

Section I General provisions

Article 1. Concept definition

In these general terms of sale and delivery is understood under:

- GP Technics Luchtbehandeling B.V. (GP Technics): user of these general terms of sale and delivery and party at any agreement for the supply of products and/or performing of services;
- Product: item or service such as assembly, installation, repairing, inspection or maintenance;
- Customer: party or parties or counterparts in the abovementioned agreement;
- Repair: the repair of an item.

Article 2. Applicability

Unless parties have agreed otherwise in writing, on each agreement between GP Technics and the customer, with the exclusion of other general conditions, the present general terms of sale and delivery are applicable, irrespective of whether this agreement serves for the supply of items and/or the performing of services. A reference by the customer to their own general conditions is explicitly rejected by GP Technics.

Article 3. Offer

Each offer made by GP Technics is free of obligations. Verbal offers are valid for 7 days. Written offers are valid for 60 days, unless explicitly stated otherwise. Offers automatically expire after the end of the period, unless otherwise stated via written communication from GP Technics.

- 3.1 Each offer is based on implementation of the agreement by GP Technics under normal circumstances and during normal working hours.

Article 4. Agreement

- 4.1 If the agreement is contracted GP Technics is initially bound, after written acceptance of the order and after receipt of the payment in advance of order, insofar as this payment was agreed in advance.
- 4.2 If it has been agreed to supply and calculate in parts, each part, insofar as the opposite does not result from any provision, will be considered as a separate agreement, in particular regarding the provisions regarding guarantee and payment.
- 4.3 Considered as additional work is all that, laid down in writing or not, is supplied and/or installed by GP Technics in consultation with the customer, during the implementation of the agreement, above the quantities explicitly laid down in the agreement or the order confirmation, or performed by him beyond the activities explicitly laid down in the agreement or the order confirmation.

- 4.4 For the scope and nature of the agreement the order confirmation of GP Technics is binding.
- 4.5 The agreement only includes the supply of those products which have been specified in this.
- 4.6 Verbal promises by and appointments with subordinates of GP Technics do not bind the customer until and insofar as they have been confirmed by GP Technics in writing.
- 4.7 Data stated in catalogues, images, drawings, measurement and weight specifications and such are only binding if and insofar as these are explicitly incorporated into an agreement signed by the parties or an order confirmation signed by GP Technics.
- 4.8 On all items susceptible to copyright which are made available to the customer through mediation of GP Technics, the copyright continues to remain reserved to the initial rightful claimant. The customer is obliged to keep confidential all data and know-how provided to him through mediation of GP Technics, and to respect all rights of intellectual property. Customer is also obliged to hand over documents and other data carriers which contain copyright protected work or data as intended in the previous sentences to GP Technics at first request.
- 4.9 The offer brought out by GP Technics, as well as the drawings, calculations, software, descriptions, models, tools and such created or supplied by them, remain property, irrespective of whether costs have been charged for that, of GP Technics. The information, which is comprised in this c.q, is founded on the basis of the production and construction methods, products and such, exclusively remains reserved to GP Technics, even if costs have been charged for that. The customer is liable against the intended information, subject to the implementation of the agreement, not being copied, shown to third parties, made public or used, other than with written authorisation of GP Technics.

Article 5. Prices

- 5.1 The prices stated in the offer, and respectively the order confirmation, are exclusive of VAT and exclusive of other government charges applicable to the sale and supply. Prices are based on delivery free domicile in The Netherlands, not-unloaded, including sound packing, unless agreed otherwise. Costs for the unloading of products are therefore not included in the price and are at the expense of the customer. To this end, expenses paid by GP Technics are considered as an advance at the expense of the customer.
- 5.2 If, after the date of the instigation of the agreement, one or more of the cost price factors undergo an increase – even when such occurs as a result of foreseeable circumstances - GP Technics will be entitled to raise the agreed price accordingly.
- 5.3 The competence of GP Technics is included in the agreement to separately charge additional work carried out by them, as soon as the chargeable amount for that is known. For the calculation of additional work the rules given in paragraph 1 and paragraph 2 of this Article are of correspondingly applicable.
- 5.4 Expense budgets and plans are not charged separately, unless otherwise agreed. If GP Technics, in the case of possible reorders, must make new drawings, calculations, descriptions, models or tools and such, costs will be charged for that.

