



# General Terms and Conditions of Sale and Delivery of MAN Rollo B.V.

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## A: General part

### With regard to the sale and supply of products and/or related services/works.

#### Article I - General

1. These General Terms and Conditions of Sale and Delivery (hereinafter: terms of delivery) apply to all offers, orders, sales, contracting and other agreements, including supplementary and subsequent agreements - including the actions taken to conclude those agreements - relating to deliveries of products and/or services to be performed by MAN Rollo B.V. and/or to the realisation of a project, unless both parties expressly deviate from them in writing. General terms and conditions of the Customer do not apply, even in the event of a previous reference.
2. In these terms and conditions of delivery, the following terms shall have the following meaning:
  - MAN Rollo B.V.: the party that refers to these conditions in its offer(s), agreements and website, among other things.
  - Customer: the other party to MAN Rollo B.V.

#### Article II - Offer

1. All offers made by MAN Rollo B.V. are without obligation.
2. If the Customer provides MAN Rollo B.V. with documents and data relevant to the offer, MAN Rollo B.V. may assume the accuracy of these documents and data and shall base its offer on thereon.

#### Article III - Agreement

1. If the agreement is entered into in writing, it shall be concluded on the day that the agreement is signed by both parties, or on the day that MAN Rollo B.V. sends the written order confirmation, as the case may be.
2. Verbal promises, agreements or other (legal) acts are only binding if confirmed by MAN Rollo B.V. in writing.

#### Article IV - Price

1. Unless expressly stated otherwise, a stated or agreed price does not include VAT or any other (government) levy due in connection with the agreement and, if MAN Rollo B.V. is responsible for the transport of products, also does not include the costs of packaging, transport and insurance. MAN Rollo B.V. shall charge the costs referred to in the previous sentence separately and in full.
2. If, after the date of conclusion of the agreement, one or more of the cost price factors is subject to an increase, including a depreciation of the agreed currency against the Euro, even in the event of foreseeable circumstances - MAN Rollo B.V. shall be entitled to increase the agreed price accordingly.
3. Each offer is based on performance of the agreement under normal circumstances and during normal working hours.

#### Article V - Drawings, calculations, descriptions, models and tools etc.

1. Data contained in catalogues, illustrations, drawings, dimensional and weight specifications, etc. shall only be binding if and insofar as they are expressly included in an agreement signed by the parties or an order confirmation signed by MAN Rollo B.V.
2. Offers, budgets, plans or other documents issued as well as drawings, calculations, software, descriptions, models and products as well as tools and equipment, etc. produced or provided by MAN Rollo B.V. shall remain inalienable property, regardless of whether any costs have been charged for them. The Customer guarantees at all times that the information provided by MAN Rollo B.V. shall only be used in connection with the agreement and that it shall not use it in any way contrary to the intellectual property rights of MAN Rollo B.V. or of third parties.
3. Customer shall indemnify MAN Rollo B.V. against all direct and indirect damage as a result of claims by third parties on account of violation of the rights referred to in the previous paragraph.



4. MAN Rollo B.V. shall provide the Client with manuals and/or instruction manuals in English with information on the construction, operation and handling of the products delivered. If available, we may also provide such documents in the Dutch language.

#### **Article VI - Delivery time and delivery**

1. MAN Rollo B.V. is authorised to make partial deliveries.
2. The agreed delivery period shall commence on the last of the following dates:
  - a. the day on which the agreement is concluded;
  - b. the day on which MAN Rollo B.V. receives the documents, information, permits, etc. necessary for the execution of the agreement;
  - c. the day of completion of the formalities necessary for the commencement of the work;
  - d. the day on which MAN Rollo B.V. receives the agreed advance payment.
3. The delivery time is based on the working conditions applicable at the time of the conclusion of the agreement and on the timely delivery of the materials ordered by MAN Rollo B.V. for the execution of the agreement. If a delay occurs outside MAN Rollo B.V.'s fault as a result of a change in the aforementioned working conditions or because materials ordered for the execution of the agreement are not delivered on time, the delivery period shall be extended insofar it is necessary.
4. The product shall be deemed to have been delivered if it has been made available to the Customer by transfer of ownership, or can at least be placed under the latter's control and the Customer has been notified thereof, without prejudice to MAN Rollo B.V.'s obligation to comply with any assembly or installation obligations. Unless expressly agreed otherwise, delivery shall take place DAP or FCA, according to the latest INCOTERMS version.
5. Without prejudice to the provisions of this Article VI, the parties may agree that MAN Rollo B.V., at the expense and risk of the Customer, shall arrange for the transport of the products to an address to be designated by the Customer.
6. Notwithstanding the provisions elsewhere in these terms of delivery regarding the extension of the delivery time, the delivery time shall be extended by the duration of the delay which MAN Rollo B.V. has

