

General terms and conditions of sale supply of Schneider Electric The Netherlands B.V.

Article I – General

1. These General Terms and Conditions of Sale and Supply apply to all agreements concluded by Schneider Electric B.V. of Haarlem, the Netherlands and its subsidiaries (collectively referred to as the: «Supplier») with another party (hereinafter referred to as the: «Customer») acting professionally or as a company. Any deviation from these General Terms and Conditions shall require a written agreement being concluded to this end. A reference made by the Customer to its own purchasing, procurement or other terms and conditions shall not be accepted by the Supplier.
2. In these General Terms and Conditions, product shall be defined as: all goods and services, including maintenance, advice, fitting, installation and inspection.

Article II – Offer/Agreement

1. All offers, made in any form, remain non-obligatory; the Supplier shall solely become bound after an order, or sale, shall have been definitively confirmed in writing or accepted in writing. Verbal promises or arrangements made by or with its personnel shall not bind the Supplier until after they shall have been confirmed in writing. Additional work shall be all that in addition to that contained by the offer/order confirmation which is supplied and/or fitted and/or carried out at the request of the Customer.
2. Each offer is based on the performance of the agreement by the Supplier under normal circumstances and during normal working hours.
3. The agreement is concluded either on the day on which the order confirmation signed by the Supplier is received or on the day the Supplier has accepted/confirmed the order.

Article III – Price

1. Unless otherwise agreed, the sales price calculated for delivery is ex factory, not including VAT, and expressed in Euros (€)
2. The sales price is based on prices which apply at the time at which the agreement is concluded, as well as the rates, wages, taxes, rights, charges and freight costs etc. which apply at that time.
3. Unless expressly deviated from in the agreement, the Supplier shall:
 - a. amend the agreed prices in accordance with any increase of one of the cost price factors as referred to in article III, section 2, even if any such increase takes place as a result of circumstances which could have been foreseen as the time the offer, acceptance or order confirmation was made;
 - b. charge the costs connected with packaging and transport as well as the costs of any fitting or installation activities (including travel and accommodation expenses);
 - c. charge the Customer for the costs for all deliveries which as the request of the Customer are to be expressed, which costs shall amount to a minimum of € 25.00 net, not including VAT;
 - d. charge administration costs at a rate of € 30.00 net, not including VAT for invoice amounts for deliveries to be made by Supplier up to € 100.00.

Article IV – Drawings, Calculations, Models, Programmes

1. The illustrations, drawings, dimensions, weights etc. which appear in the catalogues and prospectuses of the Supplier are solely intended to provide a general impression of the goods in question. The Supplier accepts no liability for damage arising out of differences between data, calculations etc. provided by the Supplier and the actual situation unless that damage is due to deliberate acts or gross negligence on the part of the Supplier.
2. The offer made by the Supplier as well as the drawings, calculations, programmes, descriptions, models, tools etc. made or provided by the Supplier remain its property irrespective of whether costs have been charged for these items. The information contained therein or which formed the basis of the manufacturing and construction method, products etc. also remains the exclusive property of the Supplier even if costs have been charged for this. The Customer shall guarantee that the aforementioned information shall not be copied, shown to third parties, made known or used, aside from the performance of the agreement, other than with the written permission of the Supplier.