Article 6. Payment

- 6.1 Payment must take place within 30 days after delivery, unless otherwise agreed.
- 6.2 GP Technics has the right, at all times, to claim payment in advance for the total of the amounts which will be payable by the customer. *With amounts above € 5,000* the payment regulation reads, unless otherwise agreed, as follows:
- 40% with order; immediately payable
- 60% within 30 days after delivery.
- 6.3 All payments will take place without discount or adjustment at the office of GP Technics, or by transfer to one of the bank or Postbank accounts of GP Technics.
- 6.4 Payment by the customer is assigned to the oldest invoice; if, in addition to invoice amounts, costs and interest are also chargeable, then the payment first serves as a reduction of the costs, then for a reduction of the interest, and finally to reduce the invoice amounts, where each time settlement of the oldest invoice will take place first.
- 6.5 If the customer has not paid within the aforementioned period or not within the period agreed by arrangement, he is legally in default, and GP Technics is entitled, without further summation or proof of default, to charge the customer the legal interest as from the due date up to the date of complete settlement.

- 6.6 All judicial and extrajudicial costs for the collection of the amounts owed to GP Technics are at the expense of the customer in default. The extrajudicial costs will be calculated in accordance with the applicable relevant percentages concerning the collection rate of the Nederlandse Order van Advocaten (The Dutch Law Society), such with a minimum of € 1,000. If GP Technics proves to have made higher costs which were reasonably necessary, these also qualify for compensation.
- 6.7 The customer is obliged to spontaneously and immediately inform GP Technics in writing, of possible – anticipated - payment problems. In the event of arrears in payment the customer is obliged to inform GP Technics on request, in writing, about their financial circumstances.

Article 7. Reservation of title

- 7.1 Items supplied by GP Technics remain the property of GP Technics until the customer has complied with all following obligations from agreements contracted with GP Technics:
- the quid pro quo (s) regarding delivered or to be delivered item/items;
 - the quid pro quo (s) regarding implemented or to be implemented services by BP Technics under the agreement(s)
 - possible claims due to non-compliance by the customer with these agreement(s).
- 7.2 Items supplied by GP Technics, which under paragraph 1, fall under the reservation of title, can be resold only within the framework of normal company practice by the customer. In the case of sale on credit the customer is obliged to require a reservation of title from their customers, identical to that stated in this Article. Moreover it is not permitted for the customer to pledge items or to establish any other right on them. Additionally, it is prohibited for the customer to pledge or to establish any other right, without written authorisation of GP Technics, or claim (s) on third parties on account of items resold to this (these) third party (ies) which, under paragraph 1, fall under reservation of title.
- 7.3 On supplied items which have changed ownership to the customer through payment and which are still in the possession of the customer, GP Technics, under these provisions; in this case reserves the right to establish a pledge, as intended in Article 3:237, for certainty's sake, against claims other than as stated in Article 3:92 paragraph 2, which GP Technics could have on the customer on account of anything whatsoever.
- 7.4 If the customer does not comply with their obligations, or there exists a legitimate fear that they will not comply, GP Technics is entitled to remove or have removed the supplied goods, on which the reservation of title, intended in paragraph 1, rests with the customer or third parties who operate the business for the customer. The customer is obliged, after having been summoned to this end by GP Technics in writing, to provide full cooperation, on penalty of a fine of 10% of the amount owing by him per day that the

customer remains in default, to provide their cooperation.

- 7.5 Following a return, the customer will be credited for the market value which will, under no circumstances, be higher than the original purchase price, reduced by the costs associated with a return.
- 7.6 If third parties want to establish or assert any right to the items falling under the reservation of title, the customer will be obliged to inform GP Technics, as soon as possible such as can reasonably be expected, yet at the latest within 48 hours as from the moment that this third party has wished to establish, or has asserted, any right on the above intended items.
- 7.7 The customer is obliged to insure items supplied under reservation of title, and to keep them insured against fire, explosion and water damage and against theft, and to provide the policy of this insurance for inspection. If one or several of the items is lost entirely or partly through a cause as aforementioned and the customer, on account of that, obtains a receivable against one or more third parties, the customer is, at first request of GP Technics, obliged to cede this receivable to GP Technics.

