

**GENERAL TERMS AND CONDITIONS FOR MACHINE ENGINEERING,
PRODUCTION AND INSTALLATION IN THE COCOA AND CHOCOLATE INDUSTRY**

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Netherlands, filed with the office
of the court of Noord-Holland,
location Zaanstad on
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neutral form and vice versa;
referral to a singular noun shall
also be supposed to denote
referral to its plural and vice
versa.

All copyrights to these Terms and
Conditions are explicitly reserved.

1.2 These Terms and Conditions apply to
Any offers, tenders submitted,
quotes, effected agreements and
their implementation, and services
and deliveries executed and to be
executed by or on behalf of the
Supplier. Any deviations from these
Terms and Conditions shall only be
effective if so agreed in writing
between the Supplier and the
Contracting Party.

A. SALES AND DELIVERY AGREEMENTS

1. General

1.1 In these Terms and Conditions, the
terms below have the following
meaning:

- Terms and Conditions (spelled with
capital T and C): these Terms and
Conditions;
- Supplier (spelled with capital S):
the private limited company Royal
Duyvis Wiener B.V., established at
(1541 KD) Koog a/d Zaan, on
Schipperslaan 15 and its
subsidiaries, its
representative(s), authorised
person(s) and legal successor(s);
- Contracting Party (spelled with
capital C and P): any natural
person, legal entity, partnership,
limited partnership or other
persons or entity, who effects or
has effected an agreement with the
Supplier, or to whom a tender or
offer has been submitted by or on
behalf of the Supplier, or to whom
a delivery is or has been made by
or on the instruction of the
Supplier, or on whose instruction
or for whose purpose one or more
services are or have been provided
by or on behalf of the Supplier;
- "written" (without a capital W) in
these Terms and Conditions means
any communication between the
Supplier c.s. and the Contracting
Party c.s. in the form of a
letter, fax or digitally or
through any other means as agreed
between the Supplier and the
Contracting Party;
- Form and singular nouns: the
masculine form is supposed to
denote both the female and the

1.3 The applicability of any general
terms and conditions other than
these Terms and Conditions shall be
explicitly excluded, irrespective of
the title and form of such other
general terms and conditions,
including terms and conditions of
the industry, of purchase and any
other general terms and conditions
of the Contracting Party or those
that should be used by the
Contracting Party, and the
applicability of such terms and
conditions shall be explicitly
declined by the Supplier.

Through the acceptance of an offer
or tender made by or on behalf of
the Supplier, through the conclusion
of an agreement with the Supplier,
through the acceptance of a delivery
made by or on behalf of the
Supplier, or through the acceptance
of any services provided by or on
behalf of the Supplier, the
Contracting Party unconditionally
accepts that these Terms and
Conditions apply and that the
applicability of any other general
terms and conditions referred to in
this Article shall be excluded, and
the Contracting Party waives the
applicability of any other general
terms and conditions where relevant.

2. Offers

2.1 Any offer or tender made by or on
behalf of the Supplier shall be free

of engagement and shall not bind the Supplier, except if and to the extent otherwise stated in writing by the Supplier, or in the case that the Contracting Party and the Supplier have agreed otherwise in writing.

2.2 Price lists, brochures, catalogues, and folders and other information supplied by or on behalf of the Supplier have been drawn up with the greatest possible accuracy, however only bind the Supplier if and to the extent they have been explicitly confirmed by the Supplier in writing. The supply of any detailed information is not binding upon the Supplier unless otherwise agreed in writing.

2.3 Any brochures, catalogues, price lists and folders supplied with regard to an offer or tender, and any relevant (technical) information supplied in the form of pictures, samples, tables, diagrams et cetera, and any other supplied information and details shall explicitly remain the industrial or intellectual property of the Supplier. Without the Supplier's express written consent, the Contracting Party is explicitly not allowed to either partially or wholly copy any material or any details or information referred to in the previous sentence and/or (cause to) disclose such material, details or information in any way whatsoever to any third parties, and/or to have them used by any third parties and/or sell or provide such material, details or information. The use of any such material, any such details and information must be strictly confined to the use for the Contracting Party's own purpose with respect to the order assigned to the Supplier. At the Supplier's first request, as well as in the case the Contracting Party should not effect or cancel an agreement (in writing) within the tender period, all the material here referred to and all the here referred to details and information must be promptly returned to the Supplier.

2.4 In respect of the Contracting Party, the Supplier is entitled to charge to the Contracting Party the costs incurred by or on behalf of the Supplier with regard to the submission of the offer or tender, if no agreement is effected between the Supplier and the Contracting Party.

2.5 Standard documentation, such as drawings and photographic material shall be supplied free of charge by or on behalf of the Supplier, unless otherwise agreed between the Supplier and the Vendor. Any additional copies of such standard documents and material other than standard documents shall be charged by the Supplier to the Contracting Party.

2.6 The above prices only apply to the products, machinery and installations, hereinafter also referred to as: "goods", quantities and/or size, type, composition, content et cetera, offered by or on behalf of the Supplier.

3. Conclusion and subject matter of the agreement

3.1 An agreement between the Supplier and the Contracting Party has been established at the moment the Supplier has confirmed the acceptance of an order or assignment from the Contracting Party in writing; the scope and subject matter of the agreement must be in accordance with the scope and subject matter confirmed by the Supplier in writing.

3.2 If in view of the provisions in Article 2.1 an offer or tender is not free of engagement and a binding tender period has been set by or on behalf of the Supplier, the agreement shall be concluded at the moment the offer or tender is timely accepted by the Contracting Party in writing; the confirmation of the order or assignment or the binding offer shall in that case be

considered to correctly and fully represent the agreement.

- 3.3 An agreement shall only be binding upon the Supplier if it has been effected or when the written confirmation referred to in Article 3.1 has been signed by one or several persons entitled to bind the Supplier thereto; any agreements or supplements and/or changes thereto or therein, and any arrangements, commitments etc. made or done by the Supplier's employee or employees or by a representative, agent or other intermediary or by one or more other persons not entitled to bind the Supplier hereto, or which have not been made in writing, shall not be binding upon the Supplier in any way whatsoever.
- 3.4 Any changes and/or partial cancellation or full cancellation of an order or assignment by or at the request of the Contracting Party can only be made with the prior written consent of the Supplier and on the condition that the activities so far carried out by the Supplier shall be paid by the Contracting Party in full; in case of a change and/or partial cancellation at the Contracting Party's request, the Supplier shall be entitled to charge the related (additional) costs to the Contracting Party, the Supplier shall furthermore be entitled to set a new delivery time.
- 3.5 With respect to work or assignments with regard to which in view of their nature and scope no tender or order confirmation is sent, the agreement shall be concluded at the moment that the execution of the agreement is effectively started by or on behalf of the Supplier, while in that case the Supplier's invoice shall be considered to be the order confirmation, which is also considered to correctly and fully represent the agreement.
- 3.6 An agreement with the Supplier shall be entered into on the proviso that suppliers and other contract partners of the Supplier timely and /or correctly fulfil their

obligations, which is at the discretion of the Supplier.

