



## Terms and conditions, Equflow BV CoC reg. no.: 12031282

Issued by Equflow BV, with its registered office in Oss

These Terms and conditions are inextricably linked to the privacy statement of Equflow BV.

### A. Sale and supply contracts.

#### 1. General:

- 1.1. The terms used in these Terms are defined as set out below:
- Supplier: EQUFLOW B.V. and its representative or representatives, authorised representative or representatives and legal successor or successors.
  - Terms: these terms of supply with CoC reg. no.: 12031282.
  - Other Party: any legal or natural person that wishes to enter into a contract with the Supplier, or has already done so.

1.2. All offers made by the Supplier, contracts entered into and the implementation of both will be governed by these Terms. Any deviations from these Terms will be agreed on explicitly in writing.

1.3. The applicability of the Terms applied by the Other Party is explicitly excluded.

1.4. The Other Party will be deemed to have agreed to the exclusive applicability of these Terms when it concludes a contract with the Supplier.  
The same will apply for all future orders that the Other Party issues to the Supplier, whether verbally, by e-mail, by telephone, fax or telex or in any other manner, because of which written confirmation by the Supplier will not be necessary (at a later date).

1.5. Except where agreed otherwise, the Other Party that has agreed to the exclusive applicability of these Terms is also deemed to have agreed with the applicability of these Terms for any subsequent orders. In that case it is not necessary to hand over these Terms to make them applicable to any subsequent orders.

#### 2. Offers:

2.1. Each offer issued will be valid for the period of time stated in the offer, in the absence of which the offer will be valid for 30 days from the date on which the offer has been made.

2.2. All price lists, brochures and other information issued with an offer will be specified as precisely as possible.  
The aforementioned will only be binding on the Supplier if they have been confirmed explicitly in writing by an authorised person. The Supplier will not be required to provide detailed information, except where agreed otherwise in writing.

2.3. All brochures and price lists sent with an offer, all (technical) information provided in the form of drawings, designs, models and samples etcetera, as well as all other written documents, will explicitly remain the intellectual property of the Supplier. Without the prior written permission of the Supplier, the Other Party will explicitly not be permitted to copy information of this nature and/or to disclose it to third parties in any manner whatsoever and/or to allow it to be used by and/or to sell it on to third parties. The Other Party will be required to limit use of the aforementioned information to its own use in the context of the order in question. All information will be returned to the Supplier immediately when requested by the Supplier and if the Other Party does not conclude or cancels a contract within the offer period.

2.4. If no contract is concluded, the Supplier will be entitled to charge the Other Party for costs that the Supplier incurs when preparing the offer.

2.5. If offers are sent without stipulating a period for acceptance and/or without providing further documentation, this will not oblige the parties to fulfil and/or accept the order in question. Where this situation is the case, the Supplier will be entitled to refuse orders without specifying its reasons for doing so, or to fulfil them on a cash on delivery basis.

2.6. The prices offered will only apply for the quantities stipulated in an offer.

#### 3. Contract:

3.1. Where a binding offer period applies, the contract will be concluded at the time at which the offer is accepted by the Other Party. The order confirmation, or binding offer, will be deemed to be a correct and full representation of the contract.

3.2. Any additions and/or amendments made to these Terms at a later date and also (verbal) undertakings made by the Supplier and/or its employees, representative or representatives, agents or other intermediaries will only be binding if confirmed by an authorised person on behalf of the Supplier in writing. Furthermore, any additions and/or amendments made to these Terms are non-recurring and the Other Party cannot derive any rights from this for any future contracts.

3.3. In the case of activities for which no quotation or order confirmation is issued, given their nature and extent, the corresponding invoice will also be deemed to constitute an order confirmation and a correct and full representation of the contract.

3.4. Each contract will be entered into subject to the suspensive condition that the Other Party proves to be sufficiently creditworthy as regards financial performance of the contract.

3.5. When, or after, entering into the contract, the Supplier will be entitled, before performing the contract (further), to require security from the Other Party in relation to its fulfilment of its payment obligations and other obligations.

