

A. GENERAL PROVISIONS

This general part applies to all legal relationships between Forbo Eurocol Nederland B.V. and the Contractor, except to the extent that, also in view of the nature of the agreed or to be agreed performance, other standard terms and conditions of Forbo Eurocol Nederland B.V. (for example the Standard Conditions of Sale and Delivery) apply.

1. Definitions

- 1.1 In these standard terms and conditions ("Conditions") the following terms have the following meaning:
- (a) Forbo Eurocol: Forbo Eurocol Nederland B.V., with its registered office in Wormerveer, as well as its legal successors by universal or particular title;
 - (b) Contractor: every natural or legal person from which/whom Forbo Eurocol Nederland B.V. orders Products and/or Services and/or with which/whom it is in discussion or negotiation on the entering into of an Agreement;
 - (c) Order: every order from Forbo Eurocol Nederland B.V. to the Contractor for the delivery of Products and/or the rendering of Services in any form whatsoever;
 - (d) Products: all goods delivered or to be delivered to Forbo Eurocol Nederland B.V. in the execution of an Order, irrespective of whether the Order exclusively includes the delivery of those goods or (also) the rendering of Services;
 - (e) Agreement: every agreement that comes into being between Forbo Eurocol Nederland B.V. and the Contractor, every amendment or addition to such, as well as any (legal) acts in preparation and/or performance of such agreement;
 - (f) Services: all the activities (in any form or name whatsoever, for example service provision, contracting work, lending etc.) carried out by the Contractor for, or for the benefit of, Forbo Eurocol Nederland B.V., whether or not in conjunction with the delivery of Products;
 - (g) Specification: the description of the Products or Services ordered by Forbo Eurocol Nederland B.V. which is set out, or to which is referred to, in the Order or the Agreement. Failing that, the description which is usual between the parties applies, or failing that, all that which is in common practice in the sector;
 - (h) Defect: every deviation from the Specification by the Products or Services and any other non-properly functioning of the Products or any other non-properly performed Service;

- (i) Work: the work to be carried out by the Contractor.

2. Applicability and voidability

- 2.1 Except when, also in view of the nature of the agreed or to be agreed performance, other Standard Terms and Conditions of Forbo Eurocol Nederland B.V. apply, (such as the Standard Conditions of Sale and Delivery), these Conditions form part of all Agreements and these Conditions apply to all (other) acts and legal acts between Forbo Eurocol Nederland B.V. and the Contractor, even if those (legal) acts do not lead to, or are not related to, an Agreement.
- 2.2 The applicability of any standard terms and conditions of the Contractor is expressly rejected by Forbo Eurocol Nederland B.V..
- 2.3 The Standard Conditions of Sale and Delivery (also) apply to any (legal) acts by Forbo Eurocol Nederland B.V. and its (potential) counterparts in respect of agreements or negotiations on such, where Forbo Eurocol Nederland B.V. shall act (wholly or in part) as seller of goods, as a service provider or contractor of work. These conditions have been filed with the Chamber of Commerce under number 35013100 and shall be sent to the Contractor on first request free of charge.
- 2.4 Provisions from these Conditions do not apply insofar they should be in conflict with the applicable provisions of mandatory law. Should any provision in these Conditions be void or otherwise unenforceable, this does not affect the validity of the other provisions in these Conditions and the Agreement, except where Forbo Eurocol Nederland B.V. indicates, and in the relevant circumstances may reasonably let it be known, that the relevant provision is of great importance to it, in which case Forbo Eurocol Nederland B.V. is entitled to terminate the Agreement with immediate effect without being liable to pay any kind of compensation.

3. Order and acceptance

- 3.1 All Orders from Forbo Eurocol Nederland B.V. are without obligation. Insofar the Contractor - in departure from the provision in the first sentence of this paragraph – accepts a binding offer from Forbo Eurocol Nederland B.V. which includes departures of minor importance, those departures do not form part of the Agreement and the Agreement is formed in accordance with the offer as made by Forbo Eurocol Nederland B.V..
- 3.2 Forbo Eurocol Nederland B.V. is entitled, provided within 2 working days after receipt of the acceptance by the Contractor of Forbo Eurocol Nederland B.V.'s Order, by means of a written statement addressed to the Contractor to this end, to terminate the Agreement without being liable to pay any compensation.
- 3.3 If Forbo Eurocol Nederland B.V. sends the Contractor an order form, he shall return this form within 7 working days after its date, signed in evidence of his agreement. In the event Forbo

Eurocol Nederland B.V. has not received a properly signed form within 12 working days after its date, it is entitled to consider that an agreement was not formed in a legally valid manner.

- 3.4 Offers and quotations by the Contractor are fixed and binding and cannot be changed before or after the Order, unless they relate to the granting by the Contractor (possibly in the interim) of (extra) discounts.

4. Distribution and agency agreements

- 4.1 If for more than one year Forbo Eurocol Nederland B.V. regularly enters into Agreements with the Contractor for the purchase of goods destined for resale and provided the Contractor knows this or should know this and if Forbo Eurocol Nederland B.V. has undertaken any substantial form of marketing efforts in respect of these goods against which the Contractor has raised no objections whilst he was aware of this or should have been aware of it, a distribution agreement for an indefinite period of time in respect of such comes into being between the parties by operation of law unless the Contractor proves with legally permitted means that despite the foregoing, no distribution agreement was formed.
- 4.2 If and insofar Forbo Eurocol Nederland B.V. has in fact during the year referred to in paragraph 1 been the only reseller of these goods in the Netherlands, the distribution agreement formed in accordance with paragraph 1 shall (in departure of the provisions of paragraph 1) be of an exclusive nature and shall initially have a term of one year after which the agreement shall be continued for an indefinite period of time unless (one of the) parties has given notice to terminate by registered letter with due observance of a notice period of three months.
- 4.3 If Forbo Eurocol Nederland B.V. for more than one year has regularly effected agreements between the Contractor and purchasers and/or, with the knowledge of the Contractor, undertaken regular and active substantial intermediary activities to this end, an agency agreement in respect of the relevant goods shall be formed between the parties by operation of law, unless the Contractor proves with legally permitted means that despite the foregoing, no agency agreement was formed.
- 4.4 If and insofar Forbo Eurocol Nederland B.V. has in fact during the year referred to in paragraph 3, solely carried out agency activities in the Netherlands, the agency agreement formed in accordance with paragraph 3 shall be of an exclusive nature and shall (in departure from the provisions in paragraph 3) initially have a term of one year, after which the agreement shall be continued for an indefinite period of time unless (one of the) parties has given notice to terminate by registered letter with due observance of the statutory notice period.
- 4.5 If any Agreement as referred to in this article above has been formed as well as in the event the parties have entered into such an Agreement in any other way, Forbo Eurocol Nederland B.V. shall, in the event of the termination of such, other than in the event of an attributable failure on its part, be entitled to a reasonable (goodwill or customer) payment.

