

A: General part

For the sale and delivery of products and/or related services/activities.

Article 1 - General

1. In these General Terms and Conditions of sale and delivery the following terms shall have the following meaning:

- Pon Equipment B.V.: the party referring to these conditions in its offer(s), agreements and website.
- Customer: the other party of Pon Equipment B.V.

2. These General Terms and Conditions of Sale and Delivery (hereinafter: General Terms and Conditions) apply to all offers, orders, sales, contracting and other agreements including supplementary and follow-up agreements - including the actions for the conclusion of those agreements - concerning deliveries of products and/or services to be performed by Pon Equipment B.V. and/or the performance of work, unless both parties have explicitly deviated from this in writing. General Term and Conditions of the Customer do not apply, not even in case of a previous reference.

Article 2 - Offer

1. All offers made by us are without obligation.
2. If the Customer provides us with documents and information relevant to the offer, we are entitled to assume that these documents and information are correct and we will base our offer on this information.

Article 3 - Agreement

1. If the agreement, as well as amendments and additions thereto, is entered into in writing, it will be concluded on the date of signature or on the day we send the written order confirmation.
2. Verbal promises, agreements or other (legal) acts are only binding if confirmed by us in writing.

Article 4 - Price

1. Unless explicitly stated otherwise, a stated or agreed price does not include VAT or any other (government) levy due in connection with the agreement and, if we arrange for the transport of products, the costs in connection with packaging, transport and insurance are also not included. The costs mentioned in the previous sentence will be charged separately and in full.
2. If one or more of the cost price elements are subject to an increase after the date of conclusion of the agreement, including a reduction in the value of the agreed currency in relation to the Euro, even if there are foreseeable circumstances, we shall be entitled to increase the agreed price accordingly.
3. Every offer is based on execution of the agreement under normal circumstances and under normal working hours.

Article 5 - Drawings, calculations, descriptions, models and tools etc.

1. Information mentioned in catalogues, illustrations, drawings, dimension and weight specifications, etc. are only binding if and insofar as they are explicitly included in an agreement signed by the parties or an order confirmation signed by us.
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. remain our inalienable property, regardless of whether costs have been charged for them. Customer guarantees us at all times that the information provided by us will only be used in connection with the agreement and that it will not be used in any way in violation of intellectual property rights of us or third parties.

3. Customer indemnifies us against all direct and indirect damages as a result of claims by third parties on the grounds of violation of the rights mentioned in the previous paragraph.

4. We will provide manuals and/or instruction manuals in the English language to the Customer with information about the construction, operation and handling of the products delivered. If available, we may also provide said documents in the Dutch language.

Article 6 - Delivery time and delivery

1. We are authorized to make partial deliveries.
2. The agreed delivery time shall commence at the last of the following times:
 - a. the day of conclusion of the agreement;
 - b. the day of receipt by us of the documents, information, permits, etc. necessary for the execution of the agreement;
 - c. the day of completion of the formalities necessary for commencement of the work;
 - d. the day of receipt by us of the agreed advance payment.

If a delivery date or week has been agreed, the delivery period shall be the period between the date the agreement is concluded and the delivery date or week.

