

General terms and conditions of Mistras Group BV

Article 1. Definitions

The following definitions are used in these terms and conditions:

- a. Mistras Group BV (hereinafter: 'Mistras'): the user of these general terms and conditions;
- b. Other party: the natural person, partnership or legal person who enters into an agreement with Mistras;
- c. Agreement: the agreement between Mistras and the other party;
- d. Personal injury: damage suffered through injury or harm to the health of persons, which may or may not result in death;
- e. Damage to property: damage suffered through damage and/or destruction and/or loss of property belonging to the other party and/or third parties.

Article 2. Applicability

2.1 These general terms and conditions apply to all Mistras' offers and quotations, as well as all agreements between Mistras and the other party, unless expressly agreed otherwise in writing.

2.2 Changes in the agreement and deviations from these general terms and conditions are only valid if agreed in writing between Mistras and the other party.

2.3 If, on conclusion of the agreement, the other party refers to other general terms and conditions, Mistras' general terms and conditions shall apply and the other party's general terms and conditions shall be expressly rejected.

2.4 If there are provisions in the agreement which are in conflict with these general terms and conditions, then the provisions in the agreement shall prevail.

Article 3. Offers / Prices

3.1 Mistras' offers are not binding unless expressly stated otherwise.

3.2 If the agreement is entered into in writing, it comes into effect on the date that Mistras provides confirmation of the agreement in writing or by email.

3.3 Additional work is defined to be everything performed by Mistras, whether or not agreed in writing, which is in addition to or in deviation

of the stipulations expressly included in the agreement and/or order confirmation.

3.4 Mistras is entitled to wholly or partially outsource the work assigned to it.

3.5 If one or more of the cost factors increase after the date of conclusion of the agreement, Mistras is entitled to increase the agreed price accordingly.

3.6 Travel time will be charged unless expressly agreed otherwise, and it is assumed that the work will be performed in normal working hours. Overtime rates will be charged for work performed in the evening, at night, and on Saturdays, Sundays and public holidays, even if these were not separately specified in the quotation.

3.7 Working hours and overtime:

- Normal working hours are 8:00 to 16:30 from Monday to Friday, with a 30 minute lunch break.

- Overtime is defined as any hours worked outside normal working hours.

Article 4. Performance

4.1 Mistras shall perform the agreed work partly on the basis of written information provided by the other party. If this information is incorrect and/or turns out to be insufficient, all resulting damages, including consequential damage, shall be borne by the other party. Oral promises and/or agreements with employees of Mistras are not binding until confirmed in writing by Mistras.

4.2 The other party is responsible for compliance with the statutory safety regulations for the work to be performed by Mistras, and shall also take all the safety measures deemed necessary by Mistras.

4.3 The other party is responsible for obtaining access permits and work permits for the work. The other party is responsible for ensuring safe access to the place of work.

4.4 If the safety equipment and clothing required are not part of Mistras' standard equipment, then the costs shall be borne by the other party. The other party shall bear the costs of cleaning and/or disposal of chemically-contaminated clothing and equipment.

4.5 The connection and supply of water, electricity, lighting, nitrogen, scaffolding, stands and abseiling equipment shall be arranged by the other party, who shall also

bear any costs involved. Materials, scaffolding and stands must be approved for safe use and meet legal requirements.

4.6 For non-destructive testing, the other party shall ensure that the surface of the object to be tested is clean, adequately lit, free of grease and accessible. No other work may be carried out in the immediate vicinity or overhead, in particular welding or mechanical work. The other party is aware of and accepts that the results of testing in such circumstances may be limited or even of poor quality. Costs caused by waiting for organising proper testing conditions shall be entirely borne by the other party.

4.7 The completion date for performing the agreement shall be extended if and for as long Mistras is prevented from performing the agreed work as a result of force majeure. Force majeure is understood to include: riots, war, government intervention, civil commotion, civil riots, strikes, work stoppages, work lockouts, fire, explosion, transportation delays, equipment failure, accidents and weather conditions, as well as any events in general which are beyond the control of Mistras and not a result of gross negligence on the part of Mistras, and which temporarily or permanently prevent further performance of the work, such as but not limited to unforeseen circumstances related to personnel and/or materials which Mistras would normally be expected to employ in performing the agreement, and the nature of which is such that performance of the agreement becomes impossible or problematic and/or disproportionately expensive to such an extent that Mistras can no longer reasonably be expected to comply with the agreement.