5. Amendments and additions

- 5.1 Amendments and additions to any provision in an Agreement and/or the Conditions can only be agreed in writing. Evidence to the contrary against the provision in the preceding sentence is not permitted and this article 5.1 is an agreement as to the burden of proof.
- 5.2 Where an amendment and/or addition as referred to in paragraph 1 has been agreed, this amendment or addition only applies to the relevant Agreement.

6. Prices, VAT, payment and setoff

- 6.1 The prices stated in the Order are fixed and expressed in Euros and are in addition exclusive of turnover tax.
- 6.2 The prices of the Products include the standard packaging and delivery free domicile exempt from import duties. The prices of the Services always include any travel and accommodation costs, as well as any other costs. The prices of all Products and Services also include all the preparatory and other work needed to satisfy all the requirements, descriptions and the Specification set by Forbo Eurocol Nederland B.V..
- 6.3 The Contractor indemnifies Forbo Eurocol Nederland B.V. against any costs and losses which Forbo Eurocol Nederland B.V. might suffer by reason of the fact that:
- (a) the Contractor is not properly registered for turnover tax in a relevant EU Member State; and/or
 - (b) the Contractor provides incorrect or ill-timed information to Forbo Eurocol Nederland B.V. and/or the authorities in the field of turnover tax in a relevant EU Member State.
- 6.4 Payment by Forbo Eurocol Nederland B.V. is not due until there has been a complete and correct execution of the Order and an acceptance in accordance with the provisions in article 14. Forbo Eurocol Nederland B.V. shall then pay the submitted invoice within 45 days from receipt. Every invoice shall refer to the purchase order number and must be submitted to Forbo Eurocol Nederland B.V. or to another entity to be indicated by it at any time, such as a possible central invoicing centre. Every payment obligation of Forbo Eurocol Nederland B.V. lapses if the relevant invoice has not been submitted within one year from delivery of a Product or after the rendering of a Service in accordance with the provision of this paragraph.
- 6.5 In case of unjustified, late payment, the statutory interest of article 6:119 Dutch Civil Code applies.
- 6.6 The Contractor shall not assign his claims against Forbo Eurocol Nederland B.V. to any third party except with the prior written consent of Forbo Eurocol Nederland B.V..

- 6.7 Forbo Eurocol Nederland B.V. is entitled to offset any claim the Contractor has on it with any claim Forbo Eurocol Nederland B.V. might have against the Contractor (irrespective of its basis and whether or not due and payable). If the claims as offset by Forbo Eurocol Nederland B.V. are not yet due and payable, an interest shall apply which is equal to the statutory interest ex article 6:119a Dutch Civil Code over the period from the settlement statement until the due date.
- 6.8 In the event of a postponement of the delivery of ordered Products in accordance with the provisions in article 9, payment is due within the term referred to in paragraph 3 after storage of the ordered Products.
- 6.9 Without prejudice to its other rights, Forbo Eurocol Nederland B.V. is entitled to charge the Contractor the reasonable legal and other costs, costs of legal assistance included, reasonably incurred or to be incurred by Forbo Eurocol Nederland B.V. for the collection of any sum due, or to obtain compliance with any obligation by the Contractor.

7. Contracting out

- 7.1 The Contractor is obliged to carry out the Order himself, unless Forbo Eurocol Nederland B.V. has expressly agreed in writing to contracting out, subcontracting, or purchase from third parties or has issued a written instruction to that end.
- 7.2 The Contractor is fully responsible for any possible contribution by third parties in the execution of the Order as if it were his own performance.
- 7.3 The Contractor indemnifies Forbo Eurocol Nederland B.V. against any possible claims by third parties involved in the execution of the Order.

8. Prompt execution

- 8.1 The agreed term, or any further term set with due observance of article 9, within which the Order has to be carried out is of essential importance to Forbo Eurocol Nederland B.V.. The Contractor is in default by the mere exceeding of the dates agreed with Forbo Eurocol Nederland B.V. on which the performance has to be carried out, without any demand or notice of default being required. Any possible penalty agreed for this event does not prejudice Forbo Eurocol Nederland B.V.'s other rights, including the right to claim specific performance and the right to full compensation from the Contractor, from which compensation the penalty shall not be deducted.
- 8.2 The execution term commences on the date the Contractor has accepted the Order or - if such is later - on the date on which the information, models, materials or resources to be provided by Forbo Eurocol Nederland B.V. as set out in the Order, which the Contractor absolutely needs, of which he notified Forbo Eurocol Nederland B.V., in order to commence with the execution of the Order, are available to the Contractor.

- 8.3 In the event of a not immaterial exceeding of an agreed term, other than as a result of a statement as referred to in article 9, the Contractor is obliged to refund Forbo Eurocol Nederland B.V. any (advance) payments or guarantee sums already received by him under the relevant Agreement without the Contractor being entitled to offset these sums with claims against Forbo Eurocol Nederland B.V. to which he is entitled or to which he alleges he is entitled. In addition, any personal or property law related securities as granted under the Agreement by Forbo Eurocol Nederland B.V. or those provided by third parties for its benefit, shall then lapse by operation of law. The Contractor is obliged to discharge any guarantors for Forbo Eurocol Nederland B.V. from their surety obligation and/or recourse liabilities under the Agreement or ensure they will be discharged from such surety obligation and/or recourse liabilities, such on the forfeiture by the Contractor of a sum equal to the sum to which the guarantor obliged himself or the value of the property law related security granted.

9. Postponement of delivery

- 9.1 Forbo Eurocol Nederland B.V. is entitled, by means of a written statement to the Contractor to this end, to postpone the delivery of ordered Products and/or the rendering of the ordered Services by a period of at most 60 calendar days, unless considering all circumstances of the case postponement would be manifestly unreasonable.
- 9.2 If Forbo Eurocol Nederland B.V. makes use of the right referred to in paragraph 1, the Contractor shall for the benefit of Forbo Eurocol Nederland B.V. store and isolate the Products at a suitable location, insure them and take suitable measures in order to counter loss of quality. Forbo Eurocol Nederland B.V. is then obliged to pay the Contractor a reasonable fee for the costs of such storage, measures and insurance. Article 16.2 applies mutatis mutandis.

