NETHERLANDS ASSOCIATION OF REFRIGERATION ENGINEERING AND AIR TREATMENT COMPANIES NVKL

General Terms and Conditions of offer, sale, delivery, payment, installation, repair, and maintenance of the Netherlands Association of Refrigeration Engineering and Air Treatment Companies NVKL: wholesalers, importers and manufacturers of semi-manufactured goods and fitters in the refrigeration engineering industry, filed with the registry of the District court in The Hague on 18 February 2015 under number 25/2015.

SECTION I. GENERAL PROVISIONS

Article 1. Definitions.

In these General Terms and Conditions:

- **Supplier** means the enterprise in the field of refrigeration engineering and air treatment which is party to any agreement for the delivery of products, i.e. the supply of goods or provision of services, such as assembly, installation, repairs, inspection and maintenance, including this enterprise that refers in its offers to these General Terms and Conditions.
- **Customer** means the other party or parties to the agreement referred to above.
- **Product** means a good or service, such as assembly, installation, repairs, contracting work, inspection and maintenance.
- **Repair** means the repair of a good.
- **Written** means by means of a written notice signed by both parties or a letter, facsimile, email or any other technical means agreed upon by parties.

Article 2. Applicability.

2.1. Unless the parties agree otherwise in writing, these General Terms and Condi-tions are applicable to all agreements concluded between Supplier and Customer, regardless of whether the agreement is for the supply of goods and/or for the provision of services. Supplier expressly rejects any reference of Customer to its own general terms and conditions.

2.2. The provisions of Sections II, III en IV include a specific regulation and are to be regarded as an addition to the general provisions of Section I. In the event of a discrepancy between the provisions of Section I and those of Sections II to IV, the latter prevail.

Article 3. Offers.

3.1. All offers, regardless in what form, are subject to contract, unless explicitly stated otherwise.

3.2. All offers are based on performance under normal circumstances and during normal working hours.

Article 4. Agreements.

4.1. Where an agreement is concluded in writing, Supplier will only be bound to such agreement after having accepted the relevant order in writing and after having received an advance on the payment for the order, if an advance payment has been agreed.

4.2. If partial deliveries and payments are agreed, each part will be regarded as a separate agreement, subject to provisions to the contrary, specifically the provisions regarding payment and warranty.

4.3. Anything supplied and/or added by Supplier, in consultation with Customer, during the execution of the agreement in excess of the quantities expressly confirmed in the agreement or order confirmation, or performed in excess of the services expressly laid down in the agreement or in the order confirmation, whether laid down in writing or not, is regarded as contract extras.

4.4. The Supplier's order confirmation is binding in regard of the extent and the nature of the agreement.

4.5. The agreement encompasses solely the delivery of the products specified therein.

4.6. Data mentioned in catalogues, illustrations, drawings, statements of sizes and weights, etc., are binding only if and in so far as these are expressly included in an agreement signed by both parties or an order confirmation signed by seller.

4.7. With respect to all intellectual property rights vested on goods that are made available to Customer through Supplier, the intellectual property rights of the initial rights holder is reserved. Customer undertakes to keep confidential all information and knowhow that is disclosed to him through Supplier and to respect all intellectual property rights. Customer is obliged, at Supplier's first request, to submit all documents and other data carriers that contain copyrighted works or information as referred to in the preceding sentence, in so far as it does not require these in connection with the execution of the relevant agreement. The obligation that rests on Customer pursuant to the above apply by analogy to goods and data subject to copyright that are made available by Customer to Supplier.

4.8. All drawings, illustrations, catalogues, and other data and the intellectual property rights on the information contained therein supplied by Supplier remain the property of Supplier and must be returned to Supplier at its first request. Customer is not allowed to make copies of these drawings, etc. or to replicate them and/or disclose them or make them available to third parties, save in the execution of the agreement.

Article 5. Prices.