- 3.7 Upon the conclusion of an agreement or subsequently, the Supplier shall, before the Supplier starts with the performance of the agreement or during the performance of the agreement, be entitled to require from the Contracting Party an adequate security with regard to the timely fulfilment by the Contracting Party of its payment obligations and other obligations.
- 3.8 The Supplier is entitled to deploy any third parties for the purpose of the implementation of the agreement; any costs involved, including any bank charges in relation to confirmation costs for letters of credit shall be charged to the Contracting Party.

4. Prices

- 4.1 Except if and where a binding and written offer-acceptance period applies, any quote shall be free of engagement.
- 4.2 Unless explicitly otherwise stated in writing, the prices are:
- based on the amount of the purchase prices, wages, labour cost, national insurance contributions, cost of transport, insurance premiums and other cost applicable at the time of the offer or tender or (if no offer or tender were submitted) at the order date,
 - based on delivery ex works or ex warehouse of the Supplier, or based on anything the Supplier and the Contracting Party have further set down in writing with respect to this,
 - exclusive of VAT, import duties and other taxes, levies and rights,
 - exclusive of cost of packaging, loading and unloading, transport and insurance, unless explicitly otherwise agreed between the Supplier and the Contracting Party in writing, and

- exclusive of the cost of assembly, installation and commissioning, unless explicitly otherwise stated in writing, in which case an individual break-down of the cost is provided.
- 4.3 The prices are at any time stated or agreed subject to price adjustments, which adjustments may be charged to the Contracting Party if at the moment of delivery the official currency parity deviates more than 2% from the currency parity on the date when the offer or tender was made, while the latter parity is established at one hundred (100).
- 4.4 In the case of an increase in one or more cost-determining factors, the Supplier shall be entitled to increase the order price accordingly in compliance with any applicable statutory regulations with respect to this, provided that any future price increases that the Supplier is aware of at the time of the order confirmation must be mentioned in the order confirmation.
- 5. Risk
 - 5.1 The risk with regard to the goods sold and/or to be delivered by or on behalf of the Supplier to the Contracting Party shall be transferred to the Contracting Party in the case of goods from stock, at the moment these goods are separated for the purpose of the Contracting Party; and in the case of goods other than those from stock, at the moment the goods are being loaded for transport to the Contracting Party or to a location indicated by the Contracting Party, except if and to the extent otherwise agreed in writing.
 - 5.2 Irrespective of anything otherwise agreed with respect to the risk, loading and unloading, transport and assembly, installation and commissioning of the goods shall at all times be for the Contracting Party's risk, except for the situation where the Supplier and the Contracting Party have explicitly agreed otherwise in writing with respect to this.
- 6. Delivery and time of delivery
 - 6.1 Except if and to the extent otherwise agreed in writing, and without prejudice to the provisions in Article 4.2 of these Terms and Conditions, deliveries are made carriage-paid to the Contracting Party's company or another location timely indicated by the Contracting Party.
 - 6.2 Except if and to the extent otherwise agreed in writing between the Contracting Party, and without prejudice to the provisions in Article 5. regarding the transfer of risk, the delivery time shall be the moment that the goods are unloaded or delivered at the location where these are to be delivered (the effective transfer); this also applies in case the Supplier must assemble, install and/or commission the goods.
 - 6.3 The Contracting Party must directly notify the Supplier in writing of any deficits, shortage and damage with regard to the respective goods within 24 hours after the delivery, in failure of which the goods are deemed to have reached the Contracting Party in a good condition, complete and without any damage.
 - 6.4 The Supplier is entitled to make part deliveries, which parts may be separately invoiced by the Supplier, and at such time, the Contracting Party shall undertake in respect of the Supplier to pay the individual invoices in accordance with the provisions adopted in Article 17 of these Terms and Conditions.
 - 6.5 Except if and to the extent otherwise agreed in writing, the times of delivery stated by or on behalf of the Supplier in the offer or tender are not deadlines. This means for example that in the case of non-timely delivery, the Supplier is not in default until the

Contracting Party explicitly holds the Supplier in default in writing.

6.6 The Supplier undertakes to observe the time or period of delivery as much as possible, however will not at any time be liable for exceeding the time or period of delivery. In the case such time or period of delivery should be exceeded, the Supplier shall not be bound to pay any damages on any account whatsoever and from any cause whatsoever.

In the case a time or period of delivery should be exceeded, the Contracting Party shall not be entitled to cancel or dissolve the agreement nor refuse to buy the goods.

In case the time or period of delivery should be exceeded by a considerable amount of time, the parties shall consult with each other.

6.7 If the Contracting Party should fail to purchase the goods within the period of delivery, or if the Contracting Party should fail to observe the agreed time of collection of the goods, irrespective of its cause, the Supplier shall be entitled to invoice the respective goods to the Contracting Party, and the Supplier shall at such time be entitled to (cause to) store these goods at his own discretion and entirely for the account and at the risk of the Contracting Party.

In the case the Contracting Party fails to purchase or collect the goods within the applicable period, the Supplier may at its choice claim compliance from the Contracting Party or dissolve the agreement, without prejudice to the Supplier's right, in both cases, to claim damages.

7. Transport and packaging

7.1 The packaging and/or transport, dispatch method, et cetera of goods shall, if no further written instructions have been supplied by the Contracting Party to the Supplier, in fairness be determined

by the Supplier at its discretion and with due care, which is to be expected from the Supplier, without prejudice to the provisions regarding the risk of transport adopted in Article 5.2 of these Terms and Conditions.

7.2 Any of the Contracting Party's specific wishes with regard to the packaging and/or transport of the respective goods, including relocation within the company or the company site, provided that the Contracting Party has notified the Supplier of such wishes in writing, shall only be fulfilled if the Contracting Party pays the cost thereof. The Supplier is furthermore entitled to decide not to meet the wishes of the Contracting Party with regard to packaging and/or transport, which the Supplier and the Contracting Party have not explicitly agreed on beforehand.

8. Packaging

8.1 Only sustainable packaging, and provided it is in a good and usable condition, may be taken back by the Supplier at cost-price payment, and only on the proviso that such packaging is separately stated on the invoice or on the delivery documents on a cost-price basis.

8.2 If the returned sustained packaging as referred to in Article 8.1 is clearly in a reduced condition, which is at the discretion of the Supplier, compared to the condition of the goods, for which the packaging has been used or has served, at the time of their dispatch to the Contracting Party, the Supplier shall be entitled to charge the Contracting Party with a payment for compensation with respect to this. The Contracting Party shall not be entitled to unilaterally deduct the value of the packaging or any other amount with regard to the packaging from any amount due to the Supplier.