10. Execution in accordance with the specification; contract variations

- 10.1 The Contractor is obliged to carry out the Order strictly in accordance with the Specification and in all other respects in accordance with the highest standards.
- 10.2 Forbo Eurocol Nederland B.V. is entitled before or during the execution of the Order, to make amendments to the Specification, or after the execution of the Order, demand extra delivery of Products and/or expansion of the Services.
- 10.3 The Contractor declares, insofar he is technically able to do so, in advance to be prepared to, under the same conditions, execute the amended Order referred to in paragraph 2 and/or deliver the Products and/or Services.
- 10.4 If the performance which the Contractor has to carry out on the basis of the amendment is demonstrably reduced, there is a contract reduction which is eligible for setoff.
- 10.5 If as a result of the amendments referred to in paragraph 2, the performance which the Contractor has to deliver on the basis of the Agreement is demonstrably more onerous or has

expanded, there are contract extras for which the Contractor shall receive payment. Contract extras do not include additional activities which the Contractor could have and should have foreseen when he accepted the Order. If the Contractor believes to be entitled to payment for contract extras, he shall not make a start with the execution of such before he has issued a quotation in respect of the extent of the extra work anticipated due to this amendment and the costs involved in this for Forbo Eurocol Nederland B.V.. The Contractor shall not make a start with the execution of the extra work before he has received express written instructions from Forbo Eurocol Nederland B.V..

- 10.6 In case of contract extras or contract reductions, the date of delivery of the Products or the rendering of Services shall be reset in reasonable consultation.
- 10.7 If no agreement is reached on the price and/or terms for the contract extras and/or contract reductions, this shall be viewed as a dispute as referred to in article 22. Pending the decision on such a dispute, the Contractor is, if so desired by Forbo Eurocol Nederland B.V., for the time being obliged to carry out the Order in accordance with the Specification as amended by Forbo Eurocol Nederland B.V., in which case he is entitled to request Forbo Eurocol Nederland B.V. within two weeks to be allowed to invoice the actual costs resulting from the amendments, which request Forbo Eurocol Nederland B.V. may not refuse or delay on unreasonable grounds.

11. Quality guarantee

- 11.1 The Contractor guarantees the soundness of the Products delivered and/or Services rendered by him. This guarantee, whereby it expressly applies that a reliance on force majeure shall not be permitted in case of guarantee, includes at least that:
- (a) the Products and/or Services are suitable for the purpose for which the Order is placed insofar the Contractor was aware of this purpose or could have been aware of it;
 - (b) the Products are new, of good quality and free from faults as regards design, processing, construction and dimensions and are free from Defects in the used materials and offer the safety (as referred to in article 6:186 Dutch Civil Code) which one may expect from such;
 - (c) the Products are manufactured in accordance with the state of the art;
 - (d) the Products correspond as regards quantity, description, quality and performance, fully to the Specification and with any possible samples, models and drawings;
 - (e) all applicable national and international regulations in respect of the Products, the packaging of such and/or the Services have been strictly observed, whereby it furthermore specifically applies that all standards and requirements of the country where the Products shall be used or put on the market by Forbo or its purchasers are complied with;
 - (f) the Products and/or Services in all other respects meet the requirements which could reasonably be demanded from such; and

- (g) the Products and/or the Services shall not be created or brought about through child labour and that they are always manufactured and packaged or executed in the most environmentally friendly manner possible as permitted by the state of the art technology at the time.
- 11.2 Ordered Products are in any case considered to be faulty in the meaning of the preceding paragraph if Defects arise to such within a year from delivery, unless this is the result of normal wear and tear or can be attributed to the considerable fault of Forbo Eurocol Nederland B.V..
- 11.3 The aforementioned guarantee means, without any limitation to Forbo Eurocol Nederland B.V.'s entitlement to payment for costs, loss and interest, that the Defects arising within a year after delivery shall immediately be fully rectified by the Contractor on demand by Forbo Eurocol Nederland B.V. free of charge, if necessary by means of the replacement of the Products or parts of such, or by the renewed rendering of the Services. Unless this is impossible, the rectification shall be carried out on site.
- 11.4 After rectification of the Defects, a new guarantee period as set out in paragraph 2 shall commence and the Contractor guarantees in respect of the replaced or repaired Products the soundness as set out in paragraph 1.
- 11.5 If required for the safety of humans and/or the progress of the work, Forbo Eurocol Nederland B.V. is entitled to carry out temporary repairs, or to have them carried out, for the account of the Contractor. The Contractor is entitled not to pay Forbo Eurocol Nederland B.V.'s costs if he demonstrates that he had not been notified on time of the relevant Defects and that he, had he been notified on time, would have rectified the Defects at least as quickly.

12. Inspection before delivery

- 12.1 Forbo Eurocol Nederland B.V. is at all times entitled to view or test the ordered Products before delivery during processing, manufacturing or storage, or to have such done. The Contractor shall enable Forbo Eurocol Nederland B.V., or the expert to be appointed by Forbo Eurocol Nederland B.V., to do this without any restriction and offer the necessary facilities and assistance to this end. Inspection by Forbo Eurocol Nederland B.V. does not mean that any expiry date as referred to in articles 6:89 and 7:23 Dutch Civil Code then is going to run for Forbo Eurocol Nederland B.V..
- 12.2 Forbo Eurocol Nederland B.V. shall notify the Contractor in a timely manner of the tests to be carried out by Forbo Eurocol Nederland B.V.. The Contractor is entitled to attend these tests or have an expert to be appointed by him attend such tests.
- 12.3 Irrespective of whether or not Forbo Eurocol Nederland B.V. has made use of its rights pursuant to the provision in the two preceding paragraphs of this article, irrespective of the outcome of the inspections and tests referred to there and irrespective of what Forbo Eurocol

Nederland B.V. communicates to the Contractor in respect of such, the Contractor himself remains fully responsible for the correct execution of the Order.