3. The delivery time shall be determined by us to the best of our ability and in good faith and shall not be a final deadline. Exceeding the delivery time, for whatever reason, does not under any circumstances entitle the Customer to compensation, dissolution of the agreement (complete or partial dissolution), the performance of work or having work performed for the execution of the agreement, cancellation of the order or non-fulfilment of any obligation which may arise for the Customer from the agreement concluded with us. If a delay occurs through no fault of our own as a result of a change in the working conditions applicable at the time of the conclusion of the agreement or because materials ordered for the execution of the agreement are not delivered on time, the delivery time will be extended as far as necessary.
4. The product is deemed to have been delivered when it has been made available to the Customer by transfer of ownership, or at least can be made available under the Customer's control, and the Customer has been informed of this, without prejudice to our obligation to comply with any assembly or installation obligations. Unless explicitly agreed otherwise, delivery will take place DAP or FCA, according to the latest version of INCOTERMS.
5. Without prejudice to the provisions of this article 6, the parties may agree that we will, at the expense and risk of the Customer, arrange for the transport of the products to an address to be designated by the Customer.
6. Without prejudice to the provisions elsewhere in these terms and conditions with regard to extension of the delivery period, the delivery period will be extended by the duration of the delay that has occurred or will occur on our side as a result of the Customer's failure to comply with any obligation or cooperation arising from the agreement.
7. Unless explicitly agreed otherwise, a contractual penalty set 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 of circumstances on the part of Customer.
8. In the event of cancellation of the agreement, Customer is immediately due 20% of the agreed price (including VAT), without prejudice to our right to demand full compensation from Customer for the damage suffered as a result of the cancellation, in addition to this compensation for costs.
9. The Customer is responsible for obtaining permits if this is required for the use or possession of the delivered goods.

Article 7 - Assembly and installation

1. We only take care of the assembly and/or installation, including commissioning, finishing and assembly at a location designated by the Customer, if and in so far as this has been expressly agreed.

2. Customer is responsible for the correct and timely execution of all facilities, services and/or conditions necessary for the assembly and/or installation and/or the correct functioning of the product.
3. Without prejudice to the provisions of Article 7, paragraph 2, Customer shall in any case take care of the following at his own expense and risk that:
 - a. as soon as our technicians have arrived at the installation site, they can start and continue their work during normal working hours and moreover, if we consider it necessary, outside normal working hours, provided that we have informed the Customer of this in good time;
 - b. suitable accommodation and/or all facilities required by government regulations, the agreement and general use are available for our 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 areas for materials, tools and other products are available;
 - f. the necessary and usual workers, 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 normal for the Customer's company are available to us in the right place in good time and free of charge;
 - g all necessary safety and precautionary measures have been taken and are maintained in accordance with the guidelines for VCA certified work and that, within the framework of assembly or installation by our technicians, all government regulations have been complied with;
 - h. at the start of and during assembly and installation, all necessary products are present in the correct place.
4. Damage and costs incurred as a result of the conditions set out in this article not having been met or not having been met on time are for the account of the Customer.
5. With regard to the assembly/installation time, article 6 equally applies.
6. We are entitled at all times to have the agreement carried out in whole or in part by third parties.
7. We reserve the right, in the event of safety risks in the country of destination where the work and/or services and/or the realisation of a work are to be carried out, not to send our employees and/or subcontractors to the country of destination and/or to have them return earlier. In the event of adverse consequences as a result of the safety risk, we are entitled to suspend performance of our obligations, without being liable for any costs, damage or losses that may arise on the part of the Customer as a result of such suspension.

Article 8 - Transfer of risk and ownership

1. In principle, the risk is transferred after delivery as stipulated in article 6. However, if the Customer remains in default of taking delivery of the products after notice of default has been given, we will be entitled to charge the resulting costs to the Customer, including costs of capital, storage and freight and insurance of the products.
2. Without prejudice to the provisions of the previous section and the provisions of article 6, ownership of the products will only pass to the Customer when all amounts owed by the Customer to us by virtue of the delivery or related work, including interest and costs, have been paid in full to us. Customer may not resell the product until the obligations in this article have been fulfilled.
3. We are entitled to recover the products delivered by us subject to retention of title if Customer is in default of compliance with any payment obligation, is in payment difficulties or threatens to be in difficulties. The Customer will grant us access to his premises and/or buildings for inspection of the products and execution of our rights, including any necessary disassembly.

Article 9 - Invoicing and payment

1. Unless otherwise agreed, we shall be entitled at all times to demand payment in advance of the entire invoice amount. The invoice relating to the advance payment must be paid before delivery of the purchased goods has taken place.
2. Unless otherwise agreed, payment must also be made, without set-off of any additional costs before or at the time of acceptance or delivery of the goods sold, and in any case within 30 days of the invoice date. We do not accept payment in cash but only payment by PIN or bank transfer. All payment terms are to be regarded as strict deadlines. In the event of a credit entry on the invoice, the current payment terms will be maintained.
3. If, in the event of late payment, collection is effected by judicial or other means, the amount of the claim will be increased by 10% administrative costs, while the judicial and extrajudicial costs will be charged to the Customer up to the amount paid or owed by us, without prejudice to our other rights on the basis of the law or agreement.

