

UNETO

Association of Electrical Entrepreneurs
Bredewater 20, 2715 CA Zoetermeer

General Terms of Contracting Installing Companies, ALIB 1992

Determined by the: Association of Electrical Entrepreneurs - Uneto, Association of Installing Companies The Netherlands (VNI), Association for the Lift Industry The Netherlands (NVL).

I GENERAL STIPULATIONS

Applicability

1 These general terms are applicable to all offers formulated by the contractor and to any agreement which has been closed between the latter and the client. They also apply to all obligations arising from agreements which have been closed at a later date between contracting parties. The application of any general terms which are appealed to by the client, is specifically refused.

Definition

2 By work as referred to in these terms, is understood the agreed activities in their entirety (including any possible designs) and/or deliveries.

II OFFER

3 The offer is free of engagement, includes a statement of the method of payment and gives an indication of the price and the price-making method: fixed price contract or cost-plus.

4 The documents which form a part of the offer (such as drawings, technical descriptions and the like) are of as accurate a nature as possible, are not binding, however, and remain the (intellectual) property of the contractor. They are not permitted to be used, copied or handed over to a third party or made public in any other manner, without his consent.

5 Be it the case, that the client does not accept the offer, he is obliged to immediately return to the contractor, all the information referred to in the previous section.

6 The contractor is entitled to charge the costs involved in the offer, provided that he has supplied the client in advance, with a written indication if these costs.

III THE COMING ABOUT OF THE AGREEMENT

7 Be it the case, that the offer of the contractor is accepted, the agreement only comes into being at the moment when the contractor:

- either confirms the acceptance within a reasonable period of time,
- or commences the execution of the work.

8 The contractor can only be required to commence work, after he has gained possession of all the information necessary for this purpose and the agreed payment (instalment) has been received by him.

IV EXECUTION OF THE AGREEMENT

Obligations on the part of the contractor

9 The contractor is obliged to cover his liability risk by way of insurance, in accordance with what is common practice in the sector. To this end, he shall at least take out a liability insurance policy for businesses (AVB policy) with an insured amount of at least one million guilders per incident, in case of which a series of related events is considered as one incident.

10 On request by the client, the contractor shall submit the documents which show that he has taken out this insurance policy.

11 With the execution of the work, the contractor shall take into account those regulations which have been declared applicable. Any possible financial consequences of alterations to these regulations which may take place between the time of the offer and the date of completion of the work, shall be insured as additional work.

12 In those cases necessary, the contractor shall inform and instruct the client or the person appointed by the latter, on the subject of the setting into action and keeping operable of the work delivered. The extent, date of commencement and duration of the obligations referred to, shall be determined in reasonableness, by the contractor.

Obligations on the part of the client

13 The client is obliged towards the contractor to make possible the execution of the work within the normal working hours of the contractor and under those conditions which meet the legal safety requirements and any other government regulations.

14 The client shall ensure that the contractor has at his disposal on time, the documents of approval required for the work (such as permits and exemptions) and the information to be provided by him for the benefit of the work.

15 The client shall make available on time, the provisions for connection for the benefit of the power required for the work and the testing thereof. The client is responsible for the costs of the required power.

16 The client is responsible for the application for connection of the installations to the mains of the utility company concerned, or otherwise to the various public transmission mains. The connection charges are to be made to the client. The contractor shall provide instructions with regard to this matter, within his field of profession.

17 The client is obliged to ensure, that all activities to be performed by a third party (such as those of a constructional nature) and/or those deliveries which do not form a part of the work of the contractor, are executed in such a manner, that the completion of the work is not subjected to any delay which may result from this. Be it the case, that a delay as referred to in this section nevertheless occurs, the client is obliged to inform the contractor of this matter immediately.

18 Be it the case, that the commencement and the progress of the work are delayed due to circumstances for which the client bears responsibility (of the kind

referred to in section 17, for example), the resulting damage suffered by the contractor is to be compensated for by the client.

19 The client is responsible for the being available on time of the proper and safe auxiliary appliances for the horizontal and vertical shifting of any heavy components required for the work and for the accessibility of the place of execution of the work, as well as for the suitability of the paths of access to the place of work.

20 The client shall bear the risk for any damage to and loss of materials, components or tools which have been brought in to the place of work, if and insofar as he is responsible for the guarding thereof.

21 The client shall bear the risk for any damage which is caused by the faulty or unfit nature of any objects which belong to him or, as the case may be, the use of which has been prescribed, or which are to be obtained from a particular supplier, and for the failure to deliver or failure to deliver on time, of the objects referred to.