13. Delivery free domicile

- 13.1 Ordered Products shall be delivered free domicile at the place of destination as indicated by Forbo Eurocol Nederland B.V.. The Contractor is obliged to ensure there is proper packaging in accordance with all applicable regulations, as well as for the safety, insurance and adequate transport. Deliveries of ordered Products in consignments are only permitted if it has been expressly stated in the Order.
- 13.2 Each delivery shall be accompanied by specified documents which refer to Forbo Eurocol Nederland B.V.'s purchase order number. This purchase order number, as well as any other markings specified by Forbo Eurocol Nederland B.V., must also be sufficiently clear and visibly affixed to the packaging.
- 13.3 The delivery is fully at the risk of the Contractor, even if in the execution of any delivery act he makes use of personnel of Forbo Eurocol Nederland B.V. (the latter subject to any intentional act or gross negligence by Forbo Eurocol Nederland B.V. or the persons belonging to its management).

14. Inspection, rectification and expiry periods

- 14.1 Forbo Eurocol Nederland B.V. shall inspect the ordered Products or Services within a reasonable term after delivery or performance.
- 14.2 Acceptance has no further meaning than that in Forbo Eurocol Nederland B.V.'s provisional view, the external condition of the Products or the visible execution or the visible result of the Services corresponds with the Order. In particular the acceptance does not preclude any later reliance by Forbo Eurocol Nederland B.V. on the non-observance by the Contractor of his guarantee obligation referred to in article 11 or of any other obligation towards Forbo Eurocol Nederland B.V..
- 14.3 The expiry periods as referred to in articles 6:89 and 7:23 Dutch Civil Code are, in departure from those provisions, one year from delivery of a Product or from rendering a Service.
- 14.4 If Forbo Eurocol Nederland B.V. rejects the Products and/or Services or if afterwards in the reasonable opinion of Forbo Eurocol Nederland B.V. it should after all become clear that they do not meet the requirements to be demanded from it pursuant to this Agreement and Order, Forbo Eurocol Nederland B.V. can without prejudice to its other rights, provide the Contractor the opportunity, on demand, to remedy and/or rectify the apparent failures and/or Defects for the Contractor's risk and expense. Additional costs such as those for disassembly, transport and reassembly shall also be for the account of the Contractor. After mutual consultation, Forbo Eurocol Nederland B.V. determines in all reasonableness in which way and within what term

the remedying and/or rectification of the Defects and/or failures needs to take place. The repair works shall at the reasonable option of Forbo Eurocol Nederland B.V. be carried out at either the place of delivery or elsewhere.

- 14.5 If replacement or improvement of the Products and/or Services as referred to in article 14.3 is in the reasonable opinion of Forbo Eurocol Nederland B.V. not possible or the Contractor does not adhere to the request referred to in 14.3 within the term set by Forbo Eurocol Nederland B.V., the Contractor is obliged to refund each of the sums received from Forbo Eurocol Nederland B.V. without the Contractor being entitled to offset these sums with claims to which he is entitled or with alleged claims against Forbo Eurocol Nederland B.V.. Forbo Eurocol Nederland B.V. is then entitled to do, or not to do, all that which is necessary and to charge the Contractor for the associated costs, which includes the extra expenses which Forbo Eurocol Nederland B.V. reasonably incurs in acquiring the replacement Products and/or Services.

15. Transfer of ownership and risk; right of retention

- 15.1 Forbo Eurocol Nederland B.V. acquires the ownership of the ordered Products the moment they have been delivered to it or so much earlier as the transfer of title takes place (in any other way). The Contractor bears the risk of damage or loss of the ordered Products until the acceptance of such in accordance with the provisions in article 14.
- 15.2 In departure from the provisions in paragraph 1, Forbo Eurocol Nederland B.V. acquires the ownership of the ordered Products in the case referred to in article 9.2, the moment they are stored for its benefit.
- 15.3 If in departure from the provisions in article 6.3, full or partial payment for not yet finished Products has been agreed at an earlier time than stated, Forbo Eurocol Nederland B.V. acquires pursuant to the advance payment made, without any further act of transfer being required, the ownership of all Products, materials, raw materials, semi-finished products which the Contractor uses for the execution of the Order or designates for such. The Contractor is obliged to acquire the Products, materials, raw materials or semi-finished products referred to free from any third party charges and rights and isolate them for the benefit of Forbo Eurocol Nederland B.V..
- 15.4 After a transfer of ownership pursuant to paragraph 2 or 3, the provisions in the last sentence of paragraph 1 remain in full force.
- 15.5 The Contractor has no right of retention or right of suspension in respect of the ordered Products.

16. Goods made available by Forbo Eurocol Nederland B.V.

- 16.1 Forbo Eurocol Nederland B.V. remains the owner of all goods ("Goods") which it makes available to the Contractor in connection with the Order (including models, stamps, drawings, tools or other aids). The Contractor shall, except with the written permission of Forbo Eurocol

Nederland B.V. to this end, refrain from acting or omitting to act in respect of the Goods in such a manner that Forbo Eurocol Nederland B.V. loses the ownership of those as a result of conversion [*“zaaksvorming”*], accession [*“natrekking”*], confusion of property [*“vermenging”*] or irrespective of any other manner whatsoever. The Contractor also guarantees that the Goods shall not be charged or encumbered with third party rights.

- 16.2 The Contractor has no right of retention or right of suspension in respect of the Goods.
- 16.3 The Contractor shall for its own account insure the Goods in favour of Forbo Eurocol Nederland B.V. on the usual conditions against any losses which are the result of the total or partial loss or damage irrespective of the cause. Forbo Eurocol Nederland B.V. is entitled to demand inspection of the relevant policy or policies in which Forbo Eurocol Nederland B.V. has to be named as co-insured.
- 16.4 Forbo Eurocol Nederland B.V. retains all its intellectual property rights (comparable rights such as know-how included) to the Goods. The Contractor acquires a strictly personal, non-transferable and non-exclusive licence to use the Goods for the duration of the Agreement as meant in this article and on the condition subsequent of non full compliance with all statutory and contractual obligations which the Contractor has to observe in respect of Forbo Eurocol Nederland B.V..
- 16.5 The Contractor shall return the Goods to Forbo Eurocol Nederland B.V. in good condition, unless Forbo Eurocol Nederland B.V. gives him different instructions. The Contractor shall use the Goods totally at his own risk; Forbo Eurocol Nederland B.V. is, except for an intentional act or gross negligence by Forbo Eurocol Nederland B.V. or its management, not liable for any possible adverse effects of the use of the Goods for the Contractor or third parties. The Contractor shall not use the Goods for, nor shall he give authorisation or allow that they are used by third parties or used in connection with, any other purpose than the correct execution of the Order.

