

GENERAL CONDITIONS OF RENTAL-PURCHASE-SERVICE

Abird B.V. / Abird BVBA / Hef en Hijs Nederland B.V.



GENERAL

ARTICLE 1 – Definitions

- 1.1. In these conditions, the term “Abird” will be understood to mean:
Abird B.V., Abird BVBA, Hef en Hijs Nederland B.V. and/or any affiliated company that might declare these general conditions applicable to any agreement.
- 1.2. The term “General Conditions” will be understood to mean the present conditions.
- 1.3. In these conditions, the term “Client” will be understood to mean: a natural person, legal entity or collaborative venture (hereinafter also referred to as “it”) that has entered into an agreement with Abird, or is in negotiations with Abird in this respect.
- 1.4. In these conditions, the term “Parties” will be understood to mean: Abird and the Client.
- 1.5. In these conditions, the term “Owner / Seller” will be understood to mean: Abird in its capacity as the Owner.
- 1.6. The term “Renter / Buyer” will be understood to mean: a Client in its capacity as a Renter / Buyer and also all employees or other subordinates that use the equipment rented.

ARTICLE 2 – Applicability

- 2.1. These general conditions will apply to all rental agreements, purchase agreements and service agreements entered into between the Parties.
- 2.2. Any stipulation that derogates from or adds to these conditions will only be binding if they have been agreed on in writing and will only apply on a case-by-case basis.
- 2.3. The possible applicability of the general conditions applied by the Client are herewith expressly rejected.
- 2.4. If these conditions have also been drawn up in a language other than Dutch, the Dutch text will always be decisive in the event of differences between the texts.
- 2.5. The possible voidability or invalidity of a provision of the agreement and/or these conditions will not affect the validity of the other parts of the agreement and/or these conditions. Where a situation of this nature arises, the parties will be deemed to have agreed instead to a provision that comes closest, in a manner permitted by law, to what they would have agreed had they known of the aforementioned voidability or invalidity.

- 2.6. If Abird does not require strict compliance with these conditions in a particular case, this will not imply that these conditions do not apply or that Abird would lose the right to require strict compliance with these conditions in similar or dissimilar cases in the future.
- 2.7. The Client with which an agreement has been entered into subject to application of these General conditions will agree to the application of these General conditions to later Agreements between itself and Abird.

ARTICLE 3 – Offers

- 3.1. All offers, quotations, estimates and suchlike issued by Abird, whether separately or in price lists, verbally, in writing, by telephone, on the internet, by e-mail or in any other manner, will be entirely without obligation, because of which Abird will be free to revoke them.
- 3.2. All of the information and/or specifications provided with an offer, quotation or suchlike will always be approximate and will only bind Abird if confirmed expressly in writing.
- 3.3. Except where agreed otherwise, an offer will be valid for a period of 14 days after the date of the offer in question.

ARTICLE 4 – Agreements

- 4.1. An agreement will be concluded between the Parties once the Client has confirmed its acceptance of the offer issued by Abird in writing, the Parties have signed a written agreement, or verbally or tacitly when Abird actually makes equipment available to the Client.
- 4.2. Any additional agreements or amendments made at a later date will only bind Abird if it has confirmed them expressly in writing.
- 4.3. The Client will be required to check the order confirmation carefully and to notify Abird of any corrections within six working days.
- 4.4. If Abird enters into an agreement with two or more individuals or legal entities, each of the said individuals or legal entities will be jointly and severally liable for fulfilment of the obligations ensuing for them towards Abird from the said agreement.
- 4.5. Abird will have the right to involve third parties in performance of the agreement entered into with the Client.
- 4.6. Abird will register personal and/or business data pertaining to the Client. The Client herewith gives Abird

permission to disclose data to third parties where it is necessary to do so for the purpose of the order to be fulfilled.

