

GENERAL TERMS AND CONDITIONS OF PURCHASING

of

the private limited liability company incorporated under the laws of the Netherlands

GEA PROCESS ENGINEERING NEDERLAND BV

(hereinafter referred to as: the PURCHASER)

established in Deventer, the Netherlands at Munsterstraat number 5

filed with the Chamber of Commerce for the East of the Netherlands in Enschede, the Netherlands, on 11 December 2007 under number 08044193

Article 1 - Applicability

- 1.1 These General Terms and Conditions of Purchasing (hereinafter referred to as General Terms and Conditions) shall apply to all requests for tenders, orders, commissions and agreements for the supply of goods and/or to services to be rendered for the PURCHASER (or companies affiliated with it), including additional or less work. Deviations from or supplements to these General Terms and Conditions shall require the PURCHASER confirming this in advance, in writing and shall solely apply to the request for tender in question, the order in question or the agreement in question.
- 1.2 Any general terms and conditions applied by the Supplier shall not bind the PURCHASER unless the PURCHASER has agreed to this in writing.
- 1.3 If the PURCHASER has agreed in writing with the applicability of one or more divergent terms and conditions, the remainder of these General Terms and Conditions shall continue to remain in full force and effect.

Article 2 – Agreements and Amendments

- 2.1 Agreements concluded between the Supplier and the PURCHASER shall solely come into effect when the PURCHASER has provided a purchasing chit for the commission or order. If an order is placed verbally, the agreement shall only come into effect the moment the PURCHASER has sent the purchasing chit to the Supplier. Should no confirmation by means of a purchasing chit follow from a verbal order, the PURCHASER shall not be bound by or to the terms of that order.
- 2.2 Tenders provided by a Supplier shall be deemed to be a binding offer made to the PURCHASER.
- 2.3 If the order confirmation differs from the original order, the PURCHASER shall solely be bound if and to the extent it has expressly confirmed in writing its agreement with any such difference. Acceptance on the part of the PURCHASER of deliveries and/or payments it has made for them shall not imply any acknowledgement or acceptance of any such difference(s).
- 2.4 The PURCHASER shall remain entitled to cancel an order before the agreed time of delivery, in whole or in part, or to stipulate a later delivery time. That may be done by means of issuing a written notice to this effect to the Supplier, without the PURCHASER becoming due to pay any costs in this connection, all this in observance and compliance with that determined in the following section.
- 2.5 The PURCHASER shall be entitled to change the scope and scale of orders, even if this results in less or more work. Should the Supplier be of the opinion that the change has consequences for the price or the delivery time agreed, the Supplier shall immediately – at least within 5 working days - inform the PURCHASER of this in writing and shall, if more work is claimed, provide a written tender covering alternative price and time factors, as well as the consequences for the further activities to be conducted by the Supplier. The PURCHASER shall solely be bound to pay for any additional work after having confirmed this in writing and shall also solely be bound to accept any amended delivery time, price and/or other consequences if it has similarly confirmed this in writing. Should the Supplier fail to inform the PURCHASER, within 5 working days of any consequences for the price agreed or delivery time, amended orders shall be performed in accordance with the originally agreed price, delivery time and further terms and conditions. Should the Supplier require more than 5 working days to inform the PURCHASER of any of the aforementioned consequences, it shall inform the PURCHASER of this before the expiry of that time period. Should any changes made result in a reduction of the purchase price, the PURCHASER shall solely be bound to pay the lower amount. Should the changes result in a shorter delivery time, the PURCHASER shall also retain the right to a shorter delivery time.
- 2.6 Should the Supplier in the tender for the supply of goods and/or services refer to amounts of materials required and/or the number of hours of work required, the Supplier shall not be entitled to charge the PURCHASER a higher price should the delivery agreed upon require a larger amount of materials and/or a larger number of hours of work. The PURCHASER shall be entitled to the delivery agreed upon, which shall take precedence over and above the aforementioned numbers and amounts.