Furthermore the customer is obliged, at first request of GP Technics:

- to pledge all claims of the customer on insurers, with regard to items supplied under reservation of title, to GP Technics, as required in Article 3:239 BW (Civil code);
- to pledge the receivables which the customer obtains towards their customer through the resale of items supplied by GP Technics under reservation of title to GP Technics as required in Article 3:239 BW (Civil code);
- to mark items supplied under reservation of title as the property of GP Technics;
- to provide cooperation in other ways to all reasonable measures which GP Technics wants to take for the protection of their right of ownership regarding the item and which does not unreasonably impede the customer in the normal exercise of their company.

Article 8. Liability

- 8.1 The liability of GP Technics is limited to compliance with the guarantee obligations for deliveries in The Netherlands, defined in the sections of these conditions, unless otherwise agreed to in writing.
- 8.2 Subject to gross culpability on the side of GP Technics, and subject to the provisions in paragraph 1, all liability of GP Technics, such as for company damage, serial damage, other indirect damage and damage as a result of liability

towards third parties excluded.

- 8.3 GP Technics is not liable for violation of patents, licences or other rights of third parties resulting from use of supplied data by or because of the customer. Furthermore GP Technics is not liable for damage or loss, by any cause whatsoever, of raw materials, semi-finished products, models, tools and other items made available by the customer.
- 8.4 If GP Technics, without having the assembly in order, does however, provide help and assistance - of whatever nature whatsoever - in the assembly, this occurs at the risk of the customer.
- 8.5 The customer is obliged to protect, respectively, compensate GP Technics with regard to all claims from third parties for compensation of damage, for which the liability of GP Technics has been excluded in these conditions in the relationship with the customer.
- 8.6 Subject to gross culpability on the side of GP Technics, the customer is obliged to protect GP Technics against all damage resulting from the use by GP Technics of items belonging to the customer.
- 8.7 If GP Technics is liable for compensation of damage suffered by the customer, this compensation will not amount to more than the amount of the purchase price of the agreement.

Article 9. Force majeure

In these general terms of sale and delivery, force majeure is understood as each circumstance independent of the will of GP Technics – even if this could already be foreseen at the time of the instigation of the agreement, which permanently or temporarily prevents the compliance with the agreement, as well as, and insofar as not yet included under this, war, threat of war, civil war, riot, strike, worker lock-out, transport difficulties, fire and other serious problems in the company of GP Technics or their suppliers.

Article 10. Annulment

- 10.1. If the customer does not, not adequately or not timely comply with any obligation imposed on him through the agreement (under which is included the obligation to purchase output to be delivered by GP Technics) or finds himself in suspension of payment, closing down or liquidation or in the event of entire or partial conveyance of the company of the customer, he will be considered to be legally in default and GP Technics will be entitled, without summation, proof of default or legal intervention to declare the agreement, contracted with the customer, entirely or partially annulled, without GP Technics having any obligation to any damages or guarantee.
- 10.2. GP Technics is entitled, when the agreement is annulled on the basis of the previous paragraph or by the judge, on complete compensation. The damage is fixed at 75% of the damages owed for the not yet carried out (part of an) agreement, this without prejudice to the right of GP Technics to claim the actual damage as a result of the shortcoming of

the customer, if grounds to this end are present.

- 10.3. In cases intended in paragraph 1 of this Article, GP Technics can also postpone the implementation of the agreement and can immediately claim complete payment for all that which is owed, or would be owed, by the customer, in pursuance of the agreement. In addition to that, in this case, GP Technics is entitled to compensation of the damage that it suffers as a consequence of the suspension, and the impact of it.
- 10.4. If circumstances occur regarding persons and/or material of which GP Technics uses or intends to use during the implementation of the agreement, which are of such a nature that the implementation of the agreement becomes impossible or so inconvenient and/or disproportionately expensive that compliance with the agreement in all reasonability can no longer be demanded, GP Technics is authorized to annul the agreement.