5.1. All prices quoted in offers and order confirmations are exclusive of VAT and all other government charges levied on the sale and delivery, and are based on delivery □ex-works/warehouse□ in accordance with the Incoterms applicable at the time when the offer has been issued or when the agreement is concluded. In the event of delivery □ex-works/warehouse□ the prices are □without packaging□ unless agreed otherwise.

5.2. If after the date on which the agreement is concluded there is an increase in price of one or more of the cost factors □also when this is due to foreseeable circumstances - Supplier may raise agreed price correspondingly, save during a period of three months after the date of concluding the agreement, except with respect to the maintenance contract referred to in Section IV.

5.3. The agreement includes the right of Supplier to separately invoice any contract extras it has carried out, as soon as it is aware of the price to be billed for them. The rules of the article 5.1 and 5.2 are applicable by analogy to the calculation of contract extras.

5.4. Prices are exclusive of loading/unloading charges and costs of transporting raw materials, semi-manufactured goods, models, tools and other goods made available by Customer, and are invoiced separately. Any costs paid by Supplier in this regard are considered as an advance payment chargeable to Customer.

Article 6. Payment.

6.1. All payments due to Supplier are payable within thirty days after delivery.

6.2. Supplier may at all times demand payment of all amounts that Customer will owe in advance. Unless otherwise agreed, the following payment arrangement applies to amounts in excess of □25,000:
□ 40% upon placing the order;
□ 50% upon delivery;
□ The remainder (10%) within 30 days after delivery.

6.3. All payments are to be made, without any deductions or setoff, to a bank or giro account to be specified by Supplier.

6.4. The payment instalments are not related to the delivery of the products, unless otherwise agreed.

6.5. If Customer fails to effect timely payment it will be in default by operation of law, in which event Supplier may charge Customer, without serving any notice of default, interest on the instalment due and not yet paid at an interest rate of three percentage points on top of the statutory interest as it applies in the Netherlands, as referred to in Section 6:119a and Section 6:120(2) of the Dutch Civil Code, without prejudice to any other rights Supplier may have, including the right to recover from Customer the extrajudicial collection costs in respect of the debt, apart from and in excess of the legal costs, if any.

6.6. Payments will first be applied for settling any judicial and extrajudicial costs, next for settling interest due, and finally for settling the invoiced amounts due, whereby at all times the longest outstanding invoice will first be settled.

Article 7. Retention of title.

7.1. Supplier retains title to all goods it has delivered to Customer until the amounts due for the goods, including interests and costs, have been fully paid. If as part of the agreement Supplier has provided any services for the account of Customer, the said retention of title applies until Customer has paid these claims of Supplier as well, including interest and costs. The retention of title also applies to any claims Supplier might acquire against Customer due to the failure of Customer to fulfil one or more of its obligations towards Supplier.

7.2. For as long as title to the delivered goods has not passed to Customer, Customer may not pledge the goods or grant a third party any rights thereto, subject to the provisions of article 7.6.

7.3. After Supplier requests to that effect, Customer will be obliged to render all necessary cooperation in order to create all rights of pledge within the meaning of Section 3:237 Dutch Civil Code to delivered goods of which title has passed to Customer upon payment, as additional security for any claims, other than those mentioned in Section 3:92.2 Dutch Civil Code , that Supplier might have against Customer on any other grounds.

7.4. Customer is obliged to keep the goods delivered subject to retention of title with all necessary care and clearly marked as Supplier□s property. Customer is obliged to insure the goods for the duration of the retention of title against fire, explosion and water damage as well as against theft and to submit the insurance policies to Supplier at Supplier's first request. Customer undertakes to pledge all claims it has against the insurers of the goods under the above-mentioned insurance policies to Supplier at the latter's first request, in the manner provided for in Section 3:239 Dutch Civil Code , as security for the claims Supplier has against Customer.

7.5. If Customer fails to fulfil its payment obligations towards Supplier or Supplier has good grounds for fearing that Customer will fail to fulfil these obligations, Supplier may repossess the goods delivered subject to retention of title. After the goods have been repossessed Customer will be credited for the market value, which will in no event exceed the original purchase price, after deducting the costs involved in the repossession.

