

*This is a translation of the original Dutch document.
In matters of interpretation, the Dutch text will prevail.
The Dutch law is applying.*



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GENERAL CONDITIONS FRONTLINE RIGGING CONSULTS B.V.

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**GENERAL CONDITIONS
of FRONTLINE RIGGING CONSULTS B.V., established in Utrecht Kobaltweg 58,
hereinafter called Frontline.**

CHAPTER I: GENERAL

- 1.1. These General Conditions apply to all offers (tenders) and agreements on which the other party ("the client") to Frontline Rigging Consults B.V. ("Frontline") gives the order to carry out the work and / or deliver or make available of goods and / or services, unless the parties expressly agreed otherwise in writing. The tenant or the client is deemed to be aware of and agree to be bound by these terms.
- 1.2. Any (general) conditions of the client will not be accepted by Frontline, except after separate written acceptance by Frontline.
- 1.3. If any provision of these conditions in whole or in part could come in conflict with any provision of the mandatory law, remain these conditions for the rest unaffected, while as regards for the invalid or void provisions Frontline in consultation with the client will establish new rules which as far as possible in accordance with the spirit and intention of the invalid or void provisions.
- 1.4. These General Conditions are drafted in accordance with the Dutch law. On all offers and agreements of Frontline only applies the Dutch law. Unless otherwise expressly agreed, the client can not rely on customary law or usage in the branch, about any provision of the agreement and these General Conditions to affect.
- 1.5. Definitions and descriptions
 - a. The designation "offer" means in these conditions: an offer or tender in any form or under which name too done.
 - b. The designation "plan" means in these conditions: to provide designs, models, objects, (working) drawings and / or other material things.
 - c. The designation "products" means in these conditions: components, ingredients, materials and supplies, unregarded in which given form or name, whether or not manufactured on the basis of a design.
 - d. The description "method" means in these conditions: a method, construction method or a process, unregarded in which given form or name.
 - e. The description "order" means in these conditions: an order or a contract in any form or under which given name also placed.
 - f. The description "client" means in these conditions: buyer, tenant, client, prospective buyer, prospective tenant or prospective client.
 - g. When in these conditions is spoken about carry out the work, must also be defined as including the manufacture and delivery of goods, the transport of goods, provision of services and the conclusion of agreements.

CHAPTER II: TENDER

- 2.1. A prospective client may request of Frontline at any time a written proposal on the basis of the request intention wishes regarding by Frontline carry out work and / or deliver products and / or services.
- 2.2. Frontline will make the prospective client an offer or inform that he is unable to make an offer. All tenders and offers made by Frontline are subject to change. Frontline reserves the right to change prices and offers as long as there has been no agreement established.
Within the proposal deadline or if no period is specified within fourteen days after the date of the proposal, the prospective client will send a written message to Frontline if she will accept, decline the proposal or that they would like a consultation.
If there is no response within the specified time by the prospective client, Frontline may withdraw the proposal or change it.
- 2.3. Anything by or on behalf of Frontline as part of an offer or tender to the client is made available as data, designs and use, remains material and intellectual property of Frontline and may not be reproduced and / or made public without a prior written permission of Frontline or unless otherwise agreed in writing.
- 2.4. The client who accepts an offer and gives an order is irrevocably bound.
- 2.5. Frontline is first bound after an order has been confirmed in writing by Frontline. An order is considered to be confirmed by Frontline when the order will be carried out by Frontline.
- 2.6. Weight, size and price quotations, images, drawings, etc., in the by Frontline provided catalogue, circulars, leaflets, etc. and in by him placed ads, or otherwise by Frontline published information on his work, are never binding by Frontline and are only intended to provide a general presentation of what Frontline offers.
- 2.7. Unless expressly otherwise stated, all quotations are excluding the sales tax payable thereon and other cost increasing fees and taxes.
- 2.8. Composed deals are never an obligation to supply a portion at an agreement and / or specified proportion of the whole price.

