



These general conditions of sale and contracting of Houcon are deposited with the Chamber of Commerce of Rotterdam.

## **1. General**

- 1.1 "Conditions" means these general conditions of sale and contracting. The company which has stated that these general conditions apply shall hereafter be called 'Houcon'.
- 1.2 "Buyer" means Houcon's contracting party being the (potential) buyer or a (legal) person on behalf of the (potential) buyer, as well as the contracting party relating to a contract made with Houcon for the provision of (a) specific service(s).
- 1.3 "Contract" means the contract and/or additional or follow-up contracts between Houcon and the Buyer.
- 1.4 "Consequential loss" means, inter alia, trading loss, loss due to business stagnation, loss of profit or loss of revenue.
- 1.5 "Force majeure" means, inter alia, circumstances which impede the performance of the obligation and which are not attributable to Houcon. Circumstances which in any event are deemed "force majeure", regardless of whether these circumstances are or were foreseeable at the time the contract is made, are: whole or partial faulty production, unsuitability of goods which Houcon uses in the performance of the obligation, work strike, blockade, stagnation of energy and water supplies, stagnation in domestic and/or foreign supply of raw materials, import, export and/or transit prohibitions and other impeding government measures, transport problems, non-performance of the obligations by the suppliers, boycott of Houcon or of its suppliers, weather circumstances, natural events, natural and/or nuclear disasters, riot, sabotage, fire or other disruptions in Houcon's operations, war, threat of war and government measures (national or international). This list is not to be deemed exhaustive.

## **2. Applicability**

- 2.1 These Conditions apply to all legal relationships in which Houcon acts as (potential) seller and/or supplier. Articles 1 up to and including 23 of these Conditions apply to all legal relations in which Houcon acts as (potential) seller and/or supplier. If Houcon also or exclusively acts as contractor then Articles 24 up to and including 31 of these Conditions also apply.
- 2.2 Deviations from these Conditions shall only be explicit and in writing. Such a deviation has no effect with regard to any other (future) contracts.
- 2.3 Applicability of the general conditions applied by the Buyer is explicitly rejected.
- 2.4 If Houcon does not, in a given case, invoke the provisions of these Conditions, this does not mean that Houcon is thereby waiving its right to invoke the provisions of these Conditions in other cases.

## **3. Offers**

- 3.1 All quotes, offers and price specifications made by Houcon are without commitment and subject to the approval of the Houcon management board.
- 3.2 Samples shown or furnished only give an indication of the quality to be delivered by Houcon.

## **4. Contract, making of the contract, alteration and addition**

- 4.1 A contract between Houcon and the Buyer shall only be made after Houcon has confirmed the Buyer's assignment in writing by means of its order confirmation or after Houcon had started the execution of the assignment.
- 4.2 An alteration of or an addition to a contract shall only be valid if it has been explicitly agreed between Houcon and the Buyer in writing.
- 4.3 If delivery takes place without prior consultation on price, quantity, composition and/or conditions, the Buyer is bound by the price and conditions which Houcon stipulates for such delivery.



## **5. Prices**

- 5.1 The prices are in Euros, unless otherwise agreed.
- 5.2 The prices are exclusive of taxes and other levies.
- 5.3 Houcon has the right, in the event it has extra costs for the performance of the contract as a result of (this list is not exhaustive) increases in commodity prices or transport rates, unfavourable changes in exchange rates, supplements in connection with high and low tide or ice drift, wholly or partially obstructed waterways, government measures, delay in or impossibility of the normal unloading, increase in storage and transshipment rates, congestion, strike, riot or similar events, to charge these costs to the Buyer.
- 5.4 Houcon has the right to charge the Buyer taxes, import duties, levies and other payments imposed by the government which were not known or which did not apply when making the contract, or increases thereof.
- 5.5 Revocations or decreases of the taxes, import duties, levies or other payments imposed by the government, which were not taken into account when determining the contract price, shall be for the benefit of the Buyer.