7.6. Customer may sell and transfer the goods delivered subject to retention of title to third parties as part of its normal business activities. When selling on credit Customer is obliged to stipulate the same retention of title as that provided for in this article.

7.7. Customer undertakes, for as long as the title to the delivered goods has not passed to Customer, not to assign any claims he acquires against its customers to third parties or to pledge same without the prior written permission of Supplier. Customer furthermore undertakes to pledge the above-mentioned claims to Supplier at the latter's first request, in the manner provided for in Section 3:239 Dutch Civil Code , as security for Supplier claims against Customer.

Article 8. Liability.

8.1. Supplier's liability is limited to fulfilment of the warranty obligations mentioned in the Sections of these Conditions. If Supplier has not fulfilled its obligations arising from the warranty obligations mentioned in these Conditions within a reasonable time, Customer may by notice in writing set a final appropriate time for fulfilment of the Supplier's obligations. If Supplier fails to fulfil its obligations within such final time, Customer may, for the account and risk of Supplier, itself undertake or employ a third party to carry out repair work. Where repair work has thus been undertaken successfully by Customer or by a third party, reimbursement by Supplier of reasonable costs incurred by Customer shall be in full settlement of Supplier liabilities for the said defect, provided that these costs shall not exceed 15 per cent of the agreed price of the delivered product.

8.2 If the repair work in accordance with the provisions in article 8.1 has not been successfully undertaken:

a) Customer is entitled to a reduction of the agreed price of the delivered product in proportion to the reduced value of the product, provided that this reduction shall not exceed 15 per cent of the agreed price for the delivered product, or

b) Where the defect is so substantial as to significantly deprive Customer of the benefit of the contract, Customer may terminate the contract by notice in writing to the Supplier. Customer is then entitled to reimbursement of the purchase price for the delivered product and to compensation for the damage he has suffered up to a maximum of 15 per cent for the agreed price for the delivered product.

8.3 Save in the event of wilful recklessness of members of the Supplier management, and, without prejudice to the provisions in Article 13.6 and in Article 8.1 and Article 8.2, Supplier liability for defects in the delivered product and in connection with the delivery, such as for loss resulting from delay in delivery and from non-delivery, loss of profits, other indirect loss and loss due to third-party liability and loss as a result of any unlawful acts or omission of (employees) of Supplier is excluded.

8.4 Supplier is not liable for any infringement of patents, licences or other third-party rights due to or resulting from information supplied by or on behalf of Customer. Nor is Supplier liable for any damage or loss of raw materials, semi-manufactured goods, models, tools and other goods made available by the Customer, regardless of the cause.

8.5 Any help and assistance Supplier renders in respect of assembly ☐ regardless of what nature ☐where assembly does not form part of an order, will be for the account and risk of Customer.

8.6 Customer will be liable for the constructional component not supplied by Supplier and/or for the adverse effects arising from the condition of the soil, and is obliged to compensate Supplier for any loss Supplier might suffer due to the unsoundness of the constructional component and/or the condition of the soil.

8.7 Customer is obliged to indemnify Supplier and to hold Supplier harmless for and against any third-party claims for compensation of loss for which Supplier liability in its relationship with Customer is excluded under these Conditions.

8.8 Customer is obliged, except in the event of gross negligence on the part of Supplier, to indemnify Supplier against any loss arising from the use by Supplier of goods that are the property of Customer.

Article 9. Force majeure.

For the purpose hereof force majeure is understood to mean any circumstances beyond the control of Supplier ☐even if these were foreseeable at the time of concluding the agreement - and that temporarily or permanently prevent the execution of the agreement, as well as, if not already included therein: War and kindred risks, terrorism, civil war, riots, strikes, lockouts, transport difficulties, fire, and other serious disruptions of the business of Supplier or its suppliers.

Article 10. Termination.