Article 11. Announcement

Claims for compliance and proof of default must be made in writing and clearly indicate what is requested and within what period. The provisions in the previous sentence also apply to setting any other period and appeal to dissolution of the agreement. An appeal to dissolution must contain the grounds for such.

Article 12. Disputes

- 12.1 Unless parties agree otherwise in writing, all disputes which could arise as a result of an offer, agreement or further agreements which are a consequence of such an agreement, to which the present general terms of sale and delivery apply, entirely or partly, are presented to the competent judge at the place of business of GP Technics.
- 12.2 Dutch Law is applicable to all agreements to which these conditions apply entirely or partially.

Article 13. Conversion

If a provision from these general terms of sale and delivery are found null and void by a court decision, parties are obliged to negotiate on the new text of a fresh provision. In that case the other provisions in the general terms of sale and delivery keep their validity, without prejudice, as much as possible.

Article 14 Modification, explanation and location of the conditions

- 14.1 These conditions are filed with the office of the Kamer van Koophandel (Chamber of Commerce) in Tiel.
- 14.2 In the event of explanation of the contents and tenor of these general conditions, the Dutch text of it is determining at all times.
- 14.3 Each time the last filed versions c.q. the version as this was applicable at the time of the coming about of the agreement, is applicable.

SECTION II

Special provisions with respect to supplies within the framework of purchase agreements

Article 15. Delivery / Delivery time

- 15.1 Delivery takes place free domicile in The Netherlands, unless otherwise agreed to in writing.
- 15.2 The delivery time becomes effective on the last of the following times:
- the day of the formation of the purchase agreement;
 - the day of receipt by GP Technics of the records, data, licenses, and such, necessary for the implementation of the order;
 - the day of the fulfilment of the formalities necessary for the commencement of the activities;
 - the day of receipt by GP Technics of that which must be settled in advance, according to the agreement, before commencement of the activities.
- 15.3 If interim modifications are made in the purchase agreement or the implementation of it is postponed by the customer, the delivery period will be extended by a minimum of the duration of the extra activities which have arisen through these modifications or by the postponement being extended.
- 15.4 If, on the side of GP Technics, a delay in the supply occurs as a result of non-compliance of the customer with any obligation resulting from the agreement or cooperation to be demanded of him, with regard to the implementation of the agreement, the delivery period is also extended by at least the duration of this delay.
- 15.5 With respect to the delivery period, the products are considered as supplied when these have been offered for delivery at the delivery address in The Netherlands, indicated by the customer, or when the products have been taken into storage by GP Technics temporarily after written order of the customer, unless agreed otherwise in writing.
- 15.6 A single exceeding of the delivery period does not result in GP Technics being legally in default. For that purpose a further proof of default will always be required.
- 15.7 The indicated delivery periods are indicated approximately. Subject to gross culpability on the side of GP Technics, exceeding of the delivery period does not give the customer right to compensation for direct or indirect damage or of compensation of any costs whatsoever, nor to entire or partial dissolution of the agreement, nor to non-compliance with any obligation which could result for him from the purchase agreement or an agreement connected to this, nor on the carrying out or having carried out, with or without legal authorisation, of activities for the implementation of the agreement.

Article

16. Risk and transport

- 16.1 All risks regarding products to be supplied by GP Technics transfer to the customer at the time that the products are ready in the factory or at the point of delivery, respectively, have been taken into storage by GP Technics temporarily.
- 16.2 The method of transport, shipment, packaging and such, if no further indication has been supplied by the customer, is determined by GP Technics with due diligence, without GP Technics bearing any liability for this and without it being obliged to take back the packaging. Possible specific wishes of the customer about the transport/shipment are only carried out if the customer has declared that they will bear the expense of the additional costs.
- 16.3 The transport of the products always takes place on the account and at the risk of the customer, even in the case where the carrier requires that there is a clause present on waybills, transport addresses and suchlike, that all transport damages are for the account and at the risk of the shipper.
- 16.4 The customer is obliged to take the purchased products at the moment in which these are supplied to them or at the moment in which these are made available to them according to the agreement. If the customer refuses to take the purchase or is negligent in providing information or instructions necessary for the delivery, the products will be stored on the account and at the risk of the customer. In such an event the customer is chargeable for all additional costs, among which in any case the storage costs.
- 16.5 The customer is obliged to return rental-packaging within three months, empty and in an undamaged condition. If the customer does not comply with their obligations regarding packaging, all costs resulting from this will be at their expense. Such costs are, among others, the costs resulting from delayed return shipment and costs of replacement, repair or cleaning. Once-only packaging which is charged to the customer by GP Technics with the products and is supplied is not taken back by GP Technics.

