

General Terms and Conditions of van Rheenen trading, version 1.0, 20 April 2016

These General Terms and Conditions of van Rheenen trading, with its registered office on the Heidelaan 15, 6721 CK in Bennekom, The Netherlands, have been deposited in the trade register of the Chamber of Commerce. These General Terms and Conditions can also be consulted on the website: www.vanrheentrading.com and an example will be sent upon request. These general terms and conditions will be referred to as '**General Terms and Conditions**'.

CHAPTER A - GENERAL PROVISIONS

1 General

- 1.1 In the following text, we are referring to van Rheenen trading ("VRT") and the other existing and future VRT group companies when we use the word "contractor" and to the customer when we use the word "client". Contractor and the client will together be referred to as '**parties**' and individually as a '**party**' in the following.
- 1.2 All the provisions in these terms and conditions are effective between the parties when these General Terms and Conditions are part of offers for and agreements in respect to the performance of deliveries and/or services by the contractor, as long as both parties have not explicitly agreed otherwise in writing. No addition or variation and/or waiver in respect to these General Terms and Conditions has any legal effect, except when specifically agreed in writing by the contractor. A reference by the client to his own purchasing, tendering or other conditions will not be accepted by the contractor.
- 1.3 In these delivery terms and conditions, the following refer to:
 - a. "equipment": all machines, systems or accompanying parts that have been designed and produced or installed by VRT, in its own facilities or elsewhere;
 - b. "contractor": every VRT group company that refers to these General Terms and Conditions in its offers;
 - c. "client": those to whom the aforementioned offer is addressed;
 - d. "agreement": an offer or signed agreement in respect to the sale of equipment, as well as the execution of deliveries and/or services by a contractor for the client;
 - e. "product": equipment or services supplied by contractor, such as maintenance, advice, inspection and project management.

2 Offers

- 2.1 Offers from the contractor are without obligation.
- 2.2 Offers are based on the execution of the agreement by the contractor in normal conditions and during normal work hours.

3 Agreements

- 3.1 An agreement between contractor and client is established at the moment an offer referring to these General Terms and Conditions and including a copy of them is sent to client by the contractor or the date of the written order confirmation in which these General Terms and Conditions are referred to and which include a copy.

- 3.2 All the goods delivered and/or installed in consultation with the client, whether specified in writing or not, by the contractor during the execution of the agreement that are extra to those explicitly specified in the offer, agreement or the order confirmation, and/or the work he performs extra to the work explicitly specified in the offer, agreement or order confirmation are deemed to be additional work.
- 3.3 Verbal promises by or agreements with the contractor's subordinates do not commit the contractor until and as long as they are confirmed by him in writing.
- 3.4 Fulfilment of the contractor's obligations arising from an offer, agreement or written order confirmation is subject to the suspensive condition that export licences for shipping the products, if required, are received by the contractor. Furthermore the contractor is not committed to any obligations resulting from the agreement which can be regarded directly or indirectly as a breach of the relevant law and/or legislation. Non-fulfilment of the aforementioned suspensive condition will never constitute a shortcoming in the contractor's compliance with an offer, agreement or order confirmation and contractor will never be liable to client for being unable to execute the services stated in the offer, agreement or written order confirmation for that reason or any other. The provision in article 20 part 6 is applicable.

4 Prices

- 4.1 The prices given to the client by the contractor are exclusive of sales tax and other governmental taxes applying to the sale and delivery, if applicable and are, in as far as relevant to the sale and delivery of equipment, based on delivery ex works factory according to Incoterms 2000 "Ex Works" valid on the date of the offer, except when specified differently in these terms and conditions. Factory is given to mean the contractor's company premises.
- 4.2 The price stated in the offer is valid for a period of ninety (90) days, unless parties explicitly agree otherwise in writing. The contractor is authorised to increase the agreed price accordingly if one of more of the cost price factors undergoes an increase after the date the agreement is realised, even if this is the result of a foreseen circumstance.
- 4.3 If the offer price is issued in a currency other than Euros at the request of the client, the contractor retains the right to adjust the offer price in such a way that the difference in the exchange rate between the currency at the moment the offer is issued and the moment the offer is accepted is cancelled out.
- 4.4 Any work (additional) that falls outside the scope of the offer, agreement or written order confirmation will be estimated and budgeted by the contractor before implementation. Should an immediate repair be required in a specific case, the repair will be executed by the contractor without the need for a budget, provided the client so authorises in writing at the time of performance. The contractor is authorised to separately invoice the additional work he carries out. The rules in part 1 and part 2 of this article will correspondingly apply to the calculation of additional work.
- 4.5 The client will bear the cost of any delays and/or interruptions he causes to the work.
- 4.6 Drafting or calculating budgets and plans will not be charged separately, unless agreed otherwise by the parties. The cost of new drawings, estimates, calculations, descriptions, models of tools, etc. will be charged if they have to be made by the contractor for subsequent orders. In similar cases the contractor will provide the client with a new offer to which these General Terms and Conditions will fully apply.

