

# PURCHASING CONDITIONS

BRINK CLIMATE SYSTEMS B.V.

## Article 1 applicability

- 1.1 These general conditions of purchase (hereinafter referred to as „Purchasing Conditions“) apply to and form part of all requests submitted by Brink Climate Systems B.V. or one or more of its subsidiaries and/or affiliates (hereinafter referred to globally as „Brink“), made to a contractor/ supplier (hereinafter referred to as the „Counterparty“), all offers the Counterparty makes to Brink, all assignment confirmations/orders made by Brink to the Counterparty, and all agreements between Brink and the Counterparty regarding provision of goods and/or provision of services and works to be implemented for Brink by the Counterparty (hereinafter known as: „The Agreement“).
- 1.2 Brink explicitly rejects the applicability of any general or specific conditions set out by the Counterparty.
- 1.3 Any changes and additions to any provision in an agreement and/or these Purchasing Conditions are only valid when agreed in writing. In that case, the modifications or supplements only apply to the agreement in question.
- 1.4 The invalidity of one or more provisions in the Purchasing Conditions does not affect the validity of other clauses. Should a provision prove to be invalid, the parties are obliged to replace the invalid provision with one that is seen as valid and remains as close to the original provision as possible in regard to its basis and content.
- 1.5 In these Purchasing Conditions, „Written“ is accepted as covering every form of communication via a postal service and e-mail, fax or other electronic methods of data communication.
- 1.6 Brink retains the rights to change its Purchasing Conditions. In such cases, the Counterparty will be informed 30 days before the change is introduced. In that case, the Counterparty has the right to cancel the Agreement as of the planned date of introduction, on the condition that the Counterparty informs Brink within 15 days of being informed about the planned change.
- 1.7 The Dutch language version of these Purchasing Conditions prevails over any translation of it.

## Article 2 compilation and execution of an agreement

- 2.1 After receiving a request for quotation from Brink, the Counterparty replies with an irrevocable offer.
- 2.2 If a written order follows an offer from the Counterparty, the

Agreement comes into force the moment Brink sends the order.

- 2.3 If Brink places a written order without a prior offer from the Counterparty, the Agreement comes into force the moment Brink receives a written order confirmation within five working days from time of issuing said order. Thus, the Agreement comes into force at the moment the order confirmation is received.
- 2.4 If the Counterparty starts any form of work before receiving a written order, it shall be at the Counterparty's risk.
- 2.5 In the case of framework agreements, the Agreement comes into force each time Brink sends an order for (partial) delivery, within the context of the framework agreement. In the context of these Purchasing Conditions, the term „framework agreement“ is understood to mean a long-term or annual agreement between Brink and the Counterparty with respect to prices and conditions for goods or services the Counterparty shall supply to Brink, even if Brink has no obligation to purchase and/or the Counterparty has no obligation to supply.
- 2.6 The Counterparty is obliged to deliver goods and/or services in the agreed form, quantity and quality on the agreed date of delivery, within the agreed delivery time and at the agreed place of destination.
- 2.7 If, during the execution of the Agreement, drawings, specifications, instructions, inspection requirements and suchlike made available or approved by Brink are utilised, those items then form part of the Agreement.

## Article 3 prices

- 3.1 All prices are in euros, excluding VAT, and they comprise all costs in connection with satisfying the Counterparty's obligations regarding D.D.P. („Delivered Duty Paid“ in accordance with the most recent version of the Incoterms), including but not limited to the cost of transportation, customs duties and other levies, travel expenses, supplementary supplies, delivery, packaging, insurance, installation and instruction.
- 3.2 Prices are fixed for the duration of the Agreement and cannot be increased without written permission from Brink.
- 3.3 All costs of compiling offers, samples, trial deliveries, demonstration materials and any mounting or installation are at the Counterparty's cost.