10.1. If Customer fails to fulfil one or more obligations under the agreement, or fails to do so in time or properly (including the obligation to take possession of the performance to be provided by Supplier), files for a moratorium, or if its business is shut down, wound up, or wholly or partially transferred, it will be considered to be in default by operation of law and Supplier will be entitled to terminate the agreement with Customer wholly or partially, without notice of default or judicial intervention, and without Supplier being obliged to pay any compensation or to offer any guarantee.

10.2. If the agreement is terminated in accordance with Article 10.1, or is set aside by the court, Supplier will be entitled to full compensation. The loss will be set at 75% of the amount due for (that part of) the agreement that has not yet been executed, without prejudice to Supplier right to claim compensation of the actual loss due to Customer failure, should there be grounds for this.

10.3. In the instances referred to in Article 10.1, Supplier may also suspend the execution of the agreement and demand immediate payment of everything Customer owes or will owe under the agreement. In addition Supplier is entitled in this event to compensation of the loss it suffers due to the suspension and the effects thereof.

10.4. In case of suspension, Supplier has the right to have the goods purchased, reserved, processed and produced for the performance of the agreement stored for the account and risk of the Customer. In case of termination the preceding sentence is applicable accordingly, but Supplier, rather than to store the goods, may also chose to sell or destruct them, for the account and risk of the Customer. In case of suspension of termi-nation Supplier shall be entitled to full compensation, but shall not be held liable for any compensation of loss itself.

Article 11. Disputes.

11.1 Any disputes arising between parties in relation to an offer, conclusion or performance of an agreement or specific agreement may be submitted either by Supplier or by Customer to the Disputes Committee: De Geschillencommissie Koude en Klimaat, Bordewijklaan 46, P.O. Box 90600, 2509 LP Den Haag. (www.degeschillencommissie.nl)

11.2 The Disputes Committee mediates in a dispute only if Customer has first submitted its complaint to Supplier. If the complaint does not lead to a solution, Customer may submit the dispute to the Disputes Committee in writing or by some other means to be established by the Committee.

11.3 If Customer submits a dispute to the Disputes Committee, Supplier is bound to this decision. If Supplier wishes to submit a dispute, he is required to ask Customer in writing or any appropriate form to declare whether Customer agrees to this within five weeks. Should Customer fail to respond within the time above Supplier shall deem itself free to submit the dispute to the ordinary court.

11.4 The Disputes Committee pronounces its judgment with due observance of the regulations applicable. The regulations of the Disputes Committee shall be sent upon request. The decisions of the Disputes Committee shall be legally binding. A fee is payable to settle a dispute.

11.5 Only an ordinary court or the Disputes Committee above are authorised to take cog-nisance of disputes.

11.6 All offers and agreements to which these Terms and Conditions apply, wholly or partially, are governed by Dutch law.

Article 12. General.

If and in so far as a court finds that any provision of these General Terms and Conditions is null and void, Supplier and Customer are obliged to renegotiate the voided provision.

SECTION II. ADDITIONAL, SPECIAL PROVISIONS REGARDING DELIVERIES UNDER PURCHASE AGREEMENTS

Article 13. Delivery and delivery times.

13.1. The delivery time commences on the latest of the following moments:

- ☐ The day on which the purchase agreement is concluded;
- ☐ The day on which Supplier receives the documents, data, permits, etc. it needs for fulfilling its obligations under the purchase agreement;
- ☐ The day on which all necessary formalities are completed before Supplier can begin fulfilling its obligations under the purchase agreement;
- ☐ The day on which Supplier receives payment of the sum that has to be paid in advance in accordance with the purchase agreement before Supplier begins fulfilling its obligations under the agreement.

13.2 If the purchase agreement is amended before its execution or if Customer suspends execution, the delivery time is extended with at least the time necessary to perform the extra work required as a result.

13.3 In the event that Supplier experiences delays due to Customer failing to perform any of its obligations or failing to give the cooperation that is required of it in connection with the execution of the agreement, the delivery time will be extended with at least the duration of this delay.

13.4 As regards the delivery time a product is considered to be delivered when, if inspection at the premises of Supplier is agreed, it is ready for inspection, and in all other instances when it is ready for shipment; or if so agreed, ready at the place of completion.