17. Liability, force majeure and indemnity

- 17.1 The Contractor carries out the Order fully at its own risk. Any loss, both direct and indirect and including any possible loss due to lost profits, which might be suffered by Forbo Eurocol Nederland B.V. or a third party as a consequence of, or in connection with, the execution of the Order shall be compensated by the Contractor, irrespective of whether such loss is caused by the Contractor himself, his personnel or by other persons engaged by the Contractor in the execution of the Order.
- 17.2 Except in the event of a non-attributable failure ("force majeure"), the Contractor is fully liable for any loss which might be suffered by Forbo Eurocol Nederland B.V. or third parties as a result of any Defects in the delivered Products and/or rendered Services.

- 17.3 Force majeure shall in any case not include: failure to comply with a guarantee, lack of personnel, strikes, illness of personnel, delayed supplies and/or unsuitability of materials, raw materials or semi-finished products or services, attributable failures or wrongful acts by suppliers or by the third parties engaged by the Contractor and/or liquidity or solvency problems on the part of the Contractor.
- 17.4 The provisions of paragraph 1 and 2 of this article apply also as a stipulation for the benefit of aggrieved third parties as referred to there. The Contractor shall indemnify Forbo Eurocol Nederland B.V. against any claims which those third parties might assert against Forbo Eurocol Nederland B.V..
- 17.5 The Contractor is adequately insured and shall keep himself adequately insured against statutory and professional liability. The Contractor undertakes - immediately after having been held liable by Forbo Eurocol Nederland B.V. - to assign on demand all claims in respect of insurance proceeds payment(s) to Forbo Eurocol Nederland B.V..

18. Termination

- 18.1 If the Contractor does not execute the Order properly or a term for the execution of the Order is exceeded, or if it cannot in all reasonableness be assumed that the Contractor shall execute the Order properly and on time, Forbo Eurocol Nederland B.V. is, without prejudice to its other rights, entitled to terminate the Agreement wholly or in part by simple notification to the Contractor without any further notice of default being required.
- 18.2 In the event of a (provisional) moratorium, bankruptcy, cessation or liquidation of the business of the Contractor or (if it concerns a natural person) on his death or in the event of a legal merger of the Contractor, or if a substantial part of the control at the Contractor changes hands, the Agreement and any related Agreements shall terminate by operation of law unless Forbo Eurocol Nederland B.V., within a reasonable time after the relevant fact has come to its notice, let it be known to want to maintain the Agreement(s) wholly or in part. Forbo Eurocol Nederland B.V. is also entitled (without prior notice of default being required) to suspend all its possible obligations towards the Contractor on the basis of other Agreements or on any basis whatsoever.
- 18.3 All claims which Forbo Eurocol Nederland B.V. might have, or acquire, against the Contractor in the case referred to in paragraph 2, shall be immediately due and payable in full.
- 18.4 The facts and events which (could) result in termination and actually lead to such, all this as referred to in paragraph 1 and 2 of this article, also apply in accordance with article 3:84 (4) Dutch Civil Code as condition(s) subsequent for the relevant Agreements.
- 18.5 By reason of a termination or the occurrence of the condition subsequent, Forbo Eurocol Nederland B.V. is entitled to reclaim all the payments made to the Contractor as being undue. To the extent at the time of the termination anything already performed by the Contractor

cannot be returned and otherwise satisfies the Order, the Contractor is entitled to a payment on the basis of the value, to be reasonably determined, the performance has for Forbo Eurocol Nederland B.V., to be offset with that which Forbo Eurocol Nederland B.V. can claim from the Contractor relating to the failure and/or the termination. To the extent a return is possible, Forbo Eurocol Nederland B.V. is entitled at its discretion to either keep the performance, on payment as referred to above, or to return it to the Contractor at his risk and expense, without prejudice to any possible exercise of the rights referred to in article 14.3.

- 18.6 If Forbo Eurocol Nederland B.V. is the owner of Products which it wants to return in accordance with the provisions of paragraph 4, it also retains, after the termination of the agreement pursuant to which it acquired those Products, the ownership of such within the restrictions of article 3:92 (2) Dutch Civil Code as security for the payment of all that it might be able to claim from the Contractor. If Forbo Eurocol Nederland B.V. is not the owner of the Products, Forbo Eurocol Nederland B.V. shall by the mere fact of the termination, acquire a right of pledge on such to provide the same security.
- 18.7 A termination as referred to in paragraph 1, 2 or 4 shall not result in the rights of Forbo Eurocol Nederland B.V. as set out in articles 6.4, 6.5, 6.7, 8.3, 16, 17.2, 17.3, 18, 19, 20 and 22 ending.

19. Intellectual property

- 19.1 The Contractor grants Forbo Eurocol Nederland B.V. a non-exclusive and transferable licence to any of his possible intellectual property rights to the Products and/or Services, including but not limited to rights in respect of patents, (utility) models, trademarks and know-how. Pursuant to this licence Forbo Eurocol Nederland B.V. has the right to use the Products, or have them used, (including changing, treating, processing and repairing, or to have such done) and Forbo Eurocol Nederland B.V. has in addition the authority to deliver, or provide the use of, the Products to third parties, whether or not as a constituent part of other goods. The fee for this licence is included in the price. If under any legal system the creation and/or execution of these (licence)rights, requires further (legal) acts, the Contractor shall notify Forbo Eurocol Nederland B.V. of such and each time render Forbo Eurocol Nederland B.V. all the necessary cooperation.
- 19.2 Any intellectual property rights in respect of the results of Services are vested in Forbo Eurocol Nederland B.V.. If under any relevant legal system the creation and/or execution of such requires any further (legal) acts, the Contractor shall notify Forbo Eurocol Nederland B.V. of such and each time render Forbo Eurocol Nederland B.V. all the necessary cooperation.
- 19.3 The Contractor guarantees that the Products and/or the Services do not infringe the intellectual property rights of Forbo Eurocol Nederland B.V. or third parties and indemnifies Forbo Eurocol Nederland B.V. and its customers in respect of such infringement, comparable claims in respect of know-how, unlawful competition and such like included.

- 19.4 If an action by reason of the infringement of such rights has been commenced or if the possibility for this exists, the Contractor shall, without prejudice to the rights of Forbo Eurocol Nederland B.V., including its right to terminate the Agreement, at his expense:
- (a) acquire the right to continue the use of (the relevant part of) the Products and the results of the Services by Forbo Eurocol Nederland B.V.;
 - (b) or replace and/or adjust (the relevant part of) the Products and/or the results of the Services;
 - (c) or take back (the relevant part of) the Products and/or the results of the Services on payment of costs, losses and interest.
 - (d) Change and/or replacement may not result in Forbo Eurocol Nederland B.V. being restricted in the possibilities for use of the Products or the results of the Services.
- 19.5 The Contractor undertakes, at his expense, to take all measures that can contribute to the prevention of stagnation at Forbo Eurocol Nederland B.V. and to limit the extra costs to be incurred and/or loss to be suffered by Forbo Eurocol Nederland B.V..