## Article 4 delivery

- 4.1 The English language text of the latest version of the Incoterms, issued by the International Chamber of Commerce in Paris, shall apply for interpretation of the delivery conditions.
- 4.2 Delivery shall be D.D.P., at the destination and on the date specified by Brink, punctually at the agreed time or within the agreed period.
- 4.3 All delivery timings are absolute deadlines. If the Counterparty knows or should know that items cannot be delivered on time, they must notify Brink in writing without delay, stating the circumstances that led to the delay, the measures the Counterparty is taking and will be taking to prevent further occurrences of such delays, and the new delivery date.
- 4.4 The Counterparty undertakes to:
  - Inform Brink in writing two years before the time of discontinuing a product in its range. During the period of two years, the Counterparty shall guarantee delivery of the item in question, and under the agreed conditions
  - Be able to deliver (spare) parts, components, special tools, and/or to provide measuring equipment of the same quality and functionality within a reasonable period, during the lifetime of the item and for at least ten years after Brink takes the end-product out of its range. In the absence of a specific agreement concerning a reasonable period, a reasonable period will be determined by Brink
  - Offer an alternative item that is at least comparable in price, quality, form, applicability and functionality, and is compatible with earlier versions of Brink's end-product in cases when the Counterparty takes an item out of its range.
- 4.5 If Brink asks the Counterparty to postpone a delivery, the Counterparty shall store the items securely and insured, properly packaged and recognisably destined for Brink.
- 4.6 Simultaneously with the delivery of the goods and/or services, the Counterpart must provide Brink with all the items relating to quality, tests, warranty certificates, drawings, technical and revision data, service manuals, instruction books and manuals, and -if necessary - submit an EC declaration of conformity and the relevant technical documentation to Brink. These documents are part of the delivery.
- 4.7 Under the scope of this article, the term „Delivery“ also includes partial deliveries. The Counterparty is only entitled to implement partial deliveries after receiving Brink's written consent.
- 4.8 Delivery and acceptance of items are subject to inspection of said items in accordance with the provisions of Article 11.

- 4.9 Brink retains the right to refuse acceptance of items, if the conditions related to above are not met.
- 4.10 The Counterpart is not entitled to suspend its obligation to deliver in a case where Brink fails to meet (one of) its obligations.

## Article 5 packaging and sending

- 5.1 Items for delivery should be packed in such a way that they would arrive at the specified destination in good condition after normal transport handling.
- 5.2 The Counterparty will label the outer packaging and documents, carrying the Brink order number, Brink article number and indicate the number of items and, if known, the appropriate Brink revision number. In case there is lack of such information, Brinks has the right to refuse the delivery.
- 5.3 Delivered items shall not be packed in packaging that is harmful to the environment at the time of delivery, or is suspected to be so or otherwise constitutes a threat to safety, well-being or health, each of those being determined by currently accepted scientific opinion. If the use of environmentally friendly packaging materials is not possible, the Counterparty must inform Brink thereof in writing and include the reasons, prior to the delivery. Excessive amounts of packaging material should be avoided.
- 5.4 The Counterparty is liable for damage caused by inadequate and/or improper packaging.
- 5.5 Brink retains the right to return packaging material to the Counterparty at any time. Packaging material returns to a destination specified by the Counterparty are at said Counterparty's cost and risk.

## Article 6 ownership

- 6.1 The burden of risk on deliverables only becomes Brink's responsibility at the time of actual delivery or installation, provided the items are in accordance with the Agreement. Any damages incurred during transport, loading or unloading shall always be at the Counterparty's expense.
- 6.2 Ownership transfers from the Counterparty to Brink at the time of delivery, subject to the order complying with the Agreement. The Counterparty guarantees delivery of full and unencumbered title to the items supplied.
- 6.3 Brink is entitled to require that transfer of ownership of the items and/or materials and parts intended for them will take place at an earlier time. The Counterparty will then take account of the items and/or associated materials and components as recognisable property of Brink, and indemnify Brink against any loss, damage and the exercise of any rights by third parties.

## Article 7 resources

- 7.1 Purchased or manufactured materials, drawings, models, tools, dies, moulds, instructions, specifications and other tools made available to Brink, as well as those needed by the Counterparty in order to deliver to Brink all remain the property of Brink or become the property of Brink at the moment of purchase or production. On request from Brink, the Counterparty will sign an ownership statement as evidence of said ownership.
- 7.2 The Counterparty is obliged on its part to recognise the resources referred to in the previous paragraph as recognisable property of Brink, to be responsible for keeping them in good condition and to insure them against all risk for as long as the Counterparty is acting as keeper of said resources.
- 7.3 The Counterparty will make the said resources available to Brink immediately following Brink's first request, or simultaneously with the final delivery of the items to which the resources relate.
- 7.4 On Brink's first request, the Counterparty will submit to Brink for approval any tools it uses for implementation of the Agreement.
- 7.5 Changes to or variations from the prescribed resources made available by Brink or approved by Brink are only permitted after prior written permission from Brink.
- 7.6 The Counterparty shall not use (or utilise) the resources for any other purpose than the delivery to Brink, unless they have specific written permission from Brink.