Article V – Delivery times

1. Delivery dates designated by the Supplier shall solely be approximations unless expressly otherwise agreed between parties. Default on the part of the Supplier shall not apply upon exceeding designated delivery dates. Neither is the Supplier liable for damage sustained by the Customer as a result of exceeding any delivery date designated, also in accordance with the foregoing, unless exceeding that delivery date, in observance of the foregoing, is unreasonable and due to deliberate acts or gross negligence on the part of the Supplier. The Customer shall be bound to take receipt of the product and is not authorized to refuse to take receipt of deliveries made in parts.
2. The delivery date commences on the latest of the following times:
 - a. the day on which the agreement is concluded;
 - b. the day on which the Supplier receives the necessary documents, data, permits etc. required for the order;
 - c. the day on which the necessary formalities for commencing activities shall have been completed;
 - d. the day on which the Supplier shall have received all that which according to the agreement is to be paid in advance prior to commencing activities.
3. Delivery dates are based on the working circumstances which prevailed at the time the agreement was concluded and on timely delivery of the materials required for the work and ordered by the Supplier. If any delay occurs which is not the fault of the Supplier as a result of any change to the aforementioned working circumstances or due to materials which were ordered in a timely manner not being supplied in a timely manner, the delivery date shall be extended to the extent necessary.
4. The product shall have been delivered when, if inspection in the premises of the Supplier has been agreed, prior to inspection and in other cases, when it is ready for shipment, all this after the Customer shall have been notified of this in writing and without prejudice to the Supplier being bound to perform any fitting/installation obligations it may have and complete in accordance therewith. Fitting/installation and service activities shall be deemed to have been completed if conducted in accordance with the agreement and fitting and installation regulations.
5. Without prejudice to that determined elsewhere in the General Terms and Conditions concerning extending the delivery date, the delivery date shall be postponed by the duration of the delay on the part of the Supplier resulting from the Customer failing to perform any obligation arising out of the agreement or the Customer failing to cooperate as required with the performance of the agreement.
6. Aside from gross negligence on the part of the Supplier, exceeding a delivery date – for any reason whatsoever – shall not give the Customer the right to dissolve the agreement in whole or in part, without judicial intervention or give the Customer the right to conduct activities or have activities conducted in performance of the agreement.

Article VI – Fitting/installation

1. The Customer is responsible in respect of the Supplier for the correct and timely performance of on-site activities, provisions and/or conditions required for fitting the product and/or the correct operation of the product when fitted, aside from if and to the extent those activities are to be conducted by or at the behest of the Supplier.
2. Conducting activities shall solely be done in accordance with the technical drawings approved by the Customer and in consultations and under instruction. A plan shall be drawn up for these activities by the Supplier and the Customer.
3. Unless otherwise agreed, and without prejudice to that determined in section 1, the Customer shall in any case ensure for its own account and risk that:
 - the personnel of the Supplier may commence activities having arrived on site and may continue to conduct activities during normal working hours and moreover, if the Supplier considers this necessary, continue to conduct activities outside normal working hours providing it shall have notified the Customer of this in a timely manner;
 - the designated site for the product is suitable for storage and fitting and that transport can be conducted horizontally;
 - vertical transport can be done using lifts, cranes or such-like which are provided free of charge;
 - access roads to the site for the product is suitable for the transport required;
 - the delivery and distribution of materials among the various parts of the site and/or floors can be done without hindrance;
 - the necessary secure storage facilities for materials, tools and other goods are available;

continuation Article VI – Fitting/
installation

- the necessary and customary assistants, auxiliaries and company materials (fuels, oils, lubricants, cleaning agents and other materials, gas, water, Electricity, power, pressured air, heating, lighting etc. included) and that the normal measuring and testing equipment used by the company of the Customer is available in a timely manner and free of charge and at the right place for use on the part of the Supplier;
 - all the necessary safety and preparatory measures have been taken and maintained, as well as all measures to be taken and maintained for fitting/installation to be conducted in accordance with the applicable regulations imposed by government;
 - upon the commencement of and during fitting, the products delivered are at the correct place;
 - the distance between the unloading point and the construction site is flat, paved and no longer than 50 metres.
4. In connection with the working circumstances, the Customer shall ensure and between the Supplier and the Customer it is agreed that:
- suitable provisions are made free of charge for personnel of the Supplier;
 - the fitting and installation activities can be conducted without disruption and that in particular no other activities are conducted which could disrupt fitting and installation activities;
 - if continuous progress, based on fitting times indicated and planned by the Supplier may not be made due to circumstances which the Supplier may not be blamed for, additional costs thus incurred shall be reimbursed to the Supplier;
 - light and power is available at a reasonable distance and the space in which work is carried out is such as to provide reasonable working conditions.
5. In connection with any scaffolding/hydraulic ladders, the Customer shall ensure and between the Supplier and the Customer it is agreed that:
- a hard under-floor is present, strong enough to bear (wheel) burden;
 - obstacles have been removed prior to commencing activities and differences in floor level which form a hindrance in the under-floor have been evened out;
 - delivery is made of the whole work and/or the deliveries to be made and/or services rendered, as described in the agreement;
 - amendments and/or additional and/or supplemental work, either required by the Customer as part of the work or necessary and arising out of an unforeseen amendment or circumstance, shall solely be carried out by the Supplier if the Customer has issued a written order for this;
 - all additional, less or supplemental work, including the design and/or drawing work required for this shall be invoiced separately;
 - when labour is required outside the normal working hours applied by the Supplier, the additional rates and the costs thus incurred shall be reimbursed by the Customer;
 - in connection with any drilling required to reinforce the construction a plan will have been presented to the Supplier upon commencing activities which shall contain the drilling pattern and the drilling depths to be complied with;
 - construction activities such as demolition, making gaps and holes etc. shall not be part of the delivery;
 - the Supplier shall bear in mind its activities require the standard use of rolling scaffolding the platform of which is no higher than 4 metres;
 - making floors free of ice and keeping them free of ice and/or materials provided to the Supplier is not among the activities to be conducted by the Supplier.
6. Fitting raised floors requires:
- the work space being clean, glazed and secure, free of obstacles and solely accessible for personnel of SE;
 - the under-floor is to be flat and dry;
 - the under-floor is to provide for proper adhesion to glue foot supports.
7. Fitting shall be carried out as determined in the agreement and/or as agreed.
8. Cable conduit and ladder rail systems will be fitted at one level, unless otherwise designated. Any special auxiliaries may be made if required on the construction site.
9. Damage which arises due to the conditions of this article not being met or not being met in a timely manner shall be for the account of the Customer.
10. In connection with the fitting/installation time, article V shall be accordingly applicable.