suffered or will suffer as a result of the Customer's failure to comply with any obligation or cooperation ensuing from the agreement.

7. Exceeding the agreed delivery time - for whatever reason - does not entitle the Customer to dissolve the agreement in whole or in part or to perform work or have work performed to implement the agreement.
8. Unless explicitly agreed otherwise, a contractual penalty for exceeding the delivery time will replace any right of the Customer to compensation. Such a penalty is not due if the exceeding of the delivery time is the result of force majeure or circumstances on the part of the Customer.
9. If the Customer refuses to take delivery of the products offered to him, all resulting costs (including freight and storage costs) will be for his account.
10. In the event of cancellation of the agreement, the Customer shall immediately owe 30% of the agreed price (including VAT), without prejudice to MAN Rollo B.V.'s right to demand full compensation from the Customer for the damage suffered as a result of the cancellation, in addition to this contribution to the costs.
11. The Customer shall ensure that permits are obtained if this is required for the use or possession of the goods delivered.

#### **Article VII - Assembly and installation**

1. If MAN Rollo B.V. supplies products, it shall only take care of assembly, installation, maintenance and/or commissioning at a location designated by the Customer, if and insofar as this has been expressly agreed.
2. The Customer is responsible for the correct and timely execution of all equipment, facilities and/or conditions necessary for the installation of the product to be assembled and/or the correct operation of the product in an assembled state.
3. Without prejudice to the provisions of Clause VII.2, Customer shall in any case ensure this at its own expense and risk:
  - a. as soon as MAN Rollo B.V. technicians have arrived at the installation site, they can start their work and continue to do so during normal working hours and, if MAN Rollo B.V. deems it necessary, outside normal working hours, provided that it has informed the Customer of this in good time;

- b. suitable housing and/or all facilities required by government regulations and the agreement are available for MAN Rollo B.V.'s technicians;
  - c. the access roads to the installation site are suitable for the necessary transport;
  - d. the designated installation location is suitable for storage, assembly and installation;
  - e. the necessary lockable storage facilities for materials, tools and other products are available;
  - f. the necessary and usual labourers, auxiliary tools, auxiliary and operating materials (including fuels, oils and greases, cleaning and other small materials, gas, water, electricity, steam, compressed air, heating, lighting, etc.) and the measuring and testing equipment customary for the Customer's business are at our disposal in good time, and free of charge, at the right place;
  - g. all necessary safety and precautionary measures have been taken and are maintained, in accordance with the guidelines for VCA certified work and that, in the context of assembly or installation by our technicians, all government regulations have been complied with;
  - h. at the start of and during the assembly or installation, all required products are present in the right place.
4. Damage and costs incurred as a result of the conditions set out in this article not being met or not being met on time will be for the Customer's account.
  5. Article VI shall apply with regard to the assembly/installation time.
  6. MAN Rollo B.V. shall at all times have the right to have the agreement executed in full or in part by third parties.

#### **Article VIII - Transfer of risk and ownership**

1. In principle, the risk is transferred after delivery as stipulated in article VI. However, if after a notice of default, the Customer remains in default of taking delivery of the products, MAN Rollo B.V. shall be entitled to charge the costs of storage and insurance of the products to the Customer.
2. Without prejudice to the provisions of the previous paragraph and Article VI, ownership of the products shall not pass to the Customer until everything that the Customer owes MAN Rollo B.V. on account of the delivery or related work, including interest and costs, has been paid in full to MAN Rollo B.V..The

Customer may not resell the product until the obligations in this article have been fulfilled.

3. MAN Rollo B.V. shall be entitled to repossess the products delivered under retention of title if the Customer is in default of any payment obligation, is in payment difficulties or is in danger of getting into payment difficulties. The Customer shall grant MAN Rollo B.V. access to its premises and/or buildings for the purpose of inspecting the products and enforcing its rights, including any dismantling required for this purpose.