## Article 8 approval, permission

Any approval or permission granted, as provided in these Purchase Conditions, does not release the Counterparty from its responsibilities under the Agreement.

## Article 9 changes

- 9.1 Brink is entitled to require changes and/or supplements to the scope or nature of the goods, services and works to be delivered, even after conclusion of the Agreement. Brink is authorized to make modifications to drawings, models, instructions, specifications, etc. that are related to the deliverables.
- 9.2 If, in the opinion of the Counterparty, this has consequences affecting the agreed fixed price and/or delivery the Counterparty shall inform Brink in writing about these matters before implementing the change and as soon as possible, at most within eight days of notification of the required change. Failing which, the Counterparty shall execute the amended contract under the initially agreed conditions.

- 9.3 If, in Brink's opinion, the consequential changes to the price and/or delivery are unreasonable in relation to the nature and extent of the change, then Brink retains the right to terminate the Agreement forthwith through notice, in writing, to the Counterparty, without any associated liability for damages, unless that would be manifestly unreasonable in the circumstances.
- 9.4 A dissolution or termination on the grounds of this article does not give any of the parties a right to compensation for any damage.
- 9.5 If the Counterparty purchased any materials, which have been unusable or in excess of requirements, without written permission from Brink, the Counterparty will bear all the costs incurred.
- 9.6 The Counterparty may not introduce or implement any changes without specific written permission from Brink.

## Article 10 payment

- 10.1 Payment shall be made within 60 days after delivery and receipt of the invoice, provided the delivered items/services have been accepted by or on behalf of Brink, and Brink has received all the relevant documentation. If Brink pays within ten working days, Brink has the right to reduce the invoiced amount by 2%.
- 10.2 If Brink has failed to pay an invoice within the expiry of the period stated in Article 10.1, without a valid reason, and notwithstanding Article 6: 119 a of the Dutch Civil Code, the Counterparty has, after proper written notice, the right to a default interest payment after the expiry of the said payment period, said interest shall be at the level of the applicable statutory interest referred to in Article 6: 119 of the Dutch Civil Code. If the invoice in question does not comply fully with the provisions set out in 10.3, the Counterparty has no right to claim said interest.
- 10.3 The Counterparty is obliged to include the following on its invoice: its VAT identification number, the Brink order number, the Brink article number, the number of items and, if known, the Brink revision number. Each invoice must make clear what proportion of the order/assignment it pertains to, and how the invoice amount relates to the Agreement that preceded it. The invoice must be submitted to Brink.
- 10.4 Brink is entitled to require that the Counterparty provide, on its behalf, an unconditional and irrevocable bank guarantee issued by a bank acceptable to Brink, to ensure the fulfilment of the Counterparty's obligations.
- 10.5 Brink shall be entitled to suspend payment if it discovers any shortcomings in fulfilment of contractual obligation. Moreover, Brink retains the right to set-off against other payments the Counterparty owes to Brink.

- 10.6 Payments made by Brink do not constitute a waiver of legal rights in any way. Payment cannot be interpreted as Brink's acknowledgment of the soundness of goods, services or works supplied or the condition in which they are provided and discharged, and does not release the Counterparty from any liability in that regard.
- 10.7 In cases where there is partial delivery, Brink has the right to pay in parts.
- 10.8 If the progress of the work in question would be jeopardized in the absence of such payment, Brink shall be entitled, after notifying the Counterparty, to make payments to third parties on behalf of said Counterparty, for example subcontractors and suppliers taken on by the Counterparty to assist in execution of the Agreement. Brink shall then be entitled to deduct the amount of any such payments from the amount that Brink owes the Counterparty under the Agreement in question.