9. Force Majeure (default for which the Supplier cannot be held responsible)

- 9.1 If the Supplier should be unable to fulfil any commitment in respect of the Contracting Party due to force majeure, and the force-majeure situation is permanent or long term, which is at the discretion of the Supplier, the Supplier and the Contracting Party may make arrangements with regard to the dissolution of the agreement pursuant to the law as well as the respective implications.
- 9.2 If, as a result of force majeure, the Supplier should be impeded to fulfil his obligations in respect of the Contracting Party, and the force-majeure situation will be a temporary situation or will pass, the Supplier shall be entitled at his own discretion to suspend the agreement until the force-majeure causing situation or occurrence has ceased to exist.
- 9.3 Force majeure shall be considered to be any circumstance, (digital) cause or occurrence, wherever it may take place, occur or happen, which temporarily or permanently hampers the proper and/or full and/or timely fulfilment of any obligation of the Supplier, or makes the fulfilment of an obligation impossible or unreasonably onerous, and which circumstance, cause or occurrence cannot reasonably be prevented by the Supplier or which is entirely or partly beyond the range of influence of the Supplier, or which such the Supplier cannot exert any influence on. A circumstance, cause or occurrence causing a force-majeure situation shall include: fire, explosion, stroke of lightning, floating ice, low tide, high tide, tidal wave, spring tide, floods, earthquake, natural disasters; storm, tornadoes, cyclones, snow, frost and other weather conditions; strike, work stoppage, excess absence (due to illness) by staff, industrial unrest, lock-out, boycott; war (whether or not declared as such), mobilisation, siege, blockade, molest; riots, revolution, social unrest; measures from the public authorities and/or regulations delaying or otherwise complicating the fulfilment of

commitments; lack of means of transport; any transport routes or manner of transport that are impassable or cannot be used; interruption or disruption in the supply, delivery or availability of energy; interruption or disruption in or of the performance of any public utility company; interruption or disruption or termination of the delivery of raw materials, semi-manufactured products and/or final products; non-fulfilment of any commitment by a debtor or contract partner of a Party (including non-fulfilment of any commitment of one or more third parties with regard to delivery); technical interruptions and/or failure, delays, interruption or disruption in and of the repair of equipment; serious illness and illness of an epidemic nature; disruptions, impediments of any kind and created in any way whatsoever, whether digital and/or electronic, all of the above in the widest sense.

- 9.4 Force majeure furthermore includes the implications of any circumstance, cause of occurrence as referred to in Article 9.3.
- 9.5 If the Supplier should either wholly or partly be unable to fulfil his obligations in respect of one or several of his customers, however, not in respect of all of his customers, the Supplier shall be entitled at its discretion to decide which of the obligations and in respect of which customers the Contracting Party must fulfil its obligations as well as the order in which this must take place.
- 9.6 The Supplier is entitled to claim payment with regard to any performance made by or on behalf of the Supplier for the implementation of the agreement with the Contracting Party, before the circumstance, cause or occurrence causing force majeure took place or appeared.

10. Guarantee

- 10.1 With due regard for the provisions elsewhere in these Terms and Conditions, the Supplier guarantees the reliability of the used materials for the products to be delivered, as well as the promised qualities and the related correct performance of the goods delivered by the Supplier, unless otherwise agreed in writing. Guarantee for goods elsewhere bought is only provided by or on behalf of the Supplier to the Contracting Party if and to the extent such goods have been provided by the original manufacturer(s). A guarantee with respect to products that are not new shall only be applicable if and to the extent explicitly agreed in writing; the provisions of these General Terms and Conditions also apply to such guarantee, except if and to the extent this provision has explicitly been departed from in writing.
- 10.2 Any deficiencies with regard to delivered goods that come under the guarantee, shall at the discretion of the Supplier either be rectified or be replaced by a new delivery if the deficiencies are, according to the Supplier and/or the manufacturer, due to faults in and/or shortcomings in used materials causing the goods to have become useless for the Contracting Party for the purpose they were in fairness intended for.
- 10.3 Guarantee work shall basically be performed within the Supplier's company (for example at its service department), and during regular work hours. Guarantee work can only be carried out outside the regular work hours if a separate service contract has been concluded and only if and to the extent such provision has been adopted in the service contract.
- 10.4 The Supplier shall be entitled to (cause to) perform any guarantee work outside his own company if, at the discretion of the Supplier, this helps such work or if the performance of such work is in fairness not possible or desirable within the Supplier's company, which is at the discretion of the Supplier.
- 10.5 Any goods qualifying for guarantee work, which is at the discretion of the Supplier, must be sent to the Supplier carriage paid. If the Supplier must (cause to) perform guarantee work outside its own company, the Supplier shall be entitled to charge the Contracting Party with the related travel and/or accommodation expenses, as well as any (special) cost of transport, packaging and/or insurance and the cost of any test equipment and/or materials to be used.
- 10.6 If it should appear that the goods offered to the Supplier for rectification and/or repair have no deficiencies, which is at the discretion of the Supplier, all the costs incurred shall be for the account of the Contracting Party, also during the guarantee period.
- 10.7 All the guarantee claims shall be cancelled in case the Contracting Party himself carries out, or causes to carry out any changes and/or repair work on the delivered goods, or if the delivered item is or has not been accurately used or treated in accordance with the supplied or applicable (factory) regulations, or the user instruction is or has been used or treated improperly in any other manner, or if a software adjustment has taken place in or with respect to the supplied item which has not been made by the Supplier, and/or if the supplied item is or has been used or applied for purposes other than which it is intended for, and/or if the supplied item is or has been used in a manner that was not in fairness to be expected by the Supplier. Any guarantee claims shall furthermore be cancelled if on the part of the Contracting Party, any disruptions, impediments, caused on any account whatsoever, occur due to digital and/or electronic causes, all of the above in the widest sense.
- 10.8 Any deficiencies that result from or partly result from a direct/indirect

relationship with so-called hacking and/or software viruses and/or malware et cetera in/of computers, semi-conductor products and/or software in the widest sense, are not included in the guarantee, and consequently no guarantee claim can be appealed to with regard to such deficiencies and any of their implications.

10.9 No guarantee applies to consumer products.

10.10 Non-compliance by or on behalf of the Contracting Party with one or more of his contractual obligations in respect of the Supplier shall release the Supplier from all of his guarantee obligations.

10.11 Fulfilment of the guarantee obligation applies as only and full compensation of damage.

11. Right of retention

11.1 The Supplier has a right of retention on any goods retained by by the Supplier from or on behalf of the Contracting Party, irrespective of the cause or reason, as long as the Contracting Party has not fulfilled all of his obligations in respect of the Supplier.

11.2 The Supplier undertakes to manage or cause to manage the goods referred to in Article 11.1 according to proper commercial practice, however the Contracting Party cannot assert any rights to compensation or damages of any kind whatsoever in the case that part of, or all the goods are perished or lost and/or such goods should be damaged through no fault of the Supplier, and the risk for such goods shall fully remain with the Contracting Party.

