

## GENERAL CONDITIONS OF CLEBER N.V.

1. Cleber N.V. is a company limited by shares (*naamloze vennootschap*) incorporated under the laws of The Netherlands with registered office in Amsterdam. A list of persons who hold shares in Cleber N.V. through their respective professional service companies and who, in accordance with prevailing international custom, are also referred to as "partners", will be provided upon request.
2. These General Conditions apply to all work performed or to be performed by or on behalf of Cleber N.V. and to all legal relations of Cleber N.V. with third parties.
3. The terms in these General Conditions have not only been made and stipulated for Cleber N.V. but also in favour of partners (as referred to above), managing directors and all other persons who work or have worked for Cleber N.V., and any persons engaged by Cleber N.V. in its performance of the assignment (*opdracht*) and any persons for whose actions or omissions Cleber N.V. may be liable.
4. All assignments shall be exclusively accepted and performed by Cleber N.V. This shall also apply if it is explicitly or implicitly intended to secure the execution of the assignment by a particular person. The applicability of Sections 7:404 Civil Code (*Burgerlijk Wetboek*) which provides for the event contemplated in the preceding sentence, and of 7:407 (2) of the same Code, which establishes a joint and several liability in the event an assignment is given to two or more persons, is expressly excluded.
5. Cleber N.V. shall arrange for the execution of assignments given to it by 'partners' (as referred to above) and/or by own staff, as Cleber N.V. shall designate, where relevant by engaging third parties. Cleber N.V. shall exercise due care in selecting such third parties. Cleber N.V. shall not be liable for any failure or default by any such third party in the performance of its services. Cleber N.V. has the right to accept, on behalf of the client, any limitation of liability stipulated by any such third party.
6. These General Conditions shall also apply to additional or follow-up assignments.
7. Any and all liability of Cleber N.V. in respect of any work performed or to be performed by or on behalf of Cleber N.V. or otherwise relating to an assignment given to Cleber N.V., shall be limited to the amount which can be claimed in the particular case under the professional liability insurance taken out by Cleber N.V., increased by the amount which Cleber N.V. has to bear as its own risk in that particular case pursuant to the terms of such insurance.
8. Except in the event of wilful misconduct or gross negligence on the part of Cleber N.V., the client shall indemnify Cleber N.V. and hold Cleber N.V. harmless from and against all claims, demands and actions at any time made or brought by any third party against Cleber N.V. and which directly or indirectly result from or relate to the work or services performed or to be performed by Cleber N.V. for the client or otherwise relate to the assignment given by the client to Cleber N.V., including without limitation any damages, costs and expenses incurred by Cleber N.V. in connection with any such claim, demand or action.

9. Unless otherwise agreed, the client shall pay to Cleber N.V. a fee which is calculated on the basis of the number of hours worked multiplied by the applicable hourly rates, as such rates will be determined by Cleber N.V. from time to time. In addition to the fee, the client shall be obliged to pay to Cleber N.V. the out-of-pocket expenses paid by Cleber N.V. on behalf of the client and a compensation for regular office costs (such as postage, telephone, telefax and photocopying costs) determined at a percentage of the fee. All amounts due shall be increased by the turnover tax due thereon at the rate prevailing from time to time.
10. Fee notes of Cleber N.V. must be paid within the term for payment mentioned on the invoice. In the event of non-timely payment, Cleber N.V. has the right to charge interest on the unpaid amount at the statutory rate from the date following the expiry of the term for payment.
11. The legal relation between Cleber N.V. and the client or other third party shall be governed by, and shall be construed in accordance with, Dutch law.
12. All disputes arising from or in connection with (i) the work performed by or on behalf of Cleber N.V. or commissioned to Cleber N.V. and/or (ii) the legal relation of Cleber N.V. with the client or other third party, shall be submitted to the exclusive jurisdiction of, and shall be exclusively decided by, the competent court in Amsterdam, on the understanding that Cleber retains the power to turn to the courts of law that would have jurisdiction over disputes between Cleber and the client or such third party if the above choice of forum had not been made.
13. These General Conditions have been drawn up in the Dutch, English, French, German and Italian languages. In case of a difference or discrepancy between the Dutch text and another text of these General Conditions or in case of a difference in the interpretation thereof, the General Conditions drawn up in the Dutch language shall prevail.

These General Conditions were filed at the Court Registry of the Court in Amsterdam under number 7/2008 and may be consulted at the website of Cleber N.V., [www.cleber.nl](http://www.cleber.nl)