## **6. Payment**

- 6.1 The Buyer must pay the agreed price, the taxes and other levies within fourteen (14) days after the invoice date, unless explicitly otherwise agreed in writing.
- 6.2 The day of payment is the day of deposit on one of Houcon's bank accounts. Payments in cash or cheque are not accepted.
- 6.3 The Buyer is in no case entitled to any discount and/or set-off and/or suspension.
- 6.4 If the Buyer does not pay the invoice within the time period stipulated by Houcon, passes away, is declared bankrupt or petitions for a moratorium on payment, the Buyer shall be in default without the need for notice of default and all payment obligations shall therefore be immediately due.
- 6.5 In the event of late payment the Buyer owes Houcon the statutory commercial interest for late payment pursuant to art. 6:119a Dutch Civil Code.
- 6.6 If the Buyer fails on the performance of his obligations the Buyer shall in addition owe Houcon a penalty in the amount of 10% of the purchase price without prejudice to Houcon's right to cancellation as set out in article 17 or to demand performance of the contract including compensation.
- 6.7 If the Buyer fails on the performance of his obligations he shall owe extrajudicial (collection) costs, which are fixed at 15% of the principal owing or of the loss suffered or the costs actually made for legal assistance if this leads to a higher amount, as well as all judicial costs.
- 6.8 If Houcon has reasonable grounds to doubt whether the Buyer is able to perform its payment and/or other obligations, which shall in any event exist if the Buyer leaves a due debt unpaid, Houcon is entitled to demand of the Buyer that the agreed amount is paid in advance or that the Buyer give proper security. Until the Buyer has done so, Houcon is entitled to suspend the performance of the contract. The amount of the advance payment or the amount and/or quality of the security to be given shall be evaluated by Houcon.

## **7. Retention of title**

- 7.1 Houcon retains title to the goods it delivers, including the delivered documents, until the Buyer has performed all its obligations. The goods which Houcon delivers to the Buyer shall thus remain the exclusive property of Houcon – even after and despite processing or treatment – up to the time of full payment of all claims of Houcon with regard to goods delivered or to be delivered (pursuant to a contract) or (pursuant to such contract also) work carried out or to be carried out on behalf of the Buyer, as well as up to the time of full payment of the claim for failure on the performance of such contracts (including costs and interest).



- 7.2 If the Buyer is obliged to pay compensation title shall not pass until after the entire compensation has been paid.
- 7.3 During the period that the title to the goods still lies with Houcon, the Buyer is obliged to store the goods delivered subject to retention of title carefully and marked as the property of Houcon and it cannot transfer the goods (by sale and/or delivery) and/or encumber the goods with a right of security.
- 7.4 The Buyer may make use of goods to be delivered to third parties within the normal course of his business subject to the following provisions:
- a) in the event of whole or partial resale/delivery of the goods, or the goods obtained by processing, the Buyer undertakes to only sell/deliver subject to retention of title. The Buyer undertakes to assign the claim and rights arising from the resale to Houcon upon first request;
  - b) in the event of processing of the goods the goods acquired by processing shall take the place of the delivered goods. This also applies if the new product is compiled of goods delivered by Houcon and goods of third parties. If one or more of such third parties stipulate a retention of title as referred to above, Houcon shall acquire the co-ownership in the newly created goods together with such third party or parties. Insofar as necessary the Buyer hereby grants a non-possessory right of pledge on these goods in favour of Houcon;
  - c) the Buyer undertakes not to have the claims on third parties collected by other parties or to assign such claims to other parties, or allow others to subrogate to the rights of claim, without Houcon's prior written consent.
- 7.5 If the Buyer fails on the performance of its obligations to Houcon, or if Houcon has reasonable grounds for fearing that the Buyer will default on the performance of said obligations, Houcon has the right to take back the delivered goods at the Buyer's expense without prior notification of the Buyer, without prejudice to Houcon's right to compensation.
- 7.6 If the contract is dissolved by Houcon and/or the Buyer and the goods are subject to a retention of title, the Buyer must immediately make these goods available to Houcon. The Buyer does not have the right to set off his claims against the goods or on the basis thereof suspend his obligations to make the goods available.
- 7.7 The Buyer or a representative/agent appointed by the Buyer is not authorised to present documents to third parties, pledge them to third parties, or give third parties any other right thereto, until the purchase price has been deposited on the designated Houcon (bank) account.
- 7.8 If Houcon presents documents to the Buyer, this shall take place subject to the following conditions:
- a) the presentation of documents to third parties shall only be effected 'in trust', in other words: the Buyer shall keep the documents in his possession on an exclusive basis on behalf of Houcon;
  - b) unless payment has been made to Houcon, the Buyer must hand over the documents to Houcon upon the latter's request;
  - c) the Buyer shall not transfer the documents to a third party, unless the Buyer has received a written confirmation from Houcon that the documents have been paid for;
  - d) the Buyer must immediately inform Houcon that payment shall not be made in accordance with the contractual payment conditions when the Buyer is aware thereof;
  - e) in this article Buyer also means the representative or agent of the Buyer.

