

General Terms and Conditions of Sale and Delivery of GreenFields BV situated in Genemuiden (Netherlands)

General Terms and Conditions

These terms and conditions shall apply to the delivery of goods as well as to agreements regarding contracting for work or rendering services. With respect to contracting for work, in particular the construction of artificial sport turf by GreenFields BV, the present general terms and conditions will also be deemed to incorporate the terms and conditions referred to in section II.

SECTION I

Art. 1: General

- 1.1 These terms and conditions are applicable to all legal relationships, any precontractual and future relationships included, between GreenFields BV and its principal or purchaser.
- 1.2 The terms and conditions used by the principal or purchaser are expressly excluded.
- 1.3 Deviation from these terms or conditions will only be binding upon GreenFields BV if such deviation has been confirmed in writing.
- 1.4 If any provision from these terms and conditions is declared void at law or otherwise, parties must follow as closely as possible the provision that is nearest the annulled provision when determining what agreements lawfully exist between parties.
- 1.5 Where applicable, the definition of the term "goods" in these terms and conditions will be understood to mean: projects or completed works, equipment delivered, materials, components, fittings and tools, data and data carriers, as well as any other connected matters all in the broadest sense of the words.
- 1.6. These terms and conditions shall also apply to any GreenFields BV staff and to any third parties associated with GreenFields BV in the execution of the agreement.

Art. 2: Formation of agreements

- 2.1 All offers, unless explicitly mentioned otherwise, are made without obligation and will lapse sixty days after the date of the offer. GreenFields BV has the right to withdraw an offer during the two working days following acceptance of the offer.
- Offers are based on the information that may have been sent together with the request by the principal or purchaser.
- All offers and quotations made by GreenFields BV must be regarded as invitations to treat; they are made without any obligation and can be changed and/or withdrawn at any time.
- 2.2 GreenFields BV will only be bound by promises and arrangements made by its employees if and insofar as these promises and/or arrangements have been confirmed in writing by GreenFields BV.
- Cancellation of orders by the principal or purchaser is only possible as long as no work has yet been carried out on that particular order.
- Cancellation by the principal or purchaser is only binding after written confirmation by GreenFields BV. All costs already incurred by GreenFields BV are for the account of the principal or purchaser.
- 2.3 GreenFields BV cannot be obliged to honour its offer, if the principal or purchaser should have realised that the offer or a component thereof contains an obvious mistake or a clerical error.

Art. 3: Prices

- 3.1 All prices mentioned by GreenFields BV in offers, order confirmations or otherwise exclude V.A.T.
- 3.2 Catalogues, brochures and price lists lose their validity on publication of a new version.
- 3.3 If, for whatever reason, price increases should occur, GreenFields BV reserves the right to adjust their invoiced prices accordingly.
- 3.4 If the price increase pursuant to the preceding paragraph is greater than 10%, the principal or purchaser is entitled to dissolve the agreement following the price adjustment. The principal or purchaser must notify GreenFields BV by registered letter within seven days of having been informed of the price adjustment, saying that he wishes to exercise his right to dissolve. The dissolution does not affect the obligation to pay for work already performed in accordance with the relevant agreement.
- 3.5 If the price increase occurs within three (3) months of the conclusion of the agreement, any principal or purchaser who has not acted in the capacity of a profession or business may dissolve the agreement. The principal or purchaser must notify GreenFields BV by registered letter within seven (7) days of having been informed of the price adjustment that he wishes to exercise his right to dissolve the agreement. The dissolution does not affect the obligation to pay for work already performed in accordance with the relevant agreement.
- 3.6 Discounts will only be given if this has been explicitly agreed in writing. Discounts given previously do not bind GreenFields BV in any way whatsoever.

Art. 4: Transport and risk

- 4.1 Unless otherwise agreed, the risk of the goods to be delivered will be transported to the principal or purchaser ex GreenFields BV premises. All goods, including those delivered carriage free domicile, are at all times transported for the risk of the principal or purchaser. All this without prejudice to the rights, which the person in question can assert by virtue of any transport insurance taken out.
- 4.2 Unless otherwise agreed, import and export duties, clearance charges, taxes, etc. are for the account of the principal or purchaser.
- 4.3 GreenFields BV has choice of transport in the case of carriage paid deliveries, unless otherwise agreed.