Article 10 - Complaint and guarantee

1. Complaints regarding visible defects must be made in detail and in writing immediately after receipt of the product, but no later than 5 days after the actual transfer of the product.
2. Complaints regarding non-visible defects must also be made by means of a detailed written notification immediately after discovery, but in any case within the guarantee period referred to in paragraphs 3 and 4. If these periods are exceeded, all claims against us in respect of the defects in question lapse. Legal actions in this respect must be instituted within one year after timely complaints at the risk of forfeiting all rights.
3. Without prejudice to the restrictions set out below and unless expressly agreed otherwise, we guarantee the soundness of the new product, installation and assembly delivered by us as well as the quality of the materials used and/or supplied for this purpose, for a period of 6 months or 1000 running hours, whichever occurs first, after delivery in accordance with article 6 paragraph 4, 5 and 6, and excluding visible defects. For separately delivered parts a period of 6 months or 1000 running hours, whichever occurs first, applies after delivery.
4. Paragraphs 1 and 2 and 3 apply equally to defects which are caused exclusively or predominantly by faulty assembly and/or installation on our part. If assembly/installation of the product is carried out by us, the periods referred to in paragraphs 1 and 2 and 3 shall commence on the day on which the assembly/installation is completed by us, on the understanding that in that case the guarantee period shall in any case end if 18 months have expired after delivery in accordance with article 6, paragraphs 4, 5 and 6.
5. Defects to products located within the Dutch borders covered by the guarantee referred to in paragraphs 1 and 2 will be removed by us in accordance with the guarantee provisions specifically declared applicable to those products by the manufacturer. Warranty includes repair and/or replacement of the defective part, whether or not in our factory, or by sending a part for replacement. The guarantee provides in all cases, in addition to sending the replacement material free of charge within the Netherlands, for reasonable and customary work required to repair the defect and, if necessary, at our discretion, for work to dismantle or reconnect the product to the machinery, foundation and other connection systems. For products located outside the Netherlands, transport and travel costs from the Dutch border as well as any waiting and accommodation costs, costs for examination by experts and additional labour due to disassembly and assembly shall be for the Customer's account. Upon first request, the Customer will assist us with any disassembly and re-assembly.
6. The Customer may have necessary repairs carried out by a third party at our expense only after written permission from us, insofar as the costs involved are reasonable. Our cost price level will be considered in determining that reasonableness. We will appoint this third party, who can carry out the necessary repairs, in close consultation with the Customer. Repair by a third party in accordance with this article is only possible if:
 - a. we are unable to repair the defect in our own workshop, or are unable to do so in time;
 - b. there is a mismatch between the necessary costs of transporting the product to our workshop and the costs of repair;
 - c. in connection with the Customer's circumstances we cannot be required to have the repair carried out in Pon Equipment B.V.'s workshops.

7. Defects that occur due to, or are wholly or partly the result of the following are in any case not covered by the guarantee:

- a. non-observance by the Customer of operating and maintenance instructions;
- b. use other than the intended normal use;
- c. faults other than material and/or construction defects, such as, for example, defects as a result of normal wear and tear, internal and external contamination, rust and paint damage, transport, freezing, overheating, overloading and/or dropping of the product;
- d. assembly/installation or repair by third parties (including the Customer) except as referred to in paragraph 6;
- e. used materials or products applied at the request of the Customer;
- f. materials or products which have been provided to us by the Customer for machining or processing;
- g. materials, products, working methods and constructions, which have been applied at the explicit instruction of the Customer, 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, or fails to do so properly or on time, we are not obliged to provide any guarantee - howsoever called.