ARTICLE 5 – Prices

- 5.1. All prices agreed will be exclusive of VAT.
- 5.2. The Client will bear all costs for additions and/or amendments to an agreement.
- 5.3. Abird will have the right to reflect all amendments and/or extra levies imposed by government in its prices after an agreement has been concluded.

ARTICLE 6 – Payment

- 6.1. The Client will pay any amounts due to Abird within the period of time stated in the relevant invoices. Payment will always be made unconditionally, without any unilateral discount, deduction, setoff, withholding or suspension of whatever nature.
- 6.2. Abird will be notified in writing of reasoned complaints relating to any invoice within eight days of the date of the invoice in question, in the absence of which the Client will be deemed to have accepted the invoice as correct.
- 6.3. In the event of non-payment, the Client will lose all right to any discounts that it would otherwise have enjoyed.
- 6.4. In the event of extrajudicial collection, the Client will be required to pay the principal sum plus the statutory extrajudicial collection costs due with effect from the date of non-payment and statutory commercial interest with effect from the date of non-payment.

ARTICLE 7 – Security

- 7.1. Before proceeding to perform an agreement and without providing any further reasons, Abird will be able to require the Client to provide sufficient security for the fulfilment of its payment obligations. For example, by paying a deposit or providing a bank guarantee.
- 7.2. The Client will provide the security required within the period of time stipulated. The expiry of the aforementioned period of time will cause the Client to be in default; a notice of default will not be required in this respect. If security has not been provided yet and if the Client has failed to provide security, Abird will be able to suspend its performance and will also be able to terminate the agreement without judicial intervention. In the latter situation, the

Client will automatically be required to pay Abird a penalty of € 250.00, in compensation of the costs incurred internally.

- 7.3. In the event of Article 7.2, the Client will be required to compensate all other costs that Abird has incurred in preparation of the performance to be delivered by it and also all of losses sustained by Abird. The aforementioned losses will always include the full purchase price and the payments agreed on for the full term of the rental agreement or service agreement. Abird will also be able to require the Client to return all goods previously made available to it. Should Abird terminate the agreement entered into between the Parties (on the basis of the aforementioned ground), it will not be obliged to pay any compensation to the Client for what ever reason.
- 7.4. Should Abird make a call upon the security provided by the Client, Abird will again be able to require the Client to provide sufficient security for the fulfilment of its payment obligations.

ARTICLE 8 – ATEX material

- 8.1. The explosion safety of ATEX material can only be guaranteed if it is used correctly, in accordance with legislation and regulations and the ATEX 95 and 137 directives.

ARTICLE 9 – Force majeure

- 9.1. The term “force majeure” (non-attributable failures) will be understood to mean any circumstances beyond the control of the Parties, because of which the Client cannot reasonably require Abird to perform the agreement (any more).
- 9.2. A force majeure situation will apply for Abird in the following situations, amongst others: strikes, sickness absence at Abird, transport problems, fire, government measures, operational failures at Abird, problems with auxiliary persons, involuntary malfunctions or hindrances that make performance of the agreement more expensive and/or onerous, such as but not limited to storm damage and/or natural disasters, and also breaches of contract (“attributable failures”) by other Clients, auxiliary persons or suppliers of Abird, because of which Abird is not able to fulfil the obligations it has towards the Client, or is unable to do so any more or on time.

- 9.3. Abird will be able to demand payment for any performance that had already been delivered before the occurrence of the situation resulting in force majeure on the part of Abird.

ARTICLE 10 – Termination

- 10.1. Extrajudicial termination will be possible if the Client is put into liquidation, applies for a temporary moratorium, the debt restructuring scheme is declared applicable to it, or if the Client loses all or some of its assets as the result of attachment or a guardianship order, or otherwise loses the power of disposition of all or some of its assets, except where the insolvency practitioner or administrator recognises the obligations ensuing from the agreement as a bankruptcy estate or estate debts.