22 The client shall bear the risk for any damage which is caused by any errors or defects in relation to the drawings, calculations, constructions, work specifications and work instructions which have been supplied by him.

23 The client shall bear the risk in case of inadequate compliance with the agreement, which is to be attributed to the assistant workers whom he requires to be employed.

24 The client shall bear the risk for any damage which can be attributed to the wrongful acts of additionally employed contractors and their assistant workers.

25 The client shall bear the risk for the design which has been drawn up by the contractor, if and insofar as it has been approved by him.

26 The client shall indemnify the contractor from all third-party claims for damages which remain payable by the client by virtue of these terms, including any damages resulting from infringements on intellectual and industrial rights of ownership.

27 The client shall permit the contractor the application of any indication of name or advertising at the work site or on the work itself.

Activities for which the agreement fails to provide

28 The client shall not be entitled to order any of the persons who have been called in by the contractor to assist in the completion of the work, to perform activities which are not related to the work.

The taking into account of additional or less work

29 Additional or less work shall be taken into account:

- a if there are changes in the specifications (alterations to work specifications, the work itself or the conditions with regard to the execution of the work);
- b if there are differences in provisional sums, estimated quantities and/or adjustable quantities;
- c in those cases, as have been determined under these terms.

Each one of the totals, or else the balance of the additional payments and deductions resulting from alterations to the work plan, must not exceed to more than 15 or 10% of the contract sum.

30 The additional work shall be taken into account by lump sum, on the occurrence of the next term of payment. Should an instalment plan not have been agreed to, on completion thereof.

31 The less work shall be taken into account by lump sum in the final payment.

32 Be it the case, that the sum total of the less work should exceed that of the additional work, the contractor shall be entitled to a sum equal to 15% of the difference between these two sums.

33 The absence of a written order for additional work shall leave intact the right to the taking into account thereof on the part of the contractor.

Cost-increasing circumstances

34 On the occurrence of cost-increasing circumstances, the contractor is obliged to inform the client of this matter as quickly as possible.

35 Cost-increasing circumstances, for which the contractor cannot be held responsible shall be taken into account as additional work.

Force Majeure

36 In case of force majeure, the contractor is qualified without judicial intervention to either suspend the execution of the work for six months at the longest, or to cease work at a stage of non-completion, without his being liable for any damages. All expenses having been incurred by the contractor up to that time, shall be claimable at once and fully.

37 Understood by force majeure, are those circumstances which could not, in fairness, have been required to be anticipated by the contractor at the time of the closing of the agreement and which were not known to him either. Included in these circumstances are, amongst other things, the failure to meet obligations by the suppliers of the contractor, problems with transport, fires, strikes or work stoppages, loss of the parts to be processed, import or trade embargo's.

Completion and Acceptance

38 The agreed time of completion shall be observed as much as possible, though shall never be considered to be a deadline. In case the time of completion is exceeded, the contractor shall enter into consultation with the client.

39 The work shall be considered completed and accepted:

- either, when the contractor has informed the client that the work has been completed, tested and is ready for operation and the work has been approved or accepted by the latter;
- or, when a term has expired of eight days at the most, after the contractor has submitted a written declaration to the client, stating that the work has been completed, tested and is ready for operation and the latter has neglected to approve or else accept the work within this term;

– or, when the client brings the work into operation (prematurely), on the understanding that by putting a part of the work into operation (prematurely), this part shall be considered as delivered.

40 Minor defects which can be repaired within the period of guarantee and which are of no influence on the proper functioning of the work, shall not stand in the way for withholding approval.

41 On completion, the contractor is relieved of all liability for any defect which should, in fairness, have been discovered by the client at that point in time.

42 As a result of completion, the risk in relation to the work is transferred from the contractor to the client.

Rescission

43 Without prejudice to the rights to which he is further entitled, the contractor is qualified without judicial intervention and without proof of default, to either suspend the execution of the work, or cease work at a stage of non-completion, if the client:

- a. has applied for a moratorium, or if the latter has been granted to him;
- b. has been declared to be in a state of bankruptcy or has submitted an application to this effect;
- c. has failed to meet a certain obligation or if it is to be foreseen by the contractor that he shall fail in this respect.

Cessation and suspension shall take place by means of a declaration in writing, without the contractor's being liable for the payment of any damages or the awarding of any guarantee.