Art. 5: Delivery and delivery period

- 5.1 The principal or purchaser must inform GreenFields BV completely and accurately about the work to be carried out and the circumstances under which the work has to take place. If it should transpire that the information was incomplete or incorrect, as a result of which GreenFields BV was obliged to incur extra costs, these costs, which include man-hours, extra material and transport costs, will be invoiced to the principal or purchaser by GreenFields BV.
- 5.2 The principal or purchaser must ensure that GreenFields BV can start the task without any extra work.
- 5.3 If a particular delivery time has been agreed or if it has been agreed that GreenFields BV would start its work within a particular period of time or that the work would be completed within a particular period, this period of time will be extended if and insofar as the principal or purchaser has not yet completed all the preparations necessary for the execution of the agreement. This extension applies particularly in the case of delays due to adverse weather conditions and any related costs will never be for the expense and risk of GreenFields BV.
- 5.4 If the period referred to in the preceding paragraph is exceeded, GreenFields BV will only be in default if, after receiving a written notice of default from the principal or purchaser, offering a reasonable period to proceed to deliver, to start or complete the work and completion thereof, it fails to complete within said period.
- 5.5 If the last-mentioned period is exceeded, the principal or purchaser will be entitled to dissolve the agreement. In that case the principal or purchaser is not entitled to compensation and he has no right, whether or not with the authority of the Court, to carry out work to meet the contractual obligations, or have such work executed, for the account of GreenFields BV, unless exceedance of the last-mentioned period is the result of intent or gross negligence on the part of the management of GreenFields BV and/or its executive staff.
- 5.6 If it has been agreed that the work and/or delivery will be effected in stages, GreenFields BV is entitled to postpone the start of the work and/or deliveries that are part of a subsequent stage until the principal or purchaser has accepted and approved the preceding completed stage in writing. The principal or purchaser is nonetheless obliged to pay the agreed price for the work to be carried out and/or to be delivered and he is obliged to compensate GreenFields BV for expenses and damage incurred as a result of such postponement.
- 5.7 If GreenFields BV does not deliver in time, or does not start the work in time, or fails to complete the work in time, the principal or purchaser will explicitly not be entitled to suspend his obligations ensuing from the agreement.
- 5.8 GreenFields BV is entitled to have the work under the agreement carried out in whole or in part by third parties.

Art. 6: Amendment and cancellation

Any amendment or cancellation of the agreement by the principal or purchaser requires the express and written confirmation from GreenFields BV. If the principal or purchaser wishes to amend or cancel the agreement, he will be liable to compensate GreenFields BV for any ensuing financial loss.

Art. 7: Retention of title

- 7.1 GreenFields BV will retain title to the goods delivered or to be delivered to the principal or purchaser pursuant to the agreement until the agreed price for these goods and the work carried out or to be carried out has been paid in full, and also until any claims on account of failure to observe the agreement by the principal or purchaser have been fully paid.
- 7.2 With respect to the goods as referred to in paragraph 1, the principal or purchaser binds himself to refrain from any act of disposition such as pledging or otherwise encumbering these goods or transferring

them to third parties, except insofar as the principal or purchaser has already fulfilled the obligations as referred to in paragraph 1.

- 7.3 If the principal or purchaser acts in violation of the obligations as referred to in paragraph 2, GreenFields BV is entitled to remove and take back all the goods already supplied or delivered. The principal or purchaser is obliged to co-operate fully with GreenFields BV, particularly by permitting the person designated for that purpose entrance to the premises or any other space used by him. The principal or the purchaser hereby grants permission for this now for then.

Art. 8: Payment

- 8.1 If, either before or during the execution of the work, the financial position or payment record of the principal or purchaser in the judgement of GreenFields BV gives rise to such a request, the principal or purchaser is obliged to make GreenFields BV advance payments in whole or in part and/or to provide GreenFields BV with a financial guarantee at the first request of GreenFields BV.
- 8.2 Payment of amounts invoiced by GreenFields BV to the principal or purchaser must be made within thirty (30) days of the invoice date, without any deduction of discount, unless agreed otherwise.
- 8.3 GreenFields BV is at all times entitled to demand cash payment from the principal or purchaser to meet its outstanding payment obligations.
- 8.4 If the principal or purchaser has failed to meet a payment date, the total outstanding invoiced amount as well as any other outstanding amounts will become immediately payable without notice of default. This also applies if the principal or purchaser is granted suspension of payments, is declared bankrupt or has been placed under guardianship.
- 8.5 Payments made by the principal or purchaser will first be offset against the costs and interest due and subsequently against the longest outstanding payable amounts, even if the principal or purchaser specifies differently.
- 8.6 If payment has not been made in full within the set term, the principal or purchaser shall be immediately in default by operation of law, and the statutory interest increased by 2% a month will be due over the outstanding amount as of the expiry date, whereby part of a month will be taken to be a full month.
- 8.7 In addition, all costs, both extra-judicial and the actual judicial costs will be for the account of the principal or purchaser, without prejudice to his obligation to pay for any further damage.
- 8.8 All extra-judicial collection costs will be calculated on the basis of the collection rates of the Netherlands Bar Association.
- 8.9 GreenFields BV is entitled to suspend performance of its obligations until the principal or the purchaser has met all his outstanding obligations.