- 2.9. In the case of demonstrable errors or ambiguities in the description or statements in offers, catalogue, price lists and / or order confirmations, even after acceptance of any offer or placement of any order on that basis by the client, no agreement is established, even if the error by the client is not known or can be. If the aforementioned circumstances occur Frontline will inform the client within 14 days after acceptance of the offer by the client, indicating that no agreement has been concluded.
- 2.10. By the mere acceptance of an offer of Frontline, the client accepts the offer and in these conditions the payment terms and other conditions.

CHAPTER III: WORK TO BE CARRIED OUT BY FRONTLINE

- 3.1. Contract and rates
- For the work to be carried out by Frontline, the client and Frontline could agree in a fixed contract or hourly rates on the basis of performance or settlement per other measurable and agreed unit.
 - The contract for carrying out work is based on performance under normal conditions. Frontline is entitled to charge the client an additional surcharge for exceptional circumstances.
 - If a proper performance of the work by Frontline or delivery or made available of products and / or services hampered, for example due to a change in safety regulations or a change of circumstances, Frontline will have the right after prior consultation with the other party at its discretion the content of the agreement to amend or add to it. If a fixed price is agreed upon, Frontline will inform the client in advance if the change or supplement of the order will effect that the agreed price will be exceeded. The other party will be taken to incorporate referred exceedance to compensate to Frontline.
 - If no agreement on an offer, resulting in an order, will be reached, Frontline may claim a payment of the prospective client for the expenses incurred.
- 3.2. Obligations Frontline
- Frontline needs to respect all government regulations during the work, especially the safety regulations.
 - Frontline will carry out the agreed work in accordance with the requirements of good craftsmanship.
 - Frontline takes into account in the work the by the client provided drawings and / or specifications and / or instructions, so if and insofar as consistent with the applicable government regulations.
 - Frontline will perform the work so that the assembled material is suitable for the purpose of the acceptance of the contract by Frontline agreed or notified and to the extent consistent with applicable government regulations.
- 3.3. Limiting liability in respect of materials and implementation work
- Frontline is not responsible for work and / or hoist materials and / or truss systems not by her or under her supervision has been brought in.
 - Frontline has the right the not by her inserted materials when they are not suitable to reject them and not use them.
 - Frontline can not and will not be responsible for the practical implementation of her hoist plan as she is not involved in the implementation and / or no decision making has in this implementation.
 - Frontline can not and will not be responsible for changes in the work of any kind, if it will take place without express consent of Frontline.
 - Frontline can not and will not be responsible for personnel that are not by her inserted.
- 3.4. Obligations client
- The client is responsible or provides for its own account and risk:
- that any drawings and / or specifications and / or instructions which the work of Frontline is based on, are verified and the specified sizes and other information has been checked.
 - that the activities associated with, but not the mission of Frontline properly, correctly and timely will be performed.
 - that own regulations and instructions are in the possession of Frontline on time for the start of the work, when failing such rules and / or instructions not into the account of Frontline.
 - that all obstacles located at the site will be removed before the start of the work.
 - that the workplace is accessible for the transportation of Frontline.
 - that the client is in possession of all the necessary work permits.
 - that the client will take all applicable government regulations, especially the safety regulations into account.
 - that there are reasonable working conditions at the working area.
 - the work can take place without interference and in particular any other work will not be carried who an undisturbed assembly and / or disassembly prevent.
- 3.5. Times and terms
- Unless the nature of the agreement clearly is that an agreed date and time a deadline means, apply specified dates and times at approximate and by crossing, the client is not entitled to a compensation and / or termination of the agreement.
 - If the performance of the work as requested by the client is within a shorter period than agreed, are any associated additional costs to the client.
If the performance of the work as requested by the client is within a longer time than agreed, are any associated additional costs to the client.
- 3.6. Outsourcing
- Frontline is at all time, without that the consent of the client is necessary, competent to dedicated the work wholly or partially to third parties.
 - Frontline is at all times, without that the consent of the client is necessary, competent to all in the contract resulting rights and obligations to transfer to third parties.