GEA Avapac GEA Barr-Rosin GEA Brewery Systems
GEA Colby GEA Diessel GEA Ecoflex
GEA Filtration GEA Niro GEA Niro Soavi
GEA Procomac GEA Tuchenhagen GEA Wiegand



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Deutsche Bank AG Amsterdam, account no. 26 54 46 589, BIC DEUTNL2A
IBAN NL39 DEUT 0265 4465 89

Article 3 – Price

- 3.1 The prices on the purchasing chit issued by the PURCHASER shall comprise and include all costs incurred in connection with the goods and services in question and the delivery thereof.
- 3.2 Should the goods supplied also require activities in the sense of (pre-)assembly on site, or installation, the costs of those activities shall be included in the price agreed upon.
- 3.3 Prices shall be fixed any may not be increased without permission of the PURCHASER.
- 3.4 Prices shall include VAT and shall apply in the currency designated. If no currency is specified, the EURO shall be assumed to apply. Any fluctuations in currency exchange rates shall be for the account of the Supplier.

Article 4 – Invoices and Payments

- 4.1 The Supplier shall not invoice the amount due prior to the date of delivery.
- 4.2 Invoices must have reference numbers in compliance with the purchasing chits and shall also be specified. Should no proper specification be provided, the PURCHASER is entitled to return the invoice to the Supplier and suspend its payment obligations until a properly specified invoice has been received.
- 4.3 The PURCHASER shall pay within 60 days after the invoice date, or after the date of correct invoicing should this be a later date. The PURCHASER shall be entitled to off-set any receivables due against any payables due by issuing an off-setting declaration to the Supplier. Payments by the PURCHASER shall not constitute abandonment from any right or claim in connection to the performance of the Supplier. The PURCHASER shall be entitled to demand a guarantee or surety from the Supplier if a whole or partial advance payment is made. In that case, the PURCHASER shall be entitled to determine the type of guarantee or surety, which may be a bank guarantee issued by a financial institution approved by the PURCHASER.
- 4.4 Should the PURCHASER not approve the goods on the basis of Article 7 after having paid for the delivery, the Supplier shall retribute that payment to the PURCHASER within two weeks after having received a written notice to this effect, increased by statutory interest which has accrued on the amount paid from the day on which payment was made for the goods in question.

Article 5 – Terms and Conditions of Delivery

- 5.1 All deliveries shall be made 'Delivery Duty Paid' (Incoterms 2000) to the agreed delivery address on the site designated by the PURCHASER. Should no delivery address be agreed, the business premises of the PURCHASER in Deventer, the Netherlands, shall be the delivery address. Should the delivered goods also require activities in the sense of (pre-)assembly or installation on site, the goods shall solely be deemed to have been delivered subsequent to their assembly or installation. Assembly/installation shall take place immediately. The Supplier shall be bound to conduct all activities and take all measures which the PURCHASER considers necessary for correct delivery being made, including – when requested by the PURCHASER – unloading goods from the means of transportation used and moving them to the location designated for them by the PURCHASER at the delivery address.
- 5.2 Aside from when otherwise agreed, partial deliveries shall not be permitted.
- 5.3 The Supplier shall ensure adequate insurance of the goods until the moment at which the risk for said goods shall be transferred.
- 5.4 Each and every delivery shall be required to be complete and accompanied by all the necessary consignment chits and further documentations such as quality and guarantee certificates, maintenance and instruction booklets, drawings and manuals.
- 5.5 All deliveries shall be required to have been properly packed and protected to ensure they reach the final location at the delivery address in good conditions. All deliveries shall be required to be supplied in their original packaging, unless otherwise agreed, alongside any additional protective packaging materials. Packaging materials shall be taken back by the Supplier at the request of the PURCHASER, at the expense of the Supplier. Packaging shall be required to comply with all demands imposed by law. Should the PURCHASER issue instructions to the Supplier concerning the packaging to be used, the Supplier shall be bound to observe and comply with those instructions.
- 5.6 The delivery date or dates which apply to the agreement shall be deadlines and the Supplier shall be automatically and lawfully in default by failing to observe and comply with them without any notice of default being required. Any such default shall be deemed to be an essential failure in the performance of the agreement on the part of the Supplier without any judicial intervention or any further formalities being required.
- 5.7 Should circumstances arise on the grounds of which it may be expected that a delivery date agreed shall not be observed and complied with, the Supplier shall inform the PURCHASER of this without delay, stating the reasons for the delay, the measures taken by the Supplier to prevent and to limit the delay, and the new delivery date.
- 5.8 The PURCHASER shall inform the Supplier after receipt of the notice referred to in Article 5.7 as to whether – and under which conditions – it consents to the measures proposed by the Supplier, the possible terms and conditions, and, the new delivery date. Consent shall not constitute any acknowledgement on the part of the PURCHASER of the cause of the delay and shall not have any effect on the further rights or entitlements of the PURCHASER which might be based on the failure to perform, including the right to claim full performance and the right to receive compensation.

