General Delivery Conditions of Bakker Flow Services Version 3.0 2025

Bakker Flow Services provides a wide range of customised products and services, primarily for organisations involved in (new) energy generation.

Bakker Flow Services focuses on delivering products and services with a specific emphasis on the ongoing energy transition. Through its key categories – Well Test Services, Rental, Engineering & Project Management and Maintenance & Inspection – it serves a wide range of organisations across Europe. This is achieved through equipment hire, hire combined with the provision of personnel, and the offering of full-service solutions.

GENERAL

Article 1. Definitions

In these General Delivery Conditions, the following terms shall have the following meanings, unless expressly indicated otherwise:

a. "General Delivery Conditions" are the present General Delivery Conditions .
b. "Worker" is the staff member of Bakker Flow Services who, in return for payment, is made available to the Client and who performs work under the supervision and direction of the Client, other than pursuant to an employment contract concluded with the latter.
c. "Bakker Flow Services" is the contractor, the limited liability company Bakker Flow Services B.V., located in Coevorden, at Hulteweg 10 (7741 LE), and all its affiliated companies, registered with the Chamber of Commerce under number 04040903.
d. "Location" is the place where the Work is performed and/or the Equipment is used.
e. "Equipment" is all goods hired by Bakker Flow Services or used during the performance of the Work.
f. "Client" is the counterparty to Bakker Flow Services.
g. "Client Group" is the Client and its affiliated companies, as well as their respective directors, officers, and employees (including agency personnel), but does not include any company, director, officer, or employee of Bakker Flow Services.
h. "Work" is both contracting work and the performance of services.
i. "Party' 'Parties' refers to both Bakker Flow Services and the Client.
j. "Working days" are days worked between 7:30 AM and 4:30 PM on any day of the week, excluding Saturdays, Sundays, and generally recognised Christian and national holidays.
k. "Working hours" are hours worked between 7:30 AM and 4:30 PM on any day of the week, excluding Saturdays, Sundays, and generally recognised Christian and national holidays.

Article 2. Applicability

a. These General Delivery Conditions apply to all offers made by Bakker Flow Services, agreements concluded, and other factual and legal acts performed by Bakker Flow Services. A copy of these General Delivery Conditions can be downloaded free of charge from the website https://bakkerflowservices.com/terms-and-conditions/ and will also be sent free of charge upon request. The applicability of any other terms and conditions is hereby expressly rejected.
b. These General Delivery Conditions consist of a General Section and several Special Sections. The General Section applies to all offers made by Bakker Flow Services and agreements concluded with it.
   If the offers or agreements also or exclusively include:
   I. the hire of movable property, the provisions of special section I apply in addition to the general section;

II. the provision of workers, the provisions of special section II apply in addition to the general section.
III. In the event of a contract for work and/or the performance of services and/or the delivery of goods, the provisions of special section III apply in addition to the general section.

General and special provisions may also complement each other, for example, in the case of hiring and the provision of workers.

c. In the event of a conflict between the special section and the general section, the provisions of the applicable special section shall prevail. In the event of a conflict between the terms and conditions set out in the agreement and the General Delivery Conditions , the terms and conditions set out in the agreement shall prevail.
d. An English translation of these General Delivery conditions is available. In the event of any dispute regarding the interpretation of these General Delivery conditions, the Dutch text shall prevail.

Article 3. Offers

a. All offers and/or quotations are non-binding, unless an acceptance period is specified in the offer or quotation.
b. Unless expressly agreed otherwise in writing, all prices and rates are in euros and exclusive of VAT.
c. An agreement is only concluded through a written offer from Bakker Flow Services and the Client's unambiguous acceptance thereof. The conclusion of an agreement and any amendments to it are never (solely) dependent on a Purchase Order to be submitted by the Client.
d. Every offer is based on performance by Bakker Flow Services under normal circumstances and during normal working hours.
e. Bakker Flow Services bases its offer on the information provided by the Client. The Client is obligated to provide Bakker Flow Services with the correct information regarding the Work in a timely and complete manner, including the type of well, working conditions (such as limited space), documentation, and well parameters such as flow rate, pressure, temperature, annular pressure, solids, and fluids used. Incorrect or incomplete information may result in delays, additional costs, or risks for which the Client is liable. The Client guarantees that all information provided is correct and in accordance with applicable laws and regulations.
f. If Bakker Flow Services' offer is not accepted, Bakker Flow Services has the right to charge the Client for all costs incurred in submitting its offer.
g. Unless otherwise agreed in writing, the Client guarantees that all permits, licenses, exemptions, and other authorisations necessary to perform the Work have been obtained in a timely manner.
h. Bakker Flow Services is authorised to change its offer or the agreed price if government costs and/or other factors determining the cost price are increased.

Article 4. Intellectual property

a. Bakker Flow Services retains all intellectual property rights to its offers and all other goods provided, such as, but not limited to, designs, syllabuses, images, drawings, (test) models, and software.
b. The rights to the data referred to in paragraph a of this article remain the property of Bakker Flow Services, regardless of whether the Client has been charged for its production. The data may not be copied, used, shown to third parties, or used for commercial purposes other than those for which it was provided, without the prior express written consent of Bakker Flow Services.