3.6. The Supplier will have the right to engage others to ensure the correct performance of the contract, the costs of which will be passed on to the Other Party in accordance with the quotations provided. If possible, the Supplier will discuss the aforementioned with the Other Party.

#### 4. Prices:

4.1. All quotations issued will be without obligation.

4.2. Except where stated otherwise, prices will be:

- based on the purchase prices, pay, labour costs, social insurance contributions, government levies, freight, insurance premiums and other costs applicable on the quotation or order date;
- based on supply to the business of the Other Party or to another destination specified by the Other Party;
- exclusive of Dutch VAT, import duties, other taxes, levies and charges;
- exclusive of the costs of fitting and commissioning, in which case these will be specified separately;
- exclusive of the cost of packaging, loading and unloading, transport and insurance;
- stated in Dutch currency, subject to exchange rate fluctuations, which will be passed on if the official exchange rate at the time



of supply deviates from the exchange rate on the offer date (which is fixed at 100) by more than 2%.

4.3. Should one or more of the cost factors increase, the Supplier will be entitled to increase the order price accordingly, with due observance of any existing statutory provisions in this regard, on the understanding that future price increases already known are to be stated in the order confirmation.

## 5. Delivery and delivery period:

5.1. Except where agreed otherwise, delivery will be effected carriage paid to the home or business of the Other Party, or to another destination in the Netherlands that the Other Party specifies. The time of delivery will be the time at which the goods are unloaded (the actual transfer); the risk of the goods will then pass to the Other Party. The same will apply if the Supplier is to fit or commission the goods.

5.2. The Other Party will be required to inspect, or instruct the inspection, of the goods, or their packaging, for possible shortcomings (shortages) or damage within 24 hours of delivery, or to have this inspection carried out once the Supplier has notified that the goods in question are at the disposal of the Other Party.

5.3. The Other Party will be required to notify the Supplier directly in writing of the shortages and/or damage present at the time of delivery within 24 hours of delivery. Should it fail to do this, the Supplier will be entitled not to accept complaints in this respect, and the delivered goods are deemed to conform to the contract.

5.4. The Supplier will be entitled to deliver in consignments (partial deliveries), which may be invoiced separately. In this situation, the Other Party will be required to pay in accordance with the provisions of Article 15 of these Terms.

5.5. The delivery period specified will always be approximate and does not count as a deadline, except where explicitly agreed otherwise in writing.

5.6. Goods will be deemed to have been delivered when they, or the most important components thereof, are ready for testing at the premises of the manufacturer in question (being the Supplier or a third party), or when the goods are ready for inspection/sending. The aforementioned will apply once the Other Party has been notified of the above in writing.

5.7. The Supplier will be required to observe the delivery period as much as possible, but will never be liable if it is exceeded. If delivery is effected after the delivery period has passed, the Supplier will not be obliged to make a (compensation) payment of any nature. Failure to deliver within the delivery period will not give the Other Party the right to cancel the contract or refuse to take up the goods in question. The parties will enter into consultation with each other in the event of excessive non-compliance with the delivery period.

5.8. If goods are not taken up within the delivery period, or the Other Party has not observed the call-off period agreed on, the Supplier will be entitled to invoice the goods in question, after which the goods will be stored entirely at the expense and risk of the Other Party.

## 6. Transport and risk:

6.1. If the Other Party does not provide the Supplier with any further instructions, the method used to transport, send and package (etcetera) the goods will be determined by the Supplier with all due care and diligence and in line with sound commercial

practice. Any specific wishes on the part of the Other Party as regards packaging and/or transport, also including relocation within the company or its site, will only be observed if the Other Party pays the costs involved when doing so.

6.2. In principle, goods will be transported at the risk of the Supplier. The liability of the Supplier will, at all times, be limited to the cover/payment provided by the transport insurers in question. The Supplier will be entitled to charge an insurance surcharge.

6.3. If the goods delivered do not exceed a certain invoice value to be specified by the Supplier, the Supplier will be entitled to charge administration, package and shipping costs.

## 7. Packaging:

7.1. The Supplier will only accept the return of durable packaging at cost price if the said packaging is in a good and usable condition. Packaging of this nature will be specified separately in the delivery documents/invoice, on a cost price basis.