13.5 The delivery time is based on the working conditions as they apply at the time of concluding the agreement and on a timely delivery of the materials ordered by Supplier for the execution of the work. If, through no fault of Supplier, delays occur due to changes in the aforementioned working conditions or because of delays in the supply of ordered materials, the delivery time will be extended in as far as is necessary.

13.6 If the delivery time is exceeded Supplier does not have a right to dissolve the agreement completely or partially, unless such delay exceeds 16 weeks or the Supplier indicates that delay will exceed 16 weeks. In case of such delay Customer is entitled to dissolve the agreement by notice in writing and shall, where appropriate, be entitled to reimbursement on of (any part of) the purchased price paid and reimbursement for the loss suffered, which compensation shall not exceed 15 per cent of the agreed price of the delivered product. Unless Customer makes use of its above right to dissolve the agreement, any delay in delivery time ☐for whatever reason ☐does not entitle Customer to carry out or cause to carry out, any work itself in execution of the agreement without court authorisation.

Article 14. Delivery-related risk.

14.1 The products are for the account and risk of Supplier until delivered in accordance with Article 13.4 of this Section. After delivery the products are for the account and risk of Customer.

14.2 Unless Customer gives Supplier instructions to the contrary, the manner of transport, packaging, etc., will be determined by Supplier in all reasonableness, without accepting any liability in this regard and without being obliged to take back the packaging, unless this is mandatorily prescribed by Directive 94/62/EC on packaging and packaging waste.

14.3 All products are shipped for the account and risk of Customer, therefore also if it is agreed that delivery is paid for by Supplier, even if the carrier stipulates that a clause be included in the consignment note, roadway bill, etc., that all transport damage are for the account and risk of the shipper, i.e. Supplier.

Article 15. Warranty.

15.1 Without prejudice to the following limitations, Supplier warrants the soundness and quality of the products it delivers during a period of twelve months after delivery thereof (subject to article 13.4). The products will meet the regulations applicable in the Netherlands on the day on which the agreement is concluded as regards operation, transport and safety. If, between the date of concluding the agreement and delivery or commissioning, amended statutory regulations come into force, the products concerned will be adapted to these new regulations as quickly as possible. Any costs related thereto will be for the account of Customer. If one of the parties objects to the application of the amended regulations, it will notify the other party of its objections. Any repairs and/or replacement of a part under the warranty will in no event extend the warranty period for the entire delivered good.

15.2 Unless explicitly agreed otherwise in writing, the Supplier's obligations under the warranty are limited to deliveries within the Netherlands.

15.3 If the delivered products suffer from visible defects and Customer has failed, after taking possession of the products, to submit a complaint to Supplier within 14 days after the delivery in accordance with Article 13.4, the product will be deemed to have been accepted. Without prejudice to Supplier's obligation to fulfil its warranty obligations, acceptance will exclude any claim of Customer due to failure to perform on the part of Supplier.

15.4 Warranty is only offered in respect of defects of which Customer has notified Supplier by registered post immediately after it became aware thereof and of which Customer is able to demonstrate that it occurred within the stipulated term as a sole or the main immediate result of a fault in the construction designed by Supplier, faulty finishing, or the use of poor materials. Customer is obliged to return all defect or unsound products, for its own account, to Supplier, unless Supplier decides that repair or replacement may take place where the system is located; in the latter event all additional costs, including travel and accommodation expenses of Supplier's engineer(s) and the costs of transport of goods, will be for the account of Customer.

15.5 Supplier is not liable for any defects that are (also) the result of government regulations regarding the nature and/or quality of the delivered products, materials used, or their construction.

15.6 Excluded from warranty is damage to lacquer work and ornamental fitting, unless such damage is caused by faults in the quality or construction of other parts. Also excluded from warranty are defects and faults caused by normal wear and tear, as well as defects and faults that are wholly or partially attributable to inexpert or careless treatment on the part of Customer, its staff, or third parties, or to modifications, instructions or repairs carried out to or given in respect of the product by Customer, its staff, or third parties, or if the product is used for other than normal business purposes or is used in an abnormal manner, or if Customer has failed to strictly comply with the user's and operation instructions of Supplier.