9. If the Customer, without our prior approval, proceeds to disassemble, repair or carry out any other work on the product or has it carried out, all claims under the guarantee will expire.

10. If we replace parts and/or products in fulfilment of our guarantee obligations, these replaced parts/products will become our property. The original guarantee period will not be extended in the event of replacement.

11. No guarantee is given on inspections, checks, advice and similar transactions carried out by us. Nor do we accept any responsibility for designs and parts made available by the Customer.

12. The alleged failure to comply with guarantee obligations does not release the Customer from his obligations arising from any agreement concluded with us.

Article 11 - Liability

1. Our liability is at all times limited to a maximum amount equal to the invoice amount in respect of the products or services delivered or work carried out by us to which the liability relates and expires after a period of 12 months after delivery. Only damage for which we are insured, or should reasonably have been insured, is eligible for compensation.
2. Subject to our guarantee obligations, intent or gross negligence on our part, we exclude all liability for damages, including consequential and indirect damages and damages as a result of liability towards third parties. In any case, we are not eligible for compensation of:
 - a. trading loss, including business interruption loss and loss of profit;
 - b. damage caused to products (including movable and immovable property) or persons during the performance of installation, assembly, maintenance and/or repair work;
 - c. damage or injury to persons and/or products as a result of the fact that the Customer and/or his subordinate(s) operated the product, worked on it or otherwise dealt with the product without our supervision during the installation, assembly, maintenance and/or repair work;
 - d. damage as a result of failure to comply with the operating instructions;
 - e. damage caused by the fact that the product delivered by us 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 caused during loading of the products after the products have been made available by us to Customer in accordance with article 6;

g. damage occurring during unloading of the products if we have had the products transported to the Customer's address at the Customer's request;

h. damage caused or caused by actions with or work on the product, carried out by the Customer or by or on behalf of third parties engaged by the Customer.

3. We are therefore 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 to 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 as a result of violation of public law regulations as a result of all the actions of our technicians or third parties in our assignment on behalf of the Customer.

4. If our technicians provide help and assistance - of whatever nature - with assembly and installation, this will be at the risk of the Customer, if this does not form part of the agreement.

5. The Customer is obliged to indemnify us or to compensate us for all claims of third parties for compensation of damage, for which liability on our part is excluded in these terms and conditions of delivery in the relationship with the Customer.

Article 12 - Force majeure

1. Force majeure is understood to mean: any non-attributable shortcoming as a result of which the fulfilment of the obligations under the agreement is (temporarily) prevented or becomes unreasonably difficult as well as, insofar as not already included, war, danger of war, civil war, riots, strikes, workers' exclusion, transport difficulties, import, export and production bans, embargoes, epidemics, fire and other disturbances in our company or that of our suppliers.

Article 13 - Suspension/dissolution and termination

1. In the event of force majeure, we are 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 we shall be authorised and at the end of the suspension we shall be obliged to opt for execution or for full or partial dissolution of the agreement. In the event of both suspension and dissolution we are entitled to demand immediate payment for what we have already delivered or performed for the execution of the agreement.
2. If the Customer does not meet, does not meet properly or does not meet on time any obligation arising for him from the agreement or from a related agreement, or if there are good grounds for fearing that the Customer will not meet his contractual obligations towards us, or if, in our opinion, circumstances occur which significantly increase the Customer's risk and/or may hinder the normal settlement of this agreement and/or adversely affect the course of the product in our opinion, as well as in the event of bankruptcy, suspension of payment, shutdown, liquidation or partial transfer - whether or not as security - of the Customer's business, including the transfer of an important part of his accounts receivable, we are entitled, without notice of default and without judicial intervention, either to suspend the execution of each of these agreements for a maximum of 6 months or to dissolve them in whole or in part, this without being obliged to pay any compensation or guarantee and without prejudice to the further rights to which we are entitled. During the suspension we are authorised and at the end of the suspension we are 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 by virtue of paragraph 2, the outstanding receivables from the Customer will become immediately due and payable. We reserve the right to claim (replacement) damages from the Customer.
4. The Customer is not entitled to set aside the agreement with retroactive effect.
5. We may proceed to immediate termination in the following cases:

- a. if the Customer remains attributable negligent in the compliance with one of his obligations under this agreement, regardless of whether or not he has been put in default in this respect;
- b. if Customer applies for suspension of payment or if his bankruptcy has been applied for, either by himself or by a third party;
- c. if Customer offers any arrangement to his creditors or is placed under guardianship, liquidates or sells his company;
- d. if Customer has provided incorrect or insufficient information to us when entering into the agreement, as a result of which this agreement would not have been entered into by us or would at least have been entered into on other conditions.