Art. 9: Complaints

- 9.1 The principal or the purchaser is obliged to inspect the work or the delivered goods immediately after completion of the work or the delivery of the goods for apparent defects. The principal or purchaser must notify GreenFields BV in writing within eight (8) days of the completion of the work or of delivery, giving details of any visible defects, in default whereof the work or the delivered goods are deemed to have been accepted.
- 9.2 Any other defects must be reported to GreenFields BV in writing immediately after they could reasonably have been discovered, or at any rate within a month of completion of the work or after delivery, in default whereof the work or the delivered goods are deemed to have been accepted.
- 9.3 Complaints are no reason for the principal or the purchaser to refuse or suspend payment.
- 9.4 If GreenFields BV deems the complaint to be justified, GreenFields BV has the right, after consultation with the principal or purchaser, to credit the invoice pro rata or to re-execute the agreement while maintaining the existing agreement, such on the condition that at the request of GreenFields BV the principal or purchaser returns the defective goods carriage paid.
- 9.5 GreenFields BV does not have any obligation with respect to any submitted claim if the principal or purchaser has not timely and fully met his obligations – financial or otherwise – towards GreenFields BV.
- 9.6 A claim with respect to goods delivered cannot be of influence on previously delivered goods or goods still to be delivered, this also applies to goods still to be delivered in order to execute that same agreement.
- 9.7 No complaint can be considered if the delivered goods are no longer in exactly the same condition as they were at the time of delivery.
- 9.8 GreenFields BV is entitled to refuse returned goods, unless the possibility for returning goods has been expressly agreed.
- 9.9 The provisions of this article are applicable unless other guarantee provisions have been agreed in writing.

Art. 10: Indemnity

The principal or purchaser will hold GreenFields BV harmless against all claims from third parties in respect of any of damage sustained or to be sustained by that third party resulting from work carried out and/or any goods delivered by GreenFields BV.

Art. 11: Force majeure

- 11.1 Force majeure shall be understood to mean a failure that cannot be attributed to GreenFields BV. This includes at least a failure due to:
 - bankruptcy and/or serious interruptions in the operations of GreenFields BV's suppliers
 - industrial action
 - adverse weather conditions
 - government measures, including import and export bans and import and export restrictions
- 11.2 In the event of force majeure, GreenFields BV may choose: either to suspend the execution of the agreement until the force majeure situation has ended or to dissolve the agreement in whole or in part, whether or not suspension was first chosen. The principal or the purchaser has no right to compensation in either case. If the period of force majeure, as a result of which GreenFields BV is not able to meet its obligations, should last longer than three (3) months, the principal or the purchaser will also be entitled to dissolve the agreement, without there being any obligation to compensation, the provisions of article 11.3 notwithstanding.
- 11.3 If, at the start of the force majeure, GreenFields BV has already partly met its obligation or will only be able to meet its obligations in part, it is entitled to invoice that part separately and the principal or purchaser is obliged to pay that invoice as if it concerned a separate contract.

Art. 12: Liability

- 12.1 Liability for defects in the goods delivered is subject to the provisions of article 13.
- 12.2 GreenFields BV shall not be liable for:
 - consequential damage to the principal, purchaser or third parties (including breakdown, loss of revenue and suchlike), caused by whatever cause, except if such is due to intent or gross negligence on the part of GreenFields BV or its employees;
 - damage to the property of third parties, the principal or the purchaser, which GreenFields BV or a person who, on behalf of that company, transports, works, deals with, occupies, rents, borrows, uses, stores or has possession of.
- 12.3 Measurements or cost factors described by GreenFields BV in illustrations, catalogues, drawings or in any other way given, as well as all other specifications published in price lists, offers and/or confirmations of orders and advertising material, are deemed to have been given by approximation and without any obligation. GreenFields BV accepts no liability whatsoever for any possible inaccuracies.