ARTICLE 11 – Liability

- 11.1. If one of the Parties fails imputably and/or acts wrongfully or unlawfully against the other party, the former will be liable to compensate the injured party for the losses sustained and/or to be sustained by the said party.
- 11.2. The liability ensuing for Abird from the aforementioned paragraph will be limited to the invoice amount or the amount covered by its business liability insurance.
- 11.3. Any liability of the Parties for indirect or consequential loss will be excluded.
- 11.4. The Parties will only be able to claim compensation for the loss sustained by them if the defaulting party is in default.
- 11.5. The limitation of liability set out in Article 11.2 will lapse if:
- the loss in question is the result of an intentional act or gross negligence on the part of the party that has failed imputably and/or the party that has acted unlawfully or wrongly; and/or
 - third parties bring their claims further to the occurrence of death or injury.

ARTICLE 12 – Indemnity

- 12.1. The Client will indemnify Abird in full against claims from third parties that might be brought against Abird as the result of or otherwise in relation to performance of the agreement or agreements entered into between the Parties.

ARTICLE 13 – Legal claims, applicable law and disputes

- 13.1. The agreement entered into between the Parties will be governed by the laws of the Netherlands.
- 13.2. Any disputes that ensue from or relate to the agreement will be decided by the competent court in the court district of Rotterdam (this will be the subdistrict court of Rotterdam where subdistrict court cases are concerned).

RENTAL

ARTICLE 14 – Purpose and use

- 14.1. The Renter will use the equipment rented in the manner befitting a responsible renter and only for the purpose for which the equipment rented is suitable, by virtue of its nature.
- 14.2. The Renter will use the equipment rented with due observance of the directions, operating instructions and general instructions of the Owner. The Renter will be liable for all damage that ensues from non-compliance or partial compliance with the directions, operating instructions and general instructions of the Owner.
- 14.3. Except where agreed otherwise in writing, the rental price of the generators will be based on weekly rates for a maximum of 50 operating hours per week, based on five working days of 10 hours. The semi-continuous rate will apply between 51 and 100 operating hours per week, while the continuous rate will apply above 101 operating hours a week. The rates in question have been made available to the Client. Except where agreed otherwise in writing, the rental price for compressors will be based on weekly rates of 40 hours a week, based on five working days of 8 hours. The continuous rate will apply if this operating regime is not observed.
- 14.4. The Renter will be required to check whether the hour meter is working properly at least once every four hours. The Renter will be required to alert the Owner immediately if the hour meter is not working or is not working properly. If the Renter has failed to do this, the Owner will charge the Renter on the basis of the continuous rate.
- 14.5. The Renter will be required to notify the Owner of any changes to the use agreed, such as semi-continuous or continuous use.

14.6. The rental price will not include transport costs, shipping costs or any other costs to be incurred in connection with the supply and delivery of the equipment rented, or any insurance costs, fuel and oil costs or suchlike.

14.7. The rental prices agreed will be based on the cost determining factors applicable when an offer is issued. The Owner will reserve the right to pass on to the Renter any changes in cost determining factors that arise after an agreement has been concluded if the Owner is not reasonably able to influence the costs in question, including but not limited to an increase in excise duties, social insurance contributions, insurance payments, tolls, shipping and transport costs or turnover tax, up to a maximum of 25% of the prices agreed.

ARTICLE 15 – Ownership and condition of the equipment rented/accession

15.1. The equipment rented is and will continue to be the property of the Owner. Therefore, the Renter will not have the right to sell, pledge or otherwise encumber the equipment rented.

15.2. Without the prior written permission of the Owner, the Renter may not permit third parties to use all or part of the equipment rented or sub-rent all or part of the equipment rented to third parties. If the Renter breaches the aforementioned obligation, the Renter will forfeit a penalty of € 250.00 for each day, or part of a day, that the breach continues. The breach of this article will constitute a ground for immediate termination due to an attributable breach. The Renter will be required to return the equipment rented to the Owner and to pay compensation, which will include the rent due until the end of the rental agreement in any event.