Article 5. Use of artificial intelligence (AI) and data protection

a. The Client guarantees that the use of artificial intelligence (AI) in relation to the goods and services provided by Bakker Flow Services complies with all applicable laws and regulations, including the AI Act and the General Data Protection Regulation (GDPR).
b. The Client guarantees that the AI systems used by the Client are secure and respect fundamental rights, regardless of whether these systems were developed within or outside the European Union. The Client acknowledges that AI systems are classified into different risk categories under the AI Act and that, depending on the category an AI system falls into, stricter, lighter, or no rules may apply. The Client is responsible for a proper assessment and appropriate measures.
c. The Client may not enter any personally identifiable data, company-sensitive information, designs, or brand names of Bakker Flow Services into public or unsecured AI systems (such as ChatGPT, Google Gemini, Microsoft Copilot, or other generative AI tools).
d. Notwithstanding any other provisions in these General Delivery conditions, the Client is fully responsible for the use of AI and its consequences. Bakker Flow Services cannot be held liable for any damage or legal consequences arising from the incorrect or unauthorised use of AI by the Client. The Client indemnifies Bakker Flow Services against all claims, damages, or costs resulting from the use of AI in violation of this provision.
e. If Bakker Flow Services determines or reasonably suspects that AI is being used in a risky or unauthorised manner in relation to its products or services, it has the right to take appropriate measures, such as suspending or terminating the agreement and/or demanding remedial action.

Article 6. Suspension and cancellation by Bakker Flow Services

a. Bakker Flow Services has the right to suspend the fulfilment of its obligations if it is temporarily prevented from fulfilling its obligations due to circumstances that were unforeseeable at the time the agreement was concluded and that are beyond its control.
b. Circumstances not reasonably foreseeable by Bakker Flow Services and beyond its control include, but are not limited to, the failure of Bakker Flow Services' suppliers and/or subcontractors to fulfil their obligations or to do so on time, weather conditions, earthquakes, epidemics or pandemics, fire, loss or theft of tools, loss of materials to be processed, roadblocks, strikes or work stoppages, and import or trade restrictions.
c. Bakker Flow Services is no longer authorised to suspend performance if the temporary inability to perform has lasted more than six months, or if the situation is such that it is unreasonable to continue performing the agreement. The agreement may then be terminated for the portion not yet fulfilled. The Parties are not entitled to compensation.

Article 7. Cancellation by the Client

a. Cancellation of a reservation is not possible.
b. An order can only be cancelled in writing.
c. In the event of cancellation up to 48 hours before the start of the initial order, the Client is liable for the full costs incurred for:
    - project-specific investments already made
    - costs charged by third parties
    - (de)mobilisation of employees and Equipment, such as, but not limited to, order picking, travel and accommodation expenses, pre-testing, storage, certification, and transport
    - work preparation, such as, but not limited to, engineering, project management, contract work, and permit applications.

The costs are based on all work related to the initial agreement, including changes made from the first moment of the request.

d. In the event of full or partial cancellation during the order, or less than 48 hours before the initial start of the order, the Client is liable to Bakker Flow Services for 100% of the order value of the portion of the order that was cancelled.

Article 8. Suspension by the Client

a. Suspension of a reservation is not possible. Extension of a reservation is only possible if Bakker Flow Services has approved this in writing.

b. An order can only be suspended in writing and is valid from the last initial commencement date of the order notified to Bakker Flow Services. During the suspension, the Client owes Bakker Flow Services compensation as follows:

   I. In the case of hire and service:
   - at least 50% of the initial daily price of the Equipment;
   - at least 8 working hours per person per shift;
   - fixed and flexible ongoing costs, such as, but not limited to, (de)mobilisation of employees and Equipment, hiring, travel and accommodation expenses, storage, ongoing or new permits;
   - costs charged by third parties.

   II. In the case of delivery of goods and contracting of work:
   - fixed and flexible ongoing costs, such as, but not limited to, (de)mobilisation of employees and Equipment, hiring, travel and accommodation expenses, storage, ongoing or new permits;
   - at least 50% of the intended working hours;
   - costs charged by third parties.

c. Without prejudice to other provisions of these General Delivery Conditions, suspension is only possible under the following conditions:
   - suspension by the Client takes effect after a waiting period of 48 hours following the announcement of the suspension;
   - as soon as the Client has information based on which it expects or can expect that a suspension is imminent, it must immediately inform Bakker Flow Services thereof. Failing to do so, the Client will be in default by operation of law;
   - as soon as the Equipment or the employee(s) made available by Bakker Flow Services are deployed again, the suspension will be terminated immediately;
   - the possibility of suspension can only be based on unforeseen circumstances at the time the agreement is concluded;
   - when a period of suspension has started and work is to be resumed, the Client must notify Bakker Flow Services of this as soon as possible, but no less than 10 Working Days prior to the resumption of work;
   - resumption of work is subject to availability;
   - delivery of goods will be extended by the duration of the suspension and is subject to availability.

d. As soon as the duration of the suspension exceeds the duration of the initial order, the order is automatically cancelled. Article 6 applies.

e. Bakker Flow Services has the right to charge the Client for changes to the initial order and the costs of (additional) work preparation resulting from the suspension as additional work.