#### **Article IX - Invoicing and payment**

1. Unless otherwise agreed, MAN Rollo B.V. is entitled to demand advance payment of the entire invoice amount at any time. The invoice relating to the advance payment must be paid before delivery of the purchased goods has taken place.
2. Unless otherwise agreed, payment, without set-off, of the additional costs, must also be made before or at the time of the purchase or delivery of the goods sold, and in any case within 30 days of the invoice date. MAN Rollo B.V. does not accept payment in cash but only by bank transfer. All payment terms are to be regarded as strict deadlines. In the event of a credit on the invoice, the current payment term shall be maintained.
3. If, in the event of overdue payment, collection is effected by judicial or other means, the amount of the claim shall be increased by 10% administrative costs, while the judicial and extrajudicial costs shall be borne by the Customer to the extent that the amounts paid or owed by MAN Rollo B.V., without prejudice to our other rights on the basis of the law or the agreement.

#### **Article X - Complaints and guarantees**

1. Complaints about visible defects must be made specifically and in writing immediately after receipt of the product, but no later than 5 days after the actual transfer of the product.
2. Complaints about invisible defects must also be made in writing immediately after discovery, but in any case, within the warranty period referred to in paragraphs 3 and 4. Any claim against MAN Rollo B.V. in respect of the defects in question shall lapse if the aforementioned terms are exceeded. Legal claims in this respect must be submitted within one

year of a timely complaint, at the risk of forfeiture of all rights.

3. Without prejudice to the restrictions set out below and unless expressly agreed otherwise, MAN Rollo B.V. guarantees both the soundness of the new product, installation, assembly and commissioning delivered and the quality of the material used and/or delivered for this purpose, for a period of 24 months after delivery in accordance with Article VI, paragraphs 4, 5 and 6, and to the exclusion of any visible defects. If assembly or installation by the Customer has been agreed, the aforementioned guarantee obligation applies to MAN Rollo B.V. for a period of 18 months after assembly or installation, but no later than 24 months after delivery in accordance with Article VI paragraphs 4, 5 and 6. For parts delivered separately, a period of 24 months after the said delivery shall apply.
4. Paragraphs 1 and 2 shall apply mutatis mutandis to defects which are exclusively or predominantly due to faulty assembly and/or installation on our part. If MAN Rollo B.V. installs or assembles the product, the periods referred to in paragraphs 1 and 2 shall commence on the day on which the installation is completed by MAN Rollo B.V., on the understanding that in that case the warranty period shall in any case end if 18 months have lapsed since delivery in accordance with Article VI paragraphs 4, 5 and 6.
5. Defects of MAN products located within the Dutch borders covered by the warranty referred to in paragraphs 1 and 2 shall be removed by MAN Rollo B.V. in accordance with the warranty provisions specifically declared applicable to those MAN products by the manufacturer. For MAN products located outside the Netherlands, the Customer may rely on the local MAN dealer who is obliged to fulfil the manufacturer's warranty obligations within that region. If this is not possible, and if MAN Rollo B.V.'s presence is required, transport and travel costs from the Dutch border, as well as any waiting and accommodation costs, shall be at the expense of the Customer. Our warranty with regard to a possible defect in a product other than a MAN product, irrespective of where this occurs, includes repair and/or replacement of the defective part, whether or not in MAN Rollo B.V.'s company, or by sending a part for replacement. The warranty provides in all cases, in addition to the free dispatch

within the Netherlands of the replacement material, also includes reasonable and customary work required to repair the defect and, if necessary, at our discretion, work for disassembly or reconnection of the product to the tools, foundation and other connection systems. Costs to be incurred by MAN Rollo B.V. in addition to the obligations described above, such as but not limited to transport costs abroad, waiting, travel, accommodation and costs for examination by experts, as well as additional work due to disassembly and assembly, which would not have occurred if the product had been repaired under normal working conditions, shall be borne by the Customer. Upon first request, the Customer shall provide MAN Rollo B.V. with assistance with any dismantling and assembly.