Article VII – Inspection, Receipt,
Testing

1. The Customer shall be bound to cooperate with any inspection and/or testing agreed.
2. The Customer shall inspect the product supplied by the Supplier within 7 days and if fitting/installation is agreed, within 7 days after fitting/installation. If this time period has expired without any written and specified notice of grounded complaints having been issued, the product and/or the service rendered shall be deemed to have been accepted.
3. In the case of insignificant shortcomings, primarily those which barely influence the foreseen use of the product or which have no influence on the foreseen use of the product, the product shall, irrespective of those shortcomings, be deemed to have been accepted. The Supplier shall resolve those shortcomings as soon as possible.
4. Without prejudice to the Supplier being bound to perform its guarantee obligations, acceptance according to the foregoing sections shall exclude any claim made by the Customer concerning a shortcoming in the performance made by the Supplier.

Article VIII – Service activities

1. The Supplier conducts the following service activities to be contractually agreed:
- Inspection visit
One visit annually, at which a check is made of the operation of the components supplied by the Supplier. The inspection report may include recommendations which would have a positive effect on the operations of the components. The components will be made inoperational during this inspection: the date of the visit shall be determined by the Supplier, in consultations with the Customer.
 - Preventive maintenance
One visit annually, at which a check is made of operations of the components supplied by the Supplier and which also includes operational testing, detailed checks of components and modules and cleaning and carrying out modifications. During this visit, the components will be made in-operational. During this visit, various measurements will be taken, a copy of which results will be received by the Customer. Any recommendations to be made will also be included which would have a positive influence on the operations of the components.
If periodical, necessary maintenance is not carried out due to circumstances on the part of the Customer, any claims invoking guarantees issued by the Supplier shall be invalid.
The appointment for this inspection shall be made as a result of consultations between the Supplier and the Customer. Maintenance activities shall take place between Monday and Friday and between 8.30 a.m. and 6 p.m. Maintenance activities conducted outside these hours shall be charged at a supplementary rate applied outside normal office hours for hours worked and travelling. The supplement shall apply to all forms of contract and will be invoiced separately, in arrears.
 - Breakdown and Repair Contract
This is a contract between the Supplier and the Customer in which, within a pre-determined time frame, the Supplier shall do everything required to resolve a breakdown.
2. The Supplier shall replace defective or unreliable components with new, revised or repaired components. The assessment made of the need to replace components shall be made by the Supplier. Replacement shall take place having consulted with the Customer and depending on the form of contract, after a written order shall have been issued. The costs of components and materials will be invoiced separately, depending on the contractual stipulations which are applicable.
3. Activities which are not among service activities conducted by the Supplier include:
- modifications and/or expanding equipment, as well as repairs required due to:
 - o abnormal use
 - o transport damage
 - o water or fire damage
 - o damage which has been sustained due to attempts made by the Customer or third parties to carry out repairs/modifications/re-install or install, without express permission having been granted for this by the Supplier
 - fitting or expanding components should this be necessary.
4. If government or public utility companies impose higher or other demands during the duration of the agreement on installation, in connection with fire and/or other regulations, additional costs which are required to be incurred to meet those demands shall be charged to the Customer. For checking and maintenance activities, the Customer shall provide the technician with the electricity, heat etc. necessary for those activities, without requesting any payment for this.
The Customer binds itself to make no other use of the components provided by the Supplier than in accordance with the nature and intended use thereof and to maintain the installation during its operations and outside its operations properly to the extent the Supplier has not been bound to conduct maintenance. The Customer is to notify the Supplier without delay of any changes made to the use of the components provided by the Supplier.
The Customer shall be bound to refrain from conducting any activities on the installation or have any activities conducted by third parties, without prior permission having been granted for this by the Supplier, in default of which, the Supplier shall be discharged from its contractual obligations.

