

General Terms & Conditions

Of:

Mechanical Field Support b.v;

Hereinafter to be referred to as: Seller

Article 1 Definitions

1. In the present general terms and conditions, the following terms are used in the sense given below, unless explicitly indicated otherwise.

Seller: the user of the general terms and conditions.

Buyer: MFS's opposite party.

Agreement: the agreement concerning the provision of services.

Article 2 General

1. The present terms and conditions shall apply to each and every offer, tender and agreement between seller and buyer, to which the seller has declared the present terms and conditions applicable, insofar as parties have not explicitly deviated from the present terms and conditions in writing.

2. The present terms and conditions shall also apply to all agreements with MFS, the execution of which calls for the services of third parties.

3. Possible deviations from the present general terms and conditions shall only be valid provided they have been explicitly agreed upon in writing.

4. The applicability of client's possible purchase or other conditions is explicitly rejected.

5. If one or more stipulations in the present general terms and conditions should be null and void or declared null and void, then the other stipulations of the present general terms and conditions shall remain fully applicable. The case ensuing, MFS and client shall enter into negotiations to agree upon new stipulations replacing the null and void conditions, or, as the case may be, the conditions declared null and void, whereby the purpose and the meaning of the original conditions shall be heeded as far as.

Article 3 Offers and Tenders

1. All offers shall be free of obligation unless the offer contains an acceptance term.

2. The offers made by the seller shall be free of obligation; they shall be valid for a period of 30 days, unless indicated otherwise. The seller shall only be bound by the offers if the acceptance thereof is confirmed in writing by the opposite party within 30 days, unless indicated otherwise.

3. The prices given in above-mentioned offers and tenders shall be exclusive of VAT and other government levies, as well as of the other expenses to be possibly made within the scope of the agreement, including shipment and administration costs, unless the seller indicates otherwise.
4. If the acceptance deviates (on secondary items) from the offer given, the seller shall not be bound by it. The agreement shall in such event not be concluded in accordance with said deviating acceptance, unless the seller indicates otherwise.
5. A compound quotation shall not oblige the seller to execute part of the assignment against a corresponding part of the given quotation.
6. Offers and tenders shall not apply automatically to future assignments.

Article 4 Execution of the Agreement

1. The seller shall execute the agreement to the best of his knowledge and ability and in compliance with the demands of proper craftsmanship, all this on the basis of the state of science as known then.
2. If and in so far required for the proper execution of the agreement, the seller shall have the right to have certain work done by third parties.
3. The buyer shall see to it that the seller shall be provided in due time with all data which the seller has said to be necessary or which the buyer must in all reasonableness understand to be necessary to the execution of the agreement. If the seller has not been provided in due time with the data necessary to the execution of the agreement, the seller shall have the right to suspend the execution of the agreement and / or to charge the buyer for the additional costs resulting from the delay at the generally accepted rates.
4. The seller shall not be liable for damage of whatever nature caused by the fact that the seller worked on the basis of incorrect and / or incomplete data provided by the buyer, unless the seller should have been aware of said incorrectness or incompleteness.
5. If parties have agreed that the agreement will be executed in stages, the seller can suspend the execution of the parts belonging to a following stage until the client has approved in writing the results of the stage prior to it.
6. If the seller or third parties engaged by the seller within the scope of the assignment do work at buyer's site or at a site designated by the buyer, the buyer shall provide the employees having to work there free of charge with all facilities desired in all reasonableness by said employees.
7. The buyer shall safeguard the seller against possible claims filed by third parties who may sustain damage attributable to client in connection with the execution of the agreement.

Article 5 Changes to the agreement

1. If it is shown during the execution of the agreement that the work to be done needs to be changed and supplemented in order to ensure its proper execution, parties shall adapt the agreement accordingly in due time and in mutual consultations.
2. If parties agree that the agreement needs to be changed or supplemented, this decision may influence the time of completion of the execution. The seller shall inform the buyer thereof as soon as possible.
3. Should the change or supplement to the agreement have any financial and / or qualitative consequences, the seller shall inform the buyer thereof in advance.
4. If a fixed fee has been agreed upon then the seller shall indicate the degree to which the change or supplement to the agreement will result in an increase of said fee.
5. Contrary to the conditions of paragraph 3, the seller shall not be able to charge additional costs if the change or supplement is the result of circumstances attributable to the seller.