15.3. The Renter will not be free to change the nature, purpose, composition or set-up of the equipment rented. Nor will the Renter have the right to make any additions or changes to the equipment rented, or remove anything from it, without the prior written permission of the Owner.

15.4. Any changes and/or improvements that the Renter makes to the equipment rented with the permission of the Owner will be deemed to form (have formed) an inextricable part of the equipment rented. No payment will be due to the Renter in relation to the costs it has incurred in

connection with any changes and/or improvements of this nature that it has made.

ARTICLE 16 – Third-party clause

16.1. The Renter of the equipment rented declares that it is aware and, if necessary, agrees that ownership of the equipment rented could be vested in a third party, whether now or in the future, or that the equipment rented may have been, or be, pledged to a third party, as security for the payment of claims that the third party in question has against the Owner.

16.2. If the aforementioned third party, as the owner or pledgee of the equipment rented, demands the surrender of the said equipment rented by virtue of the failure of the Owner to fulfil the obligations it has towards the third party, the Renter will not be able to invoke any retention right. Pursuant to the aforementioned demand, the agreement will be terminated by operation of law with immediate effect. The equipment rented will be surrendered at the offices of the third party, or at a location to be specified by the said third party.

16.3. If the third party is the owner of the equipment rented and it would like to continue the rental agreement, the Renter will be required to enter into a rental agreement with the third party immediately when requested to do so, subject to identical conditions, for the remaining term of the original rental agreement.

ARTICLE 17 – Obligations on the part of the Renter

17.1. The Renter will be required to arrange the daily and scheduled maintenance of the equipment rented, which will include but not be limited to:

- adding fuel. The cost of cleaning and disposing of so-called “red” gas oil (the gas oil that falls under a lower excise duty rate) will be charged when returned to a Dutch branch;
- daily checks on and, if necessary, refilling lubricants;
- daily checks on and, if necessary, refilling compressor oil;
- daily checks on and, if necessary, refilling coolant;
- daily checks on and, if necessary, refilling distilled battery water;
- daily checks on and cleaning coolers, as necessitated by external conditions;

- daily checks on fan belts and adjusting their tension, if necessary;
- checks to see whether the drain valves in a compressor’s water separator are free or obstructed;
- change lubricants at least once every 400 hours;
- any minor repairs necessary, such as bleeding and starting up;
- visual inspection of the overall condition of the equipment rented.
- any damage that falls under the exclusions permitted by law.
- the Renter will ensure that the equipment rented is accessible.

17.2. The Renter will notify the Owner immediately should one of the following situations arise or be imminent:

- damage to the equipment rented;
- theft or misappropriation of the equipment rented. The Renter will provide the Owner with a copy of the relevant police report as soon as possible. The Renter will continue to pay the rental price agreed until the date on which the Renter receives compensation from its insurance company and this compensation is paid to the Owner.
- any seizure of all or some of the goods of the Renter, the submission of an application for a (provisional) moratorium, the filing of a petition for the bankruptcy or winding up of the Renter, whether by the Renter itself or a third party, the submission of an application for admission to the statutory debt restructuring scheme. The Renter will be required to immediately allow the bailiff levying the attachment, the insolvency practitioner or the administrator to inspect the rental agreement.

17.3. Except where the Owner has given its prior written permission to this end, the Renter will not be permitted to use the equipment rented at sea, on vessels and/or outside the Netherlands. If the Renter acts in breach of the aforementioned obligation, the Renter will forfeit a penalty of € 250.00 per day, or part of a day, that the breach continues, without prejudice to the right that the Owner has to demand termination due to an attributable failure and compensation too.

ARTICLE 18 – Payment

18.1. In the event of an attributable failure, the Owner will have the right to have the equipment rented removed at the expense of the Renter. The Renter will

render its full cooperation to this end. The Renter herewith waives any retention rights with regard to the equipment rented and will not have the equipment rented attached.