6. The Customer may only have a third party carry out the repairs necessary with MAN Rollo B.V.'s written consent, at its expense, to the extent that the costs involved are reasonable. MAN Rollo B.V.'s cost price level shall be considered in determining that reasonableness. The third party that can carry out a necessary repair will be designated by MAN Rollo B.V. in close consultation with the Customer. Repair by a third party in accordance with this paragraph is only possible:
  - If MAN Rollo B.V. is not able to repair the defect or is unable to do so on time, at its own premises;
  - if there is an imbalance between the necessary costs of transporting the product to MAN Rollo B.V. and the costs of repair;
7. Defects occurring due to, or in connection with, the following shall in any case be excluded from the warranty:
  - the failure of the Customer to comply with operating and maintenance instructions,
  - use other than the intended normal use;
  - other than defects in materials and/or construction, such as, for example, defects as a result of normal wear and tear, internal and external contamination, corrosion and paint damage, transport, freezing, overheating, overloading and/or dropping of the product;
  - assembly/installation or repair by third parties except as referred to in paragraph 6, including the Customer;

- used materials or products used at the Customer's request;
  - materials or products supplied by the Customer to MAN Rollo B.V. for processing;
  - materials, products, working methods and constructions, which have been applied on the Customer's express instructions, as well as materials and products supplied by or on behalf of the Customer.
8. If the Customer fails to fulfil any obligation arising from the agreement concluded with MAN Rollo B.V., or fails to do so properly or on time, MAN Rollo B.V. shall not be obliged to provide any warranty, under any name whatsoever.
  9. If the Customer disassembles or repairs the product or arranges for it to be disassembled, repaired or other work to be carried out without our prior approval, any claim under the warranty shall be null and void.
  10. If MAN Rollo B.V. replaces parts and/or products in accordance with its warranty obligations, then these parts/products become the property of MAN Rollo B.V. The original warranty period will not be extended in case of replacement.
  11. No warranty is given with regard to inspections, checks, advice and similar operations carried out by MAN Rollo B.V. Nor shall MAN Rollo B.V. accept any responsibility for designs and parts made available by the Customer.
  12. The alleged non-performance of warranty obligations does not release the Customer from its obligations arising from any agreement concluded with MAN Rollo B.V.

#### Article XI - Liability

1. MAN Rollo B.V.'s liability shall at all times be limited to a maximum amount equal to the invoice amount in respect of the products or services supplied or work performed to which the liability relates and shall lapse after a period of 12 months after delivery. Only damage for which MAN Rollo B.V. is insured, or for which MAN Rollo B.V. should reasonably have been insured, shall be eligible for compensation.
2. Except in the case of intent or gross negligence on our part, MAN Rollo B.V. excludes all liability for consequential damage and indirect damage and damage as a result of liability towards third parties, including:
  - a. trading loss, including business interruption loss and loss of profit;
  - b. damage caused to products (including movable and immovable products) or persons during the execution of installation, assembly, maintenance and/or repair work;
  - c. damage or injury to persons and/or products because the Customer and/or his subordinate(s) operated the product, worked on it or otherwise dealt with the product without MAN Rollo B.V.'s supervision during the installation, assembly, maintenance and/or repair work;
  - d. damage caused by non-compliance with the operating instructions;
  - e. damage caused by the fact that the product delivered by MAN Rollo B.V. has been used for a purpose other than that for which it is intended or for a purpose for which the product is not suitable;
  - f. damage occurring during the loading of the products ex MAN Rollo B.V.'s premises or warehouse after the products have been made available by MAN Rollo B.V. to the Customer in accordance with Article VI;
  - g. damage occurring during the unloading of the products if MAN Rollo B.V. has had the products transported to the Customer's address at the Customer's request;
  - h. damage incurred or caused by actions with or work on the product carried out by the Customer or by third parties engaged by him or on his behalf.
3. Consequently, MAN Rollo B.V. is also not liable for:
  - a. infringement of intellectual and/or industrial property rights or other rights of third parties as a result of the use of data provided by or on behalf of the Customer;
  - b. damage or loss, for whatever reason, of raw materials, semi-finished products, models, tools and other products made available by the Customer;
  - c. the civil-law consequences for the Customer due to violation of public-law regulations as a result of all the actions of MAN Rollo B.V., its technicians or third parties on its behalf for the benefit of the Customer.
4. If MAN Rollo B.V. provides its technicians with assistance and assistance - of whatever nature - with assembly and installation, this shall be at the risk of the Customer, if this is not part of the agreement.