Mistras also has the right to invoke force majeure if the circumstances that prevent compliance or further compliance begin after Mistras should have fulfilled its obligation.

4.8 In the event of temporary or permanent force majeure, Mistras is entitled to either suspend further performance of the agreement for a maximum of 6 months, or to dissolve the agreement or that part of it not performed, and to require payment of that part already performed by Mistras. During suspension, Mistras is authorised, and at the end of the agreement Mistras is obliged, to choose

between performance and complete or partial dissolution of the agreement.

4.9 Suspension and/or dissolution of the agreement as a result of the stipulations of Article 4.7, 4.8, 10.5 or 10.7 shall never be grounds for compensation for damages for the other party, nor its affiliates nor any others on its side involved in the agreement or its performance. The other party shall indemnify the Mistras against any claims made by the latter. In the event of termination of the agreement, the other party shall at least pay Mistras for the services already performed. These provisions are without prejudice to any other rights of Mistras.

4.10 Any delays in the performance of the agreement caused by circumstances that are not Mistras' responsibility and/or could not reasonably have been foreseen by Mistras shall be charged to the other party on the basis of Mistras' latest general price list.

Article 5. Completion dates

Completion dates specified by Mistras or required of Mistras shall never be regarded as final deadlines, unless expressly agreed otherwise in writing.

If the performance fails to meet a completion date, Mistras should therefore be sent notice of default if performance is still possible. Mistras shall thereby be given a reasonable period, based on industry standards, to fulfil its obligations.

If this extended period is exceeded, then the other party is entitled to dissolve the agreement if no work has been performed, except in the case of force majeure within the meaning of Article 4.7. In such a case, Mistras shall not be liable to pay any compensation for damage, unless there is intent or gross negligence on its part.

Article 6. Reports / Certificates / Procedures / Recommendations / Data

6.1 Mistras reports its findings to the other party.

6.2 All reports, certificates, procedures, recommendations and data produced by Mistras shall remain the property of Mistras until the other party has fulfilled all of its financial obligations towards Mistras.

6.3 Reports, certificates, procedures, recommendations and data shall not be made available to third parties or copied or recreated without Mistras' written permission.

6.4 No intellectual property shall be transferred from Mistras to the other party.

Article 7. Secrecy

7.1 Both parties are mutually obliged to protect confidential information unless the other party has given written consent for disclosure.

7.2 Employees of the parties shall only be provided with the information referred to in paragraph 1 to the extent necessary that it is necessary to perform the agreed work.

Article 8. Complaints

8.1 Complaints must be submitted by the other party within 3 working days after the irregularities have occurred. After this period, there is no right to any compensation for damages and/or remedy of irregularities.

8.2 Complaints must be made by registered letter, fax or email, with as much detail as possible and including all relevant information.

8.3 Any rights of the other party pursuant to a timely reported complaint shall lapse if the other party does not invite Mistras to attend an expert's assessment organised by the other party, or if the other party prevents Mistras from organising its own expert's counter-assessment.

8.4 If Mistras considers that the complaint is justified, Mistras shall remedy the irregularities as far as possible and within the limits of reasonableness and fairness.

8.5 Even if the other party does make a timely complaint, it remains obliged to pay for work assignments.

Article 9. Liability

9.1 By concluding an agreement, Mistras is making a commitment. However, there is no obligation to achieve a result.

9.2 The other party is aware and accepts that it is inherent in the nature of the checks and inspections which are part of Mistras' work that a certain percentage of false results can occur, even if the tests are performed expertly using best practice and state-of-the-art technology.

9.3 Any liability of Mistras is limited to the amount paid by its business liability insurance for the event concerned, plus the applicable policy excess.

