

GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT OF DRÄGER NEDERLAND B.V.

Filed with the Chamber of Commerce in The Hague on July 4, 2013, under number 27012085

PART A: General Terms & Conditions relating to Equipment and Services

I Definitions

In these general terms & conditions (the "**Conditions**") the following will mean:

- **Dräger**: the company Dräger Nederland B.V. (also trading under the names Unisafe Marine Firefighting & Safety Equipment, Dräger Safety Marine & Offshore and Dräger Marine Service Center) and all companies affiliated with these companies, insofar as these companies have stated that the Conditions apply;
- **Customer**: any natural person, partnership, corporation, legal person or other entity that purchases Services or Products from Dräger or with whom Dräger enters into, or negotiates about the establishment of, an Agreement;
- **Agreement**: any agreement established between Dräger and Customer, any Quotation or other related offer, modifications or additions thereto, as well as all legal and other dealings, in preparation and execution of said agreement;
- **Quotation**: any quotation issued to the Customer by or on behalf of Dräger;
- **Services**: all services and/or activities that are the object of an Agreement, such as assembly, installation, adjustment, calibration and commissioning of Equipment, as well as Maintenance (as defined in Part D of these Conditions);
- **Equipment**: any equipment that is supplied by Dräger or in relation to which Services are performed by Dräger and thus constitute the object of an Agreement, and which can be divided into (i) Installations and (ii) Products;
- **Installation**: a complete system aimed at the safety of people; and
- **Product**: any Goods that are not an Installation, including software.

II Applicability of the Conditions

1. These Conditions are part of all Agreements and are applicable to all legal and other dealings of Dräger and the Customer. In addition, for Agreements governing the supply of Equipment (Installations and Products), or on the basis of which Dräger performs services, the following specific Conditions apply, included below in Part B, C and D. Although these specific Conditions apply only to Agreements governing the provision of Equipment or Services, the Customer declares to be familiar with these specific Conditions and shall not in any way object to the fact that Dräger employs these specific Conditions.
2. In the event of a dispute over the interpretation of these Conditions, the Dutch text of the Conditions shall prevail.
3. The applicability of conditions or stipulations of the Customer are explicitly rejected by Dräger.

III Quotations and establishment Agreement

1. Quotations or bids do not bind Dräger and apply only as an invitation to place an order. The Customer may derive no rights from manifest clerical errors and/or mistakes in the Quotation.
2. Sources provided in the context of the Agreement by Dräger such as price lists, brochures, catalogues, hand-outs and other information bind Dräger only to the extent that these sources are referred to explicitly in the Agreement.
3. An Agreement is established as soon as Dräger accepts an order from the Customer by means of an order confirmation. The order confirmation is deemed to represent the Agreement correctly and completely and supersedes and replaces all prior written and oral Quotations, proposals, correspondence, agreements and communications. For Agreements for which Dräger does not send an order confirmation due to their nature or extent, the Agreement is established at the start of the implementation of the Agreement by Dräger.
4. The Agreement is concluded for an indefinite period, unless the content or scope thereof results in it being concluded for a specific period of time.
5. The verbal or written acceptance of your order with Dräger will be cancelled if it emerges that your company or people connected with your company or the end user appears or appear on the UN sanction list or on the European terror list or is or are included in the NCTb terror database.

IV Amendments and additions

1. Amendments or additions to these Conditions or the Agreement are effective only if and insofar as they are recorded in writing by Dräger and apply only for that particular Agreement.
2. A complete or partial modification of the Agreement and/or the Conditions may take place only after written confirmation from Dräger.
3. In the event of such an amendment, Dräger is authorised to charge the Customer for the attendant costs and to redetermine any delivery times relating to their obligations under the Agreement.

V Delivery period and delivery

1. The delivery period is the period stipulated in the Agreement, within which the Equipment and/or Services must be delivered. Unless otherwise agreed, this period shall start running from the last of the following dates:
 - a. the date of the conclusion of the Agreement;
 - b. the date on which all of the (technical) data necessary for the implementation of the Agreement and documents that must be made available to Dräger (such as drawings and designs) and such have been obtained and/or processed by Dräger;
 - c. if an instalment plan is agreed prior to the start of a Service, the date on which Dräger received this instalment payment.
2. If the Customer leaves unpaid any amount due to Dräger after it has become due, Dräger has the right to suspend delivery of its Equipment or Services for the period of the delay in the payment.