Article 9. Force majeure

a. The Parties are not liable to each other if and to the extent that performance is delayed or temporarily prevented by a force majeure event.

b. Force majeure shall be deemed to include only the following events:

- Riot, war, invasion, acts of foreign enemies, hostilities (regardless of whether war is officially declared), terrorist acts, civil war, rebellion, revolution, uprising, or military takeover;
- Ionizing radiation or contamination by radioactivity from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel, or the radioactive, toxic, explosive, or other hazardous properties of a nuclear explosive composition or any nuclear component thereof;
- Pressure waves caused by aircraft or other aerial vehicles traveling at sonic or supersonic speeds;
- Earthquakes, floods, fires, explosions, and/or other natural physical disasters, excluding weather conditions as such, regardless of their severity;
- Strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes involving workers not employed by the affected party, its subcontractors, or its suppliers, that affect a significant or essential part of the operations;
- Maritime or aviation accidents;
- Amendments to any general or local law, regulation, decree, or other statutory provision, or the introduction of such a law, regulation, decree, or provision by a competent authority.

c. In the event of force majeure, the party prevented from performing must notify the other party without delay, providing full details of the situation, and make every reasonable effort to remedy the situation without delay.
d. Unless expressly stated otherwise, no payments of any kind will be made in connection with a force majeure event.
e. Following notification of a force majeure situation in accordance with paragraph c, the Parties shall meet without delay to jointly agree on an acceptable approach to mitigate the impact of the situation as much as possible.

Article 10. Liability, indemnification, and damages

a. Bakker Flow Services is responsible for and will indemnify and hold the Client harmless against all claims, losses, damages, costs (including legal fees), expenses, and liabilities relating to:
    I. Loss of or damage to Bakker Flow Services' property arising out of or related to the performance of the Agreement.
    II. Personal injury, including death or illness, of persons employed by Bakker Flow Services arising out of or related to the performance of the Agreement.
    III. Personal injury, including death or illness, or loss of or damage to the property of a third party, to the extent that such injury, loss, or damage is caused by the negligence or breach of Bakker Flow Services' duty of care (statutory or otherwise). For the purposes of this Clause, "third party" means any party that is not a member of the Client Group or Bakker Flow Services.
b. Article 10, paragraph a do not apply:
    - to goods leased by Bakker Flow Services to the Client Group, or otherwise brought under the Client Group's supervision;
    - to damage and injury, including death, caused by a vehicle subject to motor vehicle liability (WAM).
c. The Client is responsible for and will indemnify, defend, and hold Bakker Flow Services harmless against all claims, losses, damages, costs (including legal fees), expenses, and liabilities relating to:
    I. Loss of or damage to the Client Group's goods, arising from or related to the performance of the Agreement.
    II. Personal injury, including death or illness, of persons employed by the Client Group, arising from or related to the performance of the Agreement.

III. Personal injury, including death or illness, or loss of or damage to the goods of a third party, to the extent that such injury, loss, or damage is caused by negligence or a breach of the Client Group's duty of care (statutory or otherwise). For the purposes of this Clause, "third party" means any party that is not a member of Bakker Flow Services or the Client Group.

IV. Loss of or damage to permanent oil and gas production facilities and pipelines of third parties and resulting damages.

d. Notwithstanding any other provision in these General Delivery Conditions, the Client shall indemnify, defend, and hold harmless Bakker Flow Services against any claim of any nature whatsoever arising from pollution and/or contamination, including but not limited to pollution or contamination arising from the reservoir and/or from any Equipment or property of the Client Group or Bakker Flow Services.

e. Notwithstanding any other provision in these General Delivery Conditions, Bakker Flow Services will indemnify, defend, and hold harmless the Client Group from any claim, of any nature whatsoever, arising from contamination arising from or related to the performance of the Agreement when:
   - such contamination occurs on the premises of Bakker Flow Services;
   - such contamination originates from goods or equipment of Bakker Flow Services while these are on the transport arranged by Bakker Flow Services between the premises of Bakker Flow Services and the Location; or
   - to the extent that any negligence or breach of duty of care (statutory or otherwise) of Bakker Flow Services is the cause and such contamination originates from goods or equipment of Bakker Flow Services while these are on the Location above the rotary table or above the bottom of the vessel on which the work is being performed, whichever is higher, or contamination originates from goods or equipment of Bakker Flow Services while these are on the transport arranged by the Client Group.

f. The Client shall indemnify Bakker Flow Services for any loss or damage to Bakker Flow Services' property, materials, or equipment that occurs while it is located below the rotary table, unless the damage is caused by Bakker Flow Services' negligence or breach of contract.

g. If Bakker Flow Services can demonstrate that Bakker Flow Services' equipment, other than that located downhole, has suffered abnormal damage due to corrosion, erosion, or wear and tear directly resulting from the nature of the drill cuttings, Bakker Flow Services will be reimbursed for the cost of repairing or replacing the damaged equipment.

h. The Client shall indemnify, defend, and hold Bakker Flow Services harmless from and against all claims, losses, damages, costs (including legal fees), expenses, and liabilities arising from:
   - loss of or damage to a wellbore or borehole;
   - blowout, fire, explosion, cratering, or any other uncontrollable well condition (including the costs of controlling a wild well and removing debris); and
   - damage to a reservoir, geological formation, or subsurface strata, or the loss of oil or gas therefrom.

i. If Bakker Flow Services is liable under this agreement, Bakker Flow Services 's liability will be limited to a maximum of €5,000,000 per incident/event, or per series of damages arising from the same cause. The Client will indemnify, defend, and hold Bakker Flow Services harmless for all amounts in excess of this limit.

j. Neither party will be liable to the other for any indirect or consequential damages, including but not limited to loss of profit, income, time, production, or loss of contracts, regardless of whether such damages arise from breach of contract, tort (including negligence), or any other legal basis. This does not apply to loss of hire income or missed hire payments by Bakker Flow Services.