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- c. In case of outsourcing or transfer, as mentioned under a. and b. intended that Frontline at all times will remain liable for the fulfilment of its obligations under the agreement between the parties.
- 3.7. Delivery and risk
 - a. From the moment that Frontline the designs and / or products wholly or partly on the location or the place of delivery has supplied, the client is liable for theft, damage and loss thereof.
 - b. If the client upon delivery of the work of Frontline has no objection, the client is considered that the material and / or work are good and the delivery is made.
 - c. The client is also liable for damage, theft and loss of goods and tools owned by Frontline and used by the assembly, unless Frontline has gross negligence or it is purpose.
 - d. Frontline is in the performance of her work not liable for any damage to persons, buildings, equipment or other goods, as well as for any other damage direct or indirect might be the result of the work by or on behalf of Frontline or staff of or by contract of Frontline is enlisted, unless there is gross negligence or it is purpose.
 - e. Unless otherwise agreed, the client is not allowed the work / the assembled materials to be used for purposes other than those which agreed in the contract with Frontline.
 - f. The client is not permitted to make changes in the work / the assembled materials without the consent of Frontline.
 - g. Deals or agreements with, or announcements by persons employed by Frontline, subcontractors or other persons in connection with by Frontline performed or to be performed work are enabled, binding Frontline only if those persons are authorized, or if the management of Frontline the concerning appointment or the agreement has confirmed in writing.
- 3.8. Technical service, advices and designs
 - a. If Frontline service grants to the client, such as the elaboration of designs, assembly calculations, construction designs and also visits of buildings, inspections and discussions, Frontline is entitled to charge the client separate, unless otherwise agreed.
 - b. The client must at all reasonable times Frontline, his representatives or insurers making enable to check the goods of Frontline, located under the client.
Frontline will carry out his work with disturbing the client as little as possible.
 - c. All on behalf of the client by Frontline prepared drawings, designs, descriptions, calculations, models and tools remain the property of Frontline, who is and remains the copyright owner.
 - d. The client will have no data by Frontline carriers, designed or proposed working method / construction method without the express written consent of Frontline to copy, show others, disclosure or use.
- 3.9. Limitation of liability
 - a. Frontline is not liable for any damage caused by any negligence of Frontline in respect of her work or delivery or made available of products and / or services or any other failure to fulfil her obligations to the client or any other damage directly or indirectly resulting from the implementation by or on behalf of the work of Frontline or delivery or made available of products or services, unless there is purpose or gross negligence of Frontline. The client will protect Frontline against any claims by third parties on the matter.
 - b. If and so far as Frontline undiminished the above specified might be liable against the client, on any grounds whatsoever, then is the liability at all times limited to maximum of the invoice value of the performance of Frontline who lead to the damage.
 - c. Also if the agreement upon which these General Conditions apply will be dissolved or declared dissolved, this Article 3.9. about the liability and safeguard stays unaffected.
- 3.10. Force Majeure
Force majeure means in these General Conditions all the facts and circumstances which are outside the influence of Frontline and reasonably no implementation of the agreement may required of Frontline, including the following circumstances, which list is not exhaustive: not or not timely delivery by suppliers, disease of Frontline staff, defects in gear and transport, loss or damage of materials during transport, fire, strikes, traffic barriers, lack of raw materials, excipients, electricity, excessive demand on the part of the clients, frost, flood, storm, ice, snow and similar weather barriers.
- 3.11. Postponement and dissolution
If the client does not, not properly or not timely complies with any requirement for him / her resulting from any agreement with Frontline or if there are serious doubt if the client is capable of complying with its contractual obligations to Frontline and in case of bankruptcy, suspension of payment, cassation or liquidation of the client, Frontline is entitled without notice and without judicial intervention, the execution of the agreement to suspend or to cancel fully or partly, such without that they any compensation or warranty will be kept and undiminished the right accruing.