5. The Customer shall be obliged to indemnify or hold MAN Rollo B.V. harmless in respect of all claims for compensation from third parties, for which liability on our part is excluded in these terms and conditions of delivery in the relationship with the Customer.

#### **Article XII - Force majeure**

1. Force majeure shall be understood to mean: any circumstance that prevents the fulfilment of the obligations under the agreement or becomes unreasonably difficult to fulfil as well as, insofar as not already included, war, threat of war, civil war, riots, strikes, lockouts, transport difficulties, import, export and production bans, embargoes, fire and other disruptions in MAN Rollo B.V.'s business or that of its suppliers.

#### **Article XIII - Suspension/dissolution and termination**

1. In the event of force majeure, MAN Rollo B.V. shall be entitled, without judicial intervention, either to suspend the execution of the agreement for a maximum of 6 months or to dissolve the agreement in whole or in part, without being obliged to pay any compensation. Furthermore, during the suspension, MAN Rollo B.V. shall be entitled and, at the end of the suspension, obliged to opt for performance or for full or partial dissolution of the agreement. Both in the event of suspension and in the event of dissolution, MAN Rollo B.V. is entitled to demand immediate payment for what it has already delivered or executed in the performance of the agreement.
2. If the Customer does not fulfil, does not properly fulfil or does not fulfil on time any obligation arising from the agreement or from a related agreement, or if there are good grounds for fearing that the Customer will not fulfil its contractual obligations towards MAN Rollo B.V. or if, in the opinion of MAN Rollo B.V., circumstances arise at the Customer's premises which entail a significant increase in its risk and/or may impede the normal settlement of this agreement and/or the course of the damage to the product, in the opinion of MAN Rollo B.V. as well as in the event of bankruptcy, suspension of payments, shutdown, liquidation or partial transfer - whether or not as security - of the Customer's business, including the transfer of a substantial part

of its receivables, MAN Rollo B.V. shall be entitled, without notice of default and without judicial intervention, either to suspend the performance of each and every one of these agreements for a maximum period of 6 months or to dissolve them in whole or in part, without being obliged to pay any compensation or guarantee and without prejudice to any other rights accruing to it. During the suspension, MAN Rollo B.V. shall be entitled and, at the end of the suspension, obliged to opt for execution or for full or partial dissolution of the suspended agreement(s).

3. In the event of suspension and/or dissolution pursuant to paragraph 2, the outstanding receivables against the Customer shall become immediately due and payable. MAN Rollo B.V. reserves the right to claim (replacement) compensation from the Customer.
4. The Customer shall not be entitled to demand retroactive dissolution of the agreement.
5. MAN Rollo B.V. may terminate the agreement immediately in the following cases:
  - a. if the Customer remains culpably negligent in the performance of one of its obligations under this agreement, irrespective of whether or not it has been given notice of default in this respect;
  - b. if the Customer applies for suspension of payments or his bankruptcy has been filed, either by himself or by a third party;
  - c. if the Customer offers any kind of agreement to its creditors or is placed under guardianship, liquidates or sells its business;
  - d. if the Customer provided incorrect or insufficient information to MAN Rollo B.V. when entering into the agreement, as a result of which this agreement would not have been entered into by MAN Rollo B.V., or at least on other conditions.

#### **Article XIV - Disputes and applicable law**

1. All agreements between MAN Rollo B.V. and Customer shall be governed exclusively by Dutch law.
2. All disputes between MAN Rollo B.V. and Customer shall be settled in the first instance by the District Court of The Hague.
3. The applicability of the 1980 Vienna Convention on Contracts for the International Sale of Goods (CISG) is excluded.

#### **Article XV - Privacy and personal data**

1. The Parties shall cooperate fully with each other to enable the other Party to fulfil its obligations under applicable laws and regulations concerning the protection of personal data.
2. In performing its obligations under the agreement, MAN Rollo B.V. shall comply with the applicable relevant laws and regulations with regard to the protection of personal data concerning the Customer.
3. MAN Rollo B.V. processes the personal data relating to the Customer exclusively on behalf of the Customer, to the extent necessary for the fulfilment of its obligations under the agreement.
4. MAN Rollo B.V. shall take appropriate technical and organizational measures to protect the personal data relating to the Customer against unauthorized or unlawful processing.
5. The Pon Processing Agreement shall, if necessary, be attached by MAN Rollo B.V. as an appendix to these delivery conditions and signed by the Customer.