3. Dräger is obliged to observe the agreed delivery period wherever possible. The agreed delivery periods are however not strict deadlines. Should Dräger anticipate that delivery is not possible within the agreed period, Dräger will inform the Customer of this as soon as possible and enter into dialogue with the Customer about the consequences.
4. If delivery cannot take place within the agreed time limit as a result of a request of the Customer, or the Customer fails to fulfil its obligations in a timely manner or does not allow Dräger to fulfil its obligations on time under the Agreement, Dräger is entitled to demand payment of the unmet payment periods at the times these periods would have become due in the event of timely delivery.
5. In the event of transgression of the delivery period, the Customer will not be entitled to any compensation in this respect. Neither will the Customer in this case be entitled to rescission of the Agreement, unless the transgression of the delivery period is such that the Customer cannot reasonably be expected to continue to honour the relevant section of the Agreement. The Customer is then entitled to terminate the Agreement to the extent that this is strictly necessary. In no case shall the Customer be permitted to suspend their obligations under the Agreement or refuse purchase of the Equipment or Services.
6. Where Equipment and/or Services are not purchased by the Customer within the delivery period, or if the Customer fails to respect an agreed call-off period, Dräger is entitled to charge the Equipment and/or Services to the Customer and store the Equipment, or have them stored, at its own discretion. If storage exceeds a period of three months, Dräger is entitled to charge a storage rate of 10%. Moreover, in the event of late purchase or call-off by the Customer, Dräger is entitled to either demand payment for fulfilment of the Agreement by the Customer, or to terminate the Agreement without requiring any notice of default or recourse to legal action, without prejudice to the right to claim damages.
7. Dräger may deliver in parts (partial deliveries) and charge these partial deliveries separately to the Customer. The Customer must pay the individual invoices in accordance with the provisions of Part A, Article VII of these Conditions.

VI Pricing

1. Prices are in euros and, in principle:
 - a. based on the prevailing conditions at the time of the Quotation, or if no Quotation was issued, at the time of the Agreement, such as the official exchange rate, current purchase prices, the amount of Equipment or Services to be supplied, wages, labour, social security contributions & government taxes, transport costs, insurance premiums and other costs;
 - b. excluding VAT, import / export duties and all other taxes, levies and duties;
 - c. excluding the costs of packing, loading and unloading, waste disposal fees, transport, shipping and insurance;
 - d. excluding the costs of assembly, installation, adjustment, setting, calibration and commissioning.
2. Dräger is authorised to call in third parties for the performance of the Agreement and to charge the Customer for costs stemming from this in accordance with the rates specified in the Agreement.
3. Dräger has the right to adjust prices in the event of a change of circumstances (referred to in section 1a of this article) that determine the cost price, taking into account applicable legal requirements. Future price increases that are known to Dräger at the time of the conclusion of the Agreement, must be mentioned at the conclusion of the Agreement.
4. An increase in prices under section 2 of this article does not affect the payment periods agreed with Customer.
5. If the price for the supply of Equipment or Services does not exceed the minimum order value, Dräger is entitled to charge the Client handling costs.

VII Payment terms

1. According to what is agreed, the price for the supply of Equipment and/or Services by Dräger can be invoiced to the Customer in one or in several periods. In the latter case, the following shall apply:
 - a. 30% of the total price will be invoiced at the time of conclusion of the Agreement;
 - b. 60% of the total price will be invoiced after the commencement of assembly work;
 - c. 10% of the total price will be invoiced after delivery.
2. The Customer must pay invoices without deduction of charges or discounts in the manner specified in the invoice and in accordance with a payment term of 30 days. The Customer is not entitled to set off or suspend a payment.
3. Each payment by the Client serves - if applicable - in the first place to settle the interest payable to Dräger, the collection costs and administrative costs, and subsequently to settle the outstanding receivables in order of age, starting with the oldest outstanding receivable.
4. If Dräger believes it is likely that the Customer will fail to fulfil their payment obligations, or pay late, Dräger is entitled to demand payment in advance or a security of payment.
5. If the Customer fails to settle an invoice within no later than eight days after its due date, the Customer is in default. In that case, without a warning or notice being required, the Customer is required to pay the statutory interest over the outstanding amount over the period from the due date of the relevant invoice. If the Customer is in default with regard to Dräger, they are required to fully indemnify Dräger for any extra judicial and judicial costs.

VIII Contract variations

1. If Customer wishes to make additions or changes to the Services and/or Equipment that Dräger is required to supply under the Agreement and Dräger is of the opinion that the Agreement is thereby increased or extended, then there is a question of additional work, also if a fixed price was agreed previously.
2. Dräger will inform the Customer as soon as possible about the existence of additional work and its impact on the price at which and the period within which the Equipment and/or Services can be supplied. If the cost of the additional work does not exceed 10% of the originally agreed price for the delivery of the Equipment and/or Services, the Customer is deemed to agree with the performance of the additional work and any associated costs and other consequences, unless they submit a written objection immediately after notice by Dräger.
3. Costs associated with changes requested by the Customer in the performance of the Agreement or due to delay in delivery or changes in circumstances on the part of the Customer, are charged on as additional work where reasonable.

