

Article 1: Applicability

1. All offers and agreements subsequently concluded shall be governed by these conditions of trade.
2. Should the contracting party also employ conditions of trade, the contractor's conditions shall prevail, subject to any deviation or alteration from these conditions as agreed in writing by both parties.

Article 2: Offer and agreement

1. All offers shall be free of obligation and shall be valid for a period of 30 days, unless otherwise agreed upon in writing. Offers shall always be based upon performance under normal circumstances and during normal working days and working hours.
2. All drawings and data, such as measurements, weights, capacities and quantities, supplied as part of the offer, shall be as accurate as possible.
3. Any offers, drawings, designs and calculations shall remain the property of the contractor and may not be forwarded or made available for inspection to third parties without his consent.
4. All prices are quoted exclusive of sales tax and any other tax liability or other government charges incurred on sale or delivery.
5. Should any cost price factor significantly increase after the date of the contract's coming into effect, the contractor has the right, mutatis mutandis, to raise the agreed price.
6. Packaging is not included in the price and shall be charged for separately. Packaging is non-returnable.
7. Should the agreement be entered into in writing, it shall come into effect on the date of signing the contract by the contractor, or on the date of dispatch of the written order confirmation by the contractor, whichever be the sooner.

Any agreements which have not been entered into in writing shall also be binding upon the parties. The parties shall be entitled to establish the contents of such agreements by means of any appropriate evidence.

Article 3: Extent of the work

1. The order shall comprise the entire work, as defined in the offer and/or the order confirmation.
2. Subject to any express written agreement to the contrary, the following activities, deliveries and facilities shall not be part of the contractor's obligations. The contracting party undertakes to ensure that such deliveries, activities and facilities will be duly performed in compliance with the requirements of the work, so that the execution of the work undertaken by the contractor will suffer no undue delay:
 - a. Groundwork, paving, piling, tree felling, breaking, foundation work, brickwork, concrete work, carpentry, plastering, paintwork, flooring and furnishing or other additional work of whatever nature.
 - b. Additional assistance for moving parts which cannot reasonably be handled by two persons, as well as the required hoists and/or machines.
 - c. Procurement and erection of scaffolding and platforms and their removal after the work's completion.
 - d. The supply of water and electricity required for the execution of work activities, including the installation of these utilities and any tests where necessary.
 - e. Activities necessary for the restoration or repair of those parts of the installation(s) which become dirty or damaged during the work, except where that pollution or damage has been caused by the contractor's own personnel.
 - f. Assistance to the contracting party required to put to use and/or keep the installation in use before its delivery.
 - g. Lighting of the work area required for the execution of works.
3. Furthermore, the contracting party shall ensure that applications will be made in good time and/or the fees due will be settled on time with respect

to municipal taxes on encroachments over public land, Public Nuisance Act, permits etc.

4. Subject to any express written agreement to the contrary, any remaining materials shall become the property of the contractor.
5. Subject to any express written agreement to the contrary, the contractor shall not be obliged to supply any overhaul drawings.

Article 4: Work extra to or less than that originally agreed

1. Work extra to and less than that originally agreed for the delivery of the work, whether recorded in writing or not, shall be agreed separately between parties and subsequently charged for. Extra work shall be deemed to include all activities performed by the contractor in addition to the originally agreed activities. Less work shall be the opposite thereof. Article 7a: 1646 of the Dutch Civil Code shall never be applicable.
2. Delivery of materials excludes packing and transportation costs.

Article 5: Passage of property

1. The contracting party guarantees that no circumstances will arise that will cause any delay in or obstruction of the work activities. Should such circumstances occur, the contractor shall in no event be liable and the contracting party shall reimburse the contractor for any additional costs or damages so incurred.
2. The contractor shall deliver in accordance with the agreed schedule. The delivery time shall commence on the latest of the following times:
 - the day on which the agreement comes into existence;
 - the day of receipt of the necessary documents for the execution thereof;
 - the day on which the formalities necessary for the commencement of the activities are completed;
 - the day of receipt of the advances stipulated in the contract.
3. The installations shall be considered delivered as soon as they have been installed in accordance with the arrangements made between parties.
4. Any late delivery caused by force majeure shall not confer on the contracting party the right to any compensation, nor to the deferral or nonfulfilment of any obligation resulting from this agreement or any other agreement related to the order, nor shall such late delivery entitle him to terminate the agreement.
5. Force majeure shall mean any circumstance beyond the control of the contractor, of such a nature that execution of the agreement is not reasonably possible, such as: delayed delivery of materials ordered in good time, transport difficulties, mechanical or other disturbances at the contractor's business which may affect him through no fault of his own, fire, weather conditions, strike, lock-out, riot, nuclear reactions, acts of war, electricity failures, data communication failures, failures in measurement equipment and connected equipment, computer/Internet failures, robbery/inactivity of equipment needed for the fulfilment of the contract and/or service at the contractor or at the contracting party. Also in the circumstances when iSensus can't for any reason fulfil its obligations when a supplier isn't able or won't fulfil his obligations to iSensus.
6. Unless it has been expressly agreed upon in writing that any extra work ordered in the meantime shall be delivered together with the (main) order, a separate delivery time shall apply for such extra work without this resulting in any proof of default.

Article 6: Payment

1. Invoicing:
 - for orders up to an invoice value of € 2,500
 - *50% directly after ordering
 - *50% on delivery
 - for orders to a value of more than € 2,500
 - *30% directly after ordering
 - *30% on the completion of 50% of the work

*35% on the completion of the work and
*5% on delivery.

Delivery shall take place within 14 day after the completion of the work. The product or service shall be considered delivered at this point unless express written notice of a grounded complaint is made.

