



GENERAL CONDITIONS FOR THE EXECUTION OF ERW SURVEY AND CLEARANCE

FROM:

Riel Explosive Advice & Services Europe B.V.

t.a. REASeuro

Alphenseweg 4a

5133 NE Riel

established at and having headquarters at Riel, the Netherlands

Hereafter referred to as: Contractor

Article 1. Definitions

1.1 Under these general conditions the following is understood:

Contractor:	Riel Explosive Advice & Services Europe B.V.
Contract:	A written, verbal and/or silent agreement between the Client and Contractor with the intention of establishing a working agreement to perform an ERW survey and clearance.
Client:	The counterpart of the Contractor.
ERW survey and clearance:	Search for and rendering safe of Explosive Remnants of War (ERW).
Result:	The conclusion from the completion of the survey and clearance activities.
Effort:	The amount of exertion expended for a specified purpose.

Article 2. Applicability of these conditions

- 2.1 These conditions apply to each presentation and each agreement between the Contractor and a Client upon which the Contractor has declared these conditions to be applicable. In, as far as matters are not regulated as 'casu quo' under these conditions, Dutch legislation will apply.
- 2.2 The conditions in question also apply to all agreements with the Contractor where third parties have been contracted to complete procedures.
- 2.3 The Client declares that, by signing the Contract, these conditions will apply to the Contract issued by the Client, including future instructions that bear relation to the Contract whether given silently or explicitly, above all other general conditions; including the own general conditions.

Article 3. Implementation of the agreement

- 3.1 The Contractor will perform his duties to the best of his knowledge and ability and according to the requirements of professional excellence and according to the latest known technical and scientific methods.
- 3.2 The Contractor will accept the Contract only as an undertaking of effort and not of result. The Client will and cannot make any charge or claims against the Contractor, should they base their charge on the results.



- 3.3 The Contractor will have the right to allow a third party to undertake certain activities if and when an efficient conclusion of the project should necessitate such a decision. This decision will be taken by the Contractor.
- 3.4 The Client will be responsible to provide the Contractor with all the information that may be deemed necessary for the execution of the agreement.
The Client will be responsible for the accuracy and comprehensiveness of the provided information. It is required that the provided information must be signed on behalf of the Client by himself or a qualified member of his staff. Should the necessary information for the execution of the agreement not be presented to the Contractor on time, or if the Contractor should have reasonable doubt as to the accuracy and comprehensiveness of this information, the Contractor will have the right to suspend the execution of the agreement and/or to claim additional costs arising from the delay according to the normal tariffs from the Client.
- 3.5 The Contractor will not be held liable for damage of whatever nature due to the providing of incorrect and /or incomplete information, unless this incorrectness or incompleteness was supposed to be known by the Contractor.
- 3.6 If the parties have agreed that in terms of the agreement, the ERW survey and/or clearance will be done in sub-phases, the Contractor may suspend the execution of the sections that form part of a next sub-phase until the Client has approved the report of the preceding sub-phase in writing.
- 3.7 The Contractor will never take possession of any found items. The Client and/or owner of the terrain, remains the owner of the found items, in particular of found ERW, during and after the execution of the Contract and will also be the (legal) entity/body responsible for such cases in terms of the local law.
- 3.8 By accepting the Contract, the Contractor will never take over the responsibility of the authorities that are responsible for local public order and safety. Contracts will only be taken up after the authorities responsible for local public order and safety have given their permission regarding the execution of the Contract.

Article 4. Project Deadline

- 4.1 The deadline for the execution of the Contract will be determined to best ability of the Contractor but can only have an indicative value.

Article 5. Amendment of the agreement

- 5.1 Should it be necessary to amend or supplement the operations to ensure the efficient running of the project, all parties must mutually and in good time amend the contract accordingly.
- 5.2 Should the parties agree that the Contract needs to be amended or supplemented, the deadline for the conclusion of the Contract may be influenced? The Contractor will inform the Client of such details as soon as possible.
- 5.3 Should the amendment or supplement have financial or qualitative implications, the Contractor will inform the Client beforehand.



- 5.4 If a fixed honorarium was agreed on, the Contractor must indicate to which degree the amendment or addition will exceed the honorarium.
- 5.5 Should there be any deviation as mentioned under sub-article 5.3, the Contractor will be unable to add additional costs if it can be proved without any doubt that the amendment or addition is the cause of circumstances for which Contractor is to blame.

Article 6. Shortcomings; deadlines for complaints

- 6.1 Complaints regarding a completed Contract must be presented by the Client within 8 days after discovery or within 14 days after the Client has received a written report on a sub-phase from the Contractor, as stated under sub-article 3.6.
- 6.2 If a complaint is justified, the Contractor will complete the Contract as agreed, unless this has become arguably pointless for the Client. In this case the Client must make this known in writing and it must be pointed out.
- 6.3 Should it no longer be possible or meaningful to continue with the service that was agreed on, the Contractor will only be liable within the bounds of article 7.

Article 7. Liability

- 7.1 Should the Contractor be liable, the liability will be limited as follows:
 - 7.1.1 The liability of the Contractor is, as far as it is covered by his liability insurance, limited to the amount guaranteed to be paid out by the insurance company.
 - 7.1.2 Should the insurance company not be willing to pay out in a particular case or if the damage is not covered by the insurance, the liability of the Contractor will be limited to twice the invoice value of the Contract, limited to the section of the Contract (sub-phase) to which the liability refers.
 - 7.1.3 By derogation to the provisions laid down in sub-article 7.2 it is determined that for a sub-phase with a running time exceeding six months, liability is further restricted to the instalment outstanding for the last six months.
 - 7.1.4 These conditions of liability that have been mentioned will not apply if damage is due to malicious intent or culpability of the Contractor or his subordinates.
 - 7.1.5 The Contractor will never be liable for consequential damage.
 - 7.1.6 The Contracts will only be accepted by the Contractor as an undertaking of effort and not as an undertaking of result. The Client is neither liable nor responsible for the results of his efforts.



Article 8. Force Majeure

- 8.1 Under these general conditions force majeure denotes, apart from what is understood by it in terms of the law and jurisprudence, all extraordinary causes that were foreseen or unforeseen that cannot be controlled by the Contractor but will cause the Contractor to not be able to meet his obligations. Labour strikes in the Contractor's business sector are included.
- 8.2 The Contractor also has the right to appeal to force majeure if circumstances occur that would prevent the further fulfilment of his obligations, after the Contractor did have to honour his obligations.
- 8.3 During force majeure all obligations of the Contractor will be suspended. If the period during which force majeure occurs that will prohibit the Contractor from fulfilling his obligations should last longer than two months, either party will be able to dissolve the agreement without, in this case an obligation to pay resulting damages.

Article 9. Settling of disputes

- 9.1 The Contractor has the right to sue his counterpart to appear before the judge who is regarded competent by the law.

Article 10. Applicable law

- 10.1 In all agreements between the Client and the Contractor the law of the Netherlands will apply.

Article 11. Amendments and Domicile

- 11.1 These conditions have been deposited at the Chamber of Commerce in the Netherlands.
- 11.2 In the case of modifications of these conditions the new version will be registered. The former version(s) remain preserved for at least 10 years because of the eligibility of previous contracts.

----- Last Line of the General Conditions ERW Survey and Clearance -----