IX Force majeure

1. If Dräger breaches its obligations towards the Customer, as a result of a non-attributable shortcoming (force majeure), the fulfilment of said obligations is suspended for the duration of the force majeure. If Dräger wishes to appeal to force majeure, they shall inform the Customer of this as soon as possible.
2. Force majeure is taken to mean any circumstance independent of the will of Dräger, hindering - wholly or partially - the fulfilment of its obligations to the Customer, or which make it unreasonable to assume that Dräger will be able to fulfil its obligations, regardless of whether this circumstance was foreseeable at the time of entering into the Agreement. These circumstances include: the improper performance of obligations by third parties called in by Dräger, defects in objects, equipment, software or materials from third parties, government measures, power failure, failure of Internet service providers, computer or telecommunications facilities, war, strike, general transport problems, the unavailability of one or more members of staff, terrorist attacks and occupations, epidemics and pandemics, a financial crisis and the failure of the payment network of banks.
3. If a force majeure lasts longer than ninety days, either party has the right to terminate the Agreement. In this case the Customer is not entitled to any damages.

X Liability

1. Without prejudice to the provisions in Section B, Article IV (Inspection and Complaints) and Article V (Guarantee) of these Conditions, the liability of Dräger is limited to compensation for direct damages up to the amount for which liability exists, on the basis of the (liability) insurance taken out by Dräger, multiplied by the amount of the excess that is borne by Dräger under the policy conditions in the relevant case. In any case, the contractual and legal liability of Dräger is always limited to what was paid for the Equipment or Services out of which the liability arose.
2. Dräger is not responsible for:
 - consequential or indirect damages;
 - damage from lost profits, through lost savings, business stagnation or loss of goodwill;
 - damage by external causes, such as theft, fire, explosion, water and storm damage, etc.;
 - damage resulting from claims by clients or customers of the Customer;
 - damage relating to the use of equipment prescribed by the Customer to Dräger, including but not limited to: facilities, tools, machinery, materials or data, information or software from third parties;
 - damage relating to the engagement of suppliers prescribed by the Customer to Dräger;
 - damage caused by the breach by the Customer of statutory safety regulations, lack of statutory measures or safety measures stipulated by Dräger or failure to observe conditions of use prescribed by Dräger;
 - damage to or loss of equipment, information or documents that the Customer has sent to Dräger in connection with the performance of the Agreement.
3. The exclusions and limitations of the liability of Dräger, as described in this article, do not affect the other exclusions and limitations of liability of Dräger under these Conditions.
4. The exclusions and limitations in section 1 to section 3 of this Article laps if and insofar as the damage is caused by intent or conscious recklessness on the part of or attributable to Dräger. The provisions of section 1 to section 3 of this article shall not prejudice the liability of Dräger under Title 3, Section 3, Book 6 of the Dutch Civil Code (Product liability).
5. The Customer shall indemnify Dräger for all damages resulting from claims of third parties due to the use of or defect in Equipment supplied by Dräger to third parties, unless the damage was caused by gross negligence or intent of Dräger.
6. The provisions of this Article and all other restrictions and exclusions of liability specified in these Conditions are also valid in favour of all natural and legal persons that Dräger employs for the performance of the Agreement and in favour of the group to which they belong.
7. As regards Equipment and Services that Dräger has obtained from third parties, the provisions applicable to the agreement in question also apply to the Agreement, if and insofar as Dräger appeals to them. Dräger is not liable for damages resulting from the provision of Services or in connection with equipment supplied by third parties or Equipment that include equipment supplied by third parties.
8. Any claim that the Customer may have against Dräger lapses by the simple passage of twelve months after the origin of such claim and in any case after three years have passed after delivery by Dräger, whatever the legal basis of the claim.

XI Permits

1. The Customer is required to ensure that all permits, concessions, licenses, authorisations, etc., required to enable Dräger to fulfil its obligations under the Agreement, are obtained on time and in the correct form. The costs associated with obtaining such permits, concessions, licenses, authorisations, etc., will be borne by the Customer.
2. The absence of any permit, concession, license, authorisation, etc., as referred to under Section 1 of this Article is seen as an attributable shortcoming on the part of the Customer. The Customer is responsible for all direct and indirect damage caused by the absence of any permit, concession, license, authorisation, etc., and indemnifies Dräger against claims and demands relating to such damage.