continuation Article VIII –
Service activities

The foregoing shall not apply if a calamity takes place, which shall include such a serious breakdown that immediate action is required to be taken. In such a situation, the Customer is entitled to have all necessary action taken by experts to prevent or resolve a calamity or to bring it to a halt. The Customer shall be bound to notify the Supplier of this within 24 hours, during office hours, after a calamity takes place, and also inform the Supplier of the measures which have been taken in that connection.

5. For activities conducted on components supplied by the Supplier, rates apply, unless otherwise agreed, as are applied by the Supplier at that time and which are adjusted annually, on the basis of the wages and prices development of companies in the same branch and sector.
6. During office hours – between 8.30 a.m. and 5 p.m. – the Customer may make use of advice given on the telephone by the Supplier. The Customer is to provide information as to the nature of the breakdown and the references on the components. After this information has been received, a Service Engineer of the Supplier will communicate with the Customer.
7. The Supplier shall commence activities with a view to resolving a breakdown as soon as possible, with the proviso that Customers which have concluded a separate breakdown and repair contract shall be given precedence. Unless otherwise agreed, any delivery dates for components and other delays which the Supplier may not, in all reasonableness, prevent and/or which result or not from force majeure, shall be for the account and risk of the Customer. Breakdowns are to be notified to one of the following telephone numbers:

+31 (0)23 - 5 124 124 during office hours
+31 (0)23 - 5 124 124 outside office hours

The Customer is to always provide the following information when registering a breakdown:

1. name of firm
2. contact person
3. address and telephone number
4. type of switch/component
5. nature of the breakdown

Article X – Risk and the transfer
of ownership

1. Unless otherwise agreed in writing, payment is to be made in cash. Service contracts will be invoiced annually. After the expiry of the payment period, the Customer shall be deemed to be automatically in default and has agreed with the Supplier that without any further notice of default, the Supplier shall be entitled to statutory interest from the due date on the outstanding amount and shall also be entitled to collect all costs, judicial as well as extra-judicial costs connected with collecting its receivable. The Customer distances itself from any and all rights to apply discounts on amounts which might be due to or from it. Guarantee claims made do not postpone payment obligations on the part of the Customer.
2. No payment may be postponed, not even if the Customer is of the opinion it has a right to with-hold payment on the ground of a complaint and/or the fact that a credit note will be sent to it.
3. If the Customer is in arrears with any payment of any amount which is due, the Supplier is entitled to dissolve current agreements or postpone delivery of the product, at the discretion of the Supplier and without any judicial intervention being required, all this without prejudice to the further rights of the Supplier, such as the right to claim performance or the right to claim compensation for all damage it sustains as a result hereof.
4. In the case of the bankruptcy of the Customer, or its being placed in official receivership, or its company going into liquidation or its company being taken over or when it applies for suspension of payments, all receivables which the Supplier has due to it from the Customer shall become due immediately and at once and the Supplier shall be entitled to deem current agreements as being dissolved, without any judicial intervention being required, without prejudice to its rights to receive compensation for damage. All invoices shall have a payment period of 14 days, if not paid in cash.

Article XI – Cancellations and
Returning goods

1. Immediately after the product is delivered, as defined in Article V, section 4, the Customer bears the risk for all damage which is sustained by or caused by this product, unless that damage is due to deliberate acts or gross negligence on the part of the Supplier. If the Customer (after having been declared in default) remains in default in connection with accepting the product, the Supplier shall be entitled to charge the Customer for the costs of storing the product.
2. Without prejudice to that determined in the previous section and in Article V, the ownership of the product shall only be transferred to the Customer when all that is due from the Customer to the Supplier for deliveries or activities, including interest and costs, shall have been paid in full.
3. The Supplier shall be entitled to gain unobstructed access when required to the product. The Customer shall cooperate in full with the Supplier in order to afford the Supplier an opportunity to exercise its retention of ownership rights by repossessing the product, including any necessary disassembly required in that connection.