- 4.7 The contractor is not committed to the price stated in the offer. Contractor may change his prices at any time and inform client of the price change in writing. The price change will apply fourteen (14) days after the date of notification.

5 Independent Parties

- 5.1 The contractor acknowledges that he is an independent entity who enters into agreements and agreements in his own behalf bearing the economic and business risks and perils inherent to his activity, and declares that he is not an employee, agent or partner of the client.

6 Contractor's obligations

- 6.1 The contractor is not bound to commence the agreed work / delivery if and insofar as the client has not confirmed the order in writing.
- 6.2 The contractor declares and guarantees to the client that all his tax and employment obligations have been paid.
- 6.3 The contractor undertakes to provide the products and/or services using qualified personnel recruited by the contractor, either as employees or through independent or external subcontractors.
- 6.4 Under no circumstances will the contractor be held responsible for any liability, loss, claim, damage, expense or cost incurred by the client (including claims by third parties) as a result or consequence of an act or omission of the contractor for an amount greater than the price paid by the client to the contractor in the twelve (12) months prior to the date of the claim. Any loss, claim, damage, expense or cost that the contractor accepts pursuant to the foregoing provision will be immediate, current and definitive in nature and will be properly documented. The client must initiate the claim within fifteen (15) days after the date the act or omission by contractor which caused the loss, claim, damage, expense or cost becomes known.
- 6.5 If required, the contractor will draft a detailed report of all the signed agreements he is involved in with the client.

7 Client's obligations

- 7.1 The client must pay the contractor for the accepted order, the product purchased or the services to be supplied on time and by the agreed method.
- 7.2 The client must draft and execute a liability policy with a reputable insurance company, which covers the contractor's employees, or subcontractors who work in the client's premises. The contractor may request a copy of said policy and a copy of proof of payment thereof every year.
- 7.3 The client declares and guarantees to the contractor that he complies and will continue to comply with the coordination regulations for business activities in regard to those employees or subcontractors rendering their services at the client's premises. Each of the contractor's employees who is assigned to and works at the client's premises will be promptly informed about the potential risks inherent to supplying the service.
- 7.4 The contractor's employees or subcontractors who have been appointed to execute the agreement will provide the client with a copy of the technical assistance report for the days they have worked at the client's premises. The client must sign such reports and make any comments he deems appropriate.

- 7.5 The client declares and guarantees to the contractor that he complies and will comply with all applicable laws and regulations during the duration of the agreement, he particularly guarantees that:
- a. he respects the natural environment and employs appropriate measures to contribute to its sustainability;
 - b. he respects universal human rights and personal privacy;
 - c. he rejects and does not use any type of "Child" labour (the term "Child" as used here means a person younger than sixteen years of age, or younger than the minimum age designated in the applicable jurisdiction for employees, if this minimum age is older than sixteen (16));
 - d. all of his employees and sub-contractors, if applicable, are provided with a working environment that is safe, healthy and in compliance with applicable laws;
 - e. the main contractor and his sub-contractors, if applicable, comply with all applicable wage laws and fair employment practices, including but not limited to the practice of non-discrimination on the basis of race, religion, national origin, political affiliation, sexual preference, or gender (except when required by any applicable law to treat a specific group of individuals differently) and of non-violence, harassment or abuse;
 - f. he will not make and does not allow his employees and/or sub-contractors to make, whether directly or indirectly, any cash payments, payments in kind or any other payments to individuals or through them to the bodies they represent to obtain or maintain business or other benefits; and
 - g. he protects and has confidential information protected, and uses it in a proper manner and not for personal gain.