12. Liability

12.1 Except if and to the extent any imperative law clauses with regard to (product) liability should provide otherwise, the Supplier shall not be bound to pay any damages whatsoever for any loss

whatsoever of any real and/or moveable property and/or any persons, including operational loss, caused to the Contracting Party or any third party, which loss has been directly or indirectly caused by and/or is related to any goods supplied by and/or on behalf of the Supplier, or is directly or indirectly caused by and/or related to any use and/or application and/or processing of such an item and/or good and/or its storage and/or custody and/or assembly, installation and/or commissioning of such an item and/or good, and the Contracting Party explicitly indemnifies the Supplier against any claims and rights based on and/or related to such a loss.

In compliance with the provisions elsewhere in this Article, the Supplier shall at any rate not be liable for any loss or damage directly or indirectly caused by:

- improper use of the delivered item or the situation where an item is being used for a purpose other than for which it is reasonably suited for or for a purpose other than for which it is suited for according to objective standards or for a purpose other than the Supplier could reasonably expect it to be used for;
- careless behaviour from the Contracting Party, of the Contracting Party's staff and/or of persons deployed by the Contracting Party and/or any other person on the part of the Contracting Party;
- violation of any patent, model for use, brand, indication of origin, model right, copyright or neighbouring right, right to a semiconductor product or topography thereof, right to a database or other data collection or any other right of industrial or intellectual property or any other exclusive right or violation or infringement of any other exclusive right or a violation or infringement of a license under any such right, which is the direct or indirect result of use and/or application and/or

disclosure and/or multiplication of data supplied by or on behalf of the Contracting Party, such as descriptions, drawings, models, designs et cetera.

- 12.2 The situation where the Supplier's assists in the assembly and/or commissioning and/or installation of the goods whereas this is not explicitly stated in the order, shall at all times be entirely at the risk of the Contracting Party.
- 12.3 Except in the case of the Supplier's intent or serious default, the Supplier shall not be liable for any loss as referred to in Article 12.1, which has been caused by or is the result of any service provided by or on behalf of the Supplier.
- 12.4 With respect to any advice provided, the Supplier shall only be liable for defaults that normally can be anticipated and avoided, provided that such liability shall not exceed the amount of the compensation agreed and received for the respective advice.
- 12.5 Any liability on the part of the Supplier shall at any time be limited to a loss directly caused, and shall at any time be limited to the amount compensated by the Supplier's liability insurer in the respective case; where necessary, the Supplier shall, at the Contracting Party's request, supply information about the maximum amount the Supplier is insured for. If the Supplier should not have a liability insurance, any liability of the Supplier shall at any time be limited to the respective matter or the net invoiced amount submitted with respect to the good or in the respective case.
- 12.6 Any damages shall be considered as full damages and shall be confined to the fulfilment of the applicable guarantee obligations and/or payment by the Supplier's insurer or payment by the Supplier (with due regard for the maximum referred to in Article 12.5) of the established loss.

The Contracting Party explicitly and fully indemnifies the Supplier with regard to anything else.

- 12.7 Without prejudice to any other provisions in this Article, each claim for damages shall become barred by the lapse of one year upon the moment the loss was created or discovered or acknowledged or reasonably could have been discovered or acknowledged, and at any rate after the lapse of three years from the moment of delivery.
- 12.8 With respect to goods which the Supplier has bought from a third party, the applicable (contract and/or guarantee) provisions related to the transaction shall also apply to the Contracting Party if and to the extent the Supplier should appeal to them.
13. Complaints
- 13.1 Without prejudice to the provisions in Article 6.3 of these Terms and Conditions, any complaints with regard to the items delivered by or on behalf of the Supplier to the Contracting Party shall only be dealt with if received by the Supplier in writing within eight (8) days upon delivery. Complaints can only be filed for any concealed defects within the guarantee period of the respective goods.
- 13.2 Contrary to the provisions in Article 13.1, any complaints with regard to goods for which a test or inspection takes place must be promptly filed on the date at which the test or inspection takes place and at the location where the test or inspection take place, and subsequently promptly confirmed to the Supplier in writing.
- 13.3 Complaints can only be dealt with if the type of complaint and the reason have been accurately stated in writing.
- 13.4 Complaints with regard to an invoice must be submitted to the Supplier in writing within eight (8) days after the date of the respective invoice.

13.5 If no complaints have been lodged or not in the required manner within the applicable period, the supplied item shall be considered to have fulfilled the agreement in full and to have been unconditionally accepted and approved by the Contracting Party.

An invoice with regard to which no complaints have been lodged in the required manner within the period of eight (8) days mentioned in Article 13.4, shall be considered to have been unconditionally accepted and approved by the Contracting Party.

13.6 If a complaint with regard to the delivered item is found to be legitimate by the Supplier, the Supplier is only bound to replace or repair the faulty items, while the Contracting Party cannot in addition assert any rights to any compensation whatsoever.

13.7 By lodging a complaint the Contracting Party shall not be relieved from any of his payment obligations in respect of the Supplier.

13.8 Any (part of) delivered goods may, for any reason whatsoever, only be returned after the prior express permission in writing and dispatch instructions from the Supplier.

14. Permits etc.

14.1 The Contracting Party - and only the Contracting Party - is responsible for obtaining all permits, concessions, licences, allowance etc., on any account whatsoever, that should be required and/or are required for the Supplier to be able to deliver the sold goods and/or for the Supplier to fulfil its other contractual obligations timely and in the correct manner; the cost involved in obtaining such permits, concessions, licenses, allowance etc. shall be for the account of the Contracting Party. The Contracting Party indemnifies the Supplier with respect to this. Further to this, all cost, on any account whatsoever and caused in any way whatsoever,

which may result from the fact that with respect to the performance of the agreement abroad other certification requirements exist that the Supplier must meet, causing the Supplier to be faced with additional cost, shall be for the account of the Contracting Party. The Contracting Party shall also indemnify the Supplier with respect to such costs.

14.2 In case any permit, concession, license, allowance etc. as referred to in Article 14.1 should be absent, this shall be deemed to be a shortcoming which the Contracting Party can be held liable for (default) and this does not relieve the Contracting Party of any of its obligations in respect of the Supplier, nor shall it result in a suspension of the fulfilment of any of the Contracting Party's commitments in respect of the Supplier.

14.3 The Contracting Party is liable for any damage, on any account whatsoever, which should be directly or indirectly caused by the fact that any permit, concession, license, allowance etc. as referred to in Article 14.1 is absent, and the Contracting Party indemnifies the Supplier against any claims and titles related to such damage.