Article 11. Payment

a. Unless otherwise agreed in writing, the Client is obligated to pay the amounts due within 30 (thirty) days of the invoice date, to the bank account specified by Bakker Flow Services in the currency stated on the invoice.
b. If the payment term is exceeded, Bakker Flow Services is entitled to charge default interest on the outstanding amount from the due date until the date of full payment. The default interest rate is 1.5% per month.
c. Regardless of the agreed payment terms, the Client is obligated to provide Bakker Flow Services with sufficient security for payment, at its sole discretion. If the Client fails to comply within the specified period, it will immediately be in default. In that case, Bakker Flow Services has the right to terminate the agreement and recover its damages from the Client.
d. The Client is not permitted to offset amounts or suspend payments.
e. In the event of liquidation, bankruptcy, attachment, or suspension of payments of the Client, Bakker Flow Services' claims against the Client are immediately due and payable.
f. If payment has not been made within the agreed payment term, the Client owes Bakker Flow Services all extrajudicial costs. These costs will be calculated in accordance with the collection rates of the Dutch Bar Association, with a minimum of €500. If the actual extrajudicial costs incurred are higher, the actual costs incurred will be due.
g. If Bakker Flow Services is wholly or partially successful in legal proceedings, all costs incurred in connection with these proceedings will be borne by the Client.

Article 12. Complaints

The Client may no longer invoke a defect in the Performance if it has not submitted a written complaint to Bakker Flow Services immediately, and in any event within 14 days after discovering, or reasonably ought to have discovered, the defect.

Article 13. Outsourcing

Unless otherwise agreed, Bakker Flow Services is at all times permitted to have the agreement performed in whole or in part by subcontractors and/or third parties.

Article 14. Applicable law and choice of forum

a. Dutch law applies to every agreement between Bakker Flow Services and the Client.
b. The Vienna Sales Convention 1980 is excluded, as well as any other international regulation the exclusion of which is permitted.
c. All disputes arising from the agreement or subsequent agreements resulting from it will be submitted to the competent court in the district where Bakker Flow Services is established.
d. Unless the Parties agree otherwise, the proceedings will be conducted in the Dutch language.

Article 15. Miscellaneous

a. A Dutch version of these General Delivery Conditions is available. In the event of any dispute regarding the interpretation of these General Delivery Conditions, the Dutch text shall prevail.
b. If one or more provisions of these General Delivery Conditions are null and void or annulled at any time, in whole or in part, the remaining provisions contained in these General Delivery Conditions shall remain in full force and effect. In such a case, the Parties will consult with each other to agree on new provisions to replace the void or annulled provisions, whereby the purpose and intent of the original provisions will be pursued as closely as possible.

SPECIAL SECTION I, HIRE OF EQUIPMENT

Article 16. Hire period

a. The hire shall be for a fixed or indefinite period.
b. The hire period commences from the agreed delivery date, or from the date on which the Equipment is made available to the Client, whichever occurs first.
c. The hire period ends upon the expiration of the agreed date, or, if later, on the date on which the Equipment has been returned in its entirety to Bakker Flow Services.
d. If the Equipment is returned damaged, soiled and/or contaminated, the hire period shall end once the Equipment has been restored, in the opinion of Bakker Flow Services, to a condition comparable to that at the commencement of the hire period, subject to normal wear and tear.
e. Saturdays, Sundays, public holidays and other non-working days shall be included in the hire period. Unless otherwise agreed, any part of a day shall be counted as a full day.
f. If the Equipment cannot be made available to the Client on the agreed date or for the entire hire period, Bakker Flow Services shall use all reasonable efforts to provide the Client with substitute Equipment. If Bakker Flow Services fails to do so, the hire agreement shall be automatically terminated. In that case, any liability of Bakker Flow Services shall be limited to payment to the Client of an amount equal to the hire price for the period prior to termination during which the Client was unable to use the Equipment.
g. In consultation with Bakker Flow Services, it is possible to reserve Equipment for hire during a specified period. The Client shall then be obliged to hire the Equipment for the agreed period.

Article 17. Hire price and costs

a. The hire of the Equipment shall constitute a bare hire. The Client shall bear and be responsible for all costs relating to unloading, transport, insurance premiums, levies, fines and penalties, consumables, daily maintenance and repairs, renewals, and replacements not resulting from normal use or wear and tear.
b. The Client shall also bear the costs associated with assembly and disassembly, inspection, and cleaning.
c. If the Equipment is returned prior to the expiry of the agreed hire period, the hire price for the entire agreed hire period shall nonetheless remain payable.
d. Equipment with an internal combustion engine and/or fuel tanks shall be delivered with full tanks, and the fuel consumed shall be charged upon return of the Equipment.