6. We are at all times authorized to terminate the agreement if and insofar as it can no longer be reasonably expected of us to continue the sale and delivery of products and/or related services/work/work. This may include, but is not limited to, excessive price increases outside our sphere of influence, changes in circumstances of use that were not foreseen at the time the agreement was concluded or other circumstances that make the agreement undeniably loss-making. If and in so far as this situation arises, the parties will strive for a solution according to the standards of reasonableness and fairness and in good mutual consultation.

14 - Disputes and applicable law

1. All agreements between Pon Equipment B.V. and the Customer are exclusively governed by Dutch law.
2. All disputes between Pon Equipment B.V. and the Customer will be settled in the first instance by the District Court of Midden-Nederland, location Almere, the Netherlands.
3. The applicability of the Vienna Sales Convention 1980 (United Nations Convention on Contracts for the International Sale of Goods (CISG)) is excluded.

Article 15 - Privacy and personal data

1. The Parties shall cooperate fully in order to enable the other Party to fulfil its obligations under the relevant applicable laws and regulations concerning the protection of personal data.
2. In the performance of our obligations under the agreement, we will comply with the applicable relevant legislation and regulations with regard to the protection of personal data relating to the Customer.
3. We process the personal data relating to the Customer exclusively for the Customer's benefit, insofar as this is necessary for the fulfilment of our obligations under the agreement.
4. We will 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 will, if necessary, be attached as an appendix to these General Terms and Conditions and signed by the Customer.

Article 16 - Partial nullity

1. If, for any reason whatsoever, any provision of these terms and conditions is wholly or partially invalid, the contract and these terms and conditions shall remain in full force and effect in all other respects, while the parties shall be deemed to have agreed as to what is legally closest to the essence of the invalid provision.

Article 17 - Export control

1. Customer shall comply with all applicable laws and regulations including all applicable export controls, sanctions, embargoes and other restrictions in relation to all goods and services provided by Pon Equipment B.V. under these General Terms and Conditions. Customer guarantees that all goods and services delivered by Pon Equipment B.V. will not be exported, sold, transferred or used in violation of the aforementioned laws and regulations. Customer will indemnify and hold Pon Equipment B.V. and its subsidiaries

harmless from and against all claims, losses, damages, costs, sanctions and/or fines in any form whatsoever resulting from the non-performance of the aforesaid warranty.

B: Repair, overhaul and other work

Article 1 - General

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

Article 2 - Offer and agreement

1. As additional work is considered all that has been recorded in writing by us in consultation with the Customer during the execution of the agreement over and above the work explicitly recorded in the written agreement, or in the absence thereof in the written acceptance.