8 Payment

- 8.1 If not otherwise agreed, payment of the agreed price for the order will occur in accordance with the following:
- a. For projects
 - I. 30% to be paid no later than three (3) workdays after written acceptance by client of this offer
 - II. 60% to be paid during execution of the project, by monthly payment of an advance sum of [**] Euros no later than the fifth (5th) day of each month in which the project is executed, unless explicitly agreed otherwise. If payments of the intended 60% fall short, they will be added to the last instalment and paid to the contractor, while any surpluses will be deducted from the last instalment to be paid to the client.
 - III. 5% to be paid no later than five (5) workdays after the montage/installation of the project (in accordance with the provision in article 22 part 7 jo. article 20 part 5 of the General Terms and Conditions); and
 - IV. 5% to be paid no later than five (5) workdays after completion of the project by means of inspection or an acceptance test (in accordance with the provision in article 23 part 2 jo. article 20 part 5 of the General Terms and Conditions); and
 - b. For delivery of equipment:

Unless agreed otherwise payment, Pre Payment, must be made before shipment or within thirty (30) days of the invoice date via a deposit or funds transfer into the bank account indicated by van Rheenen trading. Van Rheenen trading is entitled to grant a discount or payment reduction, which will be notified in advance. The date on van Rheenen trading's bank or giro statement when the payment is recorded as received applies as the date on which the payment has occurred;
 - c. Payment for other orders and extra work must be made no later than fourteen (14) days after the date of the invoice sent by contractor for these services.

- 8.2 A second opinion from or on behalf of client about measurements, tests or validations carried out by client does not affect the client's obligation to pay the invoices for services provided within that framework.
- 8.3 Payment of additional remunerations for equipment supplied and services provided must be settled in accordance with the provisions in the relevant offer, agreement or written order confirmation.
- 8.4 All payments must be made without any deductions or settlement at the contractor's office or to an account indicated by him.
- 8.5 If the client does not pay within the agreed periods, he will be deemed to be in default by operation of the law and the contractor will have the right to charge him interest commencing on the first expiry date, without any proof of default, at a rate of 3 points more than the legal interest applying in the Netherlands, and also all the judicial and extrajudicial costs of collecting his claim.
- 8.6 If the client does not pay within the agreed periods, the contractor reserves the right to defer (further) deliveries and to recover products already delivered after notifying the client. The contractor thereby has the benefit right of not resuming the delivery until the sums owed have been paid by the client and is authorised in this case to terminate the agreement, whereby compensation for the costs incurred and damage resulting from the termination will be recovered from the client.
- 8.7 If payment of the price is to be made by direct debit, the client explicitly waives any right he may have to reject the debited sums, except in cases where an error exists in the amounts debited.

9 Liability

- 9.1 With the exception of gross negligence on the part of the contractor, the contractor's liability is limited to direct damage and to the sum the contractor has already received from the client at the moment the damage in question occurs, or to the total sum of the accepted order if invoiced in one instalment.
- 9.2 Notwithstanding the provision in part 1 of article 9, the contractor's liability to compensate for damage is always limited to the amount the contractor would receive under his insurance policy in similar cases, except in the case of gross negligence on the part of the contractor.
- 9.3 Liability for indirect and/or consequential damage, including but not limited to loss of income, other indirect damage and damage as a result of liability to third parties is explicitly excluded.
- 9.4 The client is therefore not liable for:
- a. Violations of patents, licences or other third party rights resulting from the use of data provided by or on behalf of the client;
 - b. Damage or loss of raw materials, semi-finished products, models, tools and other goods made available by the client by whatever means.
- 9.5 If the contractor helps and assists in any way with the assembly, if assembly is not part of the order, this will be at the risk of the client.

- 9.6 The client is obliged to indemnify respectively compensate the contractor for all third party claims for damage compensation, for which the contractor's liability in the relationship with the client is excluded in these terms and conditions.

10 Intellectual and industrial property rights

- 10.1 Intellectual and industrial property rights in respect to the products in this agreement, as well as technical information, know-how, drawings, specifications or any other documents relating to this agreement, will be kept by the contractor or van Rheenen trading, even if this material or these intellectual or industrial property rights have only been created or developed for or in collaboration with the client.
- 10.2 The client declares and agrees that the agreement does not ever contain or imply a licence for the intellectual or industrial property rights of the contractor. Consequently, the client will not acquire any rights to the contractor's intellectual or industrial property rights either during the duration or after the agreement ends.
- 10.3 The client is responsible for a potential infringement of the intellectual property rights of third parties if the contractor delivers a product to the client that has been adapted to the client's special requirements or specifications, and the client will indemnify the contractor from all claims, loss or costs resulting from a similar potential infringement
- 10.4 The contractor does not guarantee that the use of the delivered products will not infringe on the intellectual property rights of third parties. No rights can be derived from advice given in regard to this subject.
- 10.5 The client may not use trademarks belonging to the contractor and affiliated enterprises.