XII Intellectual or industrial property rights

1. All intellectual and industrial property rights relating to the Products developed or supplied by Dräger for the Customer, including but not limited to, software, databases, schedules, equipment, set-ups, installations, solutions, analyses, technical descriptions, documentation, reports, Quotations, as well as associated preparatory material, and all information supplied to the Customer relating to the Agreement including, but not limited to brochures, catalogues, price lists, hand-outs, correspondence and digital storage media and all associated data in the form of, among other things, designs, drawings/illustrations, plans, ideas, models, samples, tables, diagrams, databases or calculations, are exclusively vested with Dräger, its licensors or its suppliers. Unless otherwise agreed, the Customer shall acquire only the rights of use expressly granted to them under these Conditions and the law. These rights of use are non-exclusive and not transferable to third parties. Any other or further right of the Customer is excluded.
2. The Customer is prohibited to copy, or reproduce, in whole or in part, and/or to share with third parties in any way whatsoever, and/or to let third parties use, and/or to sell or make available, information as specified in paragraph 1 of this Article. The Customer

is also obliged to impose this prohibition on any persons they might employ, any temporary staff or similar individuals. The Customer may only use said information to the extent necessary for the fulfilment of the Agreement. At first request by Dräger and if the Agreement is not concluded or is dissolved or terminated, the Customer must return all of this information to Dräger immediately.

3. In the unlikely event of Goods supplied to the Customer by Dräger being found to infringe on a law of industrial and intellectual property of a third party based in the Netherlands, and the Customer is called to account in that regard, the Customer is obliged to immediately inform Dräger of this in writing. In that case, Dräger may at their own choice, choose either to modify the Goods in such a way that they no longer infringe, or to provide replacement Goods that do not infringe, or refund the cost price of the Goods to the Customer after the Goods have been returned, with the deduction of a reasonable fee for the period that the Customer had the Goods at their disposal. For infringement of a right of industrial or intellectual property established outside the Netherlands, the Customer has no claim against Dräger.
4. Dräger is not liable for the infringement of any right of intellectual or industrial property or any other exclusive right which is the result of:
 - any change in or to Goods supplied by or on behalf of Dräger without the intervention of Dräger;
 - any application of such Goods unlike that which Dräger has prescribed or which Dräger assumed;
 - integration with or use or application of Equipment in combination with equipment not sold and supplied by or on behalf of Dräger.

XIII Termination, default and rescission

1. Unless it concerns an Agreement for a fixed term, Dräger and the Customer may at any time terminate the Agreement in writing subject to a period of notice of 3 months. In the event of termination by the Customer, the Customer is required to compensate Dräger for all costs associated with Agreement. Dräger is in no way obligated to compensate the Customer for any damages.
2. In the event the Customer is in default, Dräger may, without judicial intervention, fully or partially dissolve the Agreement without prejudice to the power to claim performance.
3. In case of dissolution, Dräger is not liable for damages.
4. Dräger may dissolve the Agreement with immediate effect without serving notice if the Customer is declared bankrupt or (temporary or permanent) suspension of payments is granted, and also in the event of attachment of (a part of) the assets of the Customer, or (a part of) the company of the Customer is liquidated or terminated.
5. If a party dissolves the Agreement under the provisions of this Article, the amounts that the Customer owes Dräger at the time of rescission are immediately due and payable as well as the amounts payable in respect of any associated interest and costs, without prejudice to the right of Dräger (i) to claim damages, (ii) to invoke the reservation of ownership and (iii) to take legal and other measures and appeal to other rights due to them.

XIV Right of lien and company formation

1. Dräger has a lien on equipment of the Customer in their custody, regardless of cause or reason, as long as the Customer has not met all of its obligations towards Dräger.
2. If Dräger exercises its lien, the Customer has no right to any compensation in case of damage to or total or partial destruction or loss of the equipment.
3. If the Customer forms a new company using, among other things, goods supplied by Dräger, the Customer creates the newly formed company for Dräger until the Customer has fulfilled all its obligations under the Agreement towards Dräger. Until then, Dräger has all rights as owner of the formed company.

XV Confidentiality

Parties shall undertake to keep confidential all sensitive information that they shall have obtained in the performance of the Agreement. Without the consent of the other party, Dräger and the Customer undertake that they shall not use any information that they shall have obtained in the performance of the Agreement for a purpose other than for which it was obtained.

XVI Validity

If one or more of the articles of these Conditions is declared inapplicable by a judge, the remaining provisions will continue in full force. Parties undertake to replace a non-binding article by an article that is binding and that deviates as little as possible from the non-binding article.

XVII Governing Law and Disputes

1. These Conditions and the Agreement are governed by the laws of the Netherlands. The applicability of the Vienna Sales Convention 1980 and of title 1 of book 7 of the Dutch Civil Code is excluded.
2. Disputes arising from or related to these Conditions and the Agreement will be submitted to the competent court in The Hague, all this without prejudice to the right of Dräger to attachment or to take other provisional measures, or have them taken, at such locations and before such courts as Dräger sees fit.

PART B: Specific Provisions relating to Equipment

I Applicability

The provisions in Part B of these Conditions form a supplement to Part A of these Conditions in respect of Equipment, unless expressly deviated from below.

II Risk

The risk with respect to the Equipment to be supplied to the Customer by Dräger shall pass to the Customer when it is loaded for transport to the agreed place of delivery.