18.2. If the Owner is selling the Hirer fuels for the generators and/or compressors it has rented, the payment term will be 14 days after the invoice date.

ARTICLE 19 – Malfunctions

19.1. The Renter will be required to notify the Owner in writing of malfunctions immediately, being within two working days of the malfunction in question at the very latest, stating the serial number and providing a further explanation of the malfunction and the location of the equipment rented.

19.2. The Renter will refrain from using the equipment rented once a malfunction has occurred.

19.3. The Renter will ensure that the equipment rented is accessible. In the Netherlands, the Owner, or another party on behalf of the Owner, will repair the machine in question on site or replace it with other equipment; if and insofar as the equipment rented is at sea, on vessels and/or outside the Netherlands, the Renter will be required to have the equipment rented repaired by the Owner, or a third party to be designated by the Owner, at its own expense.

19.4. The Renter will not be required to pay any rent for the period of time in which it is not able to use the equipment rented, if:

- the malfunction lasts a period of more than one day after the Renter reported the malfunction to the Owner in accordance with the provisions of Paragraph 1 of this article, and
- the Owner has been able to take note of the said notification.

19.5. The Owner will decide whether or not the equipment rented is usable.

19.6. If malfunctions are the result of damage to and/or improper and/or unskilled use of the equipment rented or failure to comply with the obligations to be met by the Renter as referred to above in Article 14 and Article 17, the provisions of Paragraph 4 of this article will not apply.

19.7. The Renter will bear the cost of any damage to the equipment rented, other than damage that is the result of the wear and tear ensuing from normal use. The Renter will also pay the cost of replacing or repairing damaged, missing and/or

broken parts. The Renter will continue to pay the rental price agreed until the date on which the Renter receives compensation from its insurance company and this compensation is paid to the Owner.

ARTICLE 20 – Checks

20.1. The Owner will always have the right to check that the equipment rented is well-maintained and in a good condition, or to have another party do this on its behalf. It has the right to enter the premises of the Renter to this end.

ARTICLE 21 – Return of equipment rented once the rental agreement ends

21.1. Except where agreed otherwise in writing, the Renter will return the equipment rented to the Owner, cleaned and in its original condition – apart from the normal wear and tear occasioned by its proper use - by making the equipment rented available to the Owner in the warehouse of the branch of the Owner at which the Owner had originally made the equipment rented available to the Renter, during the normal openings times of the branch in question and by the date on which the rental agreement ends at the very latest, being the date on which the rental period agreed on between the Parties ends.

21.2. The Renter will also return to the Owner the parts of the equipment rented that might have become surplus to requirements during the rental period, further to maintenance carried out by the Renter, for instance. It will return the said parts in the manner and at the time described in Article 21.1.

21.3. If the Renter fails to make available the equipment rented at the appointed place and date, it will be in default without a notice of default being required. In this situation, the Renter will forfeit a penalty of € 250.00 for each day or part of a day that the Renter fails to make available the equipment rented to the Owner at the appointed place.

The Renter will also compensate the Owner for all losses to be sustained by it. In this situation, the Owner will also be entitled, and is hereby expressly authorised by the Renter, to enter the premises where the rental equipment is found, in order to take possession of the said equipment rented. The Renter will pay all associated costs.

ARTICLE 22 – Liability

22.1. Any risk of loss or damage to the equipment rented will lie with the Renter during the rental period.

22.2. The Renter will be liable for all damage to and the disappearance of the equipment rented during the rental period, regardless of whether or not it is to blame. The Renter will be required to take preventive measures to avoid the disappearance of the equipment rented.

22.3. The Renter will indemnify the Owner against any fines or penalties that are imposed on the Owner as the result of acts or omissions on the part of the Renter. The Renter will compensate the Owner for the costs of defence incurred when defending claims for the aforementioned fines or penalties.