Art. 13: Warranty

- 13.1 GreenFields BV guarantees the reliability in its work and the goods delivered, on the understanding that GreenFields BV, following poor work or faulty goods, has the choice to carry out the work again or to replace or repair any defective goods or to pay a sum of money by way of compensation for the damage of no more than € 45,000. All this only applies insofar as the liability of GreenFields BV for damage was not excluded in the preceding articles and the defect was reported to GreenFields BV in time.
- 13.2 Defects caused by normal wear and tear, by improper or incorrect usage or maintenance, or by changes or repairs carried out by the principal or purchaser himself or by third parties without the permission by GreenFields BV, are not covered by any guarantee.
- 13.3 The guarantee only applies if the principal or purchaser has met his obligations towards GreenFields BV (both financially and otherwise) in full and in good time.
- 13.4 The principal or purchaser must ensure that GreenFields BV can carry out the originally agreed work again without the necessity for any additional work.
- 13.5 If GreenFields BV has proceeded with repairs or replacements, all provisions of these terms and conditions shall apply to those repairs or replacements.

Art. 14: Dissolution, compensation and lapse

14.1 GreenFields BV is entitled to dissolve the agreement in whole or in part with immediate effect and without judicial intervention, without prejudice to its right to be compensated for costs, damage and interest, if:

- the principal or purchaser fails to meet any of the obligations from the agreement properly, in good time and in full;
- the principal or purchaser files a petition for the suspension of payments;
- a petition in bankruptcy is filed against the principal or purchaser or if he files a petition in bankruptcy;
- a prejudgment attachment or execution is levied against the principal or purchaser;
- the principal or purchaser is a legal entity and that legal entity is dissolved, or, if the principal or purchaser is a natural person, this person dies or is no longer able to carry out his business;
- circumstances occur that jeopardize the possibilities of recovery for GreenFields BV.

14.2 In the event of dissolution arising from the above, GreenFields BV is under no obligation whatsoever to make compensation.

14.3 In the event of dissolution on the strength of paragraph 1 of this article, GreenFields BV is entitled to remove and take back all the goods already delivered.

14.4 The principal or purchaser is obliged to co-operate with GreenFields BV in full, particularly by permitting the person designated for that purpose entrance to the premises or any other space used by him. The principal or the purchaser already grants permission now for then.

14.5 The costs of withdrawal, storage and sale of these goods are for the account of the principal or purchaser. GreenFields BV is entitled to either retain the goods until the principal or purchaser has fulfilled his obligations including the payment of interest, costs and damages, or to sell the goods to third parties, in which case the net proceeds will be set off against the full amount owed by the principal or purchaser to GreenFields BV.

14.6 If the agreement is dissolved, GreenFields BV is entitled to be compensated by the principal or purchaser for the financial loss sustained, unless the dissolution is the result of failure or force majeure on the part of GreenFields BV.

14.7 GreenFields BV will only be in default if it has received a written notice of default from the principal or purchaser granting a reasonable term in which to meet its obligations, and no fulfilment followed within this period.

14.8 Without prejudice to the provisions above, the claims from the principal or purchaser will lapse one year after their inception.

Art. 15: Applicable law/competent court

15.1 All agreements concluded between parties are subject to the law of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

15.2 Disputes will be decided exclusively by the District Court of Zwolle (NL), unless the Subdistrict court has jurisdiction.

GreenFields BV remains nonetheless authorised to summon the principal or purchaser to appear before the court which has jurisdiction according to the law.

SECTION II

Art. 1: Applicability

1.1 The present terms and conditions are applicable to all legal relationships, which also include precontractual and future legal relationships, between GreenFields BV and its principal, insofar as this applies to agreements regarding contracting for work, in particular the construction of artificial sport turf for track and field.

1.2 In the event that any provision in Section II of these terms and conditions should be in conflict with or deviate from the general terms and conditions in Section I, the conditions in the present Section II shall prevail.

Art. 2: Prices

2.1 The price quoted is based on information provided by the principal.

2.2 Unless agreed otherwise the price/prices given in the offer is/are based on the costing factors applicable on the date of the offer.

2.3 If changes occur in the labour costs or in the prices of the materials and/or substances and/or fuel necessary to carry out the work after the date of the price offer, GreenFields BV is entitled to pass on these higher costs. That which is stated above does not apply if a fixed contract sum was agreed in writing.