III Delivery

1. The time of delivery is the moment when the Equipment leaves the warehouse of Dräger, or if inspection has been agreed, or shipment is not possible for reasons not attributable to Dräger, the moment when the Equipment is ready for shipment or inspection.
2. Dräger shall notify the Customer as soon as possible in writing of the time and place of delivery and the Customer will purchase the Equipment as soon as possible and no later than within 10 working days after notification.

IV Inspection and complaints

1. The Customer is required to notify Dräger of any defects, faults and damages within 24 hours after delivery, failing which the Equipment is deemed to have reached the Customer in good condition, complete and without damage.
2. Defects that could not reasonably have been identified within the period established under Section 1 of this article, must be reported within 2 weeks after discovery at the latest, and in any event within 12 months after delivery.
3. After detecting any defect, the Customer is obliged to immediately stop the use, modification, processing and/or installation of the relevant Equipment and to also do everything reasonably possible to prevent any further damage.
4. Complaints will only be accepted if the nature and grounds thereof have been accurately reported to Dräger. The Customer may derive no rights from the handling of a complaint.
5. The Customer undertakes to provide all necessary cooperation required to investigate the complaint, among other things by enabling Dräger to set up, or have set up, an investigation into the conditions of use, modification, processing and/or installation of the Equipment. If the Customer does not cooperate, or the investigation is otherwise not possible/no longer possible, the complaint will not be accepted and the Customer can make no claim in this matter.
6. If the Customer complains, in a timely, correct and justified manner about defective Goods, the liability arising therefrom for Dräger is limited to the obligations defined in this Part B, Article V, paragraph 3 of these Conditions, taking into account the other provisions of these Conditions.
7. If Dräger considers a complaint with regard to certain Goods to be well founded, Dräger is only obliged to replace or repair the Goods in accordance with the following provisions under Part B, Article V of these Conditions. Furthermore, the Customer has no right to any compensation.
8. The Customer is not entitled to suspend the fulfilment of its obligations under the Agreement based on a submitted complaint.
9. Return to Dräger of the Equipment or a part thereof, for whatever reason, is only possible for stock and/or standard equipment whose delivery took place no longer than 6 weeks prior to the return and after prior written consent and shipping instructions from Dräger. Goods must be returned along with any accessories and in original packaging including all accompanying documents. Returns must be offered postage paid. Dräger is entitled to charge return costs with a maximum of 20% of the total amount of the purchase price.

V Warranty

1. Subject to the provisions of these Conditions, Dräger guarantees the soundness of the materials used, the properties defined in the Agreement and related proper operation of the delivered Equipment at the time of delivery. The Agreement is performed by Dräger to the best of its ability and in accordance with the requirements of good craftsmanship. Advice, guidance, instructions, information and suggestions given by Dräger about the placement and/or use of Equipment or parts thereof shall not guarantee results.
2. For new Equipment, the warranty is valid for a period of one year from the date of delivery of the Equipment to the Customer. Warranty for equipment purchased by Dräger from third parties is only given if and insofar as this third party grants warranty. For consumables there is no warranty if the Goods have already been used or partly used at the time of appealing to the Warranty.
3. In respect of Equipment that was complained about in a timely manner in accordance with Part B, Article IV of these Conditions, Dräger is entitled to, at its own discretion, replace Equipment, or parts of Equipment, by new Equipment or parts, or to decide to apply improvements or repairs to remedy defects in this Equipment or in parts thereof. The warranty on performed repairs or improvements covers a period of 3 months from the date of repair or improvement.
4. Where appropriate and at the request of the Customer, Dräger will perform the assembly of the Equipment in the context of the Warranty against a fee in accordance with the provisions of Part D, Article 6, Section C1 of these Provisions. Equipment, or parts of Equipment, replaced by Dräger become the property of Dräger.
5. The Customer, under penalty of forfeiture of any warranty, is required to give Dräger the opportunity to perform the work specified by the warranty. Changes and/or repairs made to the Equipment by the Customer, or by third parties engaged by the Customer, without the consent of Dräger exempt Dräger from its warranty obligations.
6. The warranty excludes: defects (i) to designs, data and plans derived from the Customer or third parties, (ii) as a result of material and/or equipment and/or software and/or other products not supplied by Dräger and/or assembled and/or installed or the application of which is prescribed by the Customer, or (iii) defects caused by external causes.
7. The warranty excludes: normal wear and tear and damage caused by abnormal circumstances such as electrolytic operations, chemical staining in the broadest sense or overload. The warranty also excludes all damage and defects due to improper preparation, improper handling or improper maintenance by the Customer or damage and defects caused by use of the Goods by the Customer in contravention of legal or government-required safety and/or environmental standards, the (manufacturers) instructions or operating instructions or for other purposes than the Goods were intended for.

8. If it appears that the Equipment sent to Dräger for correction or repair does not display any defects, the Customer will bear all costs incurred by Dräger in connection therewith.
9. By fulfilling the warranty obligation, Dräger fully satisfies its obligations and, except for where specified in these Conditions, the Client is not entitled to further compensation, or compensation for damages, or rescission or termination of the Agreement.