Article 3 - Conditions for Execution of Work

1. If the Work is carried out in one of our workshops, all transport and other costs incurred outside our premises are for the Customer's account and the products to be repaired or overhauled are at all times at the Customer's risk.
2. If the Work is carried out at the location where the product is situated, the Customer shall:
 - a. ensure that the Work can be performed in a location 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 location must be lockable; the Customer must also ensure that all regulations with regard to safety, fire prevention, etc. have been complied with;
 - b. ensure that our technicians/mechanics or employees of subcontractors can start the Work immediately upon arrival on site and carry it out undisturbed;
 - c. to bear all costs that arise if our technicians or employees of subcontractors cannot start the Work immediately after arrival or are forced to interrupt it through no fault of their own, or if they have to continue their Work outside normal working hours;
 - d. to provide all assistance that can reasonably be required and to provide electricity, fuel, water, etc., as well as scaffolding, lifting, hoisting and transport equipment;
 - e. to make employees available to us free of charge at our first request;
 - f. to bear all costs for activities such as the dismantling of pipes and exhaust pipes, stairs, platforms, etc. necessary for the proper performance of the Work as well as for the reassembly and re-installation thereof after repair;
 - g. to take and maintain all necessary safety and precautionary measures in accordance with the guidelines for VCA certified work and to ensure that, within the framework of assembly or installation by our technicians, all government regulations have been met;
 - h. to take out an insurance policy to our satisfaction - and to allow this (these) policy(policies) to continue at least during the performance of the Work - 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 us.
3. We are not liable for the result of Work performed if it is to be performed within a period determined unilaterally by the Customer, or if the Customer unilaterally determines that Customer employees must be deployed. Nor are we liable for exceeding the period set unilaterally.
4. Costs and damages arising as a result of the Customer's failure to comply with the terms and conditions stated in this article are at the Customer's expense.
5. Unless otherwise agreed in writing, Work will only take place during normal working hours.

Article 4 - Guarantee and liability

1. With due observance of the period referred to in paragraph 2, we only accept responsibility for the occurrence of defects in the parts or materials supplied or brought in and the Work if:
 - a. the Work has been carried out in full, including all work deemed necessary in our opinion, renewals, adjustments and deliveries;
 - b. we have determined the manner in which the Work is to be performed, the management involved 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 execution of the Work.
 2. We provide a guarantee for a period of 6 months or 1000 running hours, whichever occurs first, on the Work performed with due observance of paragraph 1 of this article and on the parts and materials incorporated or applied, which period commences after we have tested the Work, regardless of whether the product then goes into operation. Defects discovered within that period as a result of faulty parts or materials introduced or insufficient workmanship on our part or on behalf of our employees - all this at our discretion - will be remedied on the same conditions as stated in article 10, paragraph 5 of part A of these General Terms and Conditions, provided that they have been reported to us in writing within 8 days of their first occurrence.
 3. Claims under the guarantee lapse if:
 - a. the product has been used improperly;
 - b. instructions for use and/or instructions or directions provided by us have not been followed;
 - c. the defects have been repaired by third parties.
 4. The guarantee period as set out in paragraph 2 will not be extended after the defects referred to therein have been remedied.
 5. No guarantee is given on parts and materials supplied by us but not assembled by us in the event of incorrect assembly. No guarantee is given for parts and materials not supplied by us.
3. The Customer will bear the costs of technical adjustments that become necessary as a result of changed government regulations, changed operating conditions at the Customer's premises that do not relate to price and/or cost agreements or the unavailability of certain components or parts.
 4. In the event that, in our opinion, an unsafe situation arises, we will be entitled to discontinue and/or suspend our Work until the situation is considered safe by us.

Article 5 - Customer's obligations

1. Customer is obliged at our first request to discontinue the use of the product if, in our opinion, this is necessary to prevent (further) damage.
2. Customer is required to follow all instructions for use issued by our manufacturer or by us and to take care, at his own expense and risk, of the collection and disposal of chemical waste products originating from the product.
3. The Customer is obliged to notify us immediately in writing of all damage to the product and all other matters that may affect the guarantee and/or the costs and price of the agreement.
4. The Customer indemnifies us against any and all liability, including liability on the part of and by third parties, as a result of the product coming into contact with substances and/or objects which at any time are considered to be critical, harmful or dangerous to the environment or to the health of humans, 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 our personnel or third parties engaged by us. We will assess whether these measures are adequate and reserve the right at all times to refuse or discontinue the performance of Work.

Article 6 - Technical acceptance / technical adjustments / safety

1. All that is generally considered and accepted as good technical views, customs and methods during the course of this agreement at the current state of the art is accepted by us and the Customer and, where necessary and possible, will be applied in the performance of the Work.
2. We perform the Work on the basis of the (environmental) requirements in force at the time the agreement is entered into.