A (service) contract agreed for a duration longer then 6 months will be invoiced every 6 months in advance. Contract durations shorter then 6 months will be invoiced on commissioning. When a payment is overdue iSensus is legitimized to terminate the service this unimpeded the agreed payments for the contract(s).

2. Payment shall be made within 30 days of the invoice date at the latest. All payments shall be free of all deductions or set-off and be made at the offices of the contractor or by remittance into an account to be indicated by him. Payment for extra work shall be made as soon as this is charged to the contracting party.
3. If payment is not effected on time, the contracting party shall be deemed to be in default. Without any prior proof of default being required, the contractor shall be entitled to charge the statutory interest of 7.5% on the full invoice amount as of 30 days after the invoice date, without prejudice to the right of the contractor to demand performance and/or compensation. All judicial and extrajudicial costs shall also be paid by the contracting party.
4. In the event of annulment of the order, any costs already incurred will be charged.

Article 7: Retention of title

1. The title to all materials delivered and all installations manufactured by the contractor shall not be transferred to the contracting party until the relevant invoice is settled.
2. The said materials or installations shall be at the contracting party's risk as soon as they have left the contractor's warehouse or otherwise have been delivered.
3. Before starting or continuing any activities and before delivering or continuing to deliver, the contractor shall always be entitled to demand appropriate security, in his judgment, from the contracting party for the fulfilment of the payment obligations. This provision shall also apply if the contracting has applied for credit. If the contracting party refuses to provide the required security, the contractor shall be entitled to consider the agreement as annulled and to reclaim all materials delivered or installations manufactured, after disassembly where necessary, at the contracting party's expense and without prejudice to the right of the contractor to compensation.
4. In the event that the contracting party fail to fulfil his payment obligations or fails to pay in good time, the contractor shall be entitled to reclaim all materials delivered or installations manufactured, after disassembly where necessary, at the contracting party's expense and with the contractor's authority to halt any work in progress.
5. The contractor's retains title to his offer, including all drawings, calculations, software, descriptions, models, tools, etc. provided by him, regardless of whether costs were charged for it. Confidential information, or information fundamental to the manufacture or construction methods, production, etc. remain the intellectual property of the contractor, regardless of whether cost were charged for them. The contracting party guarantees that the information in question shall not be copied, passed to third parties, published or used except in the execution of the agreement without express written permission from the contractor.

Article 8: Warranty

1. With due observance of the restrictions set out hereinafter, the contractor shall guarantee, during the warranty period, the soundness of the installation work and of the materials used, in the sense that the contractor shall repair any defective installation work and/or replace any faulty materials. Unless otherwise agreed upon in writing, the warranty period shall be valid for six months, as of the day of delivery of the installation, or dispatch of the materials from the contractor's warehouse, or of the supply of drawings, engineering or measurement reports etc.
2. The contractor shall not be obliged to redeem this warranty if:
 - a. Factors, which at the time of the offer were the basis of calculations, planning or the determination of the lifespan of the installation or the component, change;

- b. The contractor indicates in good time that he cannot agree with the choice of a particular material and/or a method of working prescribed to him by the contracting party;
- c. Work activities have been or are being carried out to the installation by parties other than the contractor or his personnel;
- d. Defects in the installation ensue from any misuse use or negligence on the part of the contracting party or his personnel;
- e. The installation is not used in accordance with its agreed purpose and project specifications;
- f. The contracting party does not or does not completely satisfy any obligation resulting from this agreement or any related agreement;
- g. The defects in the installation are the result of faulty materials or defective components made available by the contracting party.
- h. Normal wear and tear.

3. The fulfilment of the warranty obligation and the expiration of the warranty period shall exclude any claim for repair or compensation of costs and damages, also with respect to any defects which might subsequently be discovered.
4. Should the contractor replace any components in order to fulfil his warranty obligation, he shall retain title to the replaced components.
5. Should the contacting party have stipulated the delivery of certain materials or components by specifically named manufacturers or suppliers, the contractor shall not be held to any additional responsibility or warranty period longer than the manufacturer or the supplier of the said components or materials is willing to extend towards him, the contractor.
6. Any claims with regard to defects in the delivered installations must be submitted to the contractor in writing immediately on discovery of the said defects.
7. No guarantee extends to inspections, advice and similar services carried out by the contractor.
8. The contractor is not to be held responsible for violations of patent, licence or other third party rights as a result of specifications provided by the contracting party.

Article 9: Liability

The contractor shall be liable for any damage suffered by the contracting party insofar as such damage is caused by the execution of the work, if and insofar as this liability is covered by his insurance up to a maximum of €1,250,000.00 (one million two hundred and fifty thousand Euros) per incident.

Any damage to an assembled installation shall be limited to the damage resulting from improper execution of or deviation from the technical description and/or drawings established in consultation with the contractor.

Subject to any obligations of the contractor on account of the foregoing, the contractor shall never be held liable for payment of any compensation whatsoever to the contracting and third parties, unless there is evidence of intent or gross negligence on the part of the contractor (to be established by lawful means by the party holding him responsible). More specifically, the contractor shall not be held liable for any consequential damage or loss of earnings, direct or indirect damage, regardless of nature, - including loss of profit and shutdown losses - suffered by the contracting party, his subordinates and any employees or third parties working for him or on his behalf.

The contracting party will make sure the contractor will be informed without delay in the case any data communication device or unit (as eg. a Gateway or SIM) is stolen or is taken in use for a different application or use as intended. All direct and/or indirect damages caused because of this will be charged to the contracting party.

Article 10: Disputes

Any disputes which may arise from or are related to the agreement concluded between the parties shall be submitted to the competent court of Leeuwarden, barring cassation.