## **8. Risk and delivery**

- 8.1 The risk in the goods passes at the time of delivery.
- 8.2 The delivery shall be effected when Houcon makes the goods available to the Buyer. In the event of transport delivery shall be effected when Houcon makes the goods available to the first carrier or, if according to the contract the transport is at Houcon's risk, at the time that the goods are made available



to the Buyer at the agreed place.

- 8.3 Houcon does not guarantee that the goods shall be delivered on the agreed delivery date. In the event of late delivery Houcon shall be given written notice of default, whereby it shall be given a period of four (4) weeks to effect performance.
- 8.4 Houcon is permitted to deliver the goods in part shipments. In such case Houcon is authorised to invoice for the goods separately and the Buyer is obliged to pay these invoices as if the invoices were for individual contracts.
- 8.5 If goods are sold on the condition "delivery/arrival" or "arrival" Houcon has the right to determine the related unloading period and to opt therefore.
- 8.6 If the sale is to be effected upon unloading, Houcon has the right to extend the unloading period as laid down in the Houcon purchase contract.

## **9. Transport documents and other documents**

- 9.1 Houcon's copy of the transport document signed in receipt by the transporter without comments is full proof of shipment of the quantities set out on the transport document, as well as the external good condition of the goods.
- 9.2 The Buyer is obliged to provide Houcon with all documents relating to the transaction and/or goods sold in time in accordance with the prescribed time periods and formalities, whereby in the event of failure to do so the Buyer is fully liable to Houcon for the loss ensuing therefrom. This also applies with regard to satisfying regulations of the European Union or other national and/or international authorities and public authorities.
- 9.3 All costs caused by or resulting from the preparation and delivery of the necessary documents are at the Buyer's expense, unless the contrary has explicitly been agreed.
- 9.4 The Buyer shall present the insurance policies on Houcon's first request.
- 9.5 As soon as the Buyer has defaulted on some obligation or has come into payment difficulties, Houcon has the right to immediately take back the documents or instruct that the documents are taken back, or to immediately take back the goods or instruct that the goods are taken back, or sell the goods acquired by processing in its own name or instruct said goods to be sold in its own name and to set off the proceeds against its claims on the Buyer.

## **10. Receipt**

- 10.1 As of the agreed delivery date the Buyer is obliged to take receipt of the goods when presented by Houcon.
- 10.2 If the Buyer does not take receipt of the goods or does not immediately take receipt of the good, Houcon is entitled, with retention of all its other rights, at the Buyer's expense and risk, to store the goods at Houcon's or at third parties'. The Buyer is obliged to remove the goods from such location at his expense and risk.

## **11. Duty of investigation and complaints**

- 11.1 The Buyer must immediately inspect the goods upon delivery.
- 11.2 If the contract also encompasses the transport of the goods, the inspection must take place prior to the transport.
- 11.3 The Buyer in all cases loses the right to claim that the goods do not correspond with the contract, if he does not give Houcon explicit written notification thereof within ten (10) calendar days after the goods have been made available to the Buyer at the destination, which notification must set out the nature of the shortcoming.
- 11.4 The goods shall in any event have been made available to the Buyer when the goods have been unloaded from the transport vehicle at their destination and the documents are ready for inspection by the Buyer at the agreed bank.