Article 17. Guarantee

- 17.1 Without prejudice to the restrictions laid down hereafter, GP Technics is liable both for the soundness of the product supplied by it and for the quality of the material used and/or provided for that, such for the duration of twelve months after the products have been supplied in the sense of Article 15.5

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- 17.2 Unless explicitly agreed otherwise in writing, the obligations of GP Technics on account of this guarantee are limited to supplies within the Netherlands.
- 17.3 In the event that there are visible deficiencies of the supplied products and the customer has failed, on receipt of the products, to immediately complain about these deficiencies with GP Technics, the above stated guarantee obligation of GP Technics will expire.
- 17.4 Furthermore, guarantee is only given regarding deficiencies of which the customer informs GP Technics immediately after of the deficiency has been detected, by registered letter and furthermore proves that they have arisen within the stated period as, exclusively or predominantly, the direct consequence of an inadequacy in a construction designed by GP Technics, poor finishing, or the use of bad materials. The customer is obliged to return the faulty or defective products at their expense to GP Technics, whereupon GP Technics will take care of the replacement of the afore-intended products, free of charge. Unless GP Technics decides that repair or replacement will take place at the location of the installation, in which case all additional costs such as, among others, hourly wage, travel and accommodation expenses of the engineer(s) of GP Technics, and transport costs of items, will be at the expense of the customer.
- 17.5 In all cases, damage to lacquer and chromium work fall outside the provisions of the guarantee, unless the damage of that is a consequence of quality and/or construction errors of other components. Also falling outside the provisions of the guarantee are deficiencies or faults which occur in, or are entirely or partially the consequence of:
- non-observation of operating and maintenance regulations;
 - normal wear;
 - assembly/installation or repair by third parties, among which is understood the customer;
 - the application of any government regulation with regard to nature and quality of the material applied;
 - material used, respectively, items applied by the customer, without consultation with GP Technics;
 - material or items which have been provided by GP Technics to the customer for processing;
 - material, items, working methods and constructions, insofar as such are applied on the explicit instruction of the customer, as well as of material and items supplied by or on behalf of the customer;
 - components obtained by GP Technics from third parties, insofar the third party has not provided a guarantee to GP Technics;
 - employment of the product for purposes other than those of normal business.
- 17.6 GP Technics is entitled to the settlement of its guarantee obligations, this all in reasonability for the assessment by GP Technics, either to replace and reassemble the components in question, or to again or still carry out the activities agreed to. If repair or replacement will be carried out at the location of the installation, all additional costs such as, among others, hourly wages, travel and accommodation expenses of the engineers (s) of GP Technics and transport charges of items, will be at the expense of the customer. Repair and/or replacement of a component on account of the guarantee will never extend the guarantee for the whole of the provided items.
- 17.7 Components which are replaced by new ones, remain, respectively are, through the supply c.q. the assembly of the new components, the property of GP Technics, and are returned to it by the customer at their expense. Without explicit approval of GP Technics in writing, the customer is not entitled to return products or components from that to GP Technics.
- 17.8 If GP Technics, for whatever reason whatsoever, is not able to supply components of products as replacements for supplied components of products on account of the guarantee, the guarantee obligations – in the event, in all reasonability, that it can be assumed that the impediments are of a temporary nature - will be postponed until the impediments are removed. Whereas in case it can be reasonably assumed that the impediments are of a permanent nature - GP Technics will compensate the monetary value of the components, being the cost price originally paid by GP Technics of these similar components of products.
- 17.9 The alleged non-compliance by GP Technics of its above intended guarantee obligations does not exempt the customer from their obligations, which could result from the purchase agreement or from any other agreement contracted with GP Technics.
- 17.10 The above intended guarantee obligation of GP Technics expires if the customer does not, not appropriately, or not timely comply with any obligation which results for them from the purchase agreement or from any other agreement contracted with GP Technics.