Article 18. Delivery and transport

a. The times agreed with Bakker Flow Services, at which Bakker Flow Services must deliver the Equipment or the Client can collect the Equipment, are indicative and not final deadlines.
b. The Incoterms declared applicable under Article 31 paragraph a shall, by analogy with contracts of sale, also apply to hire agreements, meaning that delivery shall take place: loaded and secured on the means of transport, with the carrier having signed the consignment note acknowledging receipt of the goods at the agreed place of delivery. Partial delivery is permitted. Transport to and from the place of delivery, including loading and unloading there, shall therefore be at the Client’s risk and expense.
c. The Client is not permitted to forward the goods, or have them forwarded, to a location outside the EU in the name of Bakker Flow Services. Notwithstanding other provisions in these General Delivery Conditions , the Client shall fully indemnify and hold Bakker Flow Services harmless for all damages and costs resulting from the transit of goods to a location outside the EU in the name of Bakker Flow Services.
d. The Client must provide Bakker Flow Services immediately and upon first request with all information and documents regarding the location of the goods.

e. Notwithstanding any other provisions, Bakker Flow Services shall not be liable, and the Client shall indemnify Bakker Flow Services against any fines or damages resulting from mandatory insurance in a particular country.
f. Notwithstanding the provisions of the preceding paragraphs, the Parties may agree that Bakker Flow Services shall arrange for the transport of the Equipment. Such an agreement shall be deemed a transport agreement. Under no circumstances shall Bakker Flow Services act as a carrier, but rather as a forwarder. The risk of storage, loading, transport, and unloading shall also rest with the Client in such cases. Without express request, Bakker Flow Services shall not arrange for the obtaining of any necessary permits from the competent authorities for road transport to and from the Location specified by the Client.

Article 19. Examination, inspection and condition

a. Bakker Flow Services undertakes to provide the Equipment in its entirety and in a good, well-maintained condition.
b. Upon delivery, the Client is obligated to immediately inspect and examine the Equipment to determine whether the quality and quantity correspond to what was agreed. If the Equipment is delivered without the Client notifying Bakker Flow Services of any written reservations upon or immediately after acceptance of the Equipment, the Equipment is deemed to have been delivered in its entirety and in a good, well-maintained condition.
c. Once an item of Equipment is under the Client's supervision, the Client guarantees that it will at all times provide Bakker Flow Services with the opportunity to inspect or replace the Equipment, as soon as Bakker Flow Services itself, or a certifying and testing institution designated by the Minister, requires this. It is the Client's responsibility to determine when inspection and/or replacement is required and to notify Bakker Flow Services of this in a timely manner—at least three months prior to the necessary inspection or replacement.
d. All costs associated with the inspection and testing shall be borne by the Client.
e. Regardless of other provisions of these General Delivery Conditions, the Client is fully liable and indemnifies Bakker Flow Services against all consequences, loss, damage, and/or costs arising during the inspection and/or replacement and if the inspection and/or replacement of the Equipment could not take place in a timely manner.
f. The provisions of this article also apply if the Equipment acquired by the Client has under its supervision become part of another item, or if the Equipment is located in such a place that inspection and/or replacement is practically impossible in all reasonableness, for example, if the Equipment is located offshore.

Article 20. Temporary or permanent replacement

a. Bakker Flow Services reserves the right to replace the Equipment temporarily or permanently with equivalent Equipment during the hire period if Bakker Flow Services deems this necessary or desirable.
b. The Client is not entitled to terminate the Agreement, suspend payment, or claim damages or costs as a result of the replacement of the Equipment.

Article 21. Use, maintenance, and inspection

a. The Client shall, during the hire period, manage the Equipment at its own expense and risk as a prudent hirer and maintain it in proper and commercially usable condition. This means, among other things, that the Client:
    - will use the Equipment exclusively within the framework of all applicable (legal) provisions and for the purpose for which the Equipment was hired and is inherently suitable;
    - will use the Equipment in accordance with the operating, handling, and safety regulations;

- will only allow the Equipment to be used by persons who are sufficiently qualified and/or certified to do so;
- ensures the Equipment is not used outside the Location specified in the agreement;
- is obligated to manage the Equipment as recognisable property of, or made available by, Bakker Flow Services. The Client is prohibited from removing any existing (ownership) markings;
- will take all reasonable measures to prevent damage to and loss of the Equipment;
- will continuously inspect the Equipment for proper functioning and perform daily maintenance.

b. In the event of any defect or damage to, or caused by, the Equipment, the Client must immediately notify Bakker Flow Services in writing.
c. Repairs may only be carried out with the express prior permission of Bakker Flow Services and must be carried out by qualified personnel. Parts required for daily maintenance or repairs must be obtained from Bakker Flow Services or companies designated by Bakker Flow Services.
d. Repairs, renovations, and replacements not resulting from normal use or wear and tear are the Client's responsibility.
e. The Client agrees to make the Equipment available for inspection at Bakker Flow Services' request. The Client grants Bakker Flow Services prior permission to enter the Client's buildings and grounds for the purpose of inspecting or retrieving the Equipment.
f. The Client will make the Equipment available to Bakker Flow Services at all times during maintenance work.
g. If damage or other defects attributable to the Client are found during inspection, the Client will be responsible for the inspection costs.

Article 22. Liability for hire of movable property

a. During the hire period, the Client is liable for all damage, loss, destruction, contamination, and theft of the Equipment.
b. The Client fully indemnifies Bakker Flow Services against claims for damages from the Client or third parties relating to (the use of) the Equipment.
c. The Client is liable for all damage resulting from contamination of the Equipment, including, but not limited to, additional cleaning costs, removal, and cleanup of contamination or pollution in the soil and/or groundwater, regardless of how and by whom it was caused.