Article 6 Duration of the Contract; Term of Execution

1. The agreement between the seller and the buyer shall be entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or if parties have explicitly agreed otherwise in writing.
2. If a term has been agreed to complete certain work within the term of the agreement, then this term shall never be a term to be observed on penalty of forfeiture of rights. If the term of execution is exceeded, the buyer must consequently declare the seller in default in writing.

Article 7 Fee

1. The paragraphs 2., 5. and 6. through 11. shall apply to those offers and agreements in which a fixed fee is offered or agreed upon. If no fixed fee has been agreed upon, the paragraphs 3. through 11. of the present article shall apply.
2. Parties can agree upon a fixed fee the moment the agreement is concluded.
3. If no fixed fee has been agreed upon, the fee shall be determined on the basis of the number of hours actually spent on the work. The fee shall be calculated in accordance with seller's usual hourly rates, valid for the period in which the work is being done, unless a deviating hourly rate has been agreed upon.
4. The fee and a possible cost estimate shall be exclusive of VAT.
5. With respect to assignments with duration of more than 3 months, the costs owed shall be charged monthly.
6. If the seller and the buyer agree upon a fixed fee or an hourly rate, the seller shall nevertheless be entitled to increase this fee or rate.
7. The seller shall be allowed to charge on price increases, if the seller can demonstrate that significant changes in price have occurred between the time of offer and the time of delivery with respect to, e.g., salaries and wages.
8. The seller shall furthermore be able to increase the fee when it is shown during the execution of the work that the volume of work initially agreed upon or expected when the contract was concluded, was underestimated to such a degree, and this through no fault of the seller, that the seller cannot be expected in reasonableness to do the work agreed upon for the fee initially agreed upon.
9. The Seller shall notify the buyer in writing of his intention to increase the fee or the hourly rate, whereby the seller shall communicate the volume of said increase and the date on which it shall take effect.
10. If the buyer does not wish to accept the increase in fee or hourly rate communicated by the seller, the buyer shall be entitled to terminate the agreement in writing within seven working days following the above-mentioned notification, or to cancel the assignment by the date given in seller's notification on which the change in fee or hourly rate would take effect.

Article 8 Payment

1. Payment must be made within 30 days from the date of invoice, in a way indicated by the seller and in the currency in which the statement of expenses was drawn up. Contestation of the amount of the statements of expenses shall not suspend the fulfilment of the payment obligation.
2. If the buyer fails to fulfil his payment obligation within the term of the invoice, then the buyer shall be in default by operation of law. In that event, the buyer shall owe an interest of 2% per month, unless the statutory interest rate is higher, in which case the statutory interest rate shall apply. The interest on the amount due and payable shall be calculated as from the day the buyer is in default until the moment the buyer has paid the amount in full.
3. For Domestic Parts Transactions: Except as otherwise provided in Seller's proposal or the Agreement, Buyer shall pay Seller the agreed purchase price, without right of set-off. As used herein, a "Domestic Transaction" shall mean any transaction in which both Buyer and Seller are domiciled in the same country.

4. For International Parts Transactions: Unless Seller's order acknowledgement permits payment by check, cash, wire transfer, or electronic fund transfer, payment shall be made in Euro upon presentation of the specified documents against one or more irrevocable letters of credit issued or confirmed by a Dutch bank acceptable to Seller ("Letter of Credit"), which Letter of Credit shall

- (a) be established by Buyer, at Buyer's expense (including confirmation charges)
- (b) be opened sixty (60) days prior to the earliest scheduled shipment and
- (c) remain in effect until ninety (90) days after the latest scheduled shipment.

The Letter of Credit shall provide for partial payments pro rata on partial deliveries and for the payment of any charges for storage, export shipment, price adjustments, cancellation or termination, and all other payments due from Buyer under any agreement of which these Terms and Conditions are a part ("Agreement") against Seller's invoice and certification of the charges and grounds for such payment. Buyer will increase the amount(s) and/or extend the validity period(s) and make appropriate modifications to any Letter of Credit within thirty (30) days of Seller's notification that such is necessary to provide for payments to become due. As used herein, an "International Transaction" is any transaction in which Buyer and Seller are domiciled in separate countries.