- 5.9 In the situation as described in Article 5.7 the PURCHASER shall be entitled to immediate extrajudicial dissolution or cancellation of the agreement, without being bound to pay any compensation. The foregoing shall not be to the detriment of any rights or entitlements of the PURCHASER based on the failure to perform.

Article 6 – Risk and Transfer of Ownership

- 6.1 The risk of loss of or damage to goods delivered shall be transferred to the PURCHASER at the time the goods shall be delivered, after the PURCHASER has signed the transport and shipping or carriage documents in token of receipt of said goods, to the extent the PURCHASER shall at least in all reasonableness have had the opportunity to check the delivery prior to signing said document(s) to ensure no loss or damage has been sustained. Should the goods require installation, delivery shall solely be deemed to have taken place after installation and hence the risk for said goods shall solely be transferred after said installation has been completed.
- 6.2 Should the PURCHASER order goods on a ready to use, turn-key basis, the risk of and for those goods shall solely be transferred to the PURCHASER at the time said goods are ready for use, or, should completion after acceptance have been agreed to by the PURCHASER, after the acceptance protocol has been signed by both parties.
- 6.3 Should goods or parts thereof not be accepted by the PURCHASER, the PURCHASER shall inform the Supplier of this without delay. The risk shall in that case be returned to the Supplier as of the moment of sending this notice by the PURCHASER to the Supplier.
- 6.4 The ownership of the delivery shall be transferred to the PURCHASER in observance and compliance with that determined in Article 5.1 at the time of delivery. Should the PURCHASER provide goods to the Supplier in connection with the (execution of the) delivery/assignment, those goods shall remain the property of the PURCHASER and the Supplier shall be bound to mark said goods clearly as the property of the PURCHASER and retain said goods as such. Upon request of the PURCHASER the Supplier will provide the PURCHASER with a statement or declaration of ownership. Goods which come about as a result of assembly, mixing or in some other manner shall become the property of the PURCHASER at the time they come into being. The Supplier shall be deemed to have created those goods for the PURCHASER and shall retain those new goods as the property of the PURCHASER and if requested shall provide the PURCHASER with an ownership statement or declaration.

Article 7 - Inspection

- 7.1 The PURCHASER shall retain the right to have the deliverables inspected prior to delivery. The Supplier shall co-operate in full with this without delay. The PURCHASER shall retain the right to have the deliverables installed or to install the deliverables within a reasonable time after delivery has been made and – after installation or not – to check and inspect to ensure the deliverables meet the terms of the agreement. The PURCHASER will carry out the inspection within four weeks, if that is reasonably feasible, unless otherwise agreed upon.
- 7.2 All costs incurred in connection with inspections and re-inspections shall be for the account of the Supplier if the goods are rejected further to the (re-)inspection.
- 7.3 Should the PURCHASER not approve the deliverables, it shall inform the Supplier of this within two weeks after inspection has been completed and the PURCHASER may choose between immediate replacement or repair, or alternatively dissolve or cancel the agreement. All this shall not have any effect on or be to the detriment of any other rights or entitlements of the PURCHASER, including the right to receive compensation.
- 7.4 Should the deliverables not be approved and the PURCHASER opts in favour of returning the goods and they are ready for shipment back to the Supplier the PURCHASER shall – at its own discretion – have them packed and shipped back to the Supplier or have them collected by the Supplier, all for the account and risk of the Supplier.
- 7.5 The PURCHASER may start to make use of the services or goods of the Supplier prior to the inspection and/or acceptance thereof. Such use shall not exercise any influence on the guarantee obligations of the Supplier neither shall such use imply acceptance on the part of the PURCHASER.