7.2. If the condition of the durable packaging returned has clearly deteriorated since being received by the Other Party, the Supplier will be entitled to impose a charge on the Other Party in this respect. The Other Party will not have the right to unilaterally deduct the value of packaging from the amount due to the Supplier.

## 8. Force majeure:

8.1. The following will be understood by the term 'force majeure' in this document:

Any circumstances beyond the control of, or unforeseen by, the parties, further to which the Other Party can no longer reasonably require performance of the contract from the Supplier.

The term 'force majeure' will be understood to include the following at the very least:

work strikes, excessive employee (sickness) absence, transport difficulties, the inadequate supply of raw materials/parts, fire, government measures, including import and export bans, quota restrictions, operational breakdowns experienced by a supplier or suppliers, and also an imputable failure on the part of a supplier or suppliers to meet its or their obligations, because of which the Supplier is not able to fulfil the obligations it has towards the Other Party (any more).

8.2. If the Supplier is of the opinion that a force majeure situation will be of a temporary nature, it will have the right to suspend performance of the contract until the circumstances responsible for force majeure are no longer the case.

8.3. If the Supplier is of the opinion that a force majeure situation will be of a permanent nature, the parties may come to an arrangement about the termination of the contract and the consequences ensuing from its termination.

8.4. The Supplier will be entitled to demand payment of the performances carried out when performing the contract in question before the circumstances resulting in a force majeure situation became apparent.

## 9. Warranty and service:

9.1. With due observance of the provisions set out elsewhere in these Terms, the Supplier will warrant the reliability of the materials used, the characteristics promised and the associated correct functioning. Except where agreed otherwise, this warranty will apply for six months after the date on which new products are delivered (including any 'approval period'). Where the Supplier has bought



goods elsewhere, a warranty will only be provided if and insofar as provided by the original manufacturer or manufacturers.

9.2. Any defects observed in the goods delivered that do fall under the warranty will either be rectified or the goods replaced by new ones, this at the sole discretion of the Supplier, if the Supplier/manufacturer is of the opinion that the defects are the result of construction faults, the materials used or workmanship, rendering them unusable for the purpose intended by the Other Party.

9.3. Goods that are eligible for warranty work will be sent to the Supplier carriage paid. If the Supplier carries out warranty work outside its own company, the Supplier will be entitled to charge the Other Party for the travel and accommodation expenses incurred and also for any (special) transport costs and cost of the test equipment to be used.

In principle, warranty work will take place within the company of the Supplier (in the service department), during normal working hours.

Warranty work may only be done outside normal working hours if a separate service contract has been concluded.

If no defects are evident in goods that are presented for (warranty) repair, the Other Party will bear all of the costs incurred, even during the warranty period.

9.4. All warranty claims will lapse if the Other Party makes changes to or repairs the goods delivered, instructs another party to do either of the aforementioned, or fails to use the goods delivered precisely in line with the (manufacturer's) instructions provided, or are otherwise inexpertly used and/or for objectives other than for which they were originally intended.

9.5. Warranty provisions will not apply if materials are exposed to abrasive liquids, extreme weather conditions, environmental disasters and/or other external causes to be specified by the Supplier. If materials are covered by a warranty, the warranty will solely cover materials; the Other Party will bear all other costs, such as travel, service and fitting costs, costs per kilometre and accommodation expenses.

9.6. These warranty provisions will not apply to consumables. If the Other Party fails to perform one of its obligations, this will release the Supplier from its warranty obligations. Compliance with the warranty obligation will be deemed to represent the payment of full and final compensation.

## 10. Right of retention:

10.1. The Supplier will have a right of retention on all goods that are in its possession, whether from or on behalf of the Other Party, regardless of the reason for this situation; this will apply until the Other Party fulfils the obligations it has towards the Supplier.

10.2. The Supplier will be obliged to administer the aforementioned goods in accordance with sound commercial practice, without the Other Party being able to exercise any right to a (compensation) payment if the said goods are destroyed, lost in part and/or damaged through no fault of the Supplier. Thus, all risk for the goods will remain with the Other Party.