5. For Repair Services pro rata payment shall become due as Buyer's Equipment is made available for shipment from the Repair Facility or as work is completed at the Site upon receipt of Seller's invoice. Upon agreement to any suspension of Services, Buyer shall make payment to Seller based on the Contract Price and the percentage of work completed prior to the suspension.

6. Seller's claims against the buyer shall become due on demand in the event that buyer's company is wound up, attached, declared bankrupt, or if a suspension of payment is granted.

7. Seller shall be entitled to have the payments made by the buyer go first of all to reduce the costs, subsequently to reduce the interest still due and finally to reduce the principal sum and the current interest. Seller shall have the right, without this leading the seller to be in default, to refuse an offer for payment, if the buyer designates a different sequence of attribution. Seller shall be entitled to refuse full payment of the principal sum, if said payment does not include the interest still due, the current interest and the costs.

Article 9 Retention of Title

1. All goods delivered by the seller, possibly also including designs, sketches, drawings, films, software, (electronic) files, etc., shall remain seller's property until the buyer has fulfilled all of his obligations under all agreements concluded with the seller.

2. The buyer shall not be authorised to pledge or encumber in any way the goods falling under the retention of title.

3. If third parties seize goods delivered subject to retention of title or wish to establish or assert a right to them, the buyer shall be held to inform the seller thereof as soon as can reasonably be expected.

4. The buyer shall undertake to insure the goods delivered subject to retention of title and to keep them insured against damage caused by fire, explosion and water as well as against theft and make this insurance policy available for inspection on first demand.

5. Goods delivered by the seller falling under the retention of title by virtue of the stipulations under 1. of the present article, may only be sold on within the framework of normal business activities and must never be used as instrument of payment.

6. In the event that the seller wishes to exercise his ownership rights mentioned in the present article, the buyer shall give the seller or third parties to be appointed by the seller, now for then, unconditional and irrevocable permission to access all sites and locations where seller's property might be found and to take these goods back.

Article 10 Collection Charges

1. If the buyer fails to fulfil his obligations (in due time) or defaults on them, then all reasonable costs incurred to have all extrajudicial costs and debts paid shall be borne by the buyer. The buyer shall in any case owe the collection charges in the event of a monetary claim. The collection charges shall be calculated in accordance with the collection rates advised by the Nederlandse Orde van Advocaten (Netherlands Bar) for collection procedures.

2. If the seller demonstrates that he has incurred higher expenses, which were necessary in reason, said expenses shall also qualify for reimbursement
3. The reasonable judicial and execution costs possibly incurred shall equally be borne by the buyer.

Article 11 Inspection & Complaints

1. The buyer must notify the seller in writing of complaints about the work done within 8 days following their detection, but no later than within 14 days following completion of the work concerned. The notice of default must give as detailed a description as possible of the shortcoming, so that seller is in a position to respond adequately.
2. If a complaint proves to be well founded, seller shall yet do the work as agreed upon, unless such has become demonstrably useless in the meantime to the buyer must notify the seller in writing if the latter is the case.
3. If it is no longer possible or useful to still do the work with respect to the provision of services agreed upon, seller shall only be liable within the limits of article 15.

Article 12 Cancellation

1. Both parties shall be entitled to cancel the agreement at all times.
2. If the agreement is terminated prematurely by the buyer, the seller shall be entitled to compensation of the loss of capacity utilisation, unless the termination is based on facts and circumstances which can be attributed to the seller. The buyer shall furthermore be held in that event to pay the statement of accumulated costs with an adder of 25% cancellation fee.
3. If the agreement is terminated prematurely by the seller, the seller shall see to it in conjunction with the buyer that the work still to be done be transferred to third parties, unless the termination is based on facts and circumstances which can be attributed to the buyer.
4. If the transfer of the work still to be done entails extra costs for the seller, said costs shall be charged to the buyer.
5. In the event that the buyer cancel a part order, and the seller has accumulate the costs by purchasing this part at the buyer request, a cancellation fee of 25% of the part list price will be invoiced to the buyer.