11.5 If a defect only arises some time after delivery, the Buyer can only claim that the delivered goods do not correspond with the contract if he has notified Houcon thereof within a period of five (5) calendar days, after he has discovered such or should reasonably have discovered such.

11.6 Houcon is at all times entitled to carry out its own investigation.

## **12. Proof**

12.1 All certificates issued in the country of origin, which are usually deemed sufficient proof for importers with regard to the quality and/or condition, are also deemed sufficient proof of the quality and/or condition for the Buyer.

## **13. Quantities, dimensions, weights and further details**

13.1 Minor deviations with regard to specified dimensions, weights, quantities, colours and other such details are not deemed shortcomings.

13.2 The trade customs determine whether there are minor deviations.

13.3 If delivery in instalments has been agreed, the quantity for which delivery has been requested or the quantity delivered shall be deemed a separate contract with regard to the quality and further capacities of the delivered goods and of the payment.

## **14. Liability**

14.1 If the delivered goods do not correspond with the contract, the Buyer is only entitled to compensation or a price reduction. The Buyer is not entitled to cancel the contract.

14.2 If the delivered goods do not correspond with the contract, all liability of Houcon is limited to a maximum of the invoice value exclusive of VAT and/or other levies of the delivered goods, but it is in any event limited to a maximum of 125% of the invoice value exclusive of VAT and/or other levies of the delivered goods. In the case of part deliveries Houcon's liability is limited to the invoice value of the relevant part delivery exclusive of VAT and/or other levies on the delivered goods, but it is in any event limited to a maximum of 125% of the invoice value of the relevant part delivery exclusive of VAT and/or levies on the delivered goods.

14.3 If the delivered goods turn out not to correspond with the contract, provided and insofar as the delivered goods are still present and retrieval is still possible, Houcon has the right to deliver a replacement batch one time.

14.4 If there is force majeure as referred to in article 1.5, Houcon has the option to perform its obligations after the circumstances which resulted in the non-attributable shortcoming no longer exist or to cancel the contract or the part thereof which has not been performed, without owing any compensation to the Buyer.

14.5 Houcon is never liable for loss caused by death or injury or any form of financial loss and consequential loss.

14.6 Limitations or exclusions of liability shall only not apply insofar as the loss is the result of an action or omission of the Houcon board of directors or the company management, which loss was caused either intentionally or recklessly and with the knowledge that said loss would probably ensue therefrom.

14.7 If a claim is brought against subordinates of Houcon, and persons whose services Houcon used in the performance of the contract, these persons can claim any exemption or limitation of liability which Houcon can invoke under the heading of these Conditions or of any other statutory or contractual provision.

14.8 If a penalty, levy, assessment, fine or any other sanction which is financially disadvantageous for Houcon is imposed on Houcon by a public authority in connection with an action or omission of the Buyer, the Buyer is obliged to indemnify or immediately compensate Houcon in this respect.

14.9 In the event of default the Buyer is obliged on Houcon's first request to give a bank guarantee in accordance with the Rotterdam Guarantee Form, which bank guarantee is to be issued by a bank based in the Netherlands with a good creditworthiness status, to be evaluated by Houcon, subject to a penalty



in the amount of 100% of the total order amount with a minimum of € 25,000, without prejudice to Houcon's right to claim a penalty.

## **15. Indemnity**

- 15.1 The Buyer is obliged to indemnify Houcon against all claims of third parties with regard to loss in relation to the performance of or connected with the contract.
- 15.2 Insofar as Houcon cannot invoke article 15.1, the Buyer is at all times and in all cases obliged to indemnify Houcon against the claims of third parties mentioned in art.15.1 if these claims of third parties exceed a total amount of € 100,000 per event or series of events with the same cause.
- 15.3 This obligation of the Buyer as set out under 15.1 above does not apply insofar as this loss has arisen on the basis of an action or omission of the Houcon board of directors or the company management, which loss was caused either intentionally or recklessly and with the knowledge that such loss would probably ensue therefrom.
- 15.4 Loss also encompasses loss caused by death or injury, damage to goods of third parties, every form of financial loss including trading loss, 'demurrage' and other indirect (consequential) loss which might arise on the part of Houcon or of third parties. This loss encompasses judicial and extrajudicial costs which Houcon has had to make to defend itself against claims of third parties.