2.4 If the price increase is introduced within three (3) months of the conclusion of the agreement, the principal or purchaser who has not acted in the capacity of a profession or company can dissolve the agreement.

The principal or purchaser must notify GreenFields BV within seven (7) days of having been informed of the price adjustment by registered letter that he wishes to use his right to dissolve the agreement. The dissolution does not change the payment obligation for work already performed in accordance with the relevant agreement.

2.5 The export of building and/or waste materials is excluded, unless agreed otherwise in writing with the principal.

2.6 If the offer is not accepted, GreenFields BV is entitled to invoice the costs incurred with respect to making the offer to the person at whose request the offer was made, as long as GreenFields BV has stipulated such a condition before making the offer.

Art. 3: Contract variations

3.1 GreenFields BV is entitled to invoice contract extras. Contract reductions will be set off as 90% of the amount of the contract reduction.

3.2 Contract extras are taken to be all that is delivered and/or put in by GreenFields BV at the request or order of the principal, or at the order of third parties or pursuant to new or changed regulations over and above the amounts and/or kinds of materials to be delivered and/or put in as expressly agreed upon in the agreement, or work done over and above the work described in that agreement, while contract reductions are dealt with in the same but opposite manner. The provisions in section 7A subsection 1646 of the Dutch Civil Code are expressly excluded.

3.3 Settlement of contract variations will be effected on the agreed payment conditions.

3.4 Contract variations, approximations, the conditions for contract variations must preferably be agreed upon in advance and in writing each time a contract variation occurs.

Art. 4: Execution by third parties

Work can partly be assigned to third parties by GreenFields BV on conditions it will impose on these third parties.

Art. 5: Guarantee scheme

5.1 Unless otherwise agreed in writing, the artificial sport turf sold by GreenFields BV will be guaranteed for a period of three years after completion as regards:

- abnormal wear and tear
 - resistance to weather conditions such as ultraviolet radiation, temperature, moisture, rot and fungi
 - water permeability
- 5.2 Expressly excluded is all damage, which is directly or indirectly the result of factors that are outside the influence and responsibility of GreenFields BV. The guarantee applies only to defects caused by or resulting from the use and/or processing of materials.
- 5.3 This guarantee does not include any damage and/or defects that are the result of:
- the use of the surface of the artificial turf for other purposes than have been agreed
 - the use of inappropriate footwear
 - mechanical damage, vandalism, fire, chemical reaction and disasters
 - insufficient and/or incorrect maintenance.

5.4 Claims under guarantee shall only apply to damage with respect to materials and the construction of the artificial sport turf and shall not go beyond the repair and/or replacement of parts of or the entire artificial sport turf, all this at the discretion of GreenFields BV.

5.5 If the obligations ensuing from this guarantee entail replacement of parts of or the entire artificial sport turf, the principal will pay a replacement fee equal to the depreciation actually booked or planned for usage on the basis of three years as of the completion date to be calculated in the following manner:

- no fee in the first year after completion
- 40% fee in the second year after completion
- 80% fee in the third year after completion

The replacement fee to be paid by the purchaser or principal will be related to the current price level at the time of replacement or repair.

5.6 Any claim to guarantee lapses if repairs and/or replacement are commenced without the prior permission of GreenFields BV.

Art. 6: Arbitration

Contrary to the provisions of Section I, all disputes about the quality of the materials delivered or the work carried out will be settled by arbitration, whereby the arbitrators, either at the request of one or both party(ies), will be assigned by NOC*NSF in Papendal (NL). Any other dispute, not relating to the quality of the delivered goods, shall be settled by the Civil Court of Zwolle, unless the Subdistrict court has jurisdiction. GreenFields BV remains nonetheless authorised to summon the principal or purchaser to appear before the court which has jurisdiction according to the law.

Art. 7: Delivery

7.1 The work will be considered delivered when:

- a. GreenFields BV has informed the principal of the completion of the work, either orally or in writing;
- b. the principal has failed to inspect the work during a period of eight (8) days after GreenFields BV has notified the principal in writing that the work has been completed;
- c. the work has been put into use, on the understanding that if a part of the work has been put into use that part will be considered completed and delivered.

Art. 8: Performance of the contract

8.1 GreenFields BV will carry out the commission to the best of its ability and in accordance with the requirements of good craftsmanship.