VI Reservation of Ownership

1. Subject to the provisions of Part B, Article II of these Conditions regarding the risk and the transfer thereof, all Equipment supplied by Dräger remains the property of Dräger until the Customer has paid everything, that they owe to Dräger based on any Agreements, including all interest and costs.
2. In case of non-payment of a payable and due amount by the Customer to Dräger no later than eight days after the due date of the relevant invoice, and furthermore, if the Agreement is terminated, Dräger is entitled to recover the Equipment for which the reservation of ownership applies as property, and to take, or have taken, any related necessary action, to settle any payments already paid in respect of the Equipment and without prejudice to the right of Dräger to demand compensation for any damages suffered.
3. The Customer is only entitled to sell, supply or use Equipment for which a reservation of ownership applies in favour of Dräger in the context of ordinary activities. No security right may be established on the Equipment and the Customer shall not perform any operations in respect of the Equipment that would result in it becoming a part or component of any other equipment. If Equipment is supplied to a third party which is subject to a reservation of ownership in favour of Dräger, the Customer is obliged to itself reserve ownership of this Equipment and on the first request by Dräger cede all debtor's assets of the Customer, up to the amount due, to Dräger.
4. If and so long as Dräger is the owner of the Equipment, the Customer shall immediately notify Dräger if the Equipment threatens to be seized or is seized, or any other claim is made to the Equipment or any part thereof. In addition, the Customer undertakes to inform Dräger at Dräger's first request where the Equipment is located.
5. In the event of attachment, suspension of payments, or provisional suspension of payments, or bankruptcy, the Customer will immediately inform the attaching bailiff, receiver or trustee of the property rights of Dräger. Customer warrants that a seizure of the Equipment will promptly be lifted.
6. At the first request of Dräger, the Customer is required to:
 - mark all Equipment for which a reservation of ownership applies as the property of Dräger;
 - insure and keep insured all Equipment for which a reservation of ownership applies against theft, fire, explosion and water damage, and provide Dräger with access to the relevant insurance policy and/or policies;
 - provide all necessary cooperation in the establishment of a right of distraint with regard to Dräger on all claims that the Customer has with respect to its insurance company under the aforementioned insurance policy and/or policies;
 - fully cooperate with any reasonable request from Dräger to protect its property that does not unreasonably impede the Customer in the normal course of business.
7. To the extent that the Customer has not paid the agreed price for the Equipment, the Customer, if he has supplied the Equipment supplied by Dräger to a third party, is obliged to, at the first request of Dräger, provide all necessary cooperation in the establishment of a lien in favour of Dräger on all claims of the Customer on said third parties arising from said delivery to third parties, without prejudice to other rights of Dräger under the Agreement or the Law.

PART C: Specific Provisions relating to Installations

I Applicability

The provisions in Part C of these Conditions form a supplement to Parts A and B of these Conditions in respect of Installations, unless expressly deviated from below.

II Risk

The risk with respect to the Installation to be delivered to the Customer by Dräger shall pass to the Customer at the time of delivery or earlier commissioning of the Installation, or a part thereof, by the Customer.

III Powers Dräger

Dräger is entitled to place an advertisement board at the agreed place of delivery, displaying its trade name, and keep it there during the performance of its work, without having to pay a fee for this to the Customer. If the Installation is placed in a location already in use, Dräger will not invoke said power.

IV Delivery

1. The time of delivery is the moment of acceptance of the Installation.
2. The delivery of the Installation shall be deemed to have been completed on the first of the following moments:
 - the time at which the Customer has tested the Installation after inspection, and has failed to identify any critical attributable shortcomings;
 - the time at which eight days have elapsed from the date on which Dräger informed the Customer that the Installation is ready and the Customer (i) has failed to inspect the Installation within this period or to have tested or test, and/or (ii) has not informed Dräger about the critical attributable shortcomings in the Installation;
 - the time at which the Customer has actually started using the Installation or a part of it.
3. If any part of the Installation, without which the Installation still functions properly, cannot be delivered with the remainder of the Installation in running order - while this cannot be attributable to the Customer - acceptance of the delivery will not be suspended because of this. This also applies to small non-critical defects. Dräger shall ensure that these defects and parts are repaired or delivered as soon as possible. If a term of payment expires during acceptance, the relevant amount will be reduced by the price of the undelivered part of the Installation.
4. At the request of the Customer, Dräger undertakes to provide the Customer with the opportunity to test the Installation before acceptance in the presence of Dräger and in connection with this provide the necessary materials and services, including but not limited to electricity, gas and water free of charge, failing which the delivery time will be extended by the period that the Customer failed to meet this obligation. If during testing it is established that the Installation is not working properly, the time of delivery is suspended for the duration of the application of the required improvements.