15.7 In fulfilment of its warranty obligations Supplier may, at its own reasonable discretion, either replace the relevant parts and fit new ones, or carry out the agreed activities again or as yet. Repair and/or replacement of a part under the warranty will in no event extend the warranty for the entire delivered good.

15.8 Parts that are replaced by new ones remain or become the property of Supplier as a result of the delivery or fitting of the new parts and must be returned to Supplier by Customer for the latter's account. Customer is not allowed to return products or parts to Supplier without Supplier's express written consent.

15.9 The warranty offered for products and parts that are not produced by Supplier itself will in no event exceed the warranty offered, and only in so far it is offered, by Supplier's supplier(s).

15.10 If Supplier, regardless for what reason, is unable to supply product parts under the warranty as replacement of parts previously supplied, the warranty obligations will be suspended, assuming that the impediments will be of a temporary nature, until the impediments are lifted; if it may be reasonably assumed that the impediments are of a permanent nature, Supplier may compensate the monetary value of the parts, these being the cost price originally paid by Supplier for these similar product parts.

15.11 The alleged failure of Supplier to fulfil its above-mentioned warranty obligations will not release Customer from its obligations under the purchase agreement or under any other agreements concluded with Supplier, if any.

15.12 The above-mentioned warranty obligations of Supplier lapse if Customer has failed to fulfil, or failed to do so properly or in time, any obligations under the purchase agreement or under any other agreements concluded with Supplier, if any.

SECTION III. ADDITIONAL, SPECIAL PROVISIONS REGARDING ASSEMBLY AND INSTALLATION

Article 16. Delivery and delivery times.

16.1 The delivery time commences on the latest of the following moments:
- a. The day on which the purchase agreement is concluded;
- b. The day on which Supplier receives the documents, data, permits, etc. necessary for executing the order;
- c. The day on which all necessary formalities are completed before the work may begin;
- d. The day on which Supplier receives payment of the sum that has to be paid in advance in accordance with the purchase agreement before the work may begin

16.2 The delivery time is based on the working conditions as they apply at the time of concluding the agreement and on a timely delivery of the materials ordered by Supplier for the execution of the work. If, through no fault of Supplier, delays occur due to changes in the aforementioned working conditions or because of delays in the supply of ordered materials, the delivery time will be extended in as far as is necessary.

16.3 Supplier will not be in default due to the mere exceeding of the delivery time. This requires at all times the serving of a notice of default.

16.4 Exceeding the delivery time will not give Customer the right to carry out, or cause to carry out, activities in execution of the agreement without a court authorisation.

16.5 Without prejudice to what is provided in this article regarding extending the delivery time, the delivery time will be extended with the duration of the delay caused on the part of Supplier due to the failure of Customer to fulfil one or more obligations under the agreement or to provide the cooperation it is required to provide in respect of the execution of the agreement.

16.6 Assembly and installation will be considered completed when the products to be assembled, or the principal components thereof, such at the reasonable discretion of Supplier, are operational at the agreed destination.

16.7 As regards assembly and installation the goods are for the risk of Customer after they have arrived at the agreed destiny.

16.8 If so requested by Supplier Customer will sign a takeover protocol in evidence of the fact that the goods are delivered complete and operational, without prejudice to the provisions of Article 19 (of this Section).

Article 17. Inspection and testing.

17.1 If inspection and/or testing at Customer's is agreed, Supplier will be given the opportunity to carry out pre-tests. To this end Customer will timely provide the necessary auxiliary tools and materials, water, energy, heating and lighting, all this for its own account and risk.

17.2 Supplier will be given the opportunity to address objections of Customer further to the test, before Customer may reject of refuse the installation.

17.3 The inspection costs are for the account of Customer.

17.4 The inspection may not cause any delays in the progress of Supplier's present or other activities. If Customer has not exercised the right to inspect within eight days after it has been notified of its opportunity to do so, the goods are considered to have been approved.