15. Titles to intellectual property

15.1 The Contracting Party shall only use any software, in the widest sense, peripheral equipment, technical data, circuit diagrams and/or work schedules, user or operations instructions, drawings and any other essential documentation and any other data and information delivered by or on behalf of the Supplier, for his own (internal) use, and not pass on, sell or provide them to any third parties in any manner whatsoever, or cause them to be used by any third party.

15.2 If it should unexpectedly appear that an item sold by or on behalf of the Supplier to the Contracting Party in the Netherlands infringes any right

of industrial or intellectual property of a third party, and the Contracting Party is held responsible with respect to this, the Contracting Party shall in respect of the Vendor undertake to promptly notify the Supplier thereof in writing, and the Supplier shall at such time to his discretion either grant the right to use the item, or change the item in such a way that it no longer constitutes an infringement, or supply a replacement item that does not constitute an infringement, or, after the item has been returned, refund to the Contracting Party the purchase price less a reasonable compensation for the period that the Contracting Party has had the item at his disposal.

With respect to the infringement of a right of industrial or intellectual property outside the Netherlands, the Contracting Party shall not assert any rights and hold no claim against the Supplier.

15.3 The Supplier cannot in any way be held liable for an infringement of any right of industrial or intellectual property, or any other exclusive right resulting from any change to or to an item sold or delivery by or on behalf of the Supplier or of any use or application of such item that differs from the stipulations made by the Supplier or as projected by the Supplier, or which is the result of integration with or in or use or application in combination with items not sold and delivered by or on behalf of the Vendor, or which are the result of a software adjustment not made by the Supplier.

16. Reservation of ownership

16.1 Without prejudice to the provisions in Article 5 of these Terms and Conditions with regard to their risk and transfer, any items supplied by or on behalf of the Supplier shall remain the Supplier's property up to the moment of full payment of anything the Contracting Party, on any account whatsoever, should be due to the Supplier, including

anything the Contracting Party will be due to the Supplier after the conclusion of the agreement, including any interest and costs. In case of a current-account agreement, the title to the delivered goods shall remain with the Supplier up to the moment at which any deficit for the account of the Contracting Party has been settled.

16.2 The Contracting Party must, as long as pursuant to the provisions in Article 16.1 the Supplier still holds the title to the goods delivered by or on behalf of the Supplier, keep such goods separated from other goods in a manner that they can be easily identified as being the Supplier's goods.

16.3 In case the Contracting Party fails to pay any amount due and payable by the Contracting Party to the Supplier, and furthermore, in case the agreement is terminated for any reason whatsoever, the Supplier shall be entitled to claim back the goods, with respect to which the reservation of ownership applies, as its property and (cause to) take any related measures, while any amounts already paid for such goods shall be offset against the amounts due, without prejudice to the Supplier's right to demand compensation for any damage or loss. In case of such non-payment or of termination of the agreement, any claim the Supplier holds against the Contracting Party shall be payable in full and on demand.

16.4 At the Supplier's first written request, the Contracting Party must supply a written power of attorney with regard to the prompt return of the goods that have not yet been paid in full, irrespective of where they may be located.

16.5 The Contracting Party is entitled to sell or use the goods with respect to which a reservation of ownership applies for the purpose of the Supplier with regard to its regular business activities; however, no security right whatsoever shall be established on such goods, while the Contracting Party shall not (cause

to) perform any actions with respect to such goods causing them to become part or a component of one or more other goods. In case goods, with respect to which a reservation of ownership is still applicable for the purpose of the Supplier, are resupplied, the Contracting Party undertakes to reserve the ownership and to transfer any claims against the Contracting Party's debtor, up to the amount due, to the Supplier at the Supplier's first written request.

17. Payment

17.1 Unless otherwise agreed, payments must be made in net cash amounts upon delivery or within thirty (30) days after the invoice date by payment or transfer to a bank account indicated by the Supplier. In case of assembly or installation, payments must be made within thirty (30) days from the day at which the assembly or installation commenced or, if the (commencement of the) assembly or installation is delayed, which delay is not caused by the Supplier, within thirty (30) days after the day at which the assembly or installation would have commenced without the delay, on the proviso that, if the Supplier has required delivery in instalments in accordance with the provision in Article 31 of these Terms and Conditions, payment shall be made in the prevailing manner. The Supplier shall be entitled to allocate a credit-restriction surcharge or a payment discount, which shall be communicated in writing beforehand. The value day stated on the Supplier's bank statements showing when payment was received shall be considered the day at which the payment was made.

17.2 Each payment from or on behalf of the Contracting Party shall first of all be for the purpose of settling any interest due, as well as any collection and administration costs due to the Supplier, and will subsequently be for the purpose of settling the outstanding amounts payable, starting from the longest

outstanding amount payable up to the most recent outstanding amount payable.

18. Default; interests and costs

18.1 The Contracting Party will be in default merely through the expiry of the period in which a payment and/or the fulfilment of another obligation should have been made while a warning note, summons or notice of default shall not be required.

18.2 If the Contracting Party should fail to pay any amount due to the Supplier on time, the Contracting Party shall, from the moment the due date has passed, be automatically due to the Supplier a one-and-a-half per cent (1.5 %) interest per month for delay in payment without prejudice to any other rights accruing to the Supplier at such time; with respect to the calculation of such interest for delay in payment, a month already commenced, however not completed, shall be considered a whole month. The 1.5% monthly interest for delay in payment is a minimum interest and in case such interest should, calculated on an annual basis, at any time be less than 5% above the statutory interest, which officially applies in the Netherlands, the interest for delay in payment shall be automatically raised to such amount that, calculated on an annual basis, it exceeds the statutory interest by 5%.

18.3 Any judicial and extra-judicial cost to be incurred in case the Supplier wants to or is compelled to - which is at the discretion of the Supplier - take legal action against the Contracting Party, including any cost of legal aid and legal advice to be incurred by the Supplier, including court's fees, process server's costs and lawyer fees, shall be entirely for the account of the Contracting Party. The extra-judicial collection cost amount to 15% of the amount due by the

Contracting Party, i.e. a minimum amount of € 10,000.- (in words: ten thousand euros), to be increased by the interest due, without prejudice to the Supplier's right to claim compensation from the Contracting Party of the collection cost effectively incurred, if such cost should exceed the above percentage of 15% i.e. the above amount of € 10,000.-.