9.4 If, for any reason whatsoever, there is no insurance cover as referred to in Article 9.3, Mistras' liability is limited to the amount specified in the agreement as payment for Mistras' work, subject to the following paragraph.

9.5 The liability referred to in Article 9.4 is limited to damage to persons and property. Any other damage is excluded.

9.6 If any third parties are engaged, Mistras shall always take the necessary precautions. Mistras is not liable for any shortcomings of these third parties.

9.7 Mistras is not liable for infringement of patents or licenses of third parties by using data provided to Mistras by or on behalf of the other party for the performance of the agreement.

9.8 The other party shall at all times indemnify Mistras against third-party claims and rights of recourse for damages for which Mistras is not liable to the other party in accordance with these general terms and conditions. In such circumstances, the other party shall also indemnify Mistras against all costs, damages and interest which are the consequence of such claims by third parties.

9.9 Mistras is not liable for decisions made on the basis of reports and/or certificates issued by Mistras.

9.10 The aforementioned liability limitations and/or exclusions do not apply if damage is the result of an intentional or deliberately reckless failure by Mistras and/or its managerial staff.

9.11 The recognition of an erroneous measurement, whether or not in writing, shall not imply recognition of a claim.

9.12 Any claim against Mistras shall expire three months after the other party has discovered the shortcoming or when in all reasonableness it should have discovered it.

Article 10. Invoicing and Payment

10.1 Work orders and/or other timesheets signed by the other party provide evidence that the other party was satisfied with the work performed. They are binding for invoicing

purposes, and under no circumstances shall they lose their validity after a certain period.

10.2 If Mistras has already partially met its obligations or can only partially fulfil its obligations in the event of force majeure as referred to in Article 4.7, it is entitled to separately invoice the part already performed and the part to be performed.

10.3 The other party shall inform Mistras by registered letter, fax or email within 8 days after the invoice date of any disagreement with the invoice. Complaints submitted more than 8 days after the invoice date shall be considered unfounded.

10.4 Invoices must be paid within 30 days of the invoice date. If payment is late, the invoice shall be increased, automatically and without prior notice, by fixed damages compensation of 10 % with a minimum of € 150 and the statutory interest as described on Book 6 Article 119a of the Dutch Civil Code. If the other party fails to meet its obligation to pay, then the other party shall be liable to pay all relevant recovery costs due from the moment they arise.

10.5 If Mistras' invoices are not paid in time, or if the other party's property is seized by the courts, or if the other party is granted suspension of payments or is declared bankrupt, then Mistras is entitled to extend the completion date for performing the agreement with the period of time during which the other party is or was in default, or to dissolve the agreement, without prejudice to Mistras' right to claim damages. In case of seizure, suspension of payments or bankruptcy as referred to in this paragraph, any claims from Mistras against the other party shall become due and payable immediately.

10.6 The other party is not entitled to offset any claims against Mistras.

10.7 Notwithstanding the above, Mistras may at any time require a security in the form of an advance or an irrevocable bank guarantee from the other party for the entire term of the agreement, and in the absence of immediate compliance suspend the performance of the agreement.

Article 11. Applicable law and disputes

11.1 If any provision of these general terms and conditions is wholly or partially invalid or

unenforceable, the remaining provisions shall remain fully in force. In such circumstances, Mistras and other party shall agree a new provision to replace the invalid or unenforceable provision, where the purpose and intent of the invalid or unenforceable provision shall be observed as far as possible.

11.2 Dutch law is applicable to all Mistras' offers, quotations and agreements. Any disputes between Mistras and the other party shall be settled exclusively by the competent court in Rotterdam.

Article 12. Miscellaneous

12.1 Unless it has Mistras' written permission, the other party undertakes not to employ any of Mistras' staff or use them in any other way to perform work for the other party, neither during performance of the agreement nor within 2 years after performance of the agreement on penalty of an immediately payable penalty of 4 times the gross annual salary of the Mistras employee.

12.2 The other party shall not transfer any rights arising from the agreement to third parties without the prior written consent of Mistras.

12.3 These general terms and conditions supersede all previous versions.

Mistras Group BV
Hofweg 15
3208 LE Spijkenisse
www.mistras.nl