

GENERAL TERMS AND CONDITIONS SLIMLINE BUILDINGS B.V.

Filed at the registry of the District Court in Zutphen and at the Trade Register of the Chamber of Commerce in Deventer.

Article 1

1.1 The General Terms and Conditions of Slimline Buildings apply to all quotes from Slimline Buildings and to all transactions concluded with Slimline Buildings. If services are provided (as well), these General Terms and Conditions apply to these services accordingly wherever the term goods is used, insofar as relevant.

1.2 The following ranking applies to agreements concluded with Slimline Buildings:

- a. the provisions of the relevant quotation and/or agreement;
- b. these General Terms and Conditions;
- c. the Conditions of Sale;
- d. the general terms and conditions for the delivery of concrete products 2014, as drawn up by constructing Netherlands and the BFBN.

1.3 Changes and/or additions to these General Terms and Conditions are never legally valid unless they have been laid down in writing and signed for approval on behalf of Slimline Buildings.

1.4 Unless explicitly agreed otherwise in writing, the purchasing conditions of the buyer only apply insofar as they do not conflict with the General Terms and Conditions of Slimline Buildings. In case of doubt about whether such a conflict exists, the General Terms and Conditions of Slimline Buildings will prevail.

1.5 Anyone who orders goods from Slimline Buildings will count as a buyer, even if at the request of the buyer the invoice of the relevant delivery is placed in the name of another person and/or is sent to this other person and/or the invoice is getting paid by this other person. In addition, everyone to whom delivery has taken place is regarded as a buyer by Slimline Buildings.

Article 2

2.1 Slimline Buildings quotations are without obligation and can be revoked by Slimline Buildings, even if the quotations contain a term for acceptance.

2.2 Slimline Buildings quotations are exclusive of VAT, unless explicitly stated otherwise.

Article 3

3.1 The agreement is established by acceptance of the offer by the buyer, followed by written order confirmation from Slimline Buildings or by the signing of an agreement by the buyer and Slimline Buildings. The buyer cannot invoke the absence of a signed written quote/confirmation/agreement in his favor.

3.2 If an order is awarded by two or more clients, they are jointly and severally liable and Slimline Buildings has the right to compliance with the whole by each of them.

3.3 Amendments to an agreement are only binding for Slimline Buildings if they are confirmed in writing or electronically to the buyer by Slimline Buildings. The buyer cannot invoke the absence of such confirmation in his favor.

3.4 Orders placed by representatives of Slimline Buildings, by telephone or other

means of communication, are binding for Slimline Buildings subject to the provisions of Article 3.7, unless Slimline Buildings states that it will not accept the order within 8 days of the order being placed.

3.5 Slimline Buildings does not guarantee the correct receipt of order data.

3.6 All specifications of Slimline Buildings concerning its stock are made subject to the accuracy of the administrative data of Slimline Buildings.

3.7 Every agreement is entered into by Slimline Buildings under the condition precedent that the creditworthiness of the buyer is deemed sufficient in the opinion of Slimline Buildings.

Article 4

4.1 Delivery times, whether stated and/or agreed by Slimline Buildings in quotations or confirmations are never fatal. Delivery times are approximate only and cannot be guaranteed by Slimline Buildings. In principle, the invoice date is the date of delivery.

4.2 If the delivery times referred to in the previous paragraph are exceeded or if hasn't been, at least not completely, delivered on the agreed delivery date, the buyer must give Slimline Buildings notice of default within a reasonable period and grant Slimline Buildings still a reasonable period to comply, with due observance of the provisions of articles 9 up to and including 11. If Slimline Buildings is not given notice of default in time, it will be deemed to have been delivered on the agreed delivery date, subject to proof to the contrary.

Article 5

5.1 For delivery directly from the factory to the buyer, the place of delivery is the factory; any inspection must take place at the factory at the buyer's expense; once the goods have been sent, they will be considered a definitively accepted (contrary to the provisions under article 7).

5.2 In the case of delivery to the construction site, the time and place of delivery is the connection of the floor element to the crane.

5.3 If work is performed by the buyer on the items purchased in the factory, this will be entirely at the expense and risk of the buyer. The purchased items are also deemed to have been delivered at the time that the buyer commences the work, in which case Article 13 of these General Terms and Conditions no longer applies.

5.4 Orders concerning goods ordered separately for a buyer by Slimline Buildings cannot be canceled and no return shipments can be accepted from these goods.

