

ALT4 B.V.

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HEATING TERMS AND CONDITIONS OF ALT4 BV at Amsterdam & Zaandam

GENERAL

The general stipulations contained in the articles 1 up to and including 10 shall apply to all quotations by ALT4 BV and all agreements between ALT4 BV and her (potential) customers.

1. Offer and agreement

- 1.1. All offers made by ALT4 are free of engagement.
- 1.2. An agreement shall only be concluded as soon as ALT4 BV has accepted or confirmed the order to the customer in writing or as soon as ALT4 BV has taken the order in execution.
- 1.3. Standard conditions of the customer shall not apply and are expressly rejected by ALT4 BV.

2. Price, payment and lien

- 2.1. The customer shall pay all invoices according to the payment conditions mentioned on the invoice. In the absence of specific conditions, customer shall pay within 30 days after the invoice date. Payment shall take place without deduction, settlement or suspension on any account whatsoever.
- 2.2. In the event of payment in arrears, customer shall be legally in default and shall owe an immediately claimable interest of 1% per month of the amount due as of the date that he is in default of payment until the date of payment to ALT4 BV.
- 2.3 ALT4 BV shall be entitled to ask customer to furnish security for his due, and future payment obligations before carrying out any further work, even after an order already has been taken in execution. Refusal of the customer to furnish such a security shall entitle ALT4 BV to dissolve the agreement without the requirement of judicial intervention, this subject to the right of ALT4 BV to full damages according to the law.
- 2.4 ALT4 BV shall be entitled to keep goods, monies and documents on the account and risk of the customer and/or owner until all claims due to ALT4 BV with regard to customer or owner have been paid.

3 Force majeure

- 3.1. In case of force majeure ALT4 BV shall be entitled to suspend the execution of the agreement or to dissolve the agreement as desired in and out-of-court and shall not be obliged to pay any damages.

4. (Delivery-) periods

4.1. All delivery periods and/ or lead times mentioned by ALT4 BV are determined in the expectance that ALT4 BV can keep on working as foreseen at the time of the offer and the necessary materials will be delivered in time. In principle the exceeding of any period can only be a reason for damages if this has been agreed upon in advance and in writing.

5. Termination

5.1. Unless parties agree otherwise, the agreement can be terminated exclusively by dissolution and only if the other party, after being held in default soundly and in writing, imputably fails to fulfill the essential obligations by virtue of the agreement. The dissolution shall be registered by mail to the other party is required; judicial intervention shall not be necessary.

6. Cooperation by customer

6.1. The customer is obliged to comply with the safety and environmental rules, regulations, instructions and indications determined by statutory law and by ALT4 BV.

6.2. If data necessary for the execution of the agreement are not, not in time or not according to the agreement at ALT4 BV's disposal or if the customer does not fulfill his obligations in any other way, ALT4 BV shall be entitled to suspend the execution of the agreement and to charge her usual rates for the extra work deriving according to.

7. Assisting persons

7.1. ALT4 BV shall be entitled to call in third parties to execute the work.

7.2. The employees of ALT4 BV and other (legal) persons called in by ALT4 BV to execute the agreement can appeal to all means of defense which ALT4 BV could derive from the agreement made with the customer to defend her liability against the customer, as if they were a party in the agreement.

8. Warranty

8.1. The customer shall indemnify ALT4 BV against any claims from third parties with regard to any possible violation of the rights of third parties.

9. Liability

9.1

9.1.1. All operations and activities shall be at the customer's expense and risk.

9.2. ALT4 shall not be liable for any damage whatsoever towards the customer, unless the customer shall prove that the damage has been caused by fault or negligence on the part of ALT4 BV or its servants.

9.3. ALT4 BV shall not be liable for lost profit, consequential loss, and pain and suffering of customer.

9.4. In the event of damaging, loss of value or loss of the goods comprised in the order, the liability of ALT4 shall be limited to € 4,- per kilogram damaged or lost gross weight, the maximum being € 4,- per consignment.

9.5. In any event, including the event of paragraph 9.2 the liability of ALT4 towards the customer will be maximized at € 10.000,- per occurrence or series of occurrences with one and the same cause of damage.

10. Applicable law and disputes

10.1. Dutch law shall apply to the agreement between ALT4 BV and the customer.

10.2. Any disputes, which could arise between ALT4 BV and the customer with reference to the agreement made with the customer or with reference to further agreements resulting from this agreement, shall be brought before the competent Court of the province of Noord-Holland (Rechtbank Noord-Holland).

10.3. The contents of the Dutch document of these conditions shall always be decisive, irrespective of any translations ALT4 BV may have made available.

10.4 HEATING ACTIVITIES Besides the general conditions mentioned in the articles 1 up to and including 10 the following conditions shall apply for the heating and/or keeping the temperature of equipment and load by ALT4 BV on behalf of the customer.

11. Execution of the work

11.1. At the start of the agreement the customer is obliged to exclusively offer the goods to be heated up in properly closed objects. Every object shall have to have enough expansion room for the expansion of the goods and/or pressure build-up as a result of the heating, provided that the maximum legal filling degree never will be exceeded.

11.2. Unless explicitly agreed otherwise in writing, the agreement shall be entered per heating and/or keeping warm event and per object.

11.4. All costs made by ALT4 BV for urgent maintenance of the objects delivered with regard to the heating and/or keeping warm of this object shall be for the account of the customer.

11.5. The customer is obliged to inform ALT4 BV about all circumstances, which could be relevant with regard to the heating and/or keeping warm of objects, in particular, but not restricted to: a. The nature of the load; b. The technical properties of each object, including the maximum working pressure or the maximum capacity; c. The medium to be used for the heating and the working method to follow.

11.6. The customer shall have to provide properly working accessories, including temperature gauge and heating system. The temperature gauge shall have to be installed in a way that the right temperature of the load in the object will be shown, irrespective of the liquid level. ALT4 BV shall never be obliged to check the inner state of any object or the quality of the load.

12. Acceptance

12.1. When the assignment has been executed the customer shall have to sign for proper delivery of the object and the accompanying equipment. By signing without stating a motivated restriction with reference to the execution of the work, the customer declares that this has been done according to the assignment.