22.4. The Owner will not be liable for the damage ensuing from a malfunction. In the event of a malfunction, the Renter will not be able to claim a reduction in the rental price, termination of the rental agreement, suspension or settlement, with the exception of the right to settlement referred to in Book 7, Section 206(3) of the Dutch Civil Code (*Burgerlijk Wetboek*).

22.5. The provisions of Article 22.5 will not apply in the following situations:

- If the damage or malfunction are the direct result of an intentional act or deliberate recklessness of the Owner or of managing employees that form part of its management team;
- If the Owner was aware of a malfunction when entering into the rental agreement and did not make any further agreements about it with the Renter;
- If the Owner was aware, or should have been aware, of a malfunction when entering into the rental agreement, or the Renter could or should have been aware of the malfunction given in part its obligation to examine the equipment rented, as referred to in Article 6(4).

22.6. The Renter will be required to insure the equipment rented at its own expense with a reputable insurance company and also to keep the equipment rented insured until the said equipment rented is returned to the Owner. The Renter herewith transfers to the Owner all rights ensuing for the Renter vis-à-vis the insurer from the aforementioned insurance contract.

22.7. The Owner declares that liability insurance has been taken out in relation to equipment for which vehicle insurance

is compulsory. The Renter will bear the following and indemnify the Owner in this respect:

- Losses sustained by third parties that receive compensation from the insurer by virtue of the Motor Insurance Liability Act, but for which no cover applies under the policy conditions. For example, if the operator was under the influence of alcohol or drugs at the time of the incident responsible for the damage in question.
- The excess specified in the policy conditions.
- Penalties, fines and/or costs that ensue for the Owner from use of the machinery and equipment (for which vehicle insurance is compulsory) on the public highway without a number plate.

ARTICLE 23 – Insurance and waiver schemes

23.1. In accordance with Article 11, the Other Party will be liable for all damage to and/or the disappearance of the equipment rented during the rental period, regardless of whether or not it is to blame for the aforementioned damage and/or disappearance. The Other Party will be obliged to take measures to prevent the theft of the equipment rented, in view of the fact that it is obliged to return the equipment rented, which obligation will not cease, not even by chance or third-party intervention.

23.2. The Other Party will largely be able to limit the aforementioned risk subject to the schemes below. It will not be possible to utilise (one of) both schemes for all equipment. Utilisation of the waiver scheme or waiver schemes will be compulsory, in principle, for the equipment to be rented for which (one of) these schemes are possible.

Arrangements to the contrary could be made in an agreement or framework agreement, where such an agreement is in place. However, the content of the individual agreement in question will help determine whether (one of) both schemes will apply.

23.3. For the specific content (and rates), Abird refers to the conditions for these schemes, which have been filed with the chamber of commerce in Rotterdam. These conditions are available from any Abird branch and from www.Abird.nl. A copy of these conditions can be sent by post upon request too.

A. Damage waiver scheme for private individuals and companies

23.4. To protect both the private Renter and the business Renter against the obligation to bear any unforeseen costs ensuing from damage it has caused to the rented equipment, Abird may require the Other Party to limit any damage to the rented equipment in advance via the so-called damage waiver scheme. The cover provided by the damage waiver scheme will only apply for the Other Party. The following in particular will be excluded from the cover provided: damage caused by fire, theft, inexpert and/or negligent use and/or omission and articles belonging to third-party owners.

23.5. A surcharge of 10% will be applied to the rental price for the damage waiver scheme, except where a different percentage is applied in writing. An excess will apply for the damage waiver scheme, the amount of which excess will depend on the value of the equipment rented.

B. Fire and theft scheme for companies

23.6. The fire and theft scheme may only be utilised by the business Renter. The fire and theft scheme covers damage caused as the result of fire or theft, with the exception of (for instance) damage as the result of an intentional act or wilful recklessness, inexpert and/or negligent use, unauthorised sub-rental or provision to third parties, damage to equipment belonging to third-party owners, or if the Renter is able to derive a right to compensation under an insurance policy.