Article 18. Assembly and installation.

18.1 Customer is responsible towards Supplier for a correct and timely execution of all installations, facilities and/or conditions necessary for setting up the products to be assembled and/or the correct operation of the product in assembled state, save in the event and to the extent that the execution is carried out by on or behalf of Supplier on the basis of data supplied and/or drawings prepared by the latter.

18.2 Without prejudice to article 18.1 Customer will in any event ensure, for its own account and risk, that:
- a. Supplier's staff will be able to start its activities as soon as it arrives on the location of the installation and to continue doing so during normal working hours and also, if Supplier so requires, outside normal working hours, provided Customer is timely notified thereof;
- b. Supplier's staff is provided with suitable accommodation and/or all facilities required by law, under the agreement, and for the use;
- c. The access roads to the place of installation are suitable for the necessary transport;
- d. The designated place of installation is suitable for storage and assembly;
- e. Necessary lockable storage space is available for storing materials, tools and other goods;
- f. The necessary and usual supporting staff, auxiliary tools and materials (including fuels, lubricants, grease, polishing material etc., gas, water, electricity, steam, compressed air and heating, lighting, etc.), and that the normal measurement and test equipment used in Customer's enterprise are timely available for Supplier at the proper location free of charge;
- g. All necessary safety measures and precautions have been taken and enforced, and that all measures have been taken and enforced to ensure that the assembly/installation takes place in accordance with the applicable government regulations.
- h. The supplied products are present at the proper location at the start of and during the assembly.

18.3 Any damage and costs caused due to the fact that the conditions of this article have not been met are for Customer's account.

Article 19. Warranty.

19.1 Unless otherwise agreed, only the soundness of the execution of the instructed activities is warranted in respect of maintenance and service activities carried out, or other services provided by Supplier, for a period of six months after the day on which these activities are completed. This warranty constitutes the sole obligation of Supplier to carry out, in the event of unsoundness, the relevant activities again in so far as they were unsound. All costs in excess of this obligation, including but not limited to transport costs, travel and accommodation expenses and the costs of disassembly and reassembly, will be for Customer account. Repair activities refer to activities not carried out under the warranty.

19.2 Unless explicitly agreed otherwise in writing, Supplier is only obliged to fulfil the warranty obligations set forth in this article in the Netherlands.

19.3 The warranty obligations set forth in articles 19.1 and 19.2 lapse in the event that one or more of the following circumstances occur:

- Supplier is not notified of the unsoundness of the delivered goods or parts immediately after this has become apparent;
- ☐ The unsoundness is due to incorrect use or lack of maintenance;
- ☐ The delivered goods have been tampered with by Customer or third parties;
- Customer has failed to fulfil its obligations under the agreement;
- ☐ The user manual and/or instructions and directions given by Supplier are not followed.

19.4 Customer will return the goods to be repaired or replaced in accordance with Article 19.2, in so far it is possible to do so, to Supplier at the latter request.

19.5 In respect of parts that are delivered but not assembled by Supplier no warranty is given in the event of faulty assembly.

SECTION IV. ADDITIONAL SPECIAL PROVISIONS REGARDING MAINTENANCE AND SERVICING OF SYSTEMS

Article 20. Definitions.

In these additional special provisions:

- Maintenance Contract means the agreement under which Supplier undertakes to carry out preventive maintenance during the term of the contract.
- Preventive Maintenance means carrying out inspection/control in accordance with the provisions of the EU F Gas Regulation and the EU Ozone Regulations, e.g. checking systems on proper functioning, leak-tightness in order to prevent loss of refrigerant; checking and testing of electric switching, control and safety equipment; and readjusting or synchronising the system(s) where necessary.
- Corrective Maintenance means remedying faults and repairing goods.

Article 21. Preventive Maintenance.

21.1 Preventive Maintenance is carried out during normal working hours, on working days between 08:00 to 16:30 hours, excepting weekends and official holidays.