Article 8 - Guarantee

- 8.1 The Supplier shall guarantee that the goods delivered and the services rendered:
- shall be free of any and all charges and limitations;
 - shall cohere in their entirety with that determined in and by the agreement, the specifications and the reasonable expectation of the PURCHASER in connection with their properties, their quality and their reliability;
 - shall be suitable for the purpose for which the goods and/or services were intended according to the order place and their nature;
 - shall be of good quality and free from defects;
 - has the properties promised;
 - has been manufactured in such a manner that they may be connected and installed safely and properly;
 - shall meet all the demands imposed by law, applicable rules and regulations, and government prescriptions;
 - shall meet all CE-marks according to the lawful European Directives and the EU Declaration of Compliance for Machines/Safety Components or Declarations issued by Manufacturers. The Supplier shall provide the PURCHASER with a declaration of CE conformity;
 - has been made or executed by properly trained and qualified personnel;
 - shall solely have been made or executed using new materials and not contain any revised or second hand materials.
- 8.2 The Supplier shall guarantee that the goods delivered shall remain free from design defects, defects in materials, and manufacturing defects for a period of 24 months after acceptance by the PURCHASER, or if longer, for the time period agreed upon or for the guarantee period applied by the Supplier.

- 8.3 At the first request of the PURCHASER, the Supplier shall repair the goods which do not meet the terms laid down in Articles 8.1 and 8.2 at its own account and risk or, at the discretion of the PURCHASER, replace those goods. In connection with goods thus replaced, the new guarantee period shall commence after replacement. Returning goods to the Supplier under guarantee shall be done for the account and risk of the Supplier. All costs for repair, including any costs for dismantling or disassembling the goods, shall also be for the account and risk of the Supplier. Should the Supplier not carry out and perform its obligations to repair or replace goods promptly and without delay, the PURCHASER shall retain the right to have whatever shall be necessary done itself for the account and risk of the Supplier.
- 8.4 The PURCHASER may invoke the guarantee as referred to in this Article irrespective of the time at which the defect or shortcoming has been discovered or in reasonableness ought to have been discovered, as long as the time of discovery lies within the guarantee period. Invoking a guarantee shall not affect any rights or entitlements which the PURCHASER may derive from any defect or shortcoming. Should the PURCHASER however have inspected the goods as referred to in Article 7, the PURCHASER shall issue the notice of the defect or shortcoming it ought to have issued in all reasonableness upon discovering the defect or shortcoming within two weeks of having completed the inspection.

Article 9 – Liability and indemnification

- 9.1 The Supplier shall be liable for any and all damage which is sustained by the PURCHASER or third parties arising out of (visible and/or invisible) defects in goods and/or services provided or rendered by the Supplier, including any consequential damage.
- 9.2 The Supplier shall be liable for any and all damage which is sustained by the PURCHASER or third parties arising out of non-performance, non-timely performance or improper performance of the agreement or arising out of any violation of any contractual or non-contractual obligation or arising out of any act or failure to act on the part of the Supplier or of persons or parties it deploys in connection with the delivery.
- 9.3 The Supplier shall indemnify and hold harmless the PURCHASER in full against any and all claims of third parties for damage for which the Supplier is liable in relation to the PURCHASER.
- 9.4 The Supplier shall insure and maintain insurance coverage for its liability for damage as aforementioned. The Supplier provide the PURCHASER, upon first being requested to do so, with a copy of the insurance policies in question as well as evidence of any and all premium(s) having been paid in that connection.