11 Confidentiality

- 11.1 The Parties may exchange information concerning their businesses, technologies and the contractor's designs and other industrial secrets during the preliminary negotiations and contact prior to signing and entering into the aforementioned agreement and during its duration. The Parties undertake to treat such information as confidential and not to disclose it to third parties without prior written consent from the other Party. The aforementioned obligation of confidentiality will remain valid and in force during the duration of the aforementioned agreement, and for an indefinite period after the agreement ends.
- 11.2 In particular, the party receiving the confidential information will undertake:
- to keep this information confidential and to limit access to persons and employees who must see it for the purpose of executing the agreement.
 - not to use this confidential information for any purpose other than the correct execution of the agreement.

12 Personal Data Protection

- 12.1 it could occur that the contractor has to provide the Client with his employees' personal data. In accordance with the provisions in the Personal Data Protection Act, and if he has had access to personal data, the client:
- a. will treat the personal data provided by the contractor in accordance with the instructions given by the contractor and only use it to guarantee compliance with the agreement,
 - b. will never temporarily or permanently communicate or transfer the personal data to third parties,
 - c. will ensure implementation of the technical and organisational security precautions necessary to combat unauthorised access to, use of or publication of personal data, as well as combat the destruction or unintended or unlawful damage, loss or modification and other illegal processing methods of this data, and
 - d. to destroy the personal data and the storage place for this data as soon as the data no longer needs to be kept by the client and, in any case, when the agreement ends.
- 12.2 The parties undertake to comply at all times with the requirements set out by law for the protection of personal data and the legislation that may be applicable with regard to the protection of personal data.
- 12.3 The contractor acknowledges that the legislation on personal data protection provides a series of obligations for the handling of personal data, among which the important prohibition on transfers of personal data without the proper authorisation from the legal holder of the personal data, in the event that the contractor has access to and/or handles personal data pertaining to the client. To such end, the contractor will:
- a. keep the personal data for which the client is responsible as holder and the data obtained pursuant to the aforementioned agreement in the strictest confidence.
 - b. use such information only in accordance with the instructions given by the client.
 - c. not apply nor use the data for purposes other than those stated in the aforementioned agreement nor communicate it to other people, even for the purpose of preserving it, unless a third party is used as sub-contractor to execute all or part of the work.
 - d. implement security precautions in accordance with the provisions in the legislation in respect to the protection of personal data on his computer systems which store said data.
 - e. destroy all personal data, as well as any media or documents containing any such personal data, after completion of the work. The contractor may retain the data duly blocked to prevent its handling in all cases, except in the case of disclosures to public authorities, judges and courts, for the consideration of potential liabilities arising from the handling thereof, and only during the term mandated by the statute of limitations corresponding to said liabilities.

13 Force Majeure

- 13.1 Force majeure is understood in these General Terms and Conditions to mean any circumstance outside the power of the contractor which temporarily or permanently impedes compliance with the agreement, even if it could be foreseen at the time the agreement was realised; as well as war, risk of war, civil war, riots, labour strikes, lock outs, transport difficulties, fire and other serious interruptions in the contractor's or his supplier's company if not already included.