19. Termination of the agreement

- 19.1 In the event of the Contracting Party's default, the Supplier will be entitled to cancel or dissolve the agreement without any court intervention, without prejudice to the Supplier's right to claim damages, to use the rights resulting from reservation of property, and to take any other (legal) measures, and without prejudice to the Supplier's right to claim fulfilment, whether or not with damages, instead of cancellation of the agreement.
- 19.2 The Supplier may with immediate effect cancel the agreement with the Contracting Party in writing if:
- a. the Contracting Party is declared bankrupt, assigns its assets, a request for suspension of payment is submitted, or the Contracting Party is granted (preliminary or definite) suspension of payment or all of its assets or part thereof are attached;
 - b. the Contracting Party, if he or she is a natural person, deceases or is placed under administration or his or her goods are placed under receivership;
 - c. if the Contracting Party is a legal entity, the Contracting Party's liquidation commences or a claim for the dissolution of the Contracting Party is filed or a resolution for the dissolution of the Contracting Party is or has been adopted.
- 19.3 If an agreement pursuant to the provisions of this Article is cancelled or dissolved, the amounts due by the Contracting Party to the Supplier at the moment of the

written notice or dissolution to the Supplier, shall remain due in full and the Contracting Party shall be due interest and charges on such amounts according to the provisions in these Terms and Conditions, without prejudice to the Supplier's right to claim damages and any other rights accruing to the Supplier.

20. Cancellation by the Contracting Party

- 20.1 The Contracting Party is entitled to cancel the order or agreement in writing in the cases below:
- if, after the delivery time has been exceeded, the Supplier exceeds yet another delivery time reasonably agreed between the Supplier and the Contracting Party in writing without any justification, on the proviso that, before the newly agreed delivery period, the Contracting Party has declared in writing that the Contracting Party shall refuse to purchase the goods in case such delivery period should be exceeded, and
 - if the Supplier fails to fulfil its delivery commitment within a reasonable period and has notified the Contracting Party thereof in writing.
 - In case of cancellation as referred to in this Article, any damage on the part of the Contracting Party shall not be compensated in any way whatsoever.

21. Amendments to the agreement

- 21.1 Amendments to the agreement shall only be effective if made in writing and if both the Supplier and the Contracting Party have given their consent to the amendment(s).

22. Article titles

22.1 The titles of the Articles in these Terms and Conditions are only for the purpose of facilitating reading and to maintain an organized layout, however, they have no other meaning; such titles are particularly not to be used for the interpretation of these Terms and Conditions.

23. Applicable law; disputes

23.1 Any offers, agreements, deliveries and services provided or made by the Supplier or on its behalf are governed by Dutch law to the exclusion of the applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention).

23.2 Any disputes, including those that are considered a dispute by only one of the parties, resulting from or related to an agreement to which these Terms and Conditions are applicable or to their execution, and which cannot be amicably settled, shall be submitted to the Court of Amsterdam as the court of the first instance, on the proviso that, if a certain court has been appointed as the competent court by imperative law, the dispute shall be settled by the court at such time appointed as the court of the first instance, without prejudice to the Supplier's right to levy an attachment and to (cause to) take any other preliminary measures at such location(s) and before such courts where the Supplier so desires.

23.3 The provisions in Article 23.2 do not affect the Supplier's right to submit a dispute to the court that is the competent court according to the regular rules of jurisdiction, or to have a dispute settled through arbitration or binding advice.

24. Validity

24.1 In case any provision in these Terms and Conditions should either be wholly or partially invalid and/or cannot be enforced due to any

statutory clause, a court decision, or any directive, decision, recommendation or measure of any local, district or national or supra-national authority or body, or in any other way, this shall not affect the validity of any of the other provisions in these Terms and Conditions in any way whatsoever. If a provision in these Terms and Conditions should not be valid for a reason referred to in the previous sentence, however, would be valid if it had a more restrictive extent or purport, such provision shall automatically apply with the most far-reaching or comprehensive more restrictive extent or purport in which the provision would be valid.

B. SPECIAL TERMS AND CONDITIONS REGARDING ASSEMBLY/INSTALLATION WORK.

25. General

25.1 The provisions below in these Terms and Conditions apply in addition to the provisions above in Articles 1 up to and including 24, unless as explicitly otherwise provided.

25.2 With regard to assembly and/or installation work, "Supplier" (with capital S) includes any third party deployed for the assembly or installation work, who performs the work on behalf of the original Supplier.

25.3 "Installation" (with capital I) means the machine and/or parts/components thereof and/or equipment, and/or materials, and/or items, and/or documentation, and/or software and/or other products to be delivered by the Supplier according to an agreement between the Supplier and the Contracting Party.

25.4 "Assembly and/or Installation Work" (with capital A, I and W) means all activities to be performed by the Supplier with regard to the Installation and according to a written contract, which assembly

and/or installation work leads to the commissioning thereof by the Supplier.

If the Installation is performed in several parts according to a written contract between the Supplier and the Contracting Party and such parts are meant to be used individually, these Terms and Conditions shall be fully applicable to each individual part.

The term "Assembly or Installation Work" refers in that case to the respective part.

25.5 "Location" (with capital L) means the written agreed location where the Assembly and/or Installation Work is to be performed, including the space required for unloading, storage and local transport of the Installation and the required means of assembly.

26. Completion and Delivery

26.1 Only the Supplier's written order confirmation shall be binding with regard to the Assembly and/or Installation Work and the respective delivery and completion time(s). The delivery and completion time(s) shall commence from the following dates, provided that the Supplier and the Contracting Party have not agreed otherwise with respect to this:

- a. the date at which the agreement is concluded;
- b. the date at which the Contracting Party has supplied any required information to the Supplier in a practical form;
- c. the date at which the Supplier has received the stipulated advance payment(s); or
- d. the date at which the Supplier has received the drawings, designs etc., approved by a person authorized thereto, from the Contracting Party.

26.2 In case the delivery / completion time should be exceeded, the provisions in Article 6 of these Terms and Conditions shall be fully effective. In case of force majeure on the part of the Supplier (Article 9), the Contracting Party does not

have the right to refuse the purchase of the goods and/or their assembly and/or the installation thereof, or cancel the agreement with the Supplier. As long as the Contracting Party does not strictly fulfil its obligations, the Supplier may suspend the delivery / completion.

26.3 The Contracting Party must timely provide the Supplier with any required inspection or test facilities. If this obligation should no be fulfilled or not on time or not entirely, the delivery time shall be extended by the period this obligation is not being fulfilled.

26.4 Assembly and/or Installation Work shall be considered delivered and completed (take-over) from the first moment of the moments below, subject to the case where the Supplier and the Contracting Party have made a different arrangement hereto in writing:

- a. the moment at which the Contracting Party has approved the Installation in writing upon inspection;
- b. the moment at which eight (8) days have lapsed from the day at which the Supplier has notified the Contracting Party in writing of the completion, finished assembly and/or commissioning of the Installation, and no written comments and/or complaints have been received from the Contracting Party with respect to the Installation;
- c. the moment at which eight (8) days have lapsed from the day at which the Supplier notified the Contracting Party in writing of the completion, finish assembly and/or commissioning of the Installation and the Contracting Party has, for any reason whatsoever, failed to inspect or (cause to) test the Installation within this period; or
- d. the moment at which the Contracting Party has effectively started to use the Installation, while in case part of the Installation is taken into use,

the Installation shall be considered as completed. In case a part is missing that should have been delivered by a third supplier, this shall not constitute a reason for the Contracting Party to consider the Installation as not completed;

- e. from the moment the transfer tests - to the extent agreed between the Supplier and Contracting Party in writing - have been finalized with satisfactory results;
- f. from the moment the agreement has been signed between both the Supplier and the Contracting Party and all agreed terms - first to be fulfilled by the Contracting Party - have been met in full, such as the official formalities and any payments due and/or security provided i.e. required have been fulfilled upon the conclusion of the agreement.