44 All possible claims against the contractor, which the client may have or may arrive at in those cases, shall be payable at once and fully.

V PAYMENT

Security

45 After the agreement has been entered into, the contractor is entitled to demand sufficient security from the client, if he has proper reason to fear that the client shall fail to meet his obligation to payment. Section 43 shall apply in a corresponding manner, should the client fail to provide the security demanded by the contractor.

Price adjustment system

46 All prices are VAT extra and are to be charged in accordance with the 'installation price adjustment system'*. The installer shall inform the client in that case, about the ratio of wages to material which is used in the offer.

Payment

47 Payment by the client shall take place in instalments, in proportion to the progress (cost-plus) or duration (contracting) of the work, without his being eligible for any discount or deduction.

48 With the cost-plus method, payment must always take place within thirty days at the most, after the invoice date. Payment in advance shall take place within seven days at the most, after the making of the agreement.

49 With the fixed price contract, payment shall take place as follows:

- 30% within seven days at the most, after the making of the agreement;
- 30% within thirty days at the most, after the expiry of 30% of the total duration of the work;
- 30% within thirty days at the most, after the expiry of 60% of the total duration of the work;
- 10% within thirty days at the most, after completion of the work.

50 Payment of the additional work shall take place in accordance with section 48.

51 Be it the case, that payment has failed to take place on time, the client is considered to be in default and the contractor shall be qualified to suspend work and discontinue the guarantee, without prejudice to any further rights to which he has a claim.

52 After the client has come to be in default, the contractor is qualified without further proof of default, to proceed with the collection of the amount payable to him. All legal and non-legal expenses involved are to be charged to the client, unless the contractor prefers to determine these expenses by way of a lump sum, at 15% of the amount payable.

53 For the period of time, during which the client has made default in payment, the contractor may charge interest on the amount payable to him. On an annual basis, this interest shall equal the legal rate of interest, increased by 2%.

54 A payment made by the client shall in the first place, be deducted from all costs payable and interest due and shall finally be deducted from the bills claim-able, which have been outstanding for the longest time, even if the client states that the payment applies to later bills.

Conditions of Ownership

55 The contractor shall remain to be the owner of all objects (such as materials and components), as long as the client has failed to meet his obligations to payment by virtue of this agreement, including that which the client may come to be owed in connection with his being remiss in his obligations.

VI GUARANTEE

56 The contractor undertakes, within the limits of the following stipulations, to repair free of charge any defects which were already present at the time of completion but only became apparent within six months after completion.

57 This obligation only extends to defects which in fairness, could not be perceived at the time of completion and which become apparent under normal operating circumstances and with the proper use of the work. It does not extend to any defects which are the result of insufficient maintenance by the client, of alterations having been applied without the written permission of the contractor or of repairs having been performed by the client, or to the normal wear and tear or those defects for which the client is responsible in pursuance of sections 21 to 23 inclusive.

58 In order to be able to appeal to the rights deriving from section 56, the client is obliged:

- to inform the contractor forthwith, in writing of the defects having been detected;
- to make a reasonable case to the contractor that the defects are to be attributed to the lesser quality or inadequate completion of the work, if and insofar as the contractor is responsible for the design of the work, that they are the direct result of an error for which the contractor is to blame, without prejudice to the stipulations of section 25;

– to render full assistance to the contractor, in order to enable him to remove the defects within a reasonable period of time.

59 The faulty components having been replaced by the contractor, become the property of the latter.

60 Be it the case, that in the opinion of the contractor, the costs of repair bear no relation to the interests involved on the part of the client in the repair, the client is entitled to damages.

VII LIABILITY ON THE PART OF THE CONTRACTOR

Before completion

61 The contractor shall repair at his own expense, any damage to the work which has occurred prior to the completion of the work, unless he is not responsible for the cause of this damage or it is unreasonable on any other grounds that this damage is to be charged to him, without prejudice to the stipulations of section 20.

62 The contractor is liable for any damage which has been suffered by the client to either persons or objects other than the work, insofar as this damage was brought about through the execution of the work and is to be blamed on the contractor or on persons employed by him, if and insofar as this liability is covered by his insurance.

63 The two previous sections both apply in a corresponding manner, if the contractor performs any activities under the terms of the guarantee which he is obliged to provide in pursuance of section 56.

After completion

64 After completion, the contractor is only liable for defects concerning the work, insofar as the fulfilment of his obligation to the provision of guarantee, as described in sections 56 to 60 inclusive, is concerned.