V Payments

If the performance of the Agreement is delayed at the request of the Customer or because the Customer fails to fulfil its obligations under the Agreement on time and/or properly, or fails to allow Dräger to make the Installation ready for use, or to perform the work required for this purpose, Dräger is entitled to demand payment of the unmet payment periods at the times these periods would have become due in the event of normal performance of the Agreement.

PART D: Specific Provisions relating to Services

I Applicability

The provisions in Part D of these Conditions form a supplement to Parts A, B and C of these Conditions in respect of Services, unless expressly deviated from below.

II Definitions

- Dräger: in addition to what is defined in Part A, Article I of these Conditions, for the purpose of Part D of these Conditions this shall also mean any third parties employed to perform assembly or installation work that perform this Service for Dräger;
- Employee: the natural person who is employed by Dräger and is involved in the performance of the Services;
- Maintenance: maintenance consists of (i) the performance of inspection/monitoring on the basis of the applicable regulations and the factory specifications of Dräger or the relevant manufacturer in accordance with normal operation for periodic inspection and preventive maintenance, including the testing of Equipment for proper functioning, inspecting, testing and measuring of electrical switchgear, control and security equipment and, if necessary, readjusting or adjusting the Equipment, and unless otherwise agreed in the Maintenance Contract (ii) the remedying of malfunctions, replacing or performing repairs to parts of the Equipment, or parts of the Equipment (that are subject to wear and tear);
- Maintenance contract: the agreement between Dräger and the Customer under which Dräger is required to perform Maintenance.

III Obligations of the Customer

1. The Customer is, without requiring a fee by Dräger, obliged to ensure that Dräger is given the opportunity to provide its Services in a timely manner, without being hindered in its execution, and without being required to carry out any complementary or preparatory activities or work, which are not part of the Services. In connection with this, the Customer must provide, among other things (i) a proper access road, (ii) a lighted, dry, well-lockable space that can serve as workshop, storage space for the Equipment, storage of materials and canteen, (iii) a connection for electrical power, (iv) lighting such that the performance of the Services is possible in artificial light, (v) the ability to use hoists and scaffolding without authorisation; timely availability of the Equipment, and (vii) the presence of conduits and removal channels for pipes and drains required for the performance of the Services.
2. The Customer will let Dräger perform the Services purchased with regard to the Equipment. In case the Customer has third parties perform Services in respect of the Equipment, the warranty claims expire that the Customer has with regard to the Equipment on Dräger.
3. Dräger is entitled to charge all costs arising from non-compliance by the Customer with its obligations specified under Paragraph 1 of this Article.

IV Working Conditions and Insurance Obligation

1. The Customer declares itself to be aware of the fact that it is responsible for the care of the Employee as provided in the Dutch Working Conditions Act.
2. The Customer shall ensure in a timely manner a proper and safe workplace and good working conditions for the Employee without the Services to be performed by or on behalf of Dräger being delayed as a result of this.
3. The Customer undertakes to supply Dräger and the Employee with information in writing before starting work on the specific safety and occupational risks of the workstation, or workstations, and the working conditions where the work is performed, including any necessary personal protective equipment.
4. The Customer undertakes to, before commencement of the work, actively inform the Employee with regard to the Risk Assessment and Evaluation (RAE) employed within its company and other safety regulations.
5. If admission to the workplace requires a mandatory screening of one or more Employees, any resulting costs shall be borne by the Customer.
6. If the Employee is a victim of an industrial accident or an occupational disease, the Customer must immediately inform Dräger of this and ensure that a written report is promptly prepared. In the report, the circumstances of the accident must be documented in such a way that it is clear whether and to what extent the accident was due to the fact that insufficient measures were taken to prevent the accident or occupational disease. The Customer must submit a copy of the report to Dräger.
7. The Customer shall compensate the Employee - and indemnify Dräger against - any damages (including the actual costs of legal assistance) that the Employee suffered in within the course of his employment with the Customer, if, and insofar as the Customer, and/or Dräger are liable for this under Article 7:658 and/or Article 7:611 of the Dutch Civil Code. If the on the job accident results in death, the Customer shall compensate the damages (including actual fees and legal assistance) in accordance with Article 6:108 of the Dutch Civil Code to the persons specified in that article.
8. The Customer shall take out adequate insurance against liability under the provisions of this Article. At the request of Dräger, the Customer must provide proof of insurance.