26.5 Small, slight, non-essential faults/shortcomings shall be repaired or rectified by the Supplier as soon as possible and shall not constitute a reason for the Contracting Party to refuse its written approval to the Installation and/or its transfer.

26.6 Small, slight, non-essential faults/shortcomings as referred to in the previous section of this Article, which moreover do not affect the proper functioning of the Installation, shall not constitute an obstacle to the delivery/transfer of the Installation.

26.7 Any of the Supplier's advice, data and suggestions regarding the placement and/or use of the Installation and/or parts thereof shall be supplied to the Supplier's best knowledge, however, the Supplier cannot and shall not guarantee a certain result.

26.8 The Contracting Party is not entitled to (cause to) use the Installation or part thereof prior to delivery/transfer in any way whatsoever. If the Contracting Party should, however, do so i.e. cause somebody to do so, without the explicit and written consent of the

Supplier, the Installations are deemed to have been delivered/transferred. The Supplier shall at such time be fully released from its obligations to (cause to) conduct the transfer tests to the extent such tests and their execution have been agreed in writing between the Supplier and the Contracting Party.

27. Delay in delivery/completion

27.1 If the Supplier anticipates that, for any reason whatsoever, it is unable to fulfil its obligation with regard to the delivery/completion by or on the delivery/transfer date agreed with the Contracting Party, the Supplier must notify the Contracting Party thereof as soon as possible in writing, stating reasons, and where possible, the date at which the delivery/transfer is to be expected.

28. Scope of the work

28.1 The scope of the Assembly and/or Installation Work must be in accordance with the description in the written order confirmation by the Supplier and comprises, if and insofar explicitly agreed in writing, assistance/instructions regarding the use and/or operation of the Installation to the personnel thereto assigned by the Contracting Party. This will be organized in mutual consultation, while the Supplier shall not guarantee a certain result with regard to such assistance and/or instruction.

28.2 Except if and to the extent explicitly otherwise agreed in writing, the following activities, deliveries and/or facilities are not part of the Supplier's duties, and the Contracting Party undertakes to make sure that these are performed and/or executed timely enough to ensure that the work to be performed by or on behalf of the Supplier is not delayed:

- a. the Contracting Party makes sure that the Supplier's staff is able

- to commence the respective work according to the time schedule set down between the Supplier and the Contracting Party in writing, and is able to perform such work during regular hours. At the Supplier's discretion, the respective work may have to be performed outside the regular hours. The Contracting Party shall give the Supplier the opportunity to do so if so requested.
- b. With regard to the Assembly and/or Installation Work, the Contracting Party undertakes in respect of the Supplier to timely before commencement of the work notify the Supplier in writing of any safety regulations relevant to the Supplier and applicable on location. The Contracting Party furthermore undertakes in respect of the Supplier to take any required safety and precautionary measures before commencement of the Assembly and/or Installation Work and to keep them in place during the Assembly and/or Installation Work.
- c. If so requested or desired, the Contracting Party shall provide to the Supplier experienced service personnel free of charge with respect to the Assembly and/or Installation Work. The Contracting Party bears the responsibility for the staff, while the related cost involved, of any kind whatsoever and incurred in any way whatsoever, shall be fully for the account and at the risk of the Contracting Party. This also applies to risks, of any kind whatsoever and created in any way whatsoever, which result and may result from the fact that such staff is being provided to the Supplier. The Supplier is therefore not in any way liable for the staff provided to the Supplier, nor for their work, its implications, including any cost involved and/or for any actions and/or the failure to act by such staff or the persons concerned.
- d. Soil, pavement, pile-driving, break, foundation, concrete, carpentry and upholstery work or other additional activities of any kind whatsoever; the Contracting Party shall at all times guarantee the Supplier a proper and constant accessibility of the location(s) where the work is performed;
- e. The required assistance for the placement and/or relocation of the parts, which cannot in fairness be handled by two persons as well as any lifting and/or hauling machines and similar equipment;
- f. Providing, setting up and upon completion of the Assembly and/or Installation Work by the Supplier, removing scaffolding and/or racks and/or ladders;
- g. The supply of fuel and/or energy and/or auxiliary equipment including compressed air, gas, water, electricity, diesel oil and petrol, supply and discharge conduits as well as any required connecting points, which are required for the execution of the work and any testing and commissioning;
- h. Providing lifting and safety equipment and/or conduits for the electric motors and/or other electric equipment to be delivered and/or to be used, except for starting resistances and rheostats that are part of the electrical equipment.
- i. Where requested during the Assembly and/or Installation Work: providing a dry, heated, illuminated and separately lockable and sufficiently sized space in the direct vicinity of the location(s) where the work is performed, as an accommodation for the respective workers and for storing the materials and/or tools and/or personal property of the workers to be processed or used;
- j. Work required to bring parts that have become filthy and/or damaged and/or disrupted and/or no longer perform into a proper and useful condition, unless the contamination and/or damage has been caused by the Supplier's subordinates;
- k. with respect to the completion of the Installation, putting the Installation into operation and keeping it operated for the purpose of the Contracting Party or its client;

- l. Sufficient illumination and, where applicable, to bring and maintain the location(s) where the work is to be performed by the Supplier at the required or desired temperature and/or sufficient humidity level, to such extent that the Assembly and/or Installation Work can be proceeded with without any hindrance;
 - m. With respect to the Assembly and/or Installation Work, the Contracting Party must make sure that the access roads to the Location are suitable for the required transport.
Where desired, the Contracting Party shall provide any required assistance with regard to the import and re-export of the Supplier's equipment/tools including assistance in the customs formalities. Such assistance shall be provided free of charge;
 - n. if so required, the Contracting Party shall give any required assistance to make sure that the Supplier's workers timely obtain any visa and other official import and export and work permits and any tax documentation required in the country of the Contracting Party, as well as access to the Location. Any of this assistance must be provided to the Supplier free of charge. Any implications/risks related to such assistance shall be fully at the risk of the Contracting Party. The Contracting Party indemnifies the Supplier with respect to this.
- 28.3 The Contracting Party must furthermore make sure that any amounts due with regard to supply conduits, and/or connections and/or encroachment and/or nuisance permits and/or other legislation regarding the environment, building and renovation permits and the like, shall be applied for and paid on time.
- 28.4 Except if and to the extent explicitly otherwise agreed in writing, any replaced, residual or removed materials shall become the Supplier's property.
29. Additional / less work
- 29.1 Without the Contracting Party's prior written consent, the Supplier shall be entitled to (cause to) perform additional work and charge it to the Contracting Party if such costs of additional work do not exceed ten per cent (10%) of the amount originally agreed with the Contracting Party.
- 29.2 Any changes to an existing order from or on behalf of the Contracting Party or caused by or having become necessary due to a change of circumstances to an extent that the original agreement cannot be (fully) maintained, which is at the discretion of the Supplier, shall be deemed additional work and shall be performed and charged to the Contracting Party accordingly.
- 29.3 With respect to additional or less work that differs more than ten per cent (10%) from the amount originally agreed with the Contracting Party, based on the Supplier's calculation, the Supplier and the Contracting Party shall consult with each other as soon as possible about any measures to be taken at such time. In case the order/agreement should be cancelled by the Contracting Party, which the Supplier must be notified of in writing, the Supplier shall, in respect of the Contracting Party, be entitled to invoice any costs incurred so far by the Supplier and/or the delivered Installation to the Contracting Party.
30. Transfer Test
- 30.1 Upon completion of the Assembly and/or Installation Work, tests shall be conducted - if such tests have been agreed between the Supplier and the Contracting Party in writing - in order to determine that the Assembly and/or Installation Work fulfils the contractual requirements and the Assembly and/or Installation Work can be transferred to the Contracting Party i.e. that the