## **16. Force majeure**

- 16.1 If Houcon cannot perform its obligations to the Buyer due to force majeure, the performance of those obligations shall be suspended for the duration of the force majeure situation.
- 16.2 Houcon shall inform the Buyer of a situation of force majeure as soon as possible.
- 16.3 If the force majeure situation lasts thirty (30) days or longer, both Houcon and the Buyer have the right to cancel the contract in whole or in part in writing without judicial intervention insofar as the goods have not yet been delivered, without in this case there being an obligation to pay compensation or make any other payment, except for payment under the heading of an unowed payment or compensation of costs already made.
- 16.4 If delivery in part shipments has been stipulated, the provisions of this article apply for each part shipment individually.

## **17. Cancellation and suspension**

- 17.1 If the Buyer does not perform an obligation ensuing from the contract or from these Conditions, or does not perform such properly or in time the Buyer shall be in default without the need for notice of default and Houcon, without being bound to pay any compensation under the heading thereof and without prejudice to its further rights is entitled, with immediate effect and without judicial recourse, to suspend the performance of all its obligations and/or cancel or terminate the relevant contract in whole or in part.
- 17.2 In the event of cancellation by Houcon, Houcon is entitled at its election, by way of compensation to:
- a) the negative difference between the contract price and the market value of the goods in question on the day of non-performance, or;
  - b) the difference between the contract price and the price of the covering sale, without prejudice to Houcon's right to additional or replacement compensation.
- 17.3 Houcon is furthermore entitled, without being bound to pay any compensation under the heading thereof and without prejudice to its further rights, with immediate effect and without judicial recourse, to cancel the contract with the Buyer if:
- a) the Buyer is subject to a moratorium on payment or is bankrupt, or is at risk of such, or any part of its assets are attached;
  - b) the Buyer passes away or ceases its activities, decides to liquidate or otherwise loses its legal personality, without prejudice to Houcon's right to additional or replacement compensation.
- 17.4 Houcon and companies affiliated with it have the right to set off claims on the Buyer against debts owed to the Buyer, including when the claims and/or debts are not yet due or eligible for immediate



settlement. Houcon furthermore has the right to set off debts to the Buyer against debts of the Buyer to the companies affiliated with Houcon, even if the claims are not yet due or eligible for immediate settlement.

#### **18. Transfer of rights and obligations**

- 18.1 Houcon is entitled to transfer rights and/or obligations under the heading of the contract to third parties.
- 18.2 Unless otherwise agreed the Buyer can only transfer the rights and/or obligations under the heading of the contract to third parties with Houcon's prior written consent. Houcon can make this consent subject to conditions.
- 18.3 The Buyer undertakes to assign any claim(s) he may have on the insurance company to Houcon on Houcon's first request.

#### **19. Language**

- 19.1 These Conditions have been drawn up in Dutch and translated into English. In disputes relating to the interpretation of these Conditions the Dutch text prevails.

#### **20. Miscellaneous**

- 20.1 If a provision of these Conditions is unenforceable or void this shall not have any effect on the validity of the other provisions laid down in these Conditions. The Conditions shall in such case be interpreted as if the unenforceable or void provision does not form part of this contract.

#### **21. Lapsing of claims**

- 21.1 All claims on Houcon shall in any event lapse due to the passing of six months (6) after the date of the contract.

#### **22. Applicable law**

- 22.1 The legal relationship between Houcon and the Buyer is governed by Dutch law, with the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention).