14 Deferment and termination

- 14.1 If execution of the agreement is prevented by force majeure, the contractor is authorised without intervention by the court either to defer execution of the agreement for a period no longer than six (6) months, or to partially or fully dissolve the agreement, without being liable for any form of compensation.
- 14.2 The contractor is authorised during the deferment and obliged at the end to choose execution or partial or full dissolution of the agreement.
- 14.3 In cases of deferment and dissolution pursuant part 1, the contractor is entitled to expect immediate payment for the base materials, materials, parts and other things he has reserved, processed and manufactured for the execution of the agreement at the value that can be reasonably assigned. In the case of dissolution pursuant part 1, the client is obliged to recover the goods mentioned after payment of the sum owed by virtue of the previous sentence. If he fails to do so, the contractor is authorised to put the goods into storage for the account of and at the risk of the client and/or to sell them at his expense.
- 14.4 The client has the right to dissolve the part of the order that has not yet been executed if the delivery of a product or the provision of services suffers a delay of longer than six (6) months due to force majeure, with payment of a reasonable sum for the already executed part. The client does not have the right to any form of damages or compensation.
- 14.5 The contractor is entitled to either defer execution of each of these agreements for a period of no more than 6 months or to partially or fully dissolve them, without proof of default and without legal intervention, if the client does not comply, does not comply properly or on time to any obligations resulting from the agreement drawn up with the client or in a related contract and/or if there are grounds to fear that the client is not or will not be able to comply with his contractual obligations to the contractor, as well as in the case of bankruptcy, suspension of payment, shut down, liquidation or partial transfer of the client's company, whether with certainty or not, including the transfer of an important part of his claims; this all without being liable for any form of damage compensation or guarantee and without prejudice to any of his future rights. The contractor is authorised during the deferment and obliged at the end to choose execution or partial or full dissolution of the deferred agreement.
- 14.6 In the case of deferment pursuant part 3, the agreed price is immediately claimable, under deduction of the already settled instalments and the costs saved by the contractor as a result of the deferment and the contractor is entitled to put the base materials, materials, parts and other things he has reserved, processed and manufactured for the execution of the agreement into storage for the account of and at the risk of the client. In the case of dissolution pursuant part 3, the agreed price, if there has not been a prior deferment, is immediately claimable, under deduction of the already settled instalments and the costs saved by the contractor as a result of the deferment, and the client is obliged to pay the aforementioned sum and to recover said goods. If he does not, the contractor is entitled to put these goods into storage for the account of and at the risk of the client and/or to sell them at his expense.

15 Transfers and sub-contractors

- 15.1 Transfer by the client of rights and obligations from any offer, agreement or written order confirmation and these General Terms and Conditions requires the written permission of the contractor.
- 15.2 The contractor may partially or fully transfer his rights and obligations from any offer, agreement or written order confirmation and these General Terms and Conditions at any moment to a group company of the contractor. This assignment will become effective on the calendar date following the notice of the assignment sent to the client.
- 15.3 The contractor is free to sublet all or part of the execution of the agreement to a sub-contractor.

16 Miscellaneous

- 16.1 The client cannot annul an agreement or written order confirmation or part of it unless contractor explicitly accepts written notification of the annulment.
- 16.2 Contractor retains the right, regardless of previous waivers, to terminate the agreement at any time by sending the client written notification fifteen (15) days prior to the termination in the following circumstances, without the client having any right to compensation;
- a breach of a provision in the contractor's General Terms and Conditions;
 - the appointment of a legal curator to administer the property of the client;
 - the development of a situation where it can be reasonably assumed that the contractor's rights will no longer be protected and/or in where it can reasonably be assumed that client will not comply with his obligations in the agreement or written order confirmation;
 - the client's structural and overt non-compliance with his payment obligations.
- 16.3 In such a case as mentioned in article 15 part 2, all payments owed to the contractor by virtue of the agreement must be made immediately, in any case they are immediately claimable.
- 16.4 The other provisions in these General Terms and Conditions will remain in force if a provision proves to be invalid or defeasible. Parties will consult with each other in order to find a replacement that is legally valid and is in keeping with the intent of the provision to be replaced.
- 16.5 If the contractor does not appeal or appeals too late for a right or legal remedy available to him by virtue of the general terms and conditions, it will not be considered as a waiver of these rights or legal remedies. Also (part) appeals to a right or legal remedy available to the client pursuant these General Terms and Conditions or the law does not mean that the client cannot or may not appeal to this right or legal remedy in the future.

17 Disputes

- 17.1 All offers, agreements, deliveries and services produced or brought out, entered into, performed or executed by or on behalf of van Rheenen trading shall be governed in all respects, including all matters of construction, validity and performance, by and construed and enforced in accordance with, the laws of the Netherlands.
- 17.2 The united Nations convention on the international Sale of Goods shall not apply to this agreement.
- 17.3 The parties consent and agree to the exclusive jurisdiction of the court in Arnhem, Netherlands with respect to any action that any party desires to commence arising out of or in connection with this agreement or any breach or alleged breach of any provision hereof.

18 Applicable law

- 18.1 Dutch law, applicable in the Kingdom of the Netherlands in Europe, applies to all agreements to which these terms and conditions fully or partially apply.