8.2 Delivery will be effected ex GreenFields BV premises. All delivery dates are approximate. The term work day as used in the agreement is understood to mean a calendar day, unless this day falls on Saturday, Sunday or any other official public holiday. Exceedance of the delivery time does not mean a deadline has been exceeded, and can never be grounds for entitlement to compensation.

8.3 If and insofar as such is necessary for the correct execution of the commission, GreenFields BV is entitled to have parts of the work carried out by third parties.

8.4 The principal will ensure that GreenFields BV has access to all necessary information and approvals such as licences, discretionary permits and administrative decisions. The principal will ensure that all such information as can reasonably be expected to be needed for carrying out the work is made available to GreenFields BV in good time.

8.5 If the information, necessary for the execution of the work, has not reached GreenFields BV in time, GreenFields BV is entitled to postpone the execution and/or to invoice the principal for the extra costs incurred by the delay in accordance with the usual rates.

8.6 The site where GreenFields BV is expected to carry out the work must always be delivered with a clean and level surface. There must be sufficient connection points for electrical equipment, lighting, heating, gas, compressed air and water.

The costs of the water, electricity and gas used are for the expense and risk of the principal. If obstacles need to be removed, GreenFields BV will charge rates as set out in the agreement. Points for cabling, gas, water, sewerage, etc. must be clearly marked.

8.7 GreenFields BV is not liable for damage, of whatever nature, when it has used information provided by the principal that proved to be incorrect and/or incomplete. Likewise GreenFields BV is not liable for damage to the work caused by activities or deliveries carried out by the principal or by third parties commissioned by the principal.

8.8 If, during the execution of the agreement, it should become evident that it is necessary to make changes or to carry out extra work to enable the work to be carried out properly, parties will amend the agreement accordingly in mutual consultation.

8.9 If parties agree to amend or to supplement the agreement, this may influence the date of completion of the work. GreenFields BV will notify the principal as soon as possible thereof. If the changes or additions to the agreement have financial and/or qualitative consequences, GreenFields BV will inform the principal thereof in advance. If a fixed remuneration was agreed, GreenFields BV will indicate any financial consequences resulting from the change or supplement to the agreement.

8.10 The principal bears all responsibility for the constructions and working methods prescribed by him or on his behalf, this includes the influence of the soil condition on the work, as well as the orders and instructions given by the principal.

8.11 If building materials or appliances, which have been made available by the principal or used on his instruction, should prove defective, the principal is liable for any damage caused by said material and appliances.

8.12 The consequences of complying with any statutory regulations or administrative decisions which become effective after the day of the offer, will be for the expense and risk of the principal.

8.13 The principal is liable for damage to the work caused by activities or deliveries carried out by him or commissioned by him from third parties.

Art. 9: Working conditions

9.1 The principal is obliged to carry out any work, which is not performed by GreenFields BV, in accordance with the requirements of good craftsmanship and without causing any delay, and to provide proper storage for materials, work and equipment, and always provide proper working space if GreenFields BV must work at another location, and to have three-phase power points present, and to ensure that hoisting is possible, and generally to make it possible for GreenFields BV to work without any hindrance.

9.2 The principal will provide reasonable sanitary facilities and a site hut on the building site.

9.3 The principal is obliged to carry out any work, which is not performed by GreenFields BV, in accordance with the requirements of good craftsmanship or to have such work carried out in exactly the same manner.

9.4 Materials which are transported by GreenFields BV, or which GreenFields BV has transported for or by order of the principal, are transported at the principal's expense and risk.

9.5 The principal must provide an accessible and safe workplace and sufficient safety equipment devices for the employees of GreenFields BV.

Art. 10: Intellectual property rights

10.1 GreenFields BV retains all applicable intellectual property rights to all designs, illustrations, sketches, drawings and models provided. Reproduction and/or copying are only permitted with the prior written permission of GreenFields BV. Except with the prior written permission of GreenFields BV, the principal is forbidden to use the designs, illustrations, sketches, drawings and models for his own purposes in any manner whatsoever.

10.2 The designs, illustrations, sketches, drawings and models as referred to in paragraph 1 of this article shall remain the full property of GreenFields BV and must be returned to GreenFields BV immediately at its first request.

10.3 This English-language document is a full and faithful translation of the original Dutch text, but differences in law may create ambiguity in other jurisdictions. In the event of any dispute as to the interpretation of any of the conditions contained in these general terms and conditions, the official Dutch language version will therefore prevail.