## 11. Liability:

11.1. Except where mandatory statutory provisions on (product) liability are the case and also with due observance of the rules of law concerning public order and good faith, the Supplier will not be obliged to pay any form of compensation for damage or loss of whatever nature, whether direct or indirect, including direct trading loss, damage to movable or immovable property, or damage or

injury to persons, whether sustained by the Other Party or third parties.

With due observance of the provisions set out elsewhere in this article, the Supplier will not be liable for damage caused by the following in any event:

- Improper use of the goods delivered, or their use for a purpose other than that for which it is suitable according to objective criteria;
- Careless handling by the Other Party, its employees, or other individuals engaged by it;
- The violation of patents, licences and other intellectual property rights of third parties as the result of the use of information provided by or on behalf of the Other Party, such as drawings, models, designs and suchlike.

11.2. If the Supplier assists with fitting and/or preparation for operation, without this being stated in the order, it will do so at the risk of the Other Party.

11.3. As regards the provision of advice, the Supplier will only be liable for shortcomings in advice that would normally be avoidable and/or foreseeable, but only up to an amount equal to the payment charged for the advice in question.

11.4. The liability of the Supplier will be also be assessed on the basis of any product or business interruption insurance policies that the Supplier has. Notwithstanding the cover provided, liability will always be limited to the net invoice value of the goods delivered.

11.5. Compliance with the applicable warranty/complaint obligations and/or payment of the assessed damage by the Supplier or its insurer or insurers will be deemed to represent the payment of full and final compensation. For the rest, the Other Party will indemnify the Supplier, explicitly and in full.

11.6. If the Supplier is to buy the goods elsewhere, any (contract) provisions applicable to the transaction will also apply to the Other Party, if and insofar as invoked by the Supplier.

11.7. Supplier is not liable for consequential losses (also not in case of product liability)

## 12. Complaints:

12.1. Complaints will only be accepted if the Supplier receives them directly, in writing, within eight days of delivery. Complaints pertaining to hidden defects must be submitted within the warranty period

The nature and foundation of the complaints must be specified. Complaints pertaining to defects that are visible externally must be submitted immediately, on the date on which goods are tested/inspected in the factory of the Supplier or, if the goods are not tested/inspected, within the period of time referred to above.

12.2. Complaints relating to invoices must also be submitted in writing, within eight days of the date on which the invoices in question are sent.

12.3. Once the aforementioned period has expired, the Other Party will be deemed to have approved the goods delivered or the invoice issued respectively. The Supplier will no longer accept complaints in this situation.

12.4. If the Supplier considers complaints to be well-founded, it will only be required to replace or repair the faulty goods; the Other Party will not also be able to exercise any right to a payment of whatever nature.

12.5. The submission of a complaint will never release the Other Party from its payment obligations towards the Supplier.



12.6. It will only be possible for the Other Party to return the goods delivered, for whatever reason, with the prior explicit permission and shipping instructions of the Supplier.

### 13. Intellectual property rights:

13.1. The Other Party has undertaken only to use the software, peripherals, technical information, circuit diagrams and/or work schedules, operating instructions, drawings and all other essential documentation supplied for its own (internal) use and not to supply it on or sell it in any manner whatsoever, or to anyone whatsoever.

13.2. If the Other Party is held liable in the Netherlands for the infringement of intellectual property rights (industrial property and copyright) in relation to the goods sold by the Supplier and the Other Party immediately notifies the supplier of this situation and the Other Party authorises the Supplier to set up a defence against the aforementioned claim for liability, it will be required to do this at its own expense and, where required, pay compensation to the entitled party or to the party to which the Supplier has awarded the compensation.

13.3. If the Other Party has met the conditions set out in Paragraph 1, the Supplier may, at its own discretion, give the Other Party the right of use to the goods in question, supply replacement or modified goods that do not infringe intellectual property rights, or refund the purchase price to the Other Party once the original goods have been returned, after the deduction of a reasonable usage payment for the period of time that the Other Party used the goods in question

13.4. In no way may the Supplier be held liable for the infringement of intellectual property rights as the result of changes to goods bought and supplied by the Supplier, use of the goods in question in a manner other than that which the Supplier has stipulated, or the integration of the goods with goods that were not supplied by the Supplier.