Article 23. Termination and return

a. If the agreement has been entered into for an indefinite period, it can be terminated by written notice, with a notice period of at least 10 working days, unless otherwise agreed.
b. The Customer is obliged to return the Equipment, no later than at the end of the hire period, in the same condition as at the commencement of the hire (save for normal wear and tear) and fully cleaned.
c. In the event of a dispute regarding the condition of the Equipment, the Client is responsible for proving that the Equipment was returned in good condition.
d. The Client undertakes to notify Bakker Flow Services at least two working days before returning the Equipment, indicating the place and time of return.
e. If the Parties have agreed that Bakker Flow Services will collect the Equipment from the Client at the end of the hire period, the Client must notify Bakker Flow Services at least three working days before the end of the hire period that the Equipment is ready for collection.
f. If the hire period expires without Bakker Flow Services regaining possession of the Equipment, Bakker Flow Services is entitled to immediately repossess the Equipment. The obligations arising from the agreement remain in force until the Equipment is returned to Bakker Flow Services, without prejudice to the Client's obligation to compensate Bakker Flow Services for any damages suffered.

g. If, in Bakker Flow Services' opinion, the Equipment is not clean upon return, Bakker Flow Services is entitled to clean the Equipment at the Client's expense.
h. Bakker Flow Services is authorised to refuse to accept the Equipment upon return if contamination or pollution is detected and to forward it, at the Client's expense, to a location and/or site to be determined in consultation.
i. If the Client has had Equipment contaminated with hazardous substances, such as, but not limited to:
    - radioactive waste of natural origin (NORM)
    - mercury
    - benzine
    - oil-based mud

    cleaned prior to return, the Client is obligated to provide a certificate of cleaning upon first request.

Article 24. Ownership of the Equipment

a. The Client may only acquire ownership of an item through legal transfer. Until that time, ownership of the Equipment remains solely with the owner, namely Bakker Flow Services, its suppliers, or its subcontractors.
b. Everything mounted or affixed to the Equipment by or on behalf of the Client becomes the property of the owner of the Equipment.
c. The Client is not authorised to alienate, pledge, or otherwise encumber the Equipment.
d. The Client is not authorised to sublease or allow third parties to use the Equipment (or to grant them joint use) without the express prior consent of Bakker Flow Services.
e. The Client is obligated to demonstrate to third parties, such as attaching creditors, Bakker Flow Services' ownership of the Equipment. If third parties seize any Equipment or wish to establish or assert rights thereto, the Client is obligated to inform Bakker Flow Services thereof without delay.

SPECIAL SECTION II, PROVISION OF WORKERS

Article 25. Provision

a. Before the start of the order, the Client shall provide Bakker Flow Services with an accurate description of the position, job requirements, working hours, working time, duties, workplace, working conditions, and the intended duration of the order.
b. Bakker Flow Services reserves the right to replace the Worker with another equally qualified Worker at its own expense at any time.

Article 26. Working hours and working times

a. The Client's working hours shall apply to the Worker unless the Parties agree otherwise.
b. The Client guarantees that the working hours and the rest and working times of the Worker comply with the statutory requirements. The Client indemnifies Bakker Flow Services, as employer, against any liability in this regard.

Article 27. Proper exercise of management and supervision

a. The Client shall conduct itself towards the Worker with the same due care as it is obligated to conduct itself towards its own employees.
b. The Client is not permitted to in turn “second” the Worker to a third party; that is, to make the Worker available to a third party to perform work under the supervision or direction of that third party. For the purposes of this clause, “secondment” shall also include making the Worker

available to any (legal) entity with which the Customer is affiliated within a group (corporate group).

c. Employment of the Worker abroad by a Client established in the Netherlands is only possible under the strict management and supervision of the Client and for a fixed period, if this has been agreed in writing with Bakker Flow Services and the Worker has consented to this in writing. The Client shall ensure that all legal obligations are met. The Client indemnifies Bakker Flow Services against any liability in this regard.

Article 28. Responsibility, liability, and insurance

a. Without prejudice to other provisions in these General Delivery Conditions, the provisions of this article apply with regard to liability.
b. The Client declares that it is considered an employer under the Working Conditions Act.
c. The personnel made available will work under the management, supervision, and responsibility of the Client. The Client will provide the necessary instructions and fulfil the obligations arising from Articles 7:611 and 7:658 of the Dutch Civil Code, the Working Conditions Act, and all related regulations regarding workplace safety and good working conditions in general.
d. The Client will compensate the Worker for any damage suffered during the performance of the work and pursuant to Articles 7:611 and 7:658 of the Dutch Civil Code. The Client indemnifies Bakker Flow Services against any liability in this regard.
e. If Bakker Flow Services is obligated to continue paying wages and supplements in the event of illness, and that illness is the result of the Client's failure to comply with the obligations referred to in Articles 7:611 and 7:658 of the Dutch Civil Code, the Client is obligated to compensate Bakker Flow Services for these damages, or at least to indemnify Bakker Flow Services in this regard. The indemnity includes, among other things, all costs resulting from the obligation to continue paying wages, supplements, and all other costs, such as reintegration costs.
f. The Client will insure and maintain liability for damage resulting from errors made by the Worker in accordance with the provisions of Article 6:170 of the Dutch Civil Code. The Client indemnifies Bakker Flow Services in this regard.