CHAPTER B - SPECIAL PROVISIONS FOR THE DELIVERY OF EQUIPMENT

19 Drawings, calculations, descriptions, models, tools, etc.

- 19.1 The data on images, drawings, size and weight lists, etc. is only binding if and in as far as it is part of a contract signed by the parties or in an order confirmation signed by the contractor.
- 19.2 The offer issued by the contractor, as well as the drawings, calculations, software, descriptions, models, tools, etc. he has made or provided remain his property, regardless of whether costs have been charged for them. The information that is implicit to or at the basis of the manufacture and construction methods, products, etc. remains the exclusive preserve of the contractor, even if it has been charged. The client guarantees that the relevant information will not be copied, shown to third parties, published or used without written permission from the contractor, except for the execution of the agreement.

20 Delivery time

- 20.1 The delivery time commences at the latest at the following times:
- the day the agreement is realised;
 - the day the contractor receives the documents, data, licences, etc. necessary for the execution of the agreement;
 - the day the formalities required before the work commences are fulfilled;
 - the day the contractor receives the advance payment which must be settled before the work commences in accordance with the agreement.
- 20.2 If a delivery date or week has been agreed, the delivery time will be the period between the date the agreement was realised and the delivery date or week.
- 20.3 The delivery time is based on the working conditions at the time the agreement was signed and the timely delivery of the materials ordered by the contractor to execute the work. The delivery time will be extended for as long as necessary if delays that are not the fault of the contractor occur as a result of changes in the working conditions or because the materials ordered for the execution of the work are not delivered on time.
- 20.4 The contractor will provide the client with progress reports during the execution of the agreement, which will inform the client of any expected delays and the expected delivery date.
- 20.5 In respect to the delivery time, the product is considered to be delivered when it is ready for inspection, if inspection in the client's company has been agreed, and when it is ready for dispatch in the other cases; this all after the client has been informed in writing and without prejudice to his compliance with potential assembly/installation obligations.

- 20.6 The delivery time will be extended by the duration of the delay on the side of the contractor which has occurred as a result of the client's non-compliance with any obligation arising from the agreement or the required cooperation in respect to the execution of the agreement, without prejudice to the other terms and conditions pertaining to extending the delivery time.
- 20.7 The contractor has the right to make provisions to put the product into storage at the expense of the client if the client cannot accept the product on the agreed delivery date, for whatever reason. The client bears the risk for loss or damage to the product, as though it had already been delivered.
- 20.8 The client does not have the right to fully or partially dissolve the agreement if the delivery time is exceeded, except in the case of gross negligence on the part of the contractor. The client does not have the right to work or have work performed without judicial authorisation in order to execute the agreement if the delivery time is exceeded for whatever cause.
- 20.9 A contractual penalty for exceeding the delivery time must be deemed to replace the client's potential right to damage compensation. Such a penalty is not due if the delivery time is exceeded as a result of force majeure.

21 Delivery

- 21.1 The client is responsible for the transport of the product, unless parties have explicitly agreed otherwise in writing.
- 21.2 The client is responsible for acquiring any import licences that may be required and bears the cost of any import levies.
- 21.3 The client will comply with all the relevant rules and legislation pertaining to the export of goods and technology and, if necessary, will not export the delivered product again without permission from the relevant authorities. The client will indemnify any costs the contractor may have due to non-compliance with the rules and legislation and compensate the contractor for the costs on an Euro-for-Euro basis.
- 21.4 The contractor will provide transport for the product at the request and the expense of the client and the product will be insured for the normal transport risks. The contractor will only be liable for a sum up to the amount the insurance company would pay out in the case of loss or damage whether or not it is caused by negligence on the part of the contractor, the shipper or any other person.
- 21.5 The transport of the product by the contractor may be carried out several goes.
- 21.6 The contractor may terminate the agreement immediately if the Dutch authorities do not permit or prevent delivery of the products.
- 21.7 The product packaging is not included in the price and will be charged separately. Packaging will not be taken back.

21.8 The cost of loading and unloading and of transporting the base materials, semi-finished products, models, tools and other goods made available by the client is not included in the price and will be charged separately. To this end the costs paid by the contractor will be regarded as an advance on the client's debt.

22 Assembly/Installation

22.1 If agreed, the contractor will assemble and install the product and can extend supervisory services for an agreed period. The costs involved and the compensation will be charged to the client.

22.2 If the contractor has agreed to assemble the product, the price is calculated inclusive assembly and operational delivery of the product at the location stated in the offer, agreement or written order confirmation and includes all costs, except the costs that are not included in the price according to the previous parts. Costs made due to impossible weather conditions will be passed on if applicable.