Article 6

6.1 Goods travel at the risk of the buyer. The buyer also bears the risk in the event of a freight paid sale or when the goods travel in the name of Slimline Buildings. If Slimline Buildings has had to waive certain rights vis-à-vis the carrier, this does not change the above.

6.2 Freight paid deliveries are possible insofar as the destination can be reached on the paved road and unloading is possible alongside and at the time of the presence in the normal route of the means of transport chosen by Slimline Buildings.

6.3 The choice of the means of transport is up to Slimline Buildings.

6.4 Slimline Buildings is entitled to store ready-made materials that cannot be

transported to the place of destination due to causes beyond the control of Slimline Buildings, for the account and risk of the buyer and to request payment.

Article 7

7.1 Without prejudice to the provisions of Article 5, the buyer is deemed to have received all products delivered by Slimline Buildings in good order, if the consignment note in question has been signed for approval by or on behalf of the buyer or if his complaint in this regard has not been received by Slimline Buildings within 48 hours after the delivery date.

7.2 Without prejudice to the provisions of Article 5, the buyer is deemed to have approved the delivered goods if his complaint has not been received by Slimline Buildings within 8 days of the invoice date.

Article 8

8 For sending experts, Slimline Buildings calculates travel and accommodation costs and wages, including the time spent on the outward and return journeys.

Article 9

9.1 In the event of late and/or incomplete delivery due to an event at its risk, Slimline Buildings is only obliged to yet take care of delivery to the buyer.

9.2 In the event that goods delivered by Slimline Buildings are destroyed or become unusable due to an event at its risk, Slimline Buildings is only obliged to refund the purchase price to the buyer, without prejudice to any applicable warranty provisions.

9.3 Slimline Buildings is not liable for consequential damage, business damage or indirect damage, which is the result of non-performance, late performance or inadequate performance. Warranty is only applicable insofar as it is recorded in guarantee certificates or in separate warranty agreements and insofar as the conditions stated in the conditions stated therein are met.

Article 10

10.1 Complaints and claims about the floors supplied by Slimline Buildings must be received by Slimline Buildings in writing within the same period as stated in Article 7.

10.2 Complaints submitted after the expiry of this period will not be accepted by Slimline Buildings. Slimline Buildings is in no way liable for damage that may arise due to the above.

Article 11

11.1 The following shall be considered as force majeure for Slimline Buildings in any case: war, terrorist attack, full or partial mobilization of the Dutch army, blockade and its consequences, strike both in the Slimline Buildings company and in other areas, exclusion or disorder in the Slimline Buildings company or in that of the supplier made responsible for the order by Slimline Buildings, irrespective of the extent of this disorder or of what cause it is due, insufficient availability of rolling stock or other obstacles in transport, exchange rate changes in foreign currency if the price changes resulting from those changes, in the opinion of Slimline Buildings, prevent execution of the order and in general all government measures that result in that delivery cannot reasonably be expected of Slimline Buildings, such as, among other things, quota measures,

export prohibitions and devaluation of the euro.

11.2 In the event of force majeure, Slimline Buildings has the right to cancel the agreement or suspend its execution until the circumstance that leads to the force majeure has ceased to exist. The buyer is not entitled to any compensation in these cases.

Article 12

12.1 The ownership of the goods delivered to the buyer by Slimline Buildings will not be transferred to the buyer until the buyer has paid in full, which Slimline Buildings claim to have or receive under all sales agreements with the buyer and deliveries, services and/or work carried out in that context.

12.2 Slimline Buildings does not lose its (reserved) property if and/or because the buyer processes or mounts goods received from Slimline Buildings. In that case, the buyer will automatically keep the goods for Slimline Buildings.

12.3 If, despite the provisions of the previous paragraph, Slimline Buildings nevertheless loses ownership, the buyer will, at the first request of Slimline Buildings, provide all required cooperation that is necessary for establishing a possessory or non-possessory lien on the goods in question for the benefit of Slimline Buildings.

12.4 Notwithstanding the provisions of the first paragraph, the buyer is authorized to sell goods that he has received from Slimline Buildings in the context of his normal business operations. Slimline Buildings is always entitled and therefore not obliged to require the buyer to only sell and only deliver the goods after a non-possessory lien for Slimline Buildings has been established on the goods in question. As soon as Slimline Buildings makes this demand known to the buyer, the authority as referred to in the first sentence of this article paragraph automatically expires.

12.5 If the buyer is negligent towards Slimline Buildings with the correct and/or timely fulfillment of one or more of his obligations under the agreements as referred to in the first paragraph, the authority of the buyer referred to in the previous paragraph expires automatically without a notice of default being required. This authority is revived - with retroactive effect - if the buyer has yet fulfilled his overdue obligation.