Article 29. Duration and termination of the agreement

a. The Client is entitled to terminate the agreement prematurely but will continue to pay the agreed fee for the provision of services until the end of the originally agreed period. This amount is based on the expected work pattern of the Worker.
b. If the Client wishes to terminate the provision of services while no agreement has been made regarding the duration of the agreement, a notice period of one month applies.
c. If the reason for termination is a dispute with the Worker or a conflict, the Client must notify Bakker Flow Services in a timely manner. Bakker Flow Services will then investigate whether the dispute or conflict can be resolved. The Client must always make every effort to prevent and resolve a dispute.

Article 30. Entering into a (direct) employment relationship by the Client with the Worker

a. If the Client wishes to enter into a direct employment contract or other type of employment relationship with the Worker, it shall immediately notify Bakker Flow Services in writing. The Parties shall then consult with each other to discuss the Client's wishes. The basic principle is that the Client owes Bakker Flow Services a reasonable fee for the services provided by Bakker Flow Services in connection with the provision, recruitment, and/or training of the Worker, in accordance with the provisions of Article 9a, paragraph 2, of the Waadi (Labour Market Act) and other relevant laws and regulations insofar as these have entered into force in the Netherlands.

b. A different type of employment relationship as referred to in this article includes, among other things:
    - appointment as a civil servant;
    - contracting for services;
    - contracting work;
    - having the Worker made available to the Client by a third party for the same or different work.
c. The Client will not enter into an employment contract directly with the Worker unless the Client has validly terminated the Agreement with Bakker Flow Services. The provisions of Article 28 remain fully applicable.
d. The Client is prohibited from inducing the Worker to enter into an employment contract or any other type of employment relationship with another company with the intention of hiring the Worker through this other company.

SPECIAL SECTION III, CONTRACTING WORK, SERVICES AND DELIVERY OF GOODS

Article 31. Prices and rates

a. The prices and rates stated in the offer for the delivery of goods are based on Delivery FCA-A (Free Carrier), in accordance with Incoterms 2020, unless the Parties agree otherwise in writing. The Client is obligated to provide Bakker Flow Services with a commercial document, such as a consignment note or a bill of lading.
b. Notwithstanding the provisions of the previous paragraph, the Parties may agree that Bakker Flow Services will arrange for the transport. Such an agreement is considered a transport agreement. Under no circumstances does Bakker Flow Services act as a carrier, but rather as a forwarder. The risk of storage, loading, transport, and unloading also rests with the Client in that case.
c. The price of the Work does not include:
    - the costs of groundwork and/or other construction work;
    - the costs of removing materials, building materials, or waste;
    - the costs of preventing or limiting damage to items present on or near the Work;
    - the costs of horizontal and vertical transport at the Location.
d. Bakker Flow Services will charge for hours worked at the agreed hourly rate. Travel and waiting time are billed as working hours.
e. Bakker Flow Services may pass on any increase in cost-determining factors arising after the conclusion of the agreement to the Client if the agreement has not yet been fulfilled at the time of the increase.

Article 32. Transfer of risk

The risk of the goods passes to the Client at the time and in accordance with the provisions of the agreed Incoterms delivery category, but in any case at the time the goods are legally and/or physically delivered to the Client and are thus placed under the control of the Client or a third party designated by the Client.

Article 33. Retention of title and right of pledge

a. All goods delivered by Bakker Flow Services remain the property of Bakker Flow Services until the Client has fully fulfilled all obligations under the agreement.
b. The Client is not authorised to pledge or otherwise encumber the goods subject to the retention of title.
c. If third parties levy attachment on the goods delivered under retention of title, or seek to establish or assert rights thereon, the Client is obliged to inform Bakker Flow Services as soon as can reasonably be expected.

d. In the event that Bakker Flow Services wishes to exercise its ownership rights, the Client hereby grants Bakker Flow Services, or any third parties designated by it, unconditional and irrevocable permission to enter all premises where Bakker Flow Services' goods are located and to repossess such goods.
e. If Bakker Flow Services is unable to rely on its retention of title because the delivered goods have been mixed, transformed or incorporated, the Client shall be obliged to pledge the newly formed goods to Bakker Flow Services.

Article 34. Uncollected goods

If goods have not been collected after the final delivery date has passed, they will remain at the Client's disposal. Uncollected goods will be stored at the Client's expense and risk. Bakker Flow Services may always invoke the authority under Article 6:90 of the Dutch Civil Code.

Article 35. Delivery time and additional work

a. The delivery time and/or execution period stated in the offer are approximate by Bakker Flow Services. A specified delivery time or execution period is therefore never a strict deadline.
b. When providing the delivery time and/or execution period, the Client guarantees that Bakker Flow Services can execute the order under the circumstances known to Bakker Flow Services at that time.
c. The delivery time and/or execution period only commences when agreement has been reached on all technical details, such as:
    - all necessary data are in Bakker Flow Services' possession
    - final, approved drawings are in Bakker Flow Services' possession
    - the agreed (partial) payment has been received *and*
    - the necessary conditions for the execution of the agreement have been met.
d. If circumstances exist other than those known to Bakker Flow Services when it determined the delivery time and/or execution period, Bakker Flow Services may extend the delivery time and/or execution period by the time required to complete the order under these circumstances. If the work cannot be accommodated in Bakker Flow Services' schedule, it will be carried out as soon as its schedule permits.
e. If additional work is required, the delivery time and/or execution period will be extended by the time required to supply the materials and components for this and to carry out the additional work. If the additional work cannot be accommodated in Bakker Flow Services' schedule, the work will be carried out as soon as the schedule permits.
f. If Bakker Flow Services suspends its obligations, the delivery time and/or execution period will be extended by the duration of the suspension. If continuation of the work cannot be accommodated in Bakker Flow Services' schedule, the work will be carried out as soon as the schedule permits.
g. Exceeding the agreed delivery time and/or implementation period does not under any circumstances entitle the Client to compensation, unless this has been agreed in writing.