20. Confidentiality

- 20.1 The Contractor, his personnel and any third party engaged by him are under a duty of strict confidentiality in respect of all information regarding the business of Forbo Eurocol Nederland B.V. which they might acquire in connection with the Order and/or the Agreement or the execution of such, which includes the nature, reason and the result of the work carried out by him.

21. Exercising the right to suspension, termination, setoff and avoidance by Forbo Eurocol Nederland B.V.

- 21.1 If on the basis of the circumstances which were and should have been known to it at the time Forbo Eurocol Nederland B.V. is in all reasonableness of the view that it is able to legally exercise a right of suspension, termination, setoff and/or avoidance, Forbo Eurocol Nederland B.V. is not obliged to pay the statutory interest should it later be established that it has not exercised the right(s) referred to in a legally valid manner.

22. Applicable law, competent court and miscellanea

- 22.1 These Conditions, as well as any Orders and agreements and any disputes arising from those, are governed by Dutch law. In respect of the agreements as referred to in article 6:247 (2) Dutch Civil Code it is however expressly stipulated that section 3, title 5 of Book 6 Dutch Civil Code does not apply.

- 22.2 Third parties do not become a party to any Agreement between Forbo Eurocol Nederland B.V. and the Contractor on the basis of an implicit or explicit third-party clause in these Conditions or the Agreement. Article 6:254(1) Dutch Civil Code does not apply therefore.
- 22.3 The applicability of the Vienna Sales Convention 1980 (CISG) is expressly excluded.
- 22.4 If these Conditions apply to an international relationship with the Contractor, the Contractor shall always immediately notify Forbo Eurocol Nederland B.V. of any provisions in these Conditions which are not enforceable in the country of the Contractor. Provided approved in advance by Forbo Eurocol Nederland B.V., Forbo Eurocol Nederland B.V. shall in that case bear the reasonable costs of any possible required external legal research. The Contractor shall, insofar he fails to comply with the provision in the first sentence of this paragraph, not rely, at law or otherwise, on the possible non-enforceability of such provisions and indemnify Forbo Eurocol Nederland B.V. against any loss which might arise unless Forbo Eurocol Nederland B.V. has refused to pay the reasonable costs as referred to above.
- 22.5 The Contractor shall, pursuant to the provisions in article 11.1(g), always structure his business operations on the basis of principles of corporate social responsibility. The Contractor shall in any case remunerate his employees in accordance with that which may be expected from a reasonably acting business in a comparable position and the Contractor shall in its recruitment policy and the treatment of his personnel not discriminate on the basis of gender, race, sexual orientation or ethnic diversity. In addition, the Contractor shall never pay bribes in any form whatsoever and the Contractor indemnifies Forbo Eurocol Nederland B.V. against any possible consequences of such.
- 22.6 Insofar not otherwise prescribed as mandatory by applicable national or international rules of law, any dispute between the parties shall in first instance be exclusively submitted to the competent court in Amsterdam, without prejudice to Forbo Eurocol Nederland B.V.'s right to submit the dispute to a court otherwise competent on the basis of national or international rules of law.

B. PROVISIONS IN CONNECTION WITH CONTRACTING WORK

This section contains specific provisions for the contract work to be carried out by the Contractor on instruction of Forbo Eurocol Nederland B.V.. Insofar they conflict, the provisions in this section have priority over the other provisions in these Conditions.

23. Start of the work

- 23.1 Without prejudice to the provisions in article 3, the Contractor who commences with the work without having received a written, not without obligation, instruction from Forbo Eurocol Nederland B.V., does so at his own expense and risk. In that connection Forbo Eurocol

Nederland B.V. shall not be liable for any compensation and is entitled to claim that the Contractor restores everything back to its original state.

- 23.2 The Contractor shall (before accepting the Order, or before the start of the activities) acquaint himself sufficiently with the objectives of Forbo Eurocol Nederland B.V. as regards the Work and with the organisation of Forbo Eurocol Nederland B.V. relevant in this respect.
- 23.3 In the event of (alleged) errors in, or contradictions between the parts of the Agreement, the Contractor shall, before commencing with the performance of such, consult Forbo Eurocol Nederland B.V..

24. Notification and non-awarding

- 24.1 Except where it is established that mandatory notification of intended quotes or offers/bids to price regulating bodies with which the Contractor is registered is not contrary to competition law, the Contractor shall not make such notification.
- 24.2 If the Work is not awarded, any relevant drawings and documents provided by or on behalf of Forbo Eurocol Nederland B.V. shall immediately after notification of non-awarding be returned to Forbo Eurocol Nederland B.V..

25. Implementation schedule; reporting

- 25.1 If Forbo Eurocol Nederland B.V. so requires, the Contractor submits to it an implementation schedule including inter alia, the dates of commencement and completion of the successive parts of the Work and the workforce deployed. After approval by Forbo Eurocol Nederland B.V., this implementation schedule forms part of the Agreement.
- 25.2 The Contractor shall report to Forbo Eurocol Nederland B.V. on a regular basis and as desired by Forbo Eurocol Nederland B.V.. In these reports, Forbo Eurocol Nederland B.V. is kept up to date on the current state and progress of the Work and all aspects associated with this.

26. Supervision and monitoring

- 26.1 The daily management and the supervision of the execution of the Work rest with the Contractor. The number of authorised and expert supervising officers made available to this end by the Contractor has to correspond with the size and complexity of the Work, the Specification as well as with the other reasonable requirements set by Forbo Eurocol Nederland B.V. in this respect.
- 26.2 Forbo Eurocol Nederland B.V. can require of the Contractor that he replaces persons involved in the execution of the Work if Forbo Eurocol Nederland B.V. should, for whatever reason, consider this to be reasonably necessary.

- 26.3 Forbo Eurocol Nederland B.V. is entitled to monitor the observance of the Agreement, or to have this done. The monitoring by Forbo Eurocol Nederland B.V. does not relieve the Contractor, wholly or in part, from any responsibility and/or liability.