21.2 Customer must immediately notify Supplier in writing if the system is shifted or altered. Altering or shifting the system may result in a change in the rates specified in the Maintenance Contract.

21.3 Maintenance to piping work is only carried out in so far as this is mounted in sight. The cleaning of the interiors of furniture forming part of the system is excluded, as is cleaning of the evaporators and condensor(s) of the system(s).

21.4 After each inspection Customer is notified by Supplier, by way of a maintenance report, of the state of maintenance and reliability of the system.

Article 22. The Regulation.

Customer will be notified of the preventive checks required under the Decrees timely in advance, whereupon Customer will give Supplier the opportunity to carry out the relevant checks in accordance with the said Decrees [besluiten is hierboven vervangen, ik zou hier dan vertalen met Regulations].

Article 23. Refrigerants.

If work is carried out using refrigerants, this will be recorded in the log of the system concerned. Any refrigerants removed as part of the Preventive Maintenance are charged to Customer separately. After the refrigerants that have been removed have been transferred to Supplier, it is required to comply with the applicable statutory regulations.

Article 24. Corrective Maintenance.

24.1 The Maintenance Contract excludes activities related to Corrective Maintenance. Corrective Maintenance is carried out after a fault report is received from Customer or after a fault is detected in another way. After the receipt of a fault report, the necessary Corrective Maintenance will be carried out, where possible, during normal working hours.

24.2 The provisions of Section III apply by analogy to Corrective Maintenance.

Article 25. Free access.

25.1 Supplier service engineer must at all times have free and unobstructed access to the room where a system is located. If it is not possible to have free and unobstructed access to a system, or Customer does not allow access, Supplier will be released of its obligation to carry out the agreed work, without prejudice to Customer obligation to pay Supplier the agreed price.

25.2 Supplier service engineer must be able to start his activities immediately upon arrival and must have the required workspace at his disposal. Waiting or delays as a result of circumstances beyond the control of Supplier may be charged to Customer.

Article 26. Exclusions.

The Maintenance Contract in any event does not include carrying out activities due to:

a. Incorrect or inexpert use of the system or using the system for purposes other than the intended purpose.
b. Insufficient cleaning of furniture or cells that may result in blockage of the water discharge due to dirt causing the system(s) to function inadequately.
c. Accidents or other outside causes or influences.
d. Abnormal physical or electric loads.
e. Altering of shifting the system or maintenance carried out by third parties.
f. The introduction of new statutory or other government measures affecting the nature or extent of the maintenance activities.
g. Wear of the condensor or evaporator due to weathering caused by outside influences.
h. The repair of the system being reasonably impossible ☐such at the discretion of Supplier – or the system having insufficient capacity for the purpose for which it is used.

Article 27. Payment and compliance.

27.1 If and in so far as payment in advance is agreed, the subscription fee is payable either on the first day of the term of the contract, or on the first day of the month prior to the moment when the maintenance is to be carried out.

27.2 Payment of the subscription fee is due within 14 days after the date of invoice.

27.3 If Customer in any way defaults on its payment obligations, including on the payment of the subscription fee due under the Maintenance Contract, pursuant to which Supplier has suspended fulfilling its obligations, such suspension shall also extend to reporting and carrying out preventive checks in accordance with the Regulation.

27.4 During the period in which Supplies has suspended fulfilment of its obligations, Supplier may not be considered to be the ☐manager☐within the meaning of Article 6 of the Regulation.

Article 28. Warranty.

Unless otherwise agreed, only the soundness of the execution of the instructed activities is warranted in respect of assembly, repairs, installation, maintenance and service activities or other services provided by Supplier, for a period of six months after the day on which these activities are completed. This warranty constitutes the sole obligation of Supplier to carry out, in the event of unsoundness, the relevant activities again in so far as they were unsound. All costs in excess of this obligation, including but not limited to transport costs, travel and accommodation expenses and the costs of disassembly and reassembly, will be for Customer account. Repair activities refer to activities not carried out under the warranty.