Article 10 – Intellectual property rights

- 10.1 All sketches, drawings, models, specifications, designs and other company information provided by the PURCHASER to the Supplier in the light of the agreement may solely be used by the Supplier for the purpose for which they were provided. That information shall remain the property of the PURCHASER at any and all times. All documents and data must be returned by the Supplier upon first request to this end being made by the PURCHASER.
- 10.2 The Supplier shall guarantee that deliverables, including the manner in which they come about and the use thereof – including the reselling thereof – shall not constitute any infringement of any patent, trade mark, copyright or other intellectual property right held by a third party. The Supplier shall indemnify and hold harmless the PURCHASER against any claims of third parties in this connection and in connection with any costs or expenses incurred in that connection, including legal fees and procedural costs.
- 10.3 Any intellectual property rights which arise out of goods developed specially for the PURCHASER, including programmes or software, shall be retained by the PURCHASER, or shall be transferred to the PURCHASER.
- 10.4 In connection with goods which have not been specially developed for the PURCHASER, including programmes or software, the Supplier shall grant the PURCHASER a free license to make use thereof.
- 10.5 To the extent that the transfer of the rights referred to in Articles 10.3 and 10.4 shall require a document or a deed, the Supplier already now declares to be prepared to co-operate therewith.
- 10.6 Aside from the price agreed upon, the Supplier shall not be entitled to any other payment or compensation, not even in the case of reprints, up-dates or re-use made of (elements of) the goods.
- 10.7 The PURCHASER shall be entitled to make changes or add to the goods delivered and supplied, or have this done. The Purchase shall also be entitled to sell the goods delivered and supplied and/or to issue those goods under license without being bound to pay any additional fee. The PURCHASER shall not require the permission of the Supplier for this and the Supplier hereby abandons and waives its right to invoke any (intellectual property) rights and any related or affiliated rights, such as personal rights.

Article 11 - Confidentiality

- 11.1 The Supplier shall be bound to maintain confidentiality in respect of third parties concerning all company information and data of and about the PURCHASER, including information about the business contacts and relationships of the PURCHASER, which it becomes aware of in connection with the agreement. The Supplier shall also impose this confidentiality clause on its personnel and any third parties it deploys in connection with and further to the performance of the agreement.

Article 12 - Dissolution

- 12.1 Unless otherwise agreed upon in writing, the PURCHASER shall retain the right to terminate the agreement with immediate effect at any and all times, in whole or in part, without being required to give reasons for doing so.
- 12.2 Interim termination as referred to in Article 12.1 shall solely give the Supplier the right to payment for that part of the delivery which according to the agreement has been completed and to receive payment for demonstrably incurred additional costs which in all reasonableness the Supplier has incurred in connection with said termination.
- 12.3 Should the PURCHASER dissolve the agreement on the grounds of an attributable failure in the performance of the agreement, the Supplier shall solely have the right to receive payment for that part of the delivery which according to the agreement has been completed, without prejudice to the right retained by the PURCHASER to set-off any costs and damages it may have incurred and suffered in that connection.
- 12.4 Should an agreement be terminated or dissolved, for whatever grounds, the Supplier shall immediately afford the PURCHASER the opportunity to take over the performance and, at first request of the PURCHASER, the Supplier shall do everything in its power or permit everything to be done which is necessary in the light of that situation.

Article 13 – Safety, the law and rules and regulations

- 13.1 The Supplier and all persons and third parties it deploys shall observe and comply with all national legislation and European rules and regulations and further rules and regulations applicable to the performance of the agreement and the deliverables in question. The Supplier shall ensure that all the necessary safety measures shall be taken when performing the agreement. Even if the PURCHASER supervises the performance of the agreement and the delivery, the Supplier shall remain responsible at any and all times for full compliance with the law and the applicable rules and regulations.