65 The contractor is only liable for damage which has been suffered by the client as a result of defects as referred to in section 56, if and insofar as this liability is covered by his insurance.

Amount of damages

66 Be it the case, that in pursuance of sections 62 and 65, the contractor is liable for compensation of the damage which is suffered by the client, this compensation shall amount to no more than the sum total of the excess amounts of his insurance and the payment made by the insurance.

67 For any damage other than referred to in the previous sections, which could be suffered by the client, the contractor can never be held liable.

68 The restrictions included in the previous sections do not apply if the damage is caused by intent or gross guilt on the part of the contractor or his subordinates in charge.

69 All claims to compensation or repair for damages suffered before or after completion are cancelled, if they not have been made known on the day of completion or on the day on which the period of guarantee expires, at the latest.

70 The legal claim to damages or to repair of client towards the contractor in pursuance of these terms, becomes prescribed when one year has passed after the client has issued a protest regarding a certain matter.

VIII FINAL STIPULATION

71 To the agreement and to any agreement arising from it, Dutch law applies exclusively.

72 Every dispute between contractor and client, shall be settled to the exclusion of the ordinary judge by the Court of Arbitration for the Metal Industry and Trade (Raad van Arbitrage voor de Metaalnijverheid en -Handel).

73 The contractor is qualified, in contravention to the previous section, to let the dispute be settled by the common courts of law in the town or district in which the contractor is established.

*** INSTALLATION PRICE ADJUSTMENT SYSTEM**

Adjustment modifications to labour costs: $(L2-L1)/L1 \times 100\% = - \%$
L1: Wage level as of date of offer. L2: Wage level as of date of modification. Wage level: Wages per hour, in accordance with Central Statistical Office regulations, construction and installation companies.
Adjustment material prices $(M2-M1)/M1 \times 100\% = - \%$
M1: Price-index figure as of date of offer M2: Price-index figure as of date of modification.
Price-index figure: Central Statistical Office index figures of seller's prices domestic sales.

The ALIB 1992 in Dutch is registered at the Arrondissementsrechtbank The Hague on 22 september 1992 number 162/1992

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Hoogendoorn Automatisering B.V. (including Indal Tuinbouwautomatisering B.V.), H. Hoogendoorn Automation B.V. and JB Systems B.V. are using as General Terms the ALIB 1992 together with the following supplements which collectively form the General Terms of Hoogendoorn/JB Systems as these have been lodged with the Delft-The Hague Chamber of Commerce and the Central Holland Chamber of Commerce, The Netherlands,

The numbers refer to the articles of ALIB 1992.

1 The following is added after the first full sentence: "The term contractor shall also be deemed to include the supplier of hardware and/or computer programs and of all services connected with said supplies."

2 The following is added after the first full sentence: "The term work shall be deemed to also include maintenance activities."

62 The text is amended as follows: "The contractor is liable for any damage which has been suffered by the client to either persons or objects other than the work, insofar as this damage was caused by the execution of the work and is to be blamed on the contractor or on persons employed by him. The contractor is liable for this damage if and insofar as this liability is covered by his insurance, unless this would be unacceptable by measures of ration and reason, in which case the liability of the contractor is limited per event to no more than 50% of the contract sum (taxes excluded) with a maximum of Dfl.100,000.00."

65 The text is amended as follows: "The contractor is only liable for damage which has been suffered by the client as a result of defects as referred to in section 56, if and insofar as this liability is covered by his insurance, unless this would be unacceptable by measures of ration and reason, in which case the liability of the contractor is limited per event to no more than 50% of the contract sum (taxes excluded) with a maximum of Dfl.100,000.00."

65A An article is inserted concerning maintenance activities: "The contractor is only liable for any direct damage which has been suffered by the client as a result of maintenance activities executed by the contractor if and insofar as this liability is covered by his insurance, unless this would be unacceptable by measures of ration and reason, in which case the liability of the contractor is limited per event to no more than twice the amount of the annual maintenance contract sum (taxes excluded)."

66 (Formerly ALIB 1992 Article 67.) The text is amended as follows: "For other forms of damages than those set forth in the previous sections, such as consequential damages, intangible damages, corporate or environmental damage, including damage to crops and damage as a result of soil-structure deterioration, or (other) damages to the soil itself or to other substances or materials which are in any way involved in the fertilisation of crops, the contractor shall never be liable."