Contracting Party can put the Assembly and/or Installation Work into operation.

- 30.2 The tests referred to in this article shall, unless otherwise agreed between the Supplier and the Contracting Party in writing, only be conducted in the presence of the Supplier or its representatives.
- 30.3 The costs of the tests referred to in this article shall be for the account of the Contracting Party. The Supplier shall, however, bear the cost of its own staff and of other representatives if such persons should be present during the test.
- 30.4 The Contracting Party shall invite the Supplier in writing to attend the tests. The invitation must be sent well beforehand in order to make sure the Supplier will have sufficient time to prepare for such tests and to be able to attend such tests.
- 30.5 With respect to the performance of the tests, the Contracting Party shall provide to the Supplier free of charge any energy, lubricants, water, fuel, raw materials and other items required for the tests and for the last few settings of the tests. The Contracting Party shall furthermore provide any required equipment and shall provide any required employees and other assistance with regard to the tests, all free of charge.
- 30.6 If the Contracting Party should hamper the tests i.e. cause to hamper the tests and/or fail to invite the Supplier in writing for any reason whatsoever to attend the tests, or otherwise thwart the execution of the tests, such tests shall be deemed to have been conducted with satisfactory results.
- 30.7 The tests are conducted during regular work hours. If not otherwise agreed between the Supplier and the Contracting Party in writing, the tests shall be conducted according to common practice in the subject

industry sector in the Supplier's country.

- 30.8 Upon the execution of the tests, the Supplier shall draw up a report of the tests and its results and send them to the Contracting Party as soon as possible. If, for any reason whatsoever, the Contracting Party should not be represented at the tests, the report referred to in this section shall be considered the correct reproduction of the tests.
- 30.9 If the tests show that the Assembly and/or Installation Work is not in accordance with the written agreements between the Supplier and the Contracting Party, the Supplier shall as soon as possible rectify the shortcomings, while the Contracting Party shall unconditionally give the Supplier the opportunity to do so. If the Contracting Party promptly so requests in writing, a new test will subsequently be conducted in compliance with this Article and the respective provisions in these Terms and Conditions, unless the Supplier and the Contracting Party jointly come to the conclusion that the respective shortcoming is of minor importance and such joint conclusion is confirmed in writing by the Supplier to the Contracting Party.

31. Guarantee/liability

- 31.1 The Supplier guarantees that the Assembly and/or Installation Work shall be performed in a manner that they fulfil the agreed specifications and any reasonable requirements. With respect to guarantees for goods delivered by or on behalf of the Supplier, which, upon completion of the assembly or installation work are part of a Work, the provisions in Article 10 of these Terms and Conditions shall be applicable. The remaining provisions in these Terms and Conditions regarding liability are also accordingly applicable.
- 31.2 The Supplier shall explicitly not provide any guarantee to goods/Installation that, although

they have been assembled and/or installed and/or commissioned by or on account of the Supplier, have not been or will not be delivered by the Supplier itself. The Supplier furthermore does not accept any liability for damage caused as a result of the assembly and/or installation of goods/Installation by third parties and/or as a result of the commissioning of a Work which such goods/Installation are part of and/or in which such goods have been assembled and/or installed, while the Supplier furthermore does not accept any liability for any assembly and/or installation work and/or commissioning, which has not been carried out by or on account of the Supplier, and/or for faults in the Work caused by products of third parties, which were used for the assembly and/or installation and/or commissioning.

31.3 The Supplier is not liable for:

- the design of the Installation and its components and parts and for the parts of the individual components of the Installation, and any other details and information not derived from the Supplier;
- impact on and/or consequences for the Installation or any part thereof or on goods delivered and/or assembled and/or installed by or on behalf of the Supplier through the application or use of material and/or equipment and/or software and/or other products, which has or have not been delivered by the Supplier to the Contracting Party or through the use or application of user or operating instructions, which have not been supplied by the Supplier;
- non-strict compliance with the user and/or operating instructions and their implications, of any kind whatsoever, of such non-strict compliance;
- regular wear and tear and/or damage and/or wear caused by improper use, overload and/or affected by non-regular or unforeseeable circumstances;

- the application of statutory and/or safety and/or environmental standards imposed by the government, and the implications, of any kind whatsoever, of such application.

If a case as referred to in this section occurs, the Supplier's duty to provide guarantees shall be cancelled.

- 31.4 The guarantee provisions in Article 10 of these Terms and Conditions also apply to Assembly and/or Installation Work, to the extent these - in view of the specific nature of such work - may be applicable to them. This means for instance that the maximum guarantee period extends to 12 months as described in Article 10 of these Terms and Conditions, and that the guarantee does not extend to goods/Installation and faults, which the guarantee does not apply to pursuant to the above Article 10.

32. Complaints

- 32.1 The Contracting party must submit to the Supplier in writing any complaints regarding the capacity of the goods/Installation delivered by the Supplier no later than thirty (30) days upon completion of the Work. The provisions regarding complaints in Article 13 of these Terms and Conditions apply to any other matters regarding complaints.

33. Payment

- 33.1 In addition to the provisions in these Terms and Conditions regarding payment, the Supplier shall, in case of Assembly / Installation Work, be entitled to require payment in instalments in the following manner, subject to the situation where the Supplier and the Contracting Party have agreed otherwise in writing:
- one-third part of the agreed price upon the conclusion of the agreement;

- one-third part of the agreed price at the moment the goods or the main parts thereof are prepared and ready for the test or inspection or for dispatch; and
- one-third part within thirty (30) days after the day at which the second instalment of one-third part has been paid.