Article 14 – The transfer of rights and obligations, sub-contractors

- 14.1 The Supplier may not transfer its rights and obligations arising out the agreement with the PURCHASER, either in whole or in part, without the prior, written consent of the PURCHASER.
- 14.2 The Supplier shall not be discharged from any obligation or any liability in connection with the agreement should any part of the delivery and supply be performed, carried out, conducted or undertaken by a sub-contractor. Even if permission has been granted to have any part of the delivery in question sub-contracted, the PURCHASER shall continue to deem the Supplier as the party due to perform the agreement.
- 14.3 The PURCHASER may transfer its rights and obligations arising out of the agreement, in whole or in part to a third party after having sent the Supplier prior notification of this.

Article 15 – Applicable law, competent Court

- 15.1 The General Terms and Conditions as well as all lawful relationships between the PURCHASER and the Supplier shall be subject to and governed by the laws of the Netherlands. Foreign law and treaties, including the UN Convention on the International Sale of Goods, are expressly excluded.
- 15.2 To the extent the law does not demand otherwise, the Court of the First Instance shall be the District Court of Amsterdam, the Netherlands, the Judge of which Court shall be competent to hear any disputes which might arise in connection with (the performance of) any agreement concluded between the PURCHASER and the Supplier, as well as further to any disputes concerning (each and every stipulation of) these General Terms and Conditions, which legal forum shall also be used for obtaining any temporary and provisional relief which might be required.

Article 16 – The Dutch text of these General Terms and Conditions shall prevail

- 16.1 In case of any conflict between any translation and the Dutch language text of the General Terms and Conditions, the Dutch language text shall prevail.

Article 17 – Filing of these General Terms and Conditions with the authorities

- 17.1 These General Terms and Conditions shall be filed with the Chamber of Commerce of the East of the Netherlands in Enschede, the Netherlands, under number 08044193.

ADDITIONAL STIPULATIONS CONCERNING COMMISSIONS AND CONTRACTING

Article 18 – The applicability of additional stipulations

- 18.1 The additional stipulations of Articles 18 through 23 supplement these General Terms and Condition and shall similarly apply to all requests made for, tenders made to and agreements concluded with the PURCHASER, in which the Supplier is requested to render services, commissioned or contracted to perform work by the PURCHASER. In case of any conflict between Articles 18 through 23 with the other Articles of these General Terms and Conditions the terms of Articles 18 through 23 shall prevail. For the applicability of these additional stipulations, the personnel of the Supplier shall also be deemed to include the persons and parties deployed by the Supplier in connection with and further to the performance of the agreement.

Article 19 - Personnel

- 19.1 The Supplier shall ensure, for its own account and risk, that all required permits, dispensations, and further formalities have been obtained and observed and complied with for deploying personnel required.
- 19.2 The Supplier shall guarantee that all personnel deployed in the performance of the agreement shall meet the generally accepted demands of skill, ability and expertise and also meet the specific demands imposed by the PURCHASER.
- 19.3 Should the PURCHASER request personnel of the Supplier be replaced, that request shall be deemed to have been made on reasonable grounds and the Supplier shall ensure for replacement personnel as soon as possible.
- 19.4 The Supplier shall ensure its personnel is aware of the safety rules and regulations applied by the PURCHASER and that they shall observe and comply with those safety rules and regulations. The Supplier shall ensure its personnel shall observe and comply with all instructions issued by the personnel of the PURCHASER concerning the work site(s).
- 19.5 The working hours of the personnel of the Supplier on sites of the PURCHASER or where the PURCHASER conducts activities and/or has activities conducted shall at least be the same as those which apply to personnel employed by the PURCHASER, unless otherwise agreed upon. Should the PURCHASER desire this, the personnel of the Supplier shall make use of a time registration system.
- 19.6 The PURCHASER shall not be due to pay any fee or other payment in connection with social insurance premiums and tax legislation for the payments made to Supplier. Any obligations arising out of social insurance law, premiums due and advances for premiums due, and for all deductions of income tax, value added tax and any other taxes and levies shall be paid by the Supplier in a timely manner. The Supplier shall indemnify and hold harmless the PURCHASER against any and all claims which might be made by third parties as well as for all costs of legal assistance in connection to such claims, both judicial and extrajudicial, and further expenses which might be incurred by the PURCHASER, on the grounds of failure to observe and comply with that determined in this section.