Article XII – Guarantee

1. Unless otherwise determined or agreed, the Customer shall not be entitled to cancel agreement and/or return goods.
2. Cancelling agreements for specific customer related products, which are not standard products, may solely be done in writing by letter or fax message and never by means of an e-mail message, two days after the day on which the agreement was concluded, during normal office hours, free of charge. Thereafter, no cancellation shall be accepted. The Customer shall be bound to perform the terms of the agreement.
3. The Supplier may also (but shall never be bound to do so) cooperate with the cancellation and/or return of goods of standard products which are included in the catalogue after the Customer shall have submitted a written request for this. Each request of return other than a technical return will be assessed and judged on its merits by the Supplier within two months. The Supplier is entitled to make its cooperation conditional and such conditional cooperation shall always include the requirement that the products may be and can be returned in their original and undamaged packaging. The returned shipment shall be delivered under cover of the returned goods number at the address designated for this purpose by the Supplier, carriage paid. The Supplier shall be entitled to check the products before accepting them in taking possession of them. After receipt and valuing their residual value, crediting the account of the Customer shall be done, less at least 25% of the net invoice amount for returning goods, with a minimum charge being applied of € 25.00.

Article XIII – Liability and
Indemnification

1. In observance of that determined elsewhere in these General Terms and Conditions, the Supplier guarantees both the products it supplies as well as the quality of the materials it supplies and uses, to the extent no visible defects appear upon inspection, or testing when transferring those goods. Only defects to products supplied, which the Customer can prove came about within the time period referred to in section 2, solely or for the most part as a direct consequence of the design, construction, or installation, flawed finishing or use of poor materials, shall be repaired by the Supplier in observance with the following sections of this article.
2. Unless otherwise agreed and without prejudice to the other sections of this article, products supplied by the Supplier, which are defective, shall be repaired, replaced, or services rendered again, when a defect appears within 6 months after delivery. The Customer is to invoke its guarantee by notifying the Supplier of this in writing, as soon as possible after having discovered the defect but no later than seven days after the expiry of the guarantee period which is applicable, in default of which any entitlement on the part of the Customer in respect of the Supplier shall expire. Claims made pending in law concerning guarantees are to be filed within 1 year after having invoked them in a timely manner, under penalty of the guarantee in question having expired.
3. Defects covered by the terms of the guarantee referred to in sections 1 and 2 shall be resolved by the Supplier by means of repairs or replacements of the defective component, carried out by or via the Supplier, or not, or by means of shipping a replacement component, all this at the discretion of the Supplier. All costs, which exceed the sole obligations described in the previous sentence, but not limited to the costs of destruction, administrative costs, compensation for customers, transport and accommodation costs, as well as the costs of disassembly and fitting/installation, shall be for the account of the Customer.
4. The guarantee obligations of the Supplier expire if the Customer or its customer makes changes and/or conducts repairs or has this done on the product supplied or makes changes to the service rendered or has this done by third parties or if that supplied is used for other purposes than normal company purposes or if that supplied is used inexpertly, in the view of the Supplier or has been inexpertly maintained. Moreover, defects are not covered by the guarantee which are, in whole or in part, due to:
 - a. not observing and following instructions, and instructions for use and maintenance instructions;
 - b. normal wear and tear;
 - c. the application of any government regulation concerning the nature or quality of the materials used;
 - d. materials, or goods, decided on and used under the instructions issued by the Customer, or constructions desired by the Customer;