CHAPTER IV: RENTAL OF MATERIALS

- 4.1. Notwithstanding the prior Chapters I-III, these rental conditions apply to all offers and agreements to which the client (hereinafter called "the tenant") certain products or other goods will rent of Frontline.
- 4.2. The agreement
Agreements are concluded for a in the agreement given specified time. In determining this period a part of a day is seen as an entire day.
- 4.3. The deposit
 - a. The tenant is obliged, before he receives the rented goods, making available a by Frontline established deposit.

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- b. Frontline reserves the right to lease expiry periods and / or cost of repair / cleaning and / or any other claim of Frontline on the tenant to offset with the deposit.
 - c. Frontline is obligated the deposit at the termination of the agreement, if at that time the tenant has completed all his obligations to Frontline, to give it back to the tenant.
 - d. There will be no interest given over the deposit.
- 4.4. Legitimation
The tenant is obliged by the agreement to legitimize with a valid Dutch driver's license or passport.
- 4.5. Obligations of the tenant
- a. The tenant is fully responsible and liable for the goods included in the agreement from the time of pick up / delivery to the time of return of the goods in the depot of Frontline, regardless of the presence or absence of (temporary) staff of the tenant at the production.
 - b. The tenant has to treat and care the rented goods as a good man.
 - c. The tenant must pick up the goods by himself and check on defects. After ending the agreement the tenant must return the goods in the same condition (except normal wear) in which they are delivered.
 - d. If the rented goods will not return on time after the rent period, for each (apart of a) day that the goods are returned to late a day price will be charged.
 - e. If the goods are rented including replacement parts, when replacing parts, the replaced parts need to be returned. When this is not done, the tenant is obligated to compensate the value of the replaced parts to Frontline. If necessary, the value of the replaced parts will be offset with the deposit.
 - f. The tenant is obliged to use the rented goods only in accordance with the provisions of this agreement, and in particular:
 - to treat the rented goods in accordance with the operating instructions, who are given to the tenant by the delivery of the goods.
 - not making changes to the rented goods.
 - provide Frontline access to the rented goods at all time.
 - reject claims by third parties at the rented goods and safeguard Frontline.
 - sublet and making available to third parties only with written permission of Frontline.
 - beware of all relevant safety and other regulations because of the government. The tenant will safeguard Frontline of all damages resulting of not observing the regulations by the tenant.
 - g. The tenant needs to inform Frontline immediately when there is a seizure at the tenant's personal property or real estate or the rented goods or if any other way the ownership of Frontline likely to be affected. The same applies in case of bankruptcy of the tenant, if the tenant is applying for suspension of payment or for other reasons his payments has stopped.
 - h. In the above paragraph g referred cases is the tenant obligated to give immediately access to this agreement by the seizer instance.
- 4.6. Damage and defects
- a. The tenant is obligated all damages and any defects to the rented, to report immediately to Frontline. Without the written permission of Frontline, the tenant may not repair it.
 - b. Changes and / or repair to the rented goods will Frontline only in his workplace install respectively make.
 - c. If the damage or defects to the rented goods is created without the fault of the tenant, will be attempted this goods, if stocked, to replace.
 - d. If tenant is not able, for whatever reasons, to deliver the rented goods back to Frontline, needs the tenant to Frontline, a by Frontline determine compensation to pay, the size of the replacement value of the rented goods plus the rent loss during the time that was necessary to replace the goods.
 - e. Frontline has the right the rent loss during the time required for repair of the rented goods to take it out of the tenant. Rent loss means the amount that the company could have earned during the repair period if the goods would have been rented.
- 4.7. Liability
For damage caused to the tenant or third party directly or indirectly by the use of rented goods could arise, Frontline is not liable, even if such damage could result from the processing of inferior materials or the presence of a construction error in the rented goods. Tenant will safeguard Frontline to all claims of third parties.
- 4.8. Insurance
- a. All insurable risks must be from the time of issuing the material from the depot of Frontline by the tenant being insured for its own account with a solid company. Frontline will be stated at the policy / policies as co-insured.
 - b. If the transport of the goods is taken care by Frontline, the goods are assured during this transport. There is an own risk of € 2.000, = per occurrence. This amount or if it is less than the real damage, will be charged to the tenant in case of any transport damage.
 - c. In all cases when there is an appeal to the insurance of Frontline, are the terms of the concerning insurance also applying on the existing agreement between Frontline and the tenant. The tenant may request a copy of the applicable regulations of the insurance agreement obtain by a written request to Frontline.