### 14. Retention of title:

14.1. All goods supplied by the Supplier will remain its property until the time at which payment in full is made for all that which is due to the Supplier from the Other Party for whatever reason, also including future claims against the Other Party, including interest and costs (and, in the event of a current account, will be transferred once any balance for the account of the Other Party has been settled).

14.2. In the event of the treatment or processing of the goods supplied, or their incorporation into other goods, whether by or at the premises of the Other Party, the Supplier will gain joint property rights to the newly created goods and/or the goods combined with the goods supplied or the principal good, for the value of the (original) goods supplied.

14.3. While not being used, the Other Party will be obliged to keep the goods delivered separate from other goods, in a clearly recognisable manner, for example by labelling the goods of the Supplier, until ownership of the said goods has been transferred.

14.4. In the event of the non-payment of an outstanding amount, suspension of payment, an application for a moratorium, liquidation, a guardianship order, the death of the Other Party or the winding up of businesses owned by the Other Party, the Supplier will have the right to cancel the order, or the part of the order that has not been delivered yet, without any notice of default and without judicial intervention and to reclaim ownership of what has possibly been delivered, but not paid for yet, or only in part, offset against any amounts already paid, but without prejudice to

all of the rights the Supplier has to require payment for any loss or damage. In the aforementioned situation, all claims that the Supplier has against the Other Party will become immediately due and payable.

14.5. When first required to do so by the Supplier, the Other Party will authorise the Supplier to immediately repossess goods that have not been paid for (yet), wherever they might be.

14.6. The Other Party may sell on or use the goods in the ordinary course of its business, but they may not be given as collateral or serve as security for the claim of a third party. If goods that have not been paid for (yet) are sold on, the Other Party will be obliged to retain ownership thereof and to assign all claims to the Supplier up to the amount due, at the Supplier's first demand.

### 15. Payment:

15.1. Except where agreed otherwise, a 50% net payment in cash will be effected when the order is supplied or delivered, without any discount or setoff, or by means of a deposit or transfer to a bank or giro account specified by the Supplier, and 50% within 30 days of the invoice date or, in the event of fitting/installation, as of the fitting/installation date. If fitting/installation is delayed through no fault of the Supplier, the latter date will be amended to reflect the number of days by which fitting/installation is delayed.

Without prejudice to the right to compensation for damages under the law, the Supplier will be entitled to impose a late payment surcharge or grant a payment discount, both of which will be announced in advance.

The value date specified on the bank/giro statements of the Supplier will be decisive and, as such, will be deemed to be the date on which payment is effected.

15.2. Each payment made by the Other Party will be made without any setoff and will primarily serve to settle the interest due from it and also the collection costs and/or administration costs incurred by the Supplier and will then be deducted from the oldest outstanding claims.

15.3. In situations where the Other Party:

- a. is put into liquidation, proceeds to assign its assets, applies for a moratorium, or if all or some of its assets are seized;
- b. dies or is put under guardianship;
- c. fails to meet any obligations ensuing for it by law or by virtue of these Terms;
- d. fails to pay an invoice amount, or part thereof, within the period of time specified;
- e. proceeds to cease or transfers its business operations, or an important part thereof, including the contribution of its business operations to a new or existing company, or proceeds to change the objectives of its company, the Supplier will have the right, through the mere occurrence of one of the aforementioned circumstances, to either consider the contract as having been terminated, without any judicial intervention being required, or to demand full and immediate payment of any work already done and/or supplies already provided, without any warning or notice of default being required, without prejudice to the right that the Supplier has to the compensation of costs, loss and interest.

### 16. Cancellation obligation:

The Other Party will have the right to cancel the contract in situations where:

- the Supplier has exceeded the original delivery period and then also exceeds the new reasonable delivery period agreed without any justification for doing so and the Other Party has declared in writing that it would refuse to take up the goods in



question if the delivery period were to be exceeded again and did so in writing before the start of the new delivery period;

- the Supplier is unable to fulfil its delivery obligation within a reasonable period of time of the date on which the Supplier notifies the Other Party of this situation.