#### **23. Competent court**

- 23.1 All disputes ensuing from or connected with these Conditions or the contract(s) between Houcon and the Buyer shall (i) if the Buyer is based in a member state of the European Union, exclusively be adjudicated by the District Court of Rotterdam and (ii) if the Buyer is based outside of the European Union, exclusively be adjudicated by means of Tamara arbitration in Rotterdam

### **ADDITIONAL CONDITIONS RELATING TO CONTRACTING FOR WORK/ASSIGNMENTS**

#### **24. Intellectual property rights**

- 24.1 Unless otherwise agreed in writing, Houcon retains the copyright and all rights of industrial property in respect of the offers made by it, designs furnished, illustrations, drawings, (test) models, software, etc.
- 24.2 The rights to the details referred to in paragraph 1 remain Houcon's property regardless of whether the Buyer has been charged costs for the production thereof. Without Houcon's prior explicit written consent these details may not be copied, used or shown to third parties. The Buyer owes Houcon a penalty of € 25,000 per breach of this provision. This penalty can be claimed in addition to compensation on the basis of the law.
- 24.3 The Buyer must return the details furnished to him as referred to in paragraph 1 upon first request within the time period stipulated by Houcon. In the event of breach of this provision the Buyer shall owe Houcon a penalty of € 1,000 per day. This penalty can be claimed in addition to compensation on the basis of the law.



**25. Advice, designs and materials**

- 25.1 The Buyer cannot derive rights from advice and information which he gets from Houcon if they do not directly relate to the assignment.
- 25.2 The Buyer is responsible for the drawings, calculations or designs made by him or on his behalf and for the functional suitability of materials prescribed by him or on his behalf.
- 25.3 The Buyer indemnifies Houcon against every claim of third parties with regard to the use of drawings, calculations, designs, materials, samples, models and the like furnished by or on behalf of the Buyer.
- 25.4 The Buyer may inspect the materials which Houcon wants to use before they are processed at his own expense. If Houcon suffers loss in consequence hereof, the loss is at the Buyer's expense.

**26. Execution of the assignment not possible**

- 26.1 Houcon has the right to suspend the performance of its obligations, if due to force majeure it is temporarily prevented from performing its obligations.
- 26.2 Circumstances which Houcon did not expect and which are outside of its area of influence include, inter alia the circumstance that suppliers and/or subcontractors of Houcon do not perform their obligations or do not perform their obligations in time, the weather, earthquakes, fire, loss or theft of equipment, the loss of materials to be processed, road blockades, strikes or work interruptions and import or trade restrictions.
- 26.3 Houcon is no longer entitled to suspend performance if the temporary impossibility of performance has lasted more than six months. The contract can only be cancelled after the end of this time period and only in respect of that part of the obligations which have not yet been performed. In such case the parties are not entitled to compensation of the loss suffered as a consequence of the cancellation.

**27. Scope of the work**

- 27.1 The Buyer must ensure that all permits, dispensations and other administrative decisions which are necessary to carry out the work have been obtained in time.
- 27.2 The price of the work does not include:
  - a) the costs for ground, pile-driving, milling, breaking and foundation work, brickwork, carpentry, stucco work, paint work, wallpapering, repair or other structural work;
  - b) the costs of connecting gas, water, electricity or other infrastructural facilities;
  - c) the costs of preventing or limiting damage to goods present to, on or at the work;
  - d) the costs for removal of materials, building materials or waste;
  - e) travel and accommodation costs.

**28. Changes in the work**

- 28.1 Changes in the work shall in any event result in contractual variations if:
  - a) there is a change in the design or the specification(s);
  - b) the information furnished by the Buyer does not correspond with reality;
  - c) there is a deviation of more than 10% from estimated quantities.
- 28.2 If more work is carried out than was contractually agreed, the charge for the extra work shall be on the basis of the value of the price-determining factors which apply at the time that the additional work is carried out.

If less work is carried out than was contractually agreed, this shall be settled on the basis of the value of the price-determining factors which applied at the time the contract was made.

- 28.3 If the total of the work which was less than what was contractually agreed exceeds the total of the work which was more than was contractually agreed, in the final settlement Houcon may charge the Buyer 10% of the difference between the two totals. This provision does not apply in respect of work which was less than contractually agreed as a result of Houcon's request.