- continuation Article XIII – Liability and Indemnification
- e. inspections carried out in consultations with the Customer by the Supplier, advice provided and similar obligations, aside from when the defect which has come about is due to gross negligence on the part of the Supplier.
5. If the Customer does not meet any obligation or fails to meet any obligation in a timely manner which it has arising out of the agreement concluded with the Supplier or any agreement connected therewith, the Supplier shall not be bound to provide any guarantee whatsoever concerning any of these agreements. If the Customer disassembles the installation, makes repairs to it or conducts other activities in connection with the product, or has any of this done, any claim made under the guarantee shall expire.
6. When the Supplier meets its guarantee obligations this shall be sole and total settlement of compensation for damage. The Customer shall not be entitled to claim and further compensation for damage, aside from in the case of deliberate acts or gross negligence on the part of the Supplier.
- Article XIII – Liability and Indemnification
1. Each and every liability shall, in all cases, be limited to the amount which shall be paid out under the claims made in each case by the liability insurance taken out by the Supplier.
2. The liability of the Supplier in connection with any shortcomings in the goods it supplies shall furthermore also be limited to performing the terms of the guarantee described in Article XII.
3. Aside from when gross negligence applies on the part of the Supplier and aside from that determine in section 1, all liability on the part of the Supplier, such as for company damage, other indirect damage resulting from liability in respect of third parties, shall be excluded.
4. The Supplier shall consequently also not be liable for:
- patent infringement, license infringement or infringement of other third party rights resulting from the use of data provided for or on behalf of the Customer;
 - damage or loss, for whatever cause, of raw materials, half-manufactures, models, tools and other goods, made available by the Customer;
 - damage resulting from stagnation or a delay in the production process, etc.
5. If the Supplier provides assembly assistance – of any nature whatsoever - without having been ordered to fit or install goods – this shall be for the account and risk of the Customer.
6. The Customer shall be bound to indemnify the Supplier in respect of any and all claims made by third parties for compensation for damage, for which the liability of the Supplier is excluded in these General Terms and Conditions in respect to the Customer.
- Article XIV – Force majeure
1. Force majeure shall include: each and every situation in which the Supplier is unable to meet its obligations or a part thereof as a result of circumstance beyond the control of the Supplier.
2. In each case, the following circumstance shall be deemed to be force majeure: company blockades, strikes, working to rule, transport difficulties, exclusion, war, hostilities, civil war, molestation, riots, floods, abnormally high or low water levels, iciness, water damage, business interruption, lack of or delayed delivery of necessary or ordered raw materials, materials or parts, disruptions in the provision of energy, lack of labour, government measures and stagnation due to cold weather conditions.
3. When force majeure applies, the Supplier shall be entitled, without being bound to pay any compensation of any kind, to either declare the agreement dissolved to the extent it has not already been performed, without any judicial intervention being required, or to postpone delivery up to a period of a maximum of six months. During the period of postponement, the Supplier shall be entitled, and, at the conclusion of the period of postponement it shall be bound to choose in favour of either performing the agreement, or dissolving the agreement, in whole or in part.
If the agreement is dissolved on the grounds of force majeure prevailing, the Supplier shall be entitled to charge the Customer 50% of the direct costs it has incurred in connection with the order in question (materials, wages and development costs).
- Article XV – Dissolution
1. Should the Customer fail to meet any stipulation of these General Terms and Conditions of Sale and Supply and/or fail to meet any other stipulation of the agreement and/or of any further agreement, or should there be good grounds to fear that the Customer is unable or will be unable to meet its contractual obligations, as well as in the case of bankruptcy, suspension of payments, cessation, liquidation or whole or partial transfer of the company of the Customer, the Supplier shall have the right, without issuing any demand, notice of default, or without judicial intervention, to postpone performance of the agreements concluded with the Customer in question until the Supplier shall be satisfied that there is sufficient and proper surety for the full performance on the part of the Customer or declare the agreements dissolved, without being bound to pay any compensation for damage to perform any guarantee and without prejudice to its further rights. The Customer shall be bound in that case to take over all the materials and/or take the services already acquired for the Customer at the prices agreed and in any case at cost price, including wages. The Customer shall furthermore also be bound to indemnify the Supplier against any claims which might be made by third parties are a result of the dissolution.
2. The Customer shall not be entitled to claim the dissolution, effective retro-actively, of the agreement.
- Article XVI – Disputes and applicable law
1. Dutch law applies to all offers and agreements.
2. All disputes which arise between the Supplier and the Customer in connection with an agreement parties shall have concluded shall be submitted before the District Court of Haarlem, the Netherlands.
3. If one or more of these conditions conflicts with stipulations imposed by government, they shall be deemed as not having been written, without prejudice to the validity of the remaining conditions.

Lodged at the Office of the Clerk of the Court of the District Court of Haarlem, the Netherlands, on the 23rd of September 2009 under number 17/2009