## Article 11 inspection & verification

- 11.1 Brink and persons designated by Brink shall be entitled to carry out inspection and verification both before and after delivery.
- 11.2 To that purpose, the Counterparty shall grant access to the locations where the items are produced and/or stored and shall cooperate with the inspections required by Brink, and provide the necessary documentation and information at its expense.
- 11.3 When necessary, the Counterparty shall inform Brink, in a timely manner, about the time the inspection and verification can take place.
- 11.4 The Counterparty is entitled to be present at the inspection.
- 11.5 In cases where the inspection and verification is implemented by an independent organization, said inspection and verification is binding for all parties. The same applies to the results from retesting.
- 11.6 Personal inspection and verification costs on Brink's part shall be at Brink's expense. Personal inspection and verification costs on the part of the Counterparty and all business inspection and verification costs will be borne by the Counterparty. The term „personal inspection and verification costs“ covers all costs related to persons or authorities responsible for inspections and verifications. The term „business inspection and verification costs“ covers all other costs connected with (doing) implementing the inspection, such as the cost of packing and unpacking and the cost of delays. All cost incurred through retesting are at the Counterparty's expense.
- 11.7 If upon inspection and verification, before or after delivery, items are rejected wholly or partially, Brink shall inform the Counterparty.

- 11.8 In case of items that are rejected after delivery, the responsibility for risk on the rejected items shall transfer from Brink to the Counterparty, starting from the date of the notification referred to in the previous paragraph. The Counterparty should then arrange transport to remove the rejected items within five working days, and at its expense. The term „rejected items“ shall also cover items returned to Brink by its clients because said items did not (or no longer) comply with the provisions set out in Article 12 of these Purchasing Conditions.
- 11.9 Inspection and verification in the sense used for the purpose of this article does not release the Counterparty from any obligation or liability. For the purpose of these Purchasing Conditions, the term „Inspections and verifications“ shall be understood to cover tests, trials or inspections.

## Article 12 warranty

- 12.1 The Counterparty shall execute the Agreement punctually and without any derogation. The Counterparty guarantees that the items delivered, work carried out and assignments completed shall conform to the Agreement and have the qualities that Brink might expect based on the Agreement. The Counterparty shall not deviate from the requirements specified in the Agreement or otherwise deviate from the specifications under any circumstances, unless there is prior express written permission from Brink. The Counterparty guarantees that the items delivered are free of defects and will be suitable for the purpose for which they are intended, that said items comply with statutory requirements and other government regulations and conform to the quality used in the industry and to working conditions and environmental requirements, all as applicable at the time of delivery.
- 12.2 The Counterparty agrees to guarantee that there shall be no visible or hidden defects during the warranty period or, if there is no specific warranty, for two years from acceptance of delivery as referred to in Article 4. The warranty period shall be extended for a period equal to the period(s) during which the items have not been used or could not be fully used due to a defect within the meaning of this provision. New warranty periods equal to the aforementioned apply to the replacement items (or parts) that have been provided and to replaced or repaired parts of the items in question, including any parts of it on which replacement or repaired parts may have an influence.
- 12.3 If there is defect or shortcoming during the warranty period, Brink is entitled to either return the item in question and demand immediate repayment of the amount paid for said item or to require the Counterparty, on Brink's first request,

to repair all defects and/or replace defective items and/or parts thereof at its own expense, and without prejudice to Brink's rights for compensation for any damages liability in respect of third parties.

- 12.4 During implementation of the Agreement, the Counterparty will comply with all legal requirements applied by the inspection bodies, which must be respected in connection with matters such as quality, the environment and health & safety.

## **Article 13 environmentally hazardous substances**

- 13.1 The Counterparty guarantees Brink that the items it offers are produced in compliance with environmental requirements as set out in legislation by the government.
- 13.2 Before concluding the Agreement, the Counterparty is obliged to inform Brink if the items offered and to be delivered contain any environmentally hazardous substances, which can be released both during normal use, troubleshooting, repairs, maintenance, emergencies, removal, storage, dumping, relocation, removal, or disposal of the item in question at the end of its lifespan.
- 13.3 If this is the case, the Counterparty shall submit on delivery a clear statement with instructions on preventive measure that will prevent release of those substances.
- 13.4 The Counterparty shall specify the measures that should be taken to protect Brink, its staff, employees and third parties in the event of release of those substances.