22.3 The client is responsible to the contractor for the correct and timely execution of all the designs, provisions and/or conditions that are necessary for setting up the product to be assembled and/or the correct operation of the product once assembled, except and in as far as the execution is performed by or on behalf of the contractor in accordance with or because of the latter data provided and/or prepared drawings.

22.4 Without prejudice to the provision on part 1, the client will, on his account and at his risk, ensure that:

- a. as soon as the contractor's personnel arrive at the location, they can begin and continue their work during normal work hours and outside normal work hours if deemed necessary by the contractor, as long as he informs the client of this on time;
- b. suitable accommodation and/or all the provisions for the contractor's personnel required by government regulations, the agreement and the use are available;
- c. the access roads to the location for the set-up are suitable for the transport required;
- d. the location indicated for the location is suitable for storage and assembly;
- e. the locked storage locations required for materials and tools and other goods are available;
- f. the necessary and usual auxiliary workers, auxiliary tools, auxiliary and operational materials (fuel, oil and grease, polishing and other small materials, gas, water, electricity, steam, compressed air, heating, lighting, etc. included) and the measuring and testing equipment normally used in the client's company will be available to the contractor on time and without cost in the right place;
- g. all the necessary safety and precautionary measures have been taken and will be enforced and that measures have been taken and will be enforced for complying with the applicable government regulations within the scope of assembly/installation;
- h. the dispatched goods are present in the right location at the start of and during the assembly.

22.5 Damage and costs incurred due to non-compliance or late compliance with the conditions in this article will be charged to the client.

22.6 Article 19 applies correspondingly to the assembly/installation time.

23 Inspection and acceptance testing

- 23.1 The client will inspect the product no later than fourteen (14) days after completion/delivery as referred to in article 20 part 5, respectively no later than 14 days after assembly/installation has been completed if assembly/installation has been agreed. The product is deemed to be irrevocably and unconditionally accepted if this period passes without written and specified notification of substantiated complaints from client.
- 23.2 If an acceptance test has been agreed, the client will give the contractor the opportunity to carry out the necessary tests as well as to install the improvements and changes deemed necessary by the contractor after receipt or, if assembly/installation has been agreed, after assembly/ installation. The acceptance test will be carried out immediately contractor requests it and with the contractor present. The product is deemed to be irrevocably and unconditionally accepted if the acceptance test is carried out without immediate specified and motivated complaints and if the client does not comply with his aforementioned obligations.
- 23.3 The client makes the necessary facilities for the acceptance test and any other test available to the contractor, including those referred to in article 21 part 4 sub f, as well as sufficient quantities of representative samples of any materials to be treated or processed, on time and without cost at the right location so that the conditions of use for the product foreseen by the parties can be imitated as much as possible. Part 2 of article 23.2, the last sentence, is applicable if the client does not comply with this.
- 23.4 The product will be deemed to be accepted irrespective of these shortcomings in the case of insignificant shortcomings, particularly those that do not have or hardly have any influence on the foreseen use of the product. The contractor will still remedy these shortcomings as quickly as possible.
- 23.5 Acceptance according to the previous parts will exclude every claim by the client in respect to a shortcoming in the performance of the contractor, without altering the contractor's responsibility to comply with his guarantee obligations.

24 Transfer of risk and ownership

- 24.1 The client will bear the risk for all direct and indirect damage, which may have been caused on or by this product directly after the product has been deemed to have been delivered in the sense of article 20 jo. article 22/23, except when it can be blamed on gross negligence on the part of the contractor. The contractor is authorised to charge the client for the costs he has made for storing the product if the client neglects to accept the product after notice of default.
- 24.2 Without prejudice to the previous part and the provision in article 20, ownership of the product first transfers to the client when he has fully and unconditionally settled payment to the contractor for deliveries or work, including interest and costs.
- 24.3 In such cases, the contractor will be entitled to unimpeded access to the product. The client will grant the contractor his cooperation in order to give him the opportunity to practice the retention of title included in part 2 by taking back the product, including any dismantling that may possibly be required.