27. Completion

- 27.1 Unless otherwise provided in the Agreement, the completion (“Completion”) is deemed to have taken place when Forbo Eurocol Nederland B.V. has agreed the executed Work. The agreement of Forbo Eurocol Nederland B.V. can only be evidenced by means of a written Completion statement unless Forbo Eurocol Nederland B.V. has expressly stated in writing to depart from such for a certain Agreement or kind of Agreements.
- 27.2 Until Completion, the Work remains at the risk of the Contractor. Until Completion the Contractor is, if the Work is lost or damaged due to whatever reason, obliged to bear the costs of replacement or repair.
- 27.3 If a general performance or final test has been agreed in the Agreement, Completion has taken place when Forbo Eurocol Nederland B.V. notifies the Contractor in writing that the requirements have been met.
- 27.4 Forbo Eurocol Nederland B.V. is entitled to put the Work into use before it is completed, or to have this done, or a part of such whether or not completed. If due to this taking into use, more is required from the Contractor than can reasonably be demanded from him, the consequences of such shall be resolved by the parties in all reasonableness. The Work or the particular part respectively, is not considered as having been completed due to the taking into use as meant in this paragraph.

28. Maintenance obligations

- 28.1 The Contractor has a maintenance obligation towards Forbo Eurocol Nederland B.V.. This maintenance obligation means that the Contractor is, at his own risk and expense, for the term of a year counting from the day of the Completion of the Work, obliged in respect of inadequacies brought to his attention, to make the necessary improvements, repairs or renovations or carry out the necessary additional work with accompanying materials as a result of such inadequacies.
- 28.2 An equal maintenance obligation as referred to in paragraph 1 rests on the Contractor owing to those inadequacies which could not reasonably have been detected by Forbo Eurocol Nederland B.V. during the term referred to in paragraph 1 and which, during a reasonable term after detection, are brought to the attention of the Contractor by Forbo Eurocol Nederland B.V..

29. Materials

- 29.1 Unless otherwise provided in the Agreement, all required materials are purchased by the Contractor for his own account and transported to the destined place. By the mere fact of the arrival of the materials at the site of Forbo Eurocol Nederland B.V., the Contractor transfers the ownership of such to Forbo Eurocol Nederland B.V..
- 29.2 If, in departure from the provisions in paragraph 1, the Agreement provides that the materials are not going to be purchased by the Contractor but by Forbo Eurocol Nederland B.V., the Contractor is entitled that such quantities are made available as are reasonably required for the execution of the Work. The Contractor guarantees that use of the materials made available to him by Forbo Eurocol Nederland B.V. shall be as economical as is possible, the materials remain the property of Forbo Eurocol Nederland B.V.. Remnants of materials made available by Forbo Eurocol Nederland B.V. are again made available to Forbo Eurocol Nederland B.V. by the Contractor.
- 29.3 If, before or during the execution of the Work, it appears that the quantity or quality of the materials made available by Forbo Eurocol Nederland B.V. is insufficient for the execution of the Work, this must be notified to Forbo Eurocol Nederland B.V. in good time. If the Contractor fails in this respect, any possible stagnation in the execution of the Work is then for the account of the Contractor and this stagnation is not viewed as a non-attributable failure for the Contractor. If a shortage in materials is the result of the careless use of such by the Contractor, his personnel or third parties engaged by him, the costs of supplementation of such are for his account.
- 29.4 The materials to be delivered by the Contractor shall satisfy the reasonable requirements set by Forbo Eurocol Nederland B.V. and correspond with the Specification. Inspection by or on behalf of Forbo Eurocol Nederland B.V. of the materials to be delivered by the Contractor does not relieve the Contractor from any responsibility and/or liability arising from the use of such in the Work.
- 29.5 Without prejudice to the provisions of the other paragraphs of this article, the materials supplied on the part of the Contractor and the materials made available to him by Forbo Eurocol Nederland B.V. are, irrespective of whether or not the materials have already been processed in the Work, until Completion of the Work, at the risk of the Contractor. In the event of the loss of, or damage to, such through whatever cause, the Contractor is obliged to bear the costs of replacement or repair.

30. Tools and equipment

- 30.1 Unless otherwise provided for in the Agreement, the Contractor is responsible for all the tools and equipment required for the Work. If the Agreement provides that Forbo Eurocol Nederland B.V. is to make tools available to the Contractor, they are requested by the Contractor from Forbo Eurocol Nederland B.V. on time for the agreed duration in accordance with regulations to

be set by Forbo Eurocol Nederland B.V. and provided on loan by Forbo Eurocol Nederland B.V. to the Contractor. Except for any earlier termination of the loan, always permitted to Forbo Eurocol Nederland B.V., they shall be returned to Forbo Eurocol Nederland B.V. on the Completion of the Work. The Contractor shall be deemed to have received the tools made available by Forbo Eurocol Nederland B.V. in good condition, unless the Contractor, on inspection to be carried out immediately, notifies Forbo Eurocol Nederland B.V. of any possible Defects in writing. The return takes place in accordance with instructions to be set by Forbo Eurocol Nederland B.V.. On termination of the loan in the interim, Forbo Eurocol Nederland B.V. is not liable to pay compensation or extra costs in any form whatsoever.

- 30.2 The tools and equipment of the Contractor shall only be used in accordance with the applicable statutory provisions and in accordance with any additional reasonable requirements to be set by Forbo Eurocol Nederland B.V.. If those requirements are not met or in doubtful cases, Forbo Eurocol Nederland B.V. is entitled to forbid the use of such and the Contractor is obliged to remove the relevant tools or equipment and to replace them as soon as possible with tools or equipment respectively which do meet those requirements. Any possible resulting stagnation in the execution of the Work is for the account of the Contractor. Inspection of the tools and equipment by Forbo Eurocol Nederland B.V. does not relieve the Contractor from any responsibility and/or liability arising from the use of such.
- 30.3 Except in the case of an intentional act or gross negligence by Forbo Eurocol Nederland B.V. or its management, Forbo Eurocol Nederland B.V. is not liable for any possible defects in equipment or tools made available by it or for loss which arises due to the use of such by the Contractor.