## **29. Execution of the work**

- 29.1 The Buyer shall ensure that Houcon can carry out its work without disruption and at the agreed time and that it shall have the necessary facilities for the execution of this work, such as:
- gas, water and electricity;
  - heating;
  - lockable dry storage area;
  - facilities prescribed on the basis of the Dutch Occupational Health and Safety Act and regulations.
- 29.2 The Buyer is liable for all loss, inter alia as a result of loss, theft, fire or damage to goods of Houcon, of the Buyer and/or of third parties, such as equipment and materials intended for the work, which are located at the place where the work is carried out or at another agreed place.
- 29.3 If the Buyer does not perform his obligations as described in the preceding paragraphs and consequently delay arises in the execution of the work, the work shall be executed as soon as the Buyer does perform all his obligations and Houcon's planning permits this. The Buyer is liable for all loss ensuing for Houcon from the delay.

## **30. Completion of the work**

- 30.1 The work shall be deemed completed when:
- a) the Buyer has approved the work;
  - b) the Buyer has taken the work into use. If the Buyer takes a part of the work into use, that part shall be deemed completed;
  - c) Houcon has informed the Buyer in writing that the work has been completed and the Buyer has not stated in writing within 14 days after the notice whether or not the work has been approved;
  - d) the Buyer does not approve the work on the basis of minor defects or missing parts which can be repaired or delivered within 30 days and which do not stand in the way of taking the work into use.
- 30.2 If the Buyer does not approve the work he is obliged to inform Houcon thereof in writing, setting out the reasons therefore.
- 30.3 If the Buyer does not approve the work he shall give Houcon the opportunity to complete the work again. The provisions of this article shall apply to the newly completed work.
- 30.4 The Buyer indemnifies Houcon against claims of third parties for damage to uncompleted parts of the work caused by the use of parts of the work which have already been completed.

## **31. Guarantee**

- 31.1 Houcon guarantees the proper execution of what was agreed for a period of six months after completion/delivery.
- 31.2 If the agreed performance is comprised of contracting for work, Houcon guarantees the quality of the delivered construction and the material used for the time period set out in paragraph 1, provided Houcon was free in the choice thereof.

If it turns out that the delivered construction and/or the material used is not of good quality, Houcon shall repair or replace it. The parts which are repaired or replaced by Houcon must be sent to Houcon free of charge. Dismantling and assembly of these parts and any travel and accommodation costs are at the Buyer's expense.

- 31.3 If the agreed performance is (in part) comprised of the processing of material supplied by the Buyer, Houcon guarantees the quality of the executed processing for the time period set out in paragraph 1. If it turns out that processing was not properly executed, Houcon shall elect whether it shall:
- execute the processing again. In such case the Buyer must supply new material at his expense;
  - rectify the defect. In such case the Buyer must send back the material to Houcon free of charge;
  - credit the Buyer for a proportionate part of the invoice.



31.4 If the agreed performance is comprised of the delivery of goods Houcon guarantees the quality of the delivered goods during the time period referred to in paragraph 1.

If it turns out that the goods were not of good quality, the goods must be sent back to Houcon free of charge. Thereafter Houcon shall make the choice whether it shall:

- repair the goods;
- replace the goods;
- credit the Buyer for a proportional part of the invoice.

31.5 If the agreed performance is (partly) comprised of the installation and/or assembly of delivered goods Houcon guarantees the quality of the installation and/or assembly during the time period mentioned in paragraph 1.

If it turns out that the installation and/or assembly has not been executed properly, Houcon shall rectify this. Any travel and accommodation costs are at the Buyer's expense.

31.6 The manufacturer's guarantee applies to those parts for which the Buyer and Houcon have explicitly agreed such in writing. If the Buyer has had the opportunity to adjudicate the content of the manufacturer's guarantee it shall take the place of the guarantee on the basis of this article.

31.7 The Buyer must in all cases give Houcon the opportunity to rectify a defect and/or execute the processing again.

31.8 The Buyer can only base a claim on guarantee after he has performed all his obligations to Houcon.

- a) No guarantee is given if defects are the result of:
  - normal wear and tear;
  - inexpert use;
  - maintenance not executed or maintenance which was wrongly executed;
  - installation, assembly, alteration or repair by the Buyer or by third parties.
- b) No guarantee is given in respect of delivered goods which were not new at the time of delivery or in respect of goods which have been prescribed by the Buyer or which were delivered by him or on his behalf;
- c) No guarantee is given in respect of the inspection and/or repair of goods of the Buyer.