V Scope of Services

1. The Services to be supplied also include, if and insofar as agreed, support and/or instruction to the Customer relating to the use and operation of the Equipment.
2. Unless otherwise agreed, the following work, supplies and facilities are not part of the Services to be supplied by Dräger:
 - the obligations of the Customer as specified under Section 1, Article III, Part D of these Conditions;
 - groundwork, chopping, piling, demolition work, foundation work, concrete work, carpentry, bricklaying, plastering, painting, paving and upholstery work or other additional work of any kind;
 - placing or moving the hoisting and/or lifting equipment to be used, or similar equipment and things that cannot reasonably be handled by two people;
 - the provision, setting up and removal, after completion of the Services, of scaffolding and ladders;
 - the supply of fuel, energy and auxiliary materials such as compressed air, gas, water, electricity, diesel and petrol, supply and discharge pipes, the connection points required for the performance of the Services, the provision of switchgear and safety

equipment and piping for the electric motors and/or other electrical equipment to be supplied or utilised, with the exception of starting and control resistors that are part of the electrical equipment;

- returning to good and usable condition things that have become dirty, damaged or out of adjustment or have ceased to function, unless the contamination or damage is attributable to Dräger;
- ensuring adequate lighting and, where applicable, bringing the spaces where the Services are performed to the required or desired temperature and humidity, and maintaining them, so that the Services can proceed without difficulty;
- the repair of any added parts that are not included in the maintenance programme of Dräger; and
- providing overhaul, installation and construction drawings.

VI Maintenance

A. Frequency and timing

1. Unless otherwise specified, the Maintenance Agreement is entered into for an indefinite period and starts on the date specified in the Maintenance Agreement. During the term of the Maintenance Agreement, Dräger is required to perform regular Maintenance on the Product concerned.
2. Unless it concerns a Maintenance Agreement for a fixed period, Dräger and the Customer may at any time terminate the Agreement in writing subject to a period of notice of one month.
3. Maintenance is performed on working days (Monday to Friday excluding weekends and holidays) from 08.00 am to 18.00 pm. The Customer is notified of the Maintenance time in advance in writing or by telephone.
4. The Customer may cancel a Maintenance appointment free of charge until 24 hours prior to the appointment. If the Customer has not cancelled the Maintenance appointment and Dräger is not able to or allowed to perform the Maintenance, the Customer is obliged to reimburse the resultant costs to Dräger.

B. Scope of Maintenance

1. In consultation with the Customer, the Equipment will be wholly or partly decommissioned during Maintenance.
2. Dräger will only perform repairs to the Equipment that exceed the current value of the Equipment with the consent of the Customer. Equipment, or parts of Equipment, replaced by Dräger during repairs become the property of Dräger.
3. Dräger shall not perform any Maintenance on Equipment, or parts of Equipment, which in the opinion of Dräger are not safely reachable.
4. The Customer shall provide Dräger with an auxiliary worker and approved climbing equipment in order to carry out its work, and is responsible for the transportation of the climbing equipment and provision of any necessary materials and equipment.
5. Prior to the acquisition of the Maintenance of an existing Installation not supplied and guaranteed by Dräger, Dräger will inspect the Installation and bring it to the state required by its standards for Maintenance. The costs in connection with this work are charged to the Customer.

C. Pricing & Payment

1. The Customer shall pay an annual fee for the Maintenance to Dräger. Work performed outside the Maintenance shall be borne by the Customer. The cost of this work is calculated according to material consumption and spent working time under the customary conditions and rates of Dräger as set out in the Maintenance Agreement.
2. If the composition of the Equipment is changed, the annual maintenance fee will be adjusted accordingly.
3. A reasonable fee is charged for separate invoicing of materials consumed during the preventive maintenance.
4. The annual maintenance fee specified under Section 1 of this Article is charged in accordance with the Maintenance Agreement and must be paid in advance. If the starting date of the Maintenance Agreement is other than in January, then in the first month after establishment of the Maintenance Agreement, the period from the establishment of the Maintenance Agreement until January of the next full calendar year is charged in proportion to the number of months that Maintenance will be performed.
5. The costs associated with the work performed outside of maintenance under Section 1 of this Article are charged to the Customer after completion of the Services.

D. Transfer of rights

Dräger is entitled to transfer its rights and obligations under the Maintenance Agreement to a third party.

VII Permits

The Customer must ensure the timely application for and payment of that which is due in respect of supply lines, connections, sufferance rights, licences under the Nuisance Act, licenses under the Environmental Management Act and other licenses under applicable laws relating to the environment.

VIII Complaints and Warranty

1. The provisions relating to complaints and warranty as set out in Article IV and V of Part B of these Conditions shall apply, unless the content or nature of the Services dictates otherwise. In addition to this, Dräger guarantees to perform the Services in such a way that they comply with the agreed specifications and related reasonable requirements.
2. Services in respect of equipment not delivered by or on behalf of Dräger are excluded from any warranty.

IX Recruitment of Employees of the Contractor

1. During the term of the Agreement and/or the Maintenance Agreement or within 6 months after termination thereof, the Customer is prohibited to enter into an employment relationship with an Employee.
2. If the Customer acts in breach of the provisions under Section 1 of this Article, the Customer owes Dräger a penalty of 50% of the gross annual salary of the Employee.