Section III

Special provisions with respect to assembly and installation

Article 18. Delivery/ Delivery time

- 18.1 Assembly and installation take place in The Netherlands, unless agreed otherwise in writing.
- 18.2 The delivery time becomes effective on the last of the following times:
- the day of the formation of the agreement;
 - the day of receipt by GP Technics of the records, data, licenses and such, necessary for the implementation of the order;
 - the day of the fulfilment of the formalities necessary for the commencement of the activities;
 - the day of receipt by GP Technics of that which must be settled in advance, according to the agreement, before commencement of the activities.
- 18.3 The delivery period is based on working circumstances applicable at the time of contracting of the agreement, and on timely supply of the material ordered by GP Technics for the implementation of the work. If through no fault of GP Technics a delay occurs as a result of modification of intended working circumstances or because material for the implementation of the work was ordered in good time but not supplied in good time, the delivery period will be extended as far as necessary.
- 18.4 A single exceeding of the delivery period does not result in GP Technics being in legal default. For that purpose a further proof of default will always be required.
- 18.5 The indicated delivery periods are stated approximately. Subject to gross culpability on the part of GP Technics, exceeding of the delivery period does not give the customer right to compensation for direct or indirect (supplemental) damage or to compensation of any costs whatsoever, nor on entire or partial dissolution of the agreement, nor on non-compliance with any obligation which could result for him from the purchase agreement or an agreement connected to that, nor to the carrying out or having carried out, with or without legal authorisation, of activities for the implementation of the agreement.
- 18.6 Without prejudice to that stipulated elsewhere in this Article with regard to the extension of the delivery period, the delivery period is extended by the duration of the delay which arises on the part of GP Technics as a consequence of non-compliance by the customer with any obligation resulting from the agreement or cooperation to be demanded from them with regard to the implementation of the agreement.
- 18.7 With regard to the delivery period, the product is considered to be delivered when testing in the factory has been agreed to, when it is ready for testing, and in other cases when it is ready for shipment, this on the understanding, after the customer has been informed of that in writing.
- 18.8 If GP Technics has also taken on the assembly of the purchased products, they are considered as delivered when

these products or the most important components of them - this in all reasonability for assessment by GP Technics - are installed operationally at the agreed place of destination.

- 18.9 In the event of assembly and installation the products are at the risk of the customer after arrival at the agreed place of destination.
- 18.10 Customer will sign, if required by GP Technics, a transfer protocol as proof that the items have been delivered complete and operational, such without prejudice to that stipulated in Article 21 of this section.

Article 19. Testing and transfer inspection

- 19.1 The customer will test the product within at the latest eight days, after the assembly/installation. If this period has expired without written and specified report of founded complaints, the product is considered to have been accepted.
- 19.2 If testing and or inspection by GP Technics at the customer has been agreed to, the customer will enable GP Technics, after the assembly/installation, to carry out the necessary tests as well as to carry out those improvements and modifications which GP Technics considers necessary. The transfer inspection will be conducted immediately after GP Technics' request, in the presence of the customer. If the transfer inspection has been carried out without a specified and founded complaint, as well as if the customer does not comply with their (aforementioned) obligations, the product will be considered as having been accepted.
- 19.3 For the transfer inspection and for possible tests, the customer puts the required facilities, as well as representative samples of possible materials to be worked on or processed, at the disposal of GP Technics, sufficiently, swiftly and free of charge in the correct place, so that the foreseen user circumstances for the product, provided by parties, can be imitated as much as possible. If the customer does not comply with this, the last sentence of the previous paragraph will be applicable.
- 19.4 In the case of trivial shortcomings, particularly those which do not or hardly influence the foreseen use of the product, the product will be considered as accepted, irrespective of these shortcomings. GP Technics will then correct such shortcomings as soon as possible.
- 19.5 The costs of the inspection are at the expense of the customer, unless otherwise agreed in writing.