23.7. The surcharge for inclusion of the fire and theft scheme will be based on a percentage of the rental charge. An excess will apply for the fire and theft scheme, the amount of which excess will depend on the value of the rented equipment.

C. Insurance

23.8. If the Other Party wishes to take out its own insurance for the rented equipment, Abird will be explicitly entitled to require the Other Party to include Abird as the beneficiary, or to submit a confirmation of cover. The Other Party will bear the cost of any excesses.

23.9. If the CAR insurance taken out by the Other Party includes an authorisation scheme, the Other Party will declare in advance that Abird can and may derive rights from the CAR insurance in its capacity as the insured or co-insured. The Other Party will bear the cost of any excesses.

PURCHASE

ARTICLE 24 – Delivery

24.1. The delivery periods agreed will commence:

- after Abird has issued its written order confirmation, and;
- after Abird has received all of the information, documents, and items it needs to be able to fill the order. Any delay on the part of the Client in the performance of any obligation ensuing for it from the purchase agreement will immediately constitute a ground for Abird to suspend its delivery obligation.

24.2. Abird will endeavour not to exceed the delivery period agreed. The Client will not become entitled to compensation if the delivery period is exceeded.

24.3. Any risk of loss or damage to the goods will pass to the Client when they leave the Abird warehouse.

24.4. If the Client does not take delivery of the goods for whatever reason, Abird will have the right to store and insure them at the expense and risk of the Client. If the goods are not taken up within two months of the offer in question, Abird will be entitled to terminate the agreement without judicial intervention and to sell or repossess the goods, without any prejudice to its right to additional compensation, including but not limited to loss of profits.

ARTICLE 25 – Complaints

25.1. The Client will be required to notify Abird in writing of any complaints pertaining to the goods delivered immediately, being within 14 days of the delivery of the goods at the very latest, precisely describing the complaints in question.

25.2. The Client will be required to give Abird the opportunity to investigate any items that are missing, size differences and/or damage to or by the goods within a period of 20 working days of the date on which the complaint in question is received, which opportunity the Client will provide by making the goods available in their original condition and their original packaging. If the Client has processed or treated the goods, whether fully or in part, any right to complain or entitlement to compensation will lapse.

25.3. Complaints will not entitle the Client to suspend its payment obligations.

25.4. If a complaint is well-founded, Abird will be able to decide to proceed to repair or

replace the goods in question or to pay compensation up to the invoice amount at the very most.
The Client will not have any right to additional compensation.

ARTICLE 26 – Retention of title

- 26.1. After delivery, all goods will remain the property of Abird until the Client has fulfilled all of its obligations towards Abird.
- 26.2. Independently of the aforementioned retention of title, the Client will be required to pay Abird a penalty of € 250.00 for each day on which it fails to fulfil the obligations ensuing for it from the agreement, or fails to do so correctly. The aforementioned penalty will be immediately payable and not subject to judicial mitigation.

ARTICLE 27 – Liability

- 27.1. The Client will indemnify Abird against all third-party product liability claims ensuing from a defect in a product that the Client delivered to a third party and which produce consisted (in part) of products and/or materials supplied by Abird. The Client will be obliged to compensate Abird for all losses sustained by Abird in this respect, including the costs of defence.

ARTICLE 28 – Guarantee

- 28.1. The Client will send Abird any parts or equipment that Abird is to repair or replace.
- 28.2. The Client will bear the following costs in any event:
- All transport or shipping costs;
 - Assembly and disassembly costs;
 - The travel and accommodation expenses of the Abird technician or technicians.
- 28.3. The Client will always give Abird the opportunity to remedy any defect.
- 28.4. The Client will only be able to make a claim under the guarantee once it has fulfilled all of the obligations arising for it towards Abird.
- 28.5. It will not be possible to invoke a guarantee if defects are the result of:
- Normal wear and tear;
 - Improper use;
 - Lack of or incorrectly performed
 - Incorrect installation, fitting, modification or repair by the Client or third parties;
 - Defects in or the unsuitability of materials or auxiliary materials used by the Client.
- 28.6. Abird will not provide a guarantee for:
- a. used goods

- b. parts for which a manufacturer's warranty has been provided.
The provisions of this article will apply *mutatis mutandis* to any claims by the Client based on non-conformity or any other basis. The Client will not be able to transfer any rights that arise for it by virtue of this article.