25 Guarantee

- 25.1 Without prejudice to the limitations that follow, the contractor guarantees both the adequacy of the product he has delivered and the quality of the material used/delivered, in as far as this relates to faults that were not observed during the inspection respectively acceptance test and which the client can prove have occurred within the 12 months after delivery, according to articles 20 up to and including article 23, solely and principally as a direct result of a fault in the construction used by the contractor or the result of a faulty finish or the use of sub-standard material.
- 25.2 Part 1 is applied correspondingly to faults that were not observed during an inspection respectively acceptance test of which the cause can solely and principally be found in inadequate assembly/installation by the contractor. If the contractor assembles/installs the product, the guarantee period of 12 months referred to in part 1 commences on the date of the order invoice sent by the contractor to the client, respectively the last instalment if the payment is made in instalments.
- 25.3 On condition the contractor is informed within ten days of the fault being discovered, he will remedy faults under the guarantee referred to in part 1 and part 2 by repairing or replacing the faulty part, at the contractor's company or not, or by sending a replacement part; the contractor will decide which. All costs exceeding the sole obligation described in the previous sentence, such as but not limited to transport costs, travel and accommodation expenses as well as the cost of dismantling and assembly will be charged to the client.
- 25.4 The contractor can also comply with the guarantees given in part 1 and part 2 of article 25 by recovering the delivered product when the purchase sum has been returned.
- 25.5 Faults fall outside the guarantee if they are the full or partial result of the following:
- non-compliance with operating and maintenance instructions and/or use other than the normal foreseen use;
 - normal wear and tear;
 - assembly/installation or repair by third parties, including the client;
 - the application of any government instruction in respect to the nature and quality of the materials used;
 - the application of used materials respectively goods in consultation with the client;
 - materials or goods that have been provided by the client for processing by the contractor;
 - materials, goods, methods of work and constructions, in as far as they are used on the explicit instructions of the client, as well as materials or goods supplied by or on behalf of the client;
 - parts obtained by the contractor from a third party, in as far as the third party has not provided the contractor with a guarantee.
- 25.6 The contractor is not obliged to give any guarantee, however named, in respect to these agreements if the client does not, does not properly or timely comply with any obligation resulting from the agreement drawn up with the contractor or from a related agreement. Any claim on the guarantee lapses if the client starts to dismantle, repair, carry out other work or have any other work carried out in respect to the product without prior written permission from the contractor.

- 25.7 Claims in respect to faults must be made in writing as soon as possible after the fault is discovered but no later than 14 days after expiry of the guarantee period. All claims against the contractor in respect to the faults will lapse if any period is exceeded. Legal claims must be made within 1 year of the timely complaint under penalty of expiry.
- 25.8 If the contractor replaces parts/product in order to meet his guarantee obligations, these replacement parts/products will be the property of the contractor.
- 25.9 In respect to repair or revision work or other services carried out by the contractor, the adequacy of the execution of the assigned task will only be guaranteed for a period of 12 months, unless agreed otherwise. In the case of the relevant work being inadequate, this guarantee includes the sole obligation of the contractor to re-execute the work in as far as it is not adequate. The second sentence in part 3 applies correspondingly in that case.
- 25.10 No guarantee is given in respect to inspections, advice and other similar work carried out by the contractor.
- 25.11 Alleged non-compliance by the contractor with his guarantee obligations does not relieve the client of the obligations arising from any agreement drawn up with the contractor.

26 Safety

The contractor guarantees the safety of his products, provided they are correctly installed and used by the client in accordance with the accompanying operating and maintenance instructions. The client bears the risks in regard to the use of the supplied products and guarantees that the persons who come into contact with the supplied products in whatever way receive adequate training in respect to their dealings with the supplied products and are familiar with the safety documents provided free of charge by the contractor.

CHAPTER C - SPECIAL PROVISIONS IN REGARD TO THE PROVISION OF SERVICE

27 Duration and termination

- 27.1 (Fixed-term) agreements for the provision of services, other than project management and once-only advice and/or inspection services, will be commenced for an initial period of three (3) years, unless explicitly agreed otherwise between the parties. Once the initial period has passed, the agreement will be tacitly extended for periods of one (1) year, unless the agreement is terminated by one of the parties with due regard to a period of notice of three (3) months.
- 27.2 The agreement will be terminated in writing by means of a registered letter to the other party.
- 27.3 Agreements for the provision of services in the field of project management are commenced for the duration of the project and end automatically when the project is completed in accordance with the applicable conditions as described here.
- 27.4 Notwithstanding the provisions in the previous parts of this article, the provisions in article 13 are fully applicable to the agreements for the provision of services, including the agreements in the field of project management.

28 Reimbursements

- 28.1 The prices and reimbursements stated in the offer for the provision of services apply for the calendar year in which the order for the provision of services is awarded to the contractor.
- 28.2 Prices and compensation will be indexed annually per 1 January with a reasonable percentage, which is never more than five (5) percent.