Article 20 – Materials, auxiliaries and tools

- 20.1 The Supplier shall obtains and provide all the necessary aids and auxiliaries, tools, working clothes and means of protection required for the work, unless otherwise agreed upon. The Supplier shall solely be permitted to store those materials at its own risk on the sites of the PURCHASER to the extent that this shall be necessary for the immediate performance of the agreement.
- 20.2 Should the PURCHASER provide materials, auxiliaries and/or tools for the performance of the agreement to the Supplier, they shall remain the property of the PURCHASER at any and all time and shall be returned to the PURCHASER upon the first request being made to this end.

Article 21 – Performance

- 21.1 The Supplier shall provide sufficient materials, auxiliaries and skilled personnel to render the services required in conformity with the terms of the agreement and in a timely manner. At the first request of the PURCHASER, the Supplier shall take corrective measures to prevent any failure to perform or delays.
- 21.2 The Supplier shall be responsible for independently completing work and achieving a proper result on its own and in compliance with the applicable rules and regulations and legislation concerning, inter alia, health and safety and the environment. The Supplier shall ensure, for its own account and risk, for the necessary permits, dispensations, approvals and that furthermore any necessary formalities have been observed and complied with. The delivery and removal of materials and any waste, rubble, packaging and remains produced as a result of work shall also be carried out by the Supplier for its own account and risk.
- 21.3 The Supplier and its personnel shall strictly comply with the company rules and regulations, health and safety rules and regulations, etc. which are applied by the PURCHASER when conducting work on sites of the PURCHASER and shall also follow any instructions which might be given by the PURCHASER from time to time.
- 21.4 The Supplier shall execute the commission and bring it to completion within the time agreed upon. Compliance herewith shall be essential. Exceeding the time agreed upon shall render the Supplier being in default without any notice of being in default being required.
- 21.5 The Supplier shall inform the PURCHASER in a timely manner as to the progress being made with the work and the PURCHASER shall be informed in a timely manner, in advance should any threat arise of the time agreed upon being exceeded. That advance warning shall not however discharge the Supplier from its liability should the time period set be exceeded.

- 21.6 When the work has been completed in the opinion of the Supplier, it shall notify the PURCHASER of this in writing. Within two weeks of receipt of that written notice, the PURCHASER shall inform the Supplier as to whether or not it accepts the work. Making the work operational on the part of the PURCHASER may not be deemed to be acceptance of the work and shall not exercise any effect on the rights of the PURCHASER derived from any failure to perform, irrespective of whether or not it was discovered during the acceptance time period or in all reasonableness could have been but was not notified to the Supplier.

Article 22 – Additional guarantee

- 22.1 The Supplier shall guarantee the resulted intended by the commission, including functional suitability and conformity, and shall also guarantee that all requirements imposed by the PURCHASER shall be met in this connection.
- 22.2 The Supplier shall guarantee the suitability and solidness of designs, drawings, guidelines and materials which it advised, prescribed or provided or which were advised, prescribed or provided on its behalf.

Article 23 - Liability

- 23.1 The Supplier shall be liable for any and all damage, including indirect damage and consequential damage resulting from the work done by Supplier, its personnel or those deployed by it. This shall also include all damage resulting from the presence and use of goods which the Supplier made use of when performing the agreement.
- 23.2 The Supplier shall indemnify and hold harmless the PURCHASER against any liability in respect of third parties due to failure to comply on the part of suppliers with their obligations arising out of the agreement, or pursuant to the law.
- 23.3 Unless in case of wilful misconduct or gross negligence on the part of the PURCHASER, the PURCHASER shall never be liable for any damage whatsoever sustained by the Supplier and/or its personnel as well as sustained by materials of the Supplier. This exclusion of liability also expressly applies to the materials and auxiliaries and/or tools provided by the PURCHASER.