Any losses sustained by the Other Party will never be compensated if the contract is cancelled.

#### 17. Interest and costs:

17.1. If payment has not been effected within the period of time stated in the previous article, the Other Party will be in default by operation of law and the Supplier will be entitled to calculate interest of 2% per (part of a) month on the amount still outstanding, commencing 30 days after the invoice date. A surcharge of € 35.00 for administration costs will be passed on to the Other Party at this time too.

17.2. The Other Party will bear all judicial and extrajudicial costs to be incurred. Extrajudicial collection costs will be deemed to constitute a minimum of 15% of the amount due from the Other Party, including the aforementioned interest.

#### 18. Applicable law and disputes:

18.1. All offers, contracts, including these Terms, and the performance thereof on the part of the Supplier will be governed by Dutch law, with the exclusion of The United Nations Convention on contracts for the International sale of goods (*Verdrag der Verenigde Naties inzake internationale koopovereenkomsten betreffende roerende zaken, Wenen, 11-04-1980*).

18.2. All disputes, including those only deemed to be such by one of the parties, ensuing from or relating to the contract to which these Terms apply, or the Terms themselves, and their interpretation or performance, both of a factual and legal nature, will be settled by the court with jurisdiction in the area in which the Supplier has its registered office, this to the extent permitted by law.

18.3. The provisions of Paragraph 2 will not affect the right that the Supplier has to submit a dispute to the civil court with competence in accordance with the normal rules of jurisdiction, or to have it settled by means of arbitration or a binding decision.

### **B. Special terms in relation to fitting and installation work**

#### 19. General:

19.1. These special Terms will apply in addition and complementary to the aforementioned provisions of Articles 1 up to and including 18, except where deviated from explicitly below.

19.2. In these special terms, the term 'Supplier' will also be understood to mean a third party engaged in relation to the fitting/installation work, who carries out the said work in the name of the original Supplier.

#### 20. Delivery and handover:

20.1. The written order confirmation issued by the Supplier will be binding in relation to the installation work and the associated delivery and handover periods. Delivery and handover periods will commence on the date on which the:

- a. Contract is concluded;
- b. Other Party provided the Supplier with all of the information required;

- c. Other Party paid an advance payment instalment that had been stipulated;
- d. Other Party submitted the drawings and designs etcetera approved by a competent person, after the latest of one of the aforementioned dates.

20.2. The provisions of Article 5 will apply in full if the delivery or handover periods are exceeded.

If force majeure on the part of the Supplier makes it impossible to deliver within the delivery period (Article 8), the Other Party will not be entitled to refuse to take up the installation or to cancel the contract. If the Other Party fails to promptly fulfil its obligations, the Supplier will be able to suspend delivery and handover.

20.3. The work will be deemed to have been delivered and completed:

- a. if the Other Party approved the work after inspecting it;
- b. once the Supplier has notified the Other Party that the work has been installed, fitted and/or is operational.  
The Other Party is required to provide the Supplier with the test facilities required.  
Failure to hand over the work will not be deemed to be the case in the event of the absence of a component that was to be supplied by a third-party Supplier;
- c. If the Other Party has failed to inspect or test the work (or have it tested) within eight days of the day on which the Supplier notifies the Other Party in writing that the work has been completed/is operational;
- d. once the Other Party has actually put the work into use. When putting just part of the work into use, the part in question will be deemed to have been completed.

20.4. The Supplier will rectify any minor, non-essential defects as soon as possible; defects of this nature will not provide the Other Party with a reason to withhold its approval.

20.5. Advice/information from the Supplier on the siting and/or use of the system will be provided to the best of its knowledge and ability without a certain result being guaranteed.

#### 21. Scope of the work:

21.1. The fitting/installation work to be carried out will comprise the activities described in the order confirmation and, if and insofar as agreed, the work will also include the supervision of and instruction on the use and operation of the system to be supplied to designated employees of the Other Party. The aforementioned will be arranged in joint consultation, without the Supplier guaranteeing a certain result from the provision of supervision/instruction.