67 (Formerly ALIB 1992 Article 66.) The text is amended as follows: "Without prejudice to the above mentioned sections, the contractor is only liable for any damage if and insofar as this liability is covered by his insurance, unless this would be unacceptable by measures of ration and reason, in which case the liability of the contractor is limited per event to a maximum of Dfl.100,000.00."

68 The text is amended as follows: "The liability limitations set forth in the previous sections shall not apply if the damages are the result of deliberate action or gross negligence on the part of the contractor or one of his employees inasmuch as this liability arises out of any product liability law which shall be applicable, mutatis mutandis. The limitations set forth in these present conditions in connection with liability is applicable both in the case of contractual as well as non-contractual liability."

VII-A INTELLECTUAL PROPERTY RIGHTS

The ALIB 1992 conditions do not contain any regulations pertaining to intellectual property rights. Therefore, in addition to the ALIB 1992 the following conditions are applicable:

70A Copyright as well as all other rights of intellectual or industrial property on computer programs, equipment and other materials shall be solely retained by Hoogendoorn/JB Systems or its licensor.

70B Hoogendoorn/JB Systems grants the client only a non-exclusive right to use the computer program(s) which is/are made available to the client (hereinafter: the software). This right of use solely encompasses the right to start up the software, make it visible, and use it for processing the data for which the software was designed. The software may only be used by the client within its own company.

70C The right of use may only be transferred to a third party with the previous written permission of Hoogendoorn/JB Systems. The client shall be prohibited from selling, renting, alienating or conveying the software as collateral, or deploying the software in any manner whatsoever to, with, for, or by any third party. The client shall refrain from amending the software, placing it at the disposal of a third party, or allowing the software to be used by any third party. The source code of the software shall not be made available to the client.

70D Hoogendoorn/JB Systems may insert technical protections in the software and the hardware to prevent it from illegal use, copying, reverse engineering etc.. The client is not permitted to remove or evade such protections. Should these protections result in the client being unable to make a spare copy (back-up) of the software, then Hoogendoorn/JB Systems shall provide such a spare copy to the client at his first request.

70E The client has the right to make one single spare copy of the software except when Hoogendoorn/JB Systems provides a copy of the software to the client.

70F Information concerning the interoperability of the software can be requested to Hoogendoorn/JB Systems by the client in writing. Such request must make mention of the specifications of the nature of the interoperability in question. Hoogendoorn/JB Systems shall inform the client within reasonable time as to whether or not this information shall be made available to the client and under which financial and other conditions.

Should the client discover defects in the software, then he shall report this to Hoogendoorn/JB Systems without delay. In- or in relation with these Terms and Conditions a defect is deemed to be: the failure to meet the contractual specifications, or, in default thereof, the functional specifications provided by Hoogendoorn/JB Systems; a defect shall solely be deemed to exist if it can be reproduced. Solely when Hoogendoorn/JB Systems remains in default in curing a defect which forms a serious obstacle to the functionality of the software, after the expiry of a reasonable time period and after a written notice of being in default has been issued, the client is entitled to cure the defect itself.

Supplement to the General Purchase Conditions for Technical Contractors AIIB



HOOGENDOORN
GROEP 1994

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The Purchase Conditions used by Hoogendoorn Automatisering B.V., Hoogendoorn Automation UK LTD, Hoogendoorn Automatisatie S.A.R.L. (France), Hoogendoorn Automation S.L. (España), Hoogendoorn Data@Vision B.V., JB Systems B.V. and Growlab Instruments V.O.F. are the Uneto General Purchase Conditions for Technical Contractors dated 10 March 1994 (AIIB 1994) which, together with the additions below, form the Hoogendoorn Purchase Conditions.

The numbers refer to the articles of AIIB 1994.

To be inserted as the first article:

General

0 These Hoogendoorn Purchase Conditions apply to all buyer orders and purchase agreements for the supply of products for purchase (including instalment buying and hire purchase) and on lease, the outsourcing of work, subcontracting, the provision of workers and the giving of instructions.

0a These Purchase Conditions exclude in their entirety all printed or written terms of delivery of the supplier or of any trade association, unless otherwise agreed in writing.

0b In these conditions the term "products" includes work and services, whether or not connected with the supply, in so far as not separately provided for. The term "supply" means the delivery and/or the transfer of products, including work and services.

0c Agreements for the purchase and supply of products and/or the performance of services/work are only concluded if the buyer has confirmed them in writing and has assigned an order number to them.

