed specifically for the contractor shall vest in the contractor. At the contractor's first request, the client shall make the source code available to the contractor.

23. Confidentiality

23.1 The parties are obliged to keep confidential any information related to the agreement. Information is considered confidential if it has been designated as such by the parties or if this is inherent in the information concerned.

23.2 If the contractor is required by law or court order to disclose confidential information to designated third parties, it shall not be obliged to pay any form of compensation or indemnification, and the client shall not be entitled to terminate the agreement.

24. Conversion

If and insofar as any provision in these general terms and conditions cannot be invoked on the grounds of reasonableness and fairness or the unreasonably onerous nature of that provision, that provision will be given a meaning that corresponds as closely as possible to its content and scope, so that it can be invoked.

25. Partial nullity

If any provision of these general terms and conditions is not applicable or is contrary to public order or law, only the relevant provision will be deemed not to have been written, but the other general terms and conditions will remain in full force.

26. Other provisions

26.1 All legal relationships between the contractor and the client, including offers and quotations from the contractor, are governed exclusively by Dutch law.

26.2 There is a Dutch and an English version of these general terms and conditions. In the event of a conflict between the Dutch text and the English text or the interpretation thereof, the general terms and conditions drawn up in the Dutch language are binding. See also article 1.6.

26.2 All disputes arising from or related to the legal relationship between the contractor and the client, to which these general terms and conditions apply, will be submitted exclusively to the competent court in the district in which the contractor's place of business is located and from where the work was performed, unless provisions of mandatory law prescribe otherwise.