## **Article 14 obligatory information and confidentiality**

- 14.1 Within the framework of the Agreement (i), and with or without a request, the Counterparty shall inform Brink, about everything that is relevant to the implementation of the Agreement, (ii) and the Counterparty shall independently request any information it needs, and which it knows, or reasonably should know, is already available at Brink or should be, and (iii) provide the support necessary for proper implementation of the Agreement with or without solicitation.
- 14.2 The Counterparty guarantees, both during period of the Agreement and after its termination, confidentiality towards third parties regarding any business information originating from Brink, which has come to the Counterparty's knowledge in any way whatsoever.
- 14.3 The Counterparty is not permitted to reproduce or share with third parties any business information pertaining to the Agreement other than that which is necessary within the framework of implementing the Agreement, and that only

after prior written permission from Brink.

- 14.4 All business information made available to the Counterparty by Brink within the framework of the Agreement, remains and always shall remain the property of Brink, and shall be returned by the Counterpart, at its expense, to Brink on first request.
- 14.5 The Counterparty will impose the obligations mentioned in this article on its personnel staff and third parties involved in the Counterparty's implementation of the Agreement.
- 14.6 Any products and/or services developed in cooperation between Brink and the Counterparty may be not be used for third party purposes without prior written permission from Brink.

## **Article 15 rights on industrial and intellectual property**

- 15.1 Brink is the owner of all industrial and intellectual property rights arising or resulting from the implementation of the Agreement by the Counterparty, its personnel or third parties involved in the Counterparty's implementation of the Agreement. The Counterparty shall transfer to Brink all (intellectual) property rights in connection with deliverables destined for Brink. And upon said transfer, those rights shall be forthwith accepted as property of Brink.
- 15.2 Whenever there is requirement for a further deed of assignment for such rights, the Counterparty authorises, immediately and interminably, that Brink may draw up such an instrument and sign it on behalf of the Counterparty, without prejudicing the Counterparty's obligation to cooperate on transfer of such rights to Brink on first request, and without the right to impose conditions. The Counterparty authorises Brink irrevocably to register the assignment of the (intellectual) property rights and/or similar rights in the relevant registers.
- 15.3 The Counterpart shall accept clearly on its part that all the objects of industrial and intellectual property rights referred to in paragraph 1 shall be property of Brink.
- 15.4 The Counterparty guarantees free and undisturbed use, including resale, of items delivered to Brink or resources purchased or manufactured by said Counterparty for Brink. The Counterparty shall indemnify Brink against (potential) claims from third parties in respect of (potential) infringement of (intellectual) property rights and/or similar rights belonging to third parties, including claims relating to knowhow, unfair competition, etc. The Counterparty undertakes, at its own expense, to take all measures that may help to prevent stoppages at Brink and limit the costs and/or damages that Brink may suffer. The Counterparty shall compensate Brink for any damages resulting from any infringement. Notwithstanding the foregoing provisions of

this paragraph, Brink is entitled to dissolve the Agreement partially or in whole in writing and without judicial process, if a third party makes Brink liable for infringement of (intellectual) property rights and/or similar rights. Brink will not exercise its right to terminate the Agreement without prior consultation with the Counterparty.

## Article 16 assignment of rights and obligations

- 16.1 The Counterparty shall not transfer the rights and obligations arising under the Agreement in neither whole nor part to third parties without prior written permission from Brink. The Counterparty shall be liable, at all times, for the proper execution of the Agreement.
- 16.2 Brink retains the right to add conditions to consent. If Brink is of the opinion that a third party in any way does not conform to what would be expected of them, the Counterparty will replace the third party (or have them changed), on Brink's first request.
- 16.3 In urgent cases and also if, after consultation with the Counterparty, it could be reasonably assumed that the Counterparty does not, cannot, or will not fulfil its obligations under the Agreement or cannot do so in a timely manner, Brink is entitled to require the Counterparty to outsource implementation of the Agreement to third parties, either in part or whole, and at the Counterparty's expense. None of these factors shall release the Counterparty from its obligations under this Agreement. Brink retains the option and is entitled to carry out the Counterparty's obligations itself or have them fulfilled by third parties, at the Counterparty's expense and risk.