To be inserted after article 6:

6a Approval/acceptance following inspection by the buyer does not discharge the supplier from any warranty obligation and/or liability arising from the agreement concluded between the parties.

8 To be inserted at the end of this article: As soon as the supplier becomes aware that it will be unable to deliver the products and/or services/work before or on the agreed delivery date, it is obliged to notify the buyer accordingly by fax without delay. If the supplier fails to provide the aforementioned notification, then it loses in advance any right to invoke force majeure and it remains obliged to deliver within the agreed delivery period, failing which the buyer has all the rights referred to in these purchase conditions. The burden of proof that it did actually notify the buyer without delay of its expectation of exceeding the delivery date rests with the supplier.

To be inserted after article 8:

8a Ordered products must be delivered in a single consignment. If only some of the ordered products are delivered, the buyer has the right without prior notice to refuse this supply and to return it at the expense and risk of the supplier. If more than the agreed quantity of products is supplied, the buyer is entitled to refuse the surplus and to return it at the expense and risk of the supplier. The above does not apply if the buyer has previously given consent for the partial delivery or the surplus delivery and if the surplus is delivered at no charge.

11 To be inserted at the end of this article: Delivery does not occur until signature for receipt and delivery, by or on behalf of the buyer, once it has taken receipt of the products or has arranged for receipt to be taken thereof or has signed or has arranged for signature for acceptance of the delivery. The buyer reserves the right at any time to refuse delivery of products that in terms of weight, size, quality, etc., do not correspond to that which has been agreed upon. Completion of services/work does not occur until the buyer, having fully inspected the services/work (of arranged such inspection), gives evidence of its approval in writing by signing a Completion Report.

To be inserted after article 18:

Publicity

18a The supplier is not entitled to refer to the agreement in publications or advertisements in magazines, newspapers, reports, business letters, brochures or other publications without the prior written consent of the buyer.

To be inserted after article 22:

Drawings, specifications and instructions

22a The drawings, specifications, files, photographs, instructions, etc., with which the buyer furnishes the supplier in connection with the order remain the property of the buyer and are provided with clear markings by the supplier for this purpose. The supplier shall send the aforementioned items (back) to the buyer not later than at the time of the last delivery of the products, unless otherwise agreed. Failing this the buyer can suspend payment until the said items are returned and/or deduct from the payment the costs involved in replacing the items not returned. The supplier may not use the aforementioned items for or in connection with any other purpose than the performance of the supply to the buyer, unless the consent of the buyer has been expressly obtained in writing beforehand.

22b Insurance

The supplier shall keep all items that it receives from the buyer in connection with the supply insured against any damage that can be inflicted on these items during such time as the supplier has the items in its possession. Right of recourse to be exercised by insurers against the buyer or its clients must be excluded.

22c Outsourcing/assignment

The supplier may not assign or outsource its obligations arising from the order/purchase agreement as a whole or in part to third parties, unless the buyer has given its consent in writing. Consent given by the buyer does not discharge the supplier from any obligation arising from the agreement concluded between the parties.

30 The text is amended as follows: "The warranty period is 12 months or as much longer as the manufacturer's warranty lasts. If following their supply the products show any defects during the warranty period, the supplier shall immediately repair or replace them in consultation with the buyer. If following delivery of the products a further turnkey delivery is to follow, then the warranty period is 12 months (or as much longer as the manufacturer's warranty lasts) from this latter point in time. If the products form part of a larger object, such as a technical installation, then the warranty period commences on the completion of that larger object, no matter who manufactures or supplies the other part of that object. The buyer can exercise the rights that it can derive from a failure if it feels that the products do not conform to the agreement. The buyer cannot do this if the supplier can prove that the products do conform to the agreement."

To be inserted after article 30:

30a All the costs connected with repair or replacement of the defect and putting the products back into use, or if the item supplied is part of a larger object putting that object back into use, are at the expense of the supplier.

30b The relevant warranty periods recommence following delivery of the replacement or repaired products and from putting them back into use, or if they are part of a larger object, putting that object back into use.

To be inserted after article 39:

39a For agreements between the buyer and the supplier the order of validity is:

1. that which has been agreed in particular;
2. any supplementary purchase conditions;
3. these Hoogendoorn purchase conditions;
4. the General Supply Conditions for Technical Contractors 1992 (ALIB 1992) supplemented by Hoogendoorn.

In case of language conflict between these translated Hoogendoorn purchase conditions and the Dutch version, the translated version is to be considered purely indicative. **Only the Dutch version is definitive.**

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