- 19.6 Without prejudice to the obligation of GP Technics to comply with their guarantee obligations, according to the previous paragraphs, the acceptance will exclude each claim of the customer regarding a shortcoming in the performance of GP Technics.

Article 20. Assembly and installation

- 20.1 The customer is responsible towards GP Technics for the correct and timely implementation of all constructions, facilities and/or conditions which are necessary for the installation of the product to be assembled and/or the correct functioning of the product in an assembled state, subject to and insofar that implementation is performed by or because of GP Technics according to or because of the last stated supplied data and/or manufactured drawings.
- 20.2 Without prejudice to the provisions in paragraph 1, the customer ensures, in any case, on personal account and at personal risk that:
- the staff of GP Technics, as soon as they have arrived at the installation location, can start their activities and continue to perform during normal working hours and moreover, if GP Technics considers such necessary, outside of normal working hours, subject to this having been notified by them to the customer in good time;
 - suitable accommodation and/or all government required regulations, agreements, and the use of required facilities is present for the staff of GP Technics;
 - the access roads to the installation point are suitable for the necessary transport;
 - the indicated point of installation is suitable for storage and assembly;
 - there are necessary lockable warehouses for material, tools and other items present;
 - the necessary and usual auxiliary workers, auxiliary tools, auxiliary and company material (fuels, oil and greases, cleaning, and other small material, gas, water, electricity, steam, compressed air, heating, lighting, etc. included) and for the company of the customer normal measurement and test equipment made available to GP Technics, in good time and free of charge at the correct location for the installation;
 - all necessary safety and precautionary measures have been taken and are maintained, as well as all measures having been taken and maintained in order to comply with the appropriate government regulations within the framework of the assembly/installation;
 - at commencement of and during the assembly the products that were sent are present at the correct location.
- 20.3 Damages and costs which occur because the conditions set in this Article have not been complied with, or have not been complied with in good time, are at the expense of the customer.

Article 21. Guarantee

- 21.1 In case of assembly and installation, repair included, GP Technics has a guarantee obligation for 12 months after supply of delivered components with respect to these components, this with observation of the provisions in paragraph 2. The guarantee expires if a third party engineer or fitter has performed activities to the installation within the duration of the guarantee.
- 21.2 The guarantee obligation falls into two parts: during a period of six months after the supply, intended in paragraph 1, GP Technics is obliged to replace or to repair supplied items or components which have transpired to be defective as a result of material and construction, assembly or production errors, entirely free of charge; following this period GP Technics is only obliged, for a period of six months, to a renewed supply of the items or components which have transpired to be defective as a result of material, construction, assembly or production errors, exclusive of assembly costs.
- 21.3 Unless explicitly agreed otherwise in writing, GP Technics is only obliged to comply with the guarantee obligations defined in this Article in the Netherlands.
- 21.4 Paragraph 2 is of corresponding application with a testing, respectively, transfer inspection of unperceived defects which find their cause exclusively or mainly in a faulty assembly/installation by GP Technics. If assembly/installation of the product is carried out by GP Technics, the guarantee period of 12 months intended in paragraph becomes effective on the day that the assembly/installation has been completed by GP Technics, on the understanding that in that case the guarantee period finishes, in any case, when 12 months following delivery have expired.
- 21.5 The guarantee obligation defined in paragraph 1 and 2 expires if one or more of the circumstances stated below occur:
- the defects of the delivered items or components are not notified to GP Technics immediately after discovery of them;
 - the defect is the result of incorrect use or insufficient maintenance;
 - customer or third parties have carried out activities to the delivered items;
 - customer has been negligent in complying with their obligations from the agreement;
 - the instructions for use and/or instructions or indications of GP Technics have not been observed.
- 21.6 Items to be repaired or replaced on the basis of Article 21 paragraph 2, which lend themselves to that in all reasonability, will be returned by the customer to GP Technics at their request.

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- 21.7 On components supplied yet not assembled by GP Technics, no guarantee is given in the case of proven faulty assembly.
- 21.8 Repair and/or replacement of a component on account of guarantee will never extend the guarantee for the whole of the delivered item.