## Article 17 liability

- 17.1 The Counterparty is liable for all damage suffered by Brink, its staff and employees or by third parties resulting from a defect in any of the Counterparty's products, which leads to it not providing the level of safety that one is entitled to expect.
- 17.2 The Counterparty shall be liable for all damages suffered by Brink, its staff and employees or third parties in the implementation of the Agreement, unless the damage was caused by Brink's intent or deliberate recklessness.
- 17.3 The Counterparty shall indemnify Brink for third party claims for compensation for damages based on liability provided for in the preceding two paragraphs. And upon Brink's first request, will reach a settlement with those third parties, or in court, and shall, when taking Brink's part or working with Brink, defend against claims as referred to

above – the choice of the previously mentioned options being at Brink's discretion.

- 17.4 The Counterparty will insure itself adequately against liability as defined in this article and allow Brink free access to inspect the policy.
- 17.5 Any liability on Brink's part is restricted to those cases for which cover is offered by the liability insurance policy(ies) Brink has taken up, and is limited to amount that the said insurance policy(ies) allows for liability payment in cases of the type in question, and that amount shall be supplemented with the amount of the excess („own risk“) under the policy(ies) in question.

## Article 18 termination

- 18.1 Brink may terminate the Agreement at any time in the interim, by giving written notice to the Counterparty, as long as Brink provides the reasons. Immediately after receipt of the written notice, the Counterparty shall cease implementation of the Agreement.
- 18.2 If the Counterparty fails to fulfil any of its obligations under the Agreement, or other agreements resulting from it, be it through not being on time or not properly fulfilling said obligation(s), and in cases where the Counterparty applies for a temporary moratorium on payments or provisional suspension of payments is granted, the Counterparty files for bankruptcy or bankruptcy is declared, the Counterparty's business is liquidated, or if the Counterparty ceases its current enterprise, a substantial proportion of the Counterparty's assets are seized or, for some other reason, the Counterparty must be considered no longer able to fulfil its obligations under the Agreement, the Counterparty shall be legally in default.
- 18.3 In such cases as mentioned in Article 18.2 Brink shall be entitled to terminate the Agreement unilaterally, either in part or fully, without notice and without judicial intervention, as well as to disassociate and/or suspend payment obligations, and/or assign implementation of the Agreement in whole or in part to third parties, all by giving written notice to the Counterparty, and without Brink being held liable to pay any compensation and without prejudice to Brink's possible further rights, including the right to full compensation and refund of the purchase price.
- 18.4 All claims that Brink may have or get against the Counterparty shall be liable to immediate payment in full.
- 18.5 Obligations that remain valid after termination of the Agreement through their nature shall remain in force after termination of the Agreement. These obligations include warranties, liability, confidentiality, intellectual property rights, indemnification for infringement of (intellectual) property rights and the choice of legal jurisdiction.

## Article 19 force majeure

- 19.1 If, as a result of force majeure, one of the parties cannot fulfil or fails to meet in full its obligations under the Agreement for a period longer than 30 days, the Counterparty may dissolve the Agreement, without requirement of legal process, by means of a registered letter, and with immediate effect if required, without said dissolution of the Agreement entitling the party that is failing in its obligations to any compensation.
- 19.2 In every case, none of the following situations is considered as force majeure: lack of personnel, strikes, ill health among personnel, late delivery or unsuitability of materials, shortcomings among third parties brought in by the Counterparty and/or liquidity or solvency problems on the part of the Counterparty.
- 19.3 Any case of force majeure shall be reported to the Counterparty in writing, including submission of the necessary evidential material.

## Article 20 penalties

- 20.1 Without prejudice to any other rights or claims on the part of Brink, including claims regarding performance of the Agreement, rights in accordance with the provisions in Article 17 and the right to compensation, Brink has the additional entitlement to impose an immediately payable penalty for failures by the Counterparty, said penalty being up to a maximum of 5% of the total cost of the order (in Euros) paid at once or, in a case of delayed fulfilment, 0.5% of that amount per day throughout the period of any delay.
- 20.2 All costs, both judicial and extrajudicial, including but not limited to legal fees, arising for Brink having to enforce its rights against the Counterparty, shall be borne by said Counterparty.