Article 36. Execution of the Work

a. Without prejudice to other provisions in these General Delivery Conditions, the provisions of this article apply with regard to liability.
b. The Client guarantees that:
    - all permits, licenses, exemptions, and all other authorisations necessary to perform the Work have been obtained in a timely manner;
    - all necessary safety measures have been taken at the commencement of the Work and will be maintained throughout the Work. The Client must ensure safe and healthy working conditions for Bakker Flow Services personnel, as required by or pursuant to the Working Conditions Act and/or any other relevant national or international regulation, for the employer and/or the Location;

- such measures have been taken to protect Bakker Flow Services personnel and Equipment as the Client would take for its own personnel and equipment;
- the situation of the site at the designated Location is such that Bakker Flow Services' Equipment can be properly and safely assembled, disassembled, delivered, removed, and installed;
- the access roads to the Location, or wherever the Equipment and/or materials are to be delivered, are suitable for Bakker Flow Services' transport vehicles;
- the equipment and/or materials to be provided by the Client are present and are made available to Bakker Flow Services in the immediate vicinity of the work currently being performed;
- there are connections for water, lighting, and electricity with sufficient capacity;
- there is sufficient lockable and dry storage space for machine parts and/or Equipment;
- suitable facilities or other amenities, such as toilets and washing facilities, are available at the Location for Bakker Flow Services' personnel and any other persons employed by Bakker Flow Services for the work, all to the satisfaction of Bakker Flow Services and in accordance with the Working Conditions Act;
- resources such as scaffolding, lifting and hoisting equipment, and consumables such as diesel fuel and lubricants are available;
- cables, pipes, wires, tubes, etc. are reported to Bakker Flow Services in writing and in a timely manner prior to commencement of the Work. It is expressly emphasised that these cables, pipes, etc., must be clearly and correctly indicated on site, using drawings;

c. If, despite the precautionary measures mentioned in paragraph b of this article, Bakker Flow Services is nevertheless held accountable for a violation of the rules, the Client is obligated to indemnify Bakker Flow Services against any resulting costs, including but not limited to costs arising from any sanctions, damages, and/or instructions from, for example, the Labor Inspectorate.
d. If unworkable conditions, including inclement weather, occur, resulting in unworkable working days, Bakker Flow Services' delivery time and/or execution period will be extended by the resulting delay.
    I. Unworkable conditions include, but are not limited to, all circumstances, including inclement weather (such as precipitation, wind, and frost), that cause an (unsafe) unworkable situation to arise.
    II. Unworkable working days include working days, or parts of working days, on which, due to circumstances beyond Bakker Flow Services' control, the majority of the employed persons or machines could not work.
e. If Equipment provided by the Client is used in the execution of the order, the Client guarantees to ensure adequate insurance. Adequate insurance is defined as: comprehensive goods insurance or comprehensive insurance that fully covers damage to the Equipment itself. Third-party liability insurance (WA(M)) and work risk insurance (WW) that fully covers damage caused by or with the Equipment. And SVI or equivalent insurance that provides coverage for damage or injury to the person operating the Equipment. This insurance provides coverage during activities for which the agreement with Bakker Flow Services has been concluded. Bakker Flow Services is considered the insured party in the policy. Both the Client and its insurer guarantee to fully indemnify Bakker Flow Services against all damages and claims resulting from damage to, with, or by the Equipment. If the Client acts as a lessor under the agreement, the conditions under this article apply in full, with the Client being referred to as the "lessor" and Bakker Flow Services as the "lessee/contractor." Mutatis Mutandis.
f. The Client warrants that the Equipment referred to in paragraph e of this article complies with the government-mandated safety requirements.
g. If the Client fails to fulfil its obligations as described in the previous paragraphs, the work will be suspended until the Client fulfils its obligations. The work will be carried out as soon as

Bakker Flow Services' schedule permits. In addition, the Client is liable for all resulting damages for Bakker Flow Services.

Article 37. Completion of the Work

a. The Work is considered completed when:
   - The Client has approved the Work in whole or in part;
   - The Client has put the Work into use. If the Client puts part of the Work into use, that part is considered completed;
   - Bakker Flow Services has notified the Client in writing that the Work has been completed and the Client has not indicated within 14 days whether the Work has been approved;
   - The Client does not approve the Work based on minor defects or missing parts that can be repaired or supplied within a reasonable period and that do not prevent the Work from being put into use.

b. If the Client does not approve the Work after completion, they are obligated to notify Bakker Flow Services in writing within 14 days, stating the reasons. In that case, they will allow Bakker Flow Services to redeliver the rejected parts of the Work. The provisions of this article will then apply again.