SERVICE

ARTICLE 29 – Service level

- 29.1. Abird will provide the Client with technical service, advice and designs to the best of its ability.

ARTICLE 30 – Conditions to be observed when entering into a maintenance contract

- 30.1. Except where explicitly agreed otherwise in writing, the contract will cover equipment maintenance that is to be carried out in accordance with the maintenance system operated by the manufacturer of the equipment in question. Abird may not deviate from the maintenance frequency.
- 30.2. The equipment of the Client must be in a good state of repair and be fully operational when entering into the contract; the aforementioned will be subject to the prior assessment of Abird.
- 30.3. The equipment must be in compliance with the current requirements stipulated by the manufacturer.

ARTICLE 31 – Obligations on the part of Abird

- 31.1. Abird will carry out the work agreed on with the Client in the manner befitting an expert.
- 31.2. Should defects manifest themselves during the term of the maintenance contract, Abird will rectify them as soon as possible. If repairs are necessary, but fall outside the scope of the contract, Abird will not proceed to carry out the repairs in question, except where the Client has explicitly agreed to the performance of the work necessary.

ARTICLE 32 – Obligations on the part of the Client

- 32.1. The Client will be required to put Abird in the position to carry out the work agreed on between the Parties. If the Client fails to do so, the Client will be required to pay call-out charges and also the cost of attendance by Abird

- employees. The Client will be required to have the service or maintenance carried out at its own expense in this situation.
- 32.2. If the Client replaces the equipment, it will notify Abird of this fact. In principle, the current contract will stay in place in this situation.
- 32.3. The Client will be required to fulfil all of the obligations ensuing from the contract correctly, promptly and in full. If it fails to do so, the Client will be required to pay Abird a penalty of € 250.00 for each day that it is in default, which penalty will be immediately payable and not subject to judicial mitigation.

ARTICLE 33 – Term and end of the contract

- 33.1. The contract will commence at the time agreed between Abird and the Client. It will be entered into for the term of one year, except where agreed otherwise in the contract. Written notice to terminate the contract may be given effective from the end of the contract year, with due observance of a notice period of one month. If the contract is not terminated after the first contract year, it will be renewed automatically for an indefinite period of time.
- 33.2. Abird will always be entitled to terminate the contract early if the Client is in breach of its contractual obligations.
- 33.3. The Client will always be entitled to terminate the contract early if demonstrable that Abird is seriously and persistently in breach of its contractual obligations.
- 33.4. Abird will be able to terminate the contract if it is found that parts are no longer available or that repair is no longer justifiable for (safety) technical or economic reasons.

ARTICLE 34 – Calibration, inspection and certification

- 34.1. When calibrating a machine, Abird will establish whether it in question meets the values specified by the manufacturer.
- 34.2. Inspection and certification activities will be carried out by certified inspectors. The Abird website provides the exact work description for and the conditions to be met by the specific equipment to be inspected.

ARTICLE 35 – Guarantee

- 35.1. Unless otherwise agreed in writing, Abird will guarantee proper performance,

as agreed, for a period of six months after supply/delivery.

- 35.2. If the performance agreed has not been effected properly, Abird will decide whether to rectify this situation or credit the Client for a proportionate part of the invoice amount. If Abird chooses to rectify the situation, it will determine how and time it will do so. If the performance agreed on consisted (entirely or partially) of the processing of material provided by the Client, the Client will be required to provide new material at its own risk and expense.
- 35.3. No guarantee will be provided for the inspection of equipment that belongs to the Client.