## Article 21 disputes and applicable law

- 21.1 Dutch law is exclusively applicable for the Agreement and all agreements that arise from it.
- 21.2 The applicability United Nations Convention on Contracts for the International Sale of Goods (CISG, Vienna, 1980) is excluded.
- 21.3 All disputes between the parties (including those which are only considered as such by one of the parties) that may arise during the period of this Agreement or agreements arising from it will, at Brink's discretion, either be submitted to the judgment of arbitrators, appointed by, and making their decisions according to the rules of, the Dutch Arbitration Institute (NAI) in Rotterdam, or shall be submitted to the competent court in the district of Zwolle.

## Additional conditions applicable to provision of certain services and taking on works for Brink Climate Systems B.V.

### Article 22 applicability

- 22.1 These Additional Conditions apply to all requests, offers and agreements where Brink acts as the principal in the provision of any services or taking on works that will be implemented by the Counterparty.
- 22.2 In addition to these additional terms and conditions, the Purchasing Conditions apply to the aforementioned requests, offers and agreements, unless said Purchasing Conditions are exempted either explicitly or through the nature of provisions in articles in these Additional Conditions.
- 22.3 For the purposes of these conditions it should be understood that the „Counterparty's personnel“ includes any third party personnel the Counterparty involves in implementation of the Agreement.

### Article 23 personnel, equipment and materials

- 23.1 Any personnel brought in by the Counterparty for implementation of the Agreement shall meet all special requirements set out by Brink and, in the absence thereof, shall satisfy the general professional requirements of competence and expertise.
- 23.2 If, in the opinion of Brink, there are insufficiently qualified personnel involved, Brink is entitled to order the removal of such personnel and the Counterparty is obliged to replace said personnel, subject to the provisions of paragraph 1 of this article.
- 23.3 Brink is entitled to inspect, test and check all materials and equipment, including tools, as well as the identification of personnel that the Counterparty uses for implementation of the Agreement.
- 23.4 If, after inspection and examination as referred to in the previous paragraph, Brink rejects, in whole or in part, materials and equipment used by the Counterparty in the implementation of the Agreement, the Counterparty is obliged to replace the rejected materials and equipment promptly.

## Article 24 knowledge of the work site

- 24.1 Before implementation of the Agreement, the Counterparty shall initially familiarize itself with any circumstances on the premises and/or in the buildings where the works are to be carried out, which could affect said implementation of the Agreement. Additionally, the Counterparty must be familiar with the „Third party regulations“ which shall be sent with the written order.
- 24.2 Costs of delay in the execution of the Agreement caused by circumstances referred to in the previous paragraph, are at the Counterparty's expense and risk.

## Article 25 works on the assignment

- 25.1 Before implementing the Agreement is initiated, the Counterparty shall make itself aware of the content of relevant rules and regulations that apply to the sites and/or buildings where the work is to be carried out including those relating to quality, occupational health and the environment, and shall behave accordingly.
- 25.2 The Counterparty shall ensure that personnel it deploys shall report, prior to commencing implementation of the Agreement, to the manager of the sites or buildings where they will implement works.
- 25.3 The Counterparty guarantees that the work shall be performed in accordance with the highest standards of craftsmanship and expertise and in accordance with the agreed assembly, installation and operating instructions so that the works shall culminate in the agreed outcome.
- 25.4 The Counterparty shall ensure that its presence and the presence of its staff on the premises and/or buildings where the works must be implemented does not hinder the smooth progress of Brink's or other people's work.
- 25.5 Brink retains the right to deny the Counterparty or its personnel access to Brink's sites and buildings without any obligation to give a reason.

## Article 26 sequential liability

- 26.1 If the Act of June 4, 1981 (Staatsblad (Official Gazette) 1981, no. 360, the "Wet Ketenaansprakelijkheid" („Sequential Liability Act“) is applicable to the Agreement, the Counterparty must comply with all obligations arising from the law/legislation and/or obligations arising from legislation (including on administration matters).
- 26.2 Brink is authorized, on its discretion, to pay part of the contracted amount, either from the Counterparty's „G-rekening“ (a G-account is a blocked bank account reserved for special purposes, e.g. Taxes and official obligations), or directly to the relevant authorities.
- 26.3 The Counterparty shall indemnify Brink against claims based on the legislation referred to in paragraph 1.

January 2016 Edition