#### **Article XVI - Partial nullity**

1. If any provision of these terms and conditions is invalid in whole or in part, for whatever reason, the agreement and these terms and conditions shall remain in full force and effect, while the parties shall be deemed to have agreed on the invalid provisions as far as the legally valid scope of the invalid provision is concerned.

#### **Article XVII - Export control**

1. The Customer shall comply with all applicable laws, rules and regulations relating to export controls, sanctions, embargoes or other restrictions on all goods, services or works provided by MAN Rollo B.V. under these General Terms and Conditions. Customer guarantees that all delivered goods and/or services and/or work will not be re-exported, sold, transferred or used in violation of the aforementioned laws and regulations. The Customer shall indemnify and hold MAN Rollo B.V. and its subsidiaries harmless from and against all claims, losses, damages, costs, sanctions and/or penalties in any form whatsoever arising from the non-performance of the aforementioned guarantee.

#### **B: Repair, overhaul and other work**

##### **Article I - General**

1. The provisions set out in this Chapter B apply in addition to the provisions in section A (General Section) of these Terms and Conditions in the event of repair, overhaul, inspection and maintenance work and the performance of other work (collectively, the Work).

##### **Article II - Offer and agreement**

1. Any additional work shall be considered to be that which has been agreed in writing between MAN Rollo B.V. and the Customer during the execution of the agreement in addition to the work expressly agreed in the written agreement or, in the absence of such agreement in the written acceptance, in the form of additional work.

##### **Article III - Conditions for the performance of Work**

1. If the Work is carried out in one of MAN Rollo B.V.'s workshops, all transport and other costs incurred outside these areas shall be at the expense of the Customer and the products to be repaired or reconditioned shall at all times be at the risk of the Customer.
2. If the Work is carried out at the place where the product is located, Customer shall:
  - a. ensure that the Work can take place in a place that is sufficiently protected against the effects of the weather, that is clean and where there is sufficient light and, if necessary, water, etc.; this place must be lockable; the Customer must also ensure that all regulations regarding safety, fire prevention, etc. have been complied with;
  - b. ensure that MAN Rollo B.V. can commence the Work with its technicians/mechanics or employees of subcontractors immediately upon arrival at the site and can carry out the Work undisturbed;
  - c. to bear all costs that arise if our technicians or employees of subcontractors are unable to commence the Work immediately upon arrival or are forced to interrupt it through no fault of their own, or have to continue their Work outside normal working hours;
  - d. to provide all assistance that may reasonably be required and to make electrical power, fuel, water,

- etc. available, as well as scaffolding, lifting, hoisting and transport equipment;
- e. to provide MAN Rollo B.V. with employees free of charge upon first request;
  - f. to bear all costs for activities such as the dismantling of pipes and discharge pipes, stairs, platforms, etc. necessary for the proper performance of the Work as well as for the re-assembly and fitting thereof after the repair;
  - g. all necessary safety and precautionary measures have been taken and are maintained in accordance with the VCA certified work guidelines and that, in the context of assembly or installation by our technicians, all government regulations have been complied with;
  - h. to insure itself to the satisfaction of MAN Rollo B.V. - and to allow this insurance(s) to continue at least for the duration of the Work to be performed - against any form of damage as a result of accident and fire caused during the preparation of or during the performance of the Work assigned to MAN Rollo B.V..
3. MAN Rollo B.V. is not liable for the result of Work carried out if it must be carried out within a period determined unilaterally by the Customer, or if the Customer unilaterally determines that employees must be deployed on the part of the Customer. Nor is MAN Rollo B.V. liable for exceeding the unilaterally set period.
  4. Costs incurred as a result of the Customer's failure to comply with the conditions referred to in this article are at the expense of the latter and he is also liable for all damage resulting therefrom.
  5. Work will only take place during normal working hours.