21.2. Except where explicitly agreed otherwise, the following work, supplies and provisions will not be among the obligations arising for the Supplier.

The Other Party will be required to ensure that the following is carried out/implemented promptly, as such ensuring that the work to be carried out by the Supplier is not subject to any delays:

- a. Earthworks, paving work, piling work, cutting and breaking work, foundation work, masonry and concreting work, joinery work and furnishing work, or other additional works of whatever nature.  
The Other Party will always be required to ensure that the site is easily accessible;
- b. Additional help to move items that cannot reasonably be handled by just two people and also the hoisting and/or lifting equipment to be used;
- c. The provision and erection of staging, scaffolding and ladders and their removal once work has been completed;
- d. The provision of the fuels and auxiliary materials, such as compressed air, gas, water, electricity and supply and drainage



- pipes, necessary for performance of the work and also for any testing and commissioning and the provision of connection and safety equipment and cables for the electric motors and/or other electrical equipment to be provided, with the exception of starting and control resistors that form part of the electrical equipment;
- e. Throughout the duration of the work, the provision, in the immediate vicinity of the work to be carried out, of a dry, heated, lit and lockable room, of a sufficient size, to be used as a shelter for the workmen in question and to store the materials to be processed, tools and the personal property of the aforementioned workmen;
  - f. Works required to restore elements of the system or systems that have been soiled or damaged during the work, except where the damage in question was caused by employees of the Supplier;
  - g. Putting and/or keeping the system or systems in use to the satisfaction of the client prior to their handover;
  - h. Lighting the workplace such that installation/fitting work is able to proceed as planned.

21.3. The Other Party will also ensure that applications are submitted on time and/or that the amounts due are paid in relation to supply pipes, connections, municipal tax on encroachments in, on or above public land, the Nuisance Act (*Hinderwet*), the permits required under the Nuisance Act, renovation and planning permission etcetera.

21.4. Except where explicitly agreed otherwise in writing, any materials replaced and residual materials will become the property of the Supplier.

## 22. Contract variations:

22.1. The Supplier will have the right to carry out and pass on the cost of additional work without the prior permission of the Other Party if the additional work in question does not exceed 10% of the original amount agreed.

22.2. Any changes to the order at the request of the Other Party, or that are the result of a change in circumstances that renders it impossible to maintain all or part of the original contract, will be carried out and charged to the Other Party as being a contract variation. All of the aforementioned within the bounds of reasonableness and fairness.

22.3. If contract variations deviate from the original amount by more than 10%, the parties will enter into consultation with each other on the action to be taken. If cancelled by the Other Party, the Supplier will be entitled to invoice the costs incurred or goods supplied up to that point in time.

## 23. Warranty and liability:

23.1 The Supplier will warrant that the goods supplied/fitted are in compliance with the specifications agreed on and the requirements reasonable to impose on them in terms of usability and reliability. The warranty obligation will be limited to repairs and/or replacements prompted by shortcomings, provided complaints are submitted on time.

23.2. In addition to what is specified in article 11 of these Terms, the Supplier will not be liable for:

- the design of the systems and/or components thereof or any other data/information, if they do not originate from the Supplier;
- influences on the system further to the use of material requirements and/or user and operating instructions that do not originate from the Supplier;

- late compliance with the user instructions relating to operation and/or power supply;
  - normal wear and tear and damage and wear and tear due to overloading or the influence of abnormal circumstances; this will include any damage and wear and tear as a result of weather influences, abrasive liquids, environmental disasters and/or terrorist attacks.
  - application of the safety requirements prescribed by law.
- The warranty obligation of the Supplier will lapse in the aforementioned situations, without prejudice to the provisions of Article 9.

## 24. Complaints:

The Other Party will be obliged to submit capacity-related complaints directly to the Supplier within eight days of the date on which the work is handed over.

## 25. Payment:

The Supplier will be entitled to require payment in instalments in relation to fitting/installation:

- 1/3 when entering into the contract;
- 1/3 when making the goods, or the most important components thereof, available for testing, inspection or shipping;
- 1/3 30 days after the due date for the second instalment.