12.6 The buyer is never authorized to encumber the goods delivered under retention of title in any way and/or to give them on loan and/or to hand them over.

12.7 The buyer will also notify any seizers and third parties who claim rights to these goods about the ownership of Slimline Buildings.

Article 13

13.1 All prices charged by Slimline Buildings are based on price-determining factors known at the time of the offer or negotiations, such as applicable collective labor agreements, import duties and similar levies, export duties, freight rates, insurance premiums, levies, taxes and other government charges.

13.2 All sales are made at the price that applies to the relevant goods on the day of delivery. If a change occurs in one or more of the factors mentioned in the previous paragraph before delivery has taken place, Slimline Buildings is entitled to adjust the prices without having to notify this separately in advance, unless a fixed-price period has been agreed in writing.

Article 14

14.1 Payment must be received by Slimline Buildings within 30 days of the invoice date. If

Versie: 200224E

no payment has been made within this period, the buyer will immediately be in default and this will invalidate any warranty claim. From that moment the buyer owes interest on every month or part thereof that the buyer defaults on payment. This interest is the legal interest for the first month and 1/2% higher for each following month, with the proviso that the interest will be at least 12% per year.

14.2 Deviating payment terms only apply if they have been explicitly agreed in writing by Slimline Buildings. If the then agreed period is exceeded, the provisions of paragraph 2 of this article apply.

14.3 The buyer is never entitled to deduct a payment discount from the invoice amount upon payment if the buyer has not paid all amounts due by him on the basis of other invoices sent by Slimline Buildings and invoices that have since expired have been paid on time. Complaints do not entitle to deferment or discount on payments.

14.4 If sold on credit, Slimline Buildings reserves the right to demand payment or personal or commercial guarantee, to the satisfaction of Slimline Buildings, before proceeding to any delivery. If the buyer does not comply with this, Slimline Buildings is not obliged to deliver.

14.5 Unless Slimline Buildings has expressly agreed otherwise in writing, Slimline Buildings is authorized to deliver an order in whole or after items become available successively in parts. If Slimline Buildings invoices the buyer separately for partial deliveries, the buyer is obliged to pay the individual invoices in accordance with the applicable payment conditions.

14.6 Failure by the buyer to comply with any provision of these General Terms and Conditions or special agreements concluded with the buyer, or due to late payment of an invoice or a term, therefore due to a mere lapse of time, the entire amount that the buyer for whatever reason is due, payable or not, is immediately payable by operation of law, without notice of default being required.

14.7 In the event of any shortcoming on the part of the buyer, Slimline Buildings is entitled and without notice of default to suspend all existing obligations to the buyer with immediate effect, until the buyer has complied with all his due and payable obligations, unless Slimline Buildings states to make use of the right to terminate the agreement.

Article 15

15.1 Slimline Buildings reserves the right to immediately terminate the agreement with the buyer without notice of default and without judicial intervention in the event of non-payment of a repayable amount, of the buyer acting contrary to any provision of these General Terms and Conditions and/or with any other contractual obligation, suspension of payment, request for suspension of payment, bankruptcy or liquidation of the goods of the buyer, or if the buyer has insufficient creditworthiness at the time of delivery in the opinion of Slimline Buildings.

15.2 The termination of the agreement as referred to above is without prejudice to Slimline Buildings' right to claim damages and to reclaim goods that are the property of Slimline Buildings.

15.3 The buyer is obliged to pay both all extrajudicial costs (with a minimum of 15% of the outstanding principal sum) and all legal costs if the buyer has failed to fulfill his obligations promptly and/or properly.

Article 16

16 If goods supplied by Slimline Buildings are exported (by whomever) that were not allowed

to be exported in accordance with the stipulations accepted in the purchase agreement, the buyer is obliged to compensate Slimline Buildings for any resulting damage, which can be equated or equal to the fine that Slimline Buildings should pay to its supplier or claimant.

Article 17

17 With regard to goods for which there is a dispute, Slimline Buildings is authorized to take the measures it deems necessary to prevent costs, deterioration or depreciation, without thereby reducing its rights.

Article 18

18.1 All disputes, including summary proceedings, related to and/or arising from these General Terms and Conditions and/or agreements to which these General Terms and Conditions apply, are governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention), which entered into force on January 1, 1988, does not apply to sales contracts.

18.2 The disputes referred to in the previous paragraph will be settled by the court in Zutphen, the Netherlands, except for disputes that fall within the competence of the canton sector of the court.