#### **Article IV - Warranty and liability**

1. With due observance of the period referred to in paragraph 2, MAN Rollo B.V. accepts responsibility for the occurrence of defects in the parts or materials fitted or installed and the Work only if:
  - a. the Work and all the activities, innovations, modifications and deliveries deemed necessary in MAN Rollo B.V.'s opinion have been carried out in full;
  - b. MAN Rollo B.V. has determined the manner of performance of the Work, the management thereof

- and the number of mechanics and auxiliary personnel to be deployed;
- c. The Customer has refrained from any form of intervention in the nature and/or performance of the Work.
2. MAN Rollo B.V. grants a six-month warranty on the Work performed with due observance of paragraph 1 of this article and on the parts and materials installed or fitted, which period commences after the Work has been inspected by MAN Rollo B.V., regardless of whether or not the product is then put into operation. Defects that have come to light within that period as a result of faulty parts or materials inserted or insufficient workmanship on the part of MAN Rollo B.V. or on the part of its used employees - at its discretion - shall be remedied on the same terms and conditions as referred to in Article X of Part A of these General Terms and Conditions, provided that they have been reported to MAN Rollo B.V. in writing within 8 days of the first occurrence of the defect.
  3. Warranty claims shall lapse if:
    - a. the product has been used improperly;
    - b. instructions for use provided by MAN Rollo B.V. and/or instructions or directions given by MAN Rollo B.V. have not been complied with;
    - c. the defects have been repaired by third parties.
  4. The warranty period as set out in paragraph 2 shall not be extended after the defects mentioned therein have been remedied.
  5. Parts and materials delivered by MAN Rollo B.V. but not assembled by it shall not be covered by the guarantee in the event of proven incorrect assembly. Parts and materials not delivered by MAN Rollo B.V. are not guaranteed for that specific part.

#### **Article V - Termination**

1. MAN Rollo B.V. is at all times entitled to terminate the agreement if and in so far as it can no longer reasonably be expected that MAN Rollo B.V. will continue the Work. This may include, but is not limited to, excessive price increases outside the control of MAN Rollo B.V., changes in conditions of use that could not have been foreseen at the time the agreement was concluded, or other circumstances that make the agreement manifestly loss-making. If and to the extent that this situation



occurs, the parties shall endeavour to find a solution in accordance with the standards of reasonableness and fairness and in good mutual consultation.

#### **Article VI - Obligations of the Customer**

1. The Customer shall be obliged, at MAN Rollo B.V.'s first request, to discontinue the use of the Product if, in its opinion, this is necessary to prevent (further) damage.
2. The Customer must comply with all the instructions for use of the manufacturer or MAN Rollo B.V. and, at its own expense and risk, take care of the collection and disposal of chemical waste products originating from the Product.
3. The Customer is obliged to inform MAN Rollo B.V. in writing without delay of all damage to the Product and all other items that may affect the warranty and/or the costs and price of the Agreement.
4. Client shall indemnify MAN Rollo B.V. against any liability, including liability of and by third parties, as a result of the Product coming into contact with substances and/or objects that are at any time regarded as critical, harmful or dangerous to the environment or to the health of people, flora and fauna, even if and insofar as the Customer was unaware of this. The Customer shall in any case ensure adequate cleaning of the Product and take measures to protect MAN Rollo B.V. and its personnel or third parties engaged by it. MAN Rollo B.V. assesses whether these measures are sufficient and reserves the right at all times to refuse or discontinue the performance of the Work.

#### **Article VII - Technical acceptance / technical adjustments / safety**

1. Everything that is generally regarded and accepted as good technical opinions, practices and methodologies during this agreement, given the current state of the art, is accepted by MAN Rollo B.V. and the Customer and, where necessary and possible, applied to the performance of the Work.
2. MAN Rollo B.V. performs the Work on the basis of the applicable (environmental) requirements applicable by the authorities at the time the agreement is entered into. The official measurements (such as the EBI inspection) to be carried out periodically to ensure compliance with

(environmental) requirements do not fall within the scope of this agreement.

3. The Customer is responsible for technical adjustments that become necessary as a result of changed government regulations, changed operating conditions at the Customer's premises that are not in line with price and/or cost agreements or the unavailability of certain components or parts.
4. MAN Rollo B.V. shall be entitled, in the event of an unsafe situation arising in its opinion, to discontinue and/or suspend Work until MAN Rollo B.V. considers the situation to be safe.