CHAPTER V: ENDING OF THE AGREEMENT

- 5.1. If the client the agreement for any reason, therefore also in case of unforeseen circumstance, unilaterally terminated, the client is nevertheless due to Frontline the full by parties agreed fee in connection with the given order to Frontline.

- 5.2 Frontline is entitled, without further default and without any compensation, the fulfilment of her obligations under the agreement to suspend, or this extra-judicial dissolve and eventually delivered, or made available goods to take back, undiminished any other to Frontline future right, such but not limited to the right of Frontline on compensation of damage and costs, if and as soon as:
- the client any for him from this agreement resulting obligation not or not entirely or in time accomplished;
 - the client is declared bankrupt or applying for suspension of payments;
 - the client dies;
 - the client is made in ward;
 - the legal person of the client will be dissolved;
 - if the client a partnership or company is: the general partnership or company is dissolved or a co-company or a co-partner is declared bankrupt, applying for suspension of payments, dies, made in ward or his legal person is dissolved;
 - seizure on a substantial part of the possessions of the client;
 - the client offers his creditors a privately composition.

CHAPTER VI: PAYMENT

- 6.1 Payment
- a. In case of net cash payment by the client, the client will receive a proper receipt as proof of payment.
 - b. Each by the client fee payable should, unless otherwise agreed in written, per invoice date, without any discount or compensation, will be satisfied to Frontline at the offices of Frontline or to place on one of the on the invoice listed accounts of Frontline.
 - c. Each competence of a possible right of retention or settlement with any counterclaims of the client on grounds of the agreement or to call in other agreements is explicitly excluded.
 - d. By crossing of the agreed term of payment is the client from the due date up to and including the day of the overall payment an interest of 1,5 % per month due to Frontline. All costs which Frontline is making because of not making timely payments, both in and out of court are for the client's account.
 - e. If repairs or cleaning are necessary as a result of not competent treatment, repair by third parties, the use of inappropriate accessories or any other cause which does not qualify as normal wear and tear can be considered, the costs of this will be charged separate and extra to the client.
 - f. Frontline is at all times entitled to require of the client a payment in advance or cash payment on delivery or completion.
 - g. Frontline is at all times entitled to require periodic payments of the already performed work and / or supplies and this agreement to invoice, also if a total price is agreed, in which case the payment is made as a part payment on the agreed total price. On these invoices is the provision regarding the (final) invoices unabridged applying.

CHAPTER VII: SUNDRIES

- 7.1. Sundries
- a. Changes and additions to, or cancellation of the agreements are only valid if they are agreed in written.
 - b. Verbal side agreements - even if they are made before this agreement - are not valid if they are in conflict with these General Conditions and the agreement.
- 7.2. Disputes, etc.
- a. On this agreement applies the Dutch law. Disputes will be settled by the jurisdiction in Amsterdam.
 - b. In connection with this agreement between the client and Frontline and the implementation thereof, declare both parties to choose the place where Frontline is located as domicile.
- 7.3. Proof
- a. Regarding to the financial size of the reciprocal obligations which are resulting from the agreement with Frontline, are, except for counter proof with all means, the administrative data of Frontline are decisive.
 - b. If the client call to Frontline on any warranty, rests on the client the burden of proof of incorrect numbers, incorrectness, defects of goods or that the staff of Frontline has carry out the work with insufficient craftsmanship.
