

Netherlands Ministry of Defence  
Defence Materiel Organisation  
Directorate of Material Logistics  
p/a De Kromhout Kazerne  
Herculeslaan 1  
3584 AB Utrecht (NL)



Date: 28 April 2020  
Subject: Force Majeure

Dear Art. 10 (2) (e)

Regarding your letter of 14th of April we like to commend on:

1. Germany, Italy and Belgium have locked down all factories and until now we understand that mid-May most of them will start up. This is common knowledge and in all the news;
2. Art. 10 (2) (g) [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
3. A plan of action is wishful, but not realistic. We only can offer you rental machines, not 4x4, to cover any time loss and till production has been started to deliver.

Due to these circumstances we still remain on the position that we rightfully can invoke:

**ARTICLE 19: NON-IMPUTABLE FAILURES (FORCE MAJEURE)**

*To the extent that a failure to perform an obligation cannot be imputed to the Supplier, he shall not be in default nor be liable for damages nor owe any penalty, provided that he has notified the State of the failure and the reason thereof without delay and in any case within the period agreed for the performance of the obligation.*

With kind regards,

Art. 10 (2) (e)

Project Manager LiSa