31. Working conditions and safety

- 31.1 The Contractor is responsible for the working conditions and safety at work. The Contractor has to comply with all applicable statutory regulations, Health and Safety Inspectorate regulations and local applicable safety regulations.
- 31.2 The Contractor shall on a regular basis, depending on the project, conduct a safety inspection at the Work. The results of these inspections shall be submitted in a report to Forbo Eurocol Nederland B.V..
- 31.3 The Contractor shall on a regular basis, depending on the project, participate in safety meetings concerning the Work.
- 31.4 Personnel of the Contractor, personnel of his subcontractors or third parties otherwise engaged by him who, in the reasonable opinion of Forbo Eurocol Nederland B.V., conduct themselves in an unsafe manner shall, on demand by Forbo Eurocol Nederland B.V., be removed from the Work. The Contractor shall immediately provide for their replacement.

32. Laws and regulations

- 32.1 If the Contractor is a subcontractor of Forbo Eurocol Nederland B.V., he is deemed to be aware of all statutory and other – also contractual – regulations, conditions and provisions with which Forbo Eurocol Nederland B.V., pursuant to an agreement for services in respect of the execution of the Work, of which the Work described in the Agreement forms a part, has to comply and has to observe.
- 32.2 The Contractor, his personnel and the third parties engaged by him are obliged to comply with and observe all regulations, conditions and provisions, including those referred to above, insofar relating to the Work to be carried out by him.
- 32.3 The Contractor undertakes towards Forbo Eurocol Nederland B.V. to promptly adhere to his statutory obligation to pay social insurance contributions and wage tax relating to the Work assigned to him and in addition to strictly observe the applicable CAO provisions [*collective bargaining agreement*].

33. Vicarious tax liability

- 33.1 The Contractor shall keep such records that the actual wage costs (prefab, assembly, overhead and any possible contracting out to which the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act applies) can be determined for each project. Forbo Eurocol Nederland B.V. is at all times entitled to inspect these records (or to have them inspected).

34. Right to intervene in the Work

- 34.1 If, in the view of Forbo Eurocol Nederland B.V., the Work progresses in such a manner that it can be reasonably expected that the term for the realisation of the Work or parts of the Work as determined in the Agreement shall be exceeded or if the Contractor, in the reasonable opinion of Forbo Eurocol Nederland B.V., does not execute or has not executed the Work in accordance with the provisions of the Agreement and/or to a high standard, Forbo Eurocol Nederland B.V. shall notify the Contractor of this in writing.
- 34.2 If the Contractor shall not within two weeks from receipt of a notification as referred to in paragraph 1, take such measures, whilst notifying such to Forbo Eurocol Nederland B.V., that in the reasonable opinion of Forbo Eurocol Nederland B.V. the delay shall be undone in the near future or the above referred to provisions and/or requirements shall be met respectively, the Contractor is deemed to be in default.
- 34.3 If the Contractor is in default in the meaning of paragraph 2, Forbo Eurocol Nederland B.V. is entitled, without any further notice of default or judicial intervention being required, to intervene in the Work in order to speed up the Work or improve it respectively, either by means of its own personnel or by third parties instructed by it to this end. Forbo Eurocol Nederland

B.V. shall notify the Contractor of this intervention immediately. The Contractor shall then render Forbo Eurocol Nederland B.V. and any third party it has engaged in the Work, the desired cooperation including the right, if desired, to make use of the Contractor's materials, tools, equipment etc. The costs of such intervention, which are immediately due and payable, shall be for the account of the Contractor. The costs include a reasonable payment for overheads of and supervision by Forbo Eurocol Nederland B.V..

35. Termination of the Agreement

35.1 In the case referred to in article 34.2, Forbo Eurocol Nederland B.V. shall also be entitled, at its discretion, to terminate the agreement wholly or in part without any notice of default being required. This termination can also occur after Forbo Eurocol Nederland B.V. had initially attempted via an intervention in the Work as referred to in article 34.3, to speed up the Work or improve it respectively. The termination by Forbo Eurocol Nederland B.V. as referred to above shall be in writing.

36. Transfer of the Work on termination of the Agreement

36.1 If the Agreement has been terminated on the basis of one of the grounds of article 35 or 18.2, and if the part of the Work executed up to that point has been carried out in such a manner that, building on the carried out part, the Work can be completed in a technically and economically responsible manner, whether or not after changing, in accordance with the provisions of the Agreement, Forbo Eurocol Nederland B.V. shall pay the Contractor the costs incurred by him up to the moment of termination on the basis of the cost price, insofar they follow from the reasonable execution of the Work. If a contract price has been stipulated in the Agreement, the costs so determined shall not exceed the part of the contract price calculated on a proportional basis. When determining the payment any possible reasonable costs of change to be incurred as referred to, shall be deducted from such. Forbo Eurocol Nederland B.V. is entitled to provisionally deduct the costs of change as referred to in accordance with an estimated amount, for further settlement with the actual costs of the change.

36.2 Forbo Eurocol Nederland B.V. shall, in the event referred to in paragraph 1, be entitled to complete the Work or to have third parties complete such on instruction. The Contractor shall then render Forbo Eurocol Nederland B.V. and the third parties engaged by it in the Work all the desired cooperation including the right, if desired, to make use of the Contractor's materials, tools and equipment. Insofar the costs incurred by the cooperation referred to are not included in payment referred to in paragraph 1, the cost price shall be reimbursed to the Contractor. Insofar the payments made by Forbo Eurocol Nederland B.V. to the Contractor by reason of the Agreement exceed the payment referred to in this article, the surplus shall become immediately due and payable on termination of the Agreement and shall be refunded by the Contractor to Forbo Eurocol Nederland B.V..

37. Refusal of the Work on termination of the Agreement

- 37.1 If the Agreement has terminated on the basis of one of the grounds of article 35 or article 18(2), and if the part of the Work executed up to that point has been carried out in such a manner that, building on the carried out part, the Work cannot be reasonably expected to be completed in a technically and economically responsible manner, whether or not after changing, in accordance with the provisions of the Agreement, Forbo Eurocol Nederland B.V. is entitled to refuse the Work and instruct the Contractor to remove the Work for the account of the Contractor as soon as possible.
- 37.2 On refusal as referred to in paragraph 1, Forbo Eurocol Nederland B.V. shall not be liable in any way whatsoever for any kind of compensation and any payments already made by Forbo Eurocol Nederland B.V. to the Contractor by reason of the Agreement shall become immediately due and payable and be refunded by the Contractor to Forbo Eurocol Nederland B.V..

38. Payment

- 38.1 Unless otherwise agreed and without prejudice to the other provisions of article 6, the full contract price shall be invoiced on Completion of the Work.

These Standard Terms and Conditions were filed with the Chamber of Commerce in Zaandam on 24-12-2010 under number 35000233 and shall be sent to the Contractor on request free of charge.