Article 13 Suspension and Dissolution

1. Seller shall be authorised to suspend the fulfilment of the obligations under the agreement, in the event that:
 - the buyer does not fulfil or does not fully fulfil his obligations resulting from the agreement
 - after the agreement has been concluded, seller learns of circumstances giving good ground to fear that the buyer will not fulfil his obligations. If good ground exists to fear that the buyer will only partially or improperly fulfil his obligations, suspension shall only be allowed in so far the shortcoming justifies such action.
 - buyer was asked to furnish security to guarantee the fulfilment of his obligations resulting from the agreement when the contract was concluded and that this security is not provided or insufficient.
2. Seller shall furthermore be authorised to dissolve the agreement (have the agreement dissolved) if circumstances arise of such a nature that fulfilment of the obligations becomes impossible or can no longer be demanded in accordance with the requirements of reasonableness and fairness, or if other circumstances arise of such a nature that the unaltered maintenance of the agreement can no longer be demanded in all reasonableness.
3. If the agreement is dissolved, the seller's claims against the buyer shall be forthwith due and payable. If the seller suspends fulfilment of his obligations, he shall retain his rights under the law and the agreement.
6. Seller shall always retain the right to claim damages.

Article 14 Liability

1. Should the seller be liable, then said liability shall be limited to the stipulations of the present condition.
2. If the seller is liable for direct damage, then said liability shall be limited to a maximum equalling the amount of the payment to be made by seller's insurer, at any rate up to a maximum of twice the amount of the statement of expenses, at any rate that part of the assignment to which the liability relates. Seller's liability for direct damage shall at all times be limited to a maximum of € 5.000.000,- (In words: Euro five million) in which direct damage to goods in trust is limited to a maximum of € 1.645.380,- (In words: Euro one million and six hundred forty five thousand and three hundred eighty).
3. In the event of an assignment with duration of more than 6 months, the liability shall, contrary to the stipulations under 2. of the present article, furthermore be limited to the part of the fee still due for the last six months.
4. Direct damage shall be understood to be exclusively:
 - the reasonable costs incurred to establish the cause and the volume of the damage, in so far said establishment relates to damage in the sense of the present terms and conditions
 - the reasonable costs possibly incurred to have seller's faulty performance meet the conditions of the agreement, unless such faulty performance cannot be attributed to the seller;
 - the reasonable costs incurred to prevent or limit the damage, in so far the buyer demonstrates that said costs have led to the limitation of direct damage as meant in the present general terms and conditions.
5. Seller shall never be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business stagnation.
6. The limitations of liability for direct damage contained in the present terms and conditions shall not apply if the damage is due to intentional act or omission or gross negligence on the part of the seller or his subordinates.

Article 15 Safeguarding

1. The buyer shall safeguard the seller against claims filed by third parties concerning intellectual property rights on material or data provided by the buyer, which shall be used for and during the execution of the agreement.
2. If the buyer provides the seller with information carriers, electronic files or software etc., the former shall guarantee that said information carriers, electronic files or software are free of viruses and defects.

Article 16 Delivery, Title transfer and Risk of loss

1. The risk of loss of, or damage to the goods being the subject of the agreement, shall be transferred to the buyer the moment said goods are judicially and/or actually delivered to the buyer and therefore fall into the power of buyer or of third parties to be appointed by the buyer.
For Shipments within the Country of Origin or Manufacture: Seller shall deliver the Parts to Buyer EXW Seller's facility, place of manufacture or warehouse (Incoterms 2020).
For All Other Export Shipments, Seller shall deliver the Parts to Buyer EXW Seller's facility, place of manufacture or warehouse (Incoterms 2020). Buyer shall pay all delivery costs and charges. Except for those obligations which are consistent with Incoterms 2020 specifically stated above, Seller shall be without liability on any claim asserted by Buyer with respect to such delivery. Partial deliveries will be permitted. Delivery times are approximate and are dependent upon prompt receipt by Seller of all materials and information necessary to proceed with the work without interruption. Seller may deliver all or any of the Parts in advance of the delivery schedule.

2. Title to Parts and materials to be shipped from the Netherlands shall pass to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the Netherlands. For this purpose, the parties acknowledge that the territorial seas of Netherlands extend to twelve nautical miles from the baseline of the country determined in accordance with the 1982 United Nations Convention of the Law of the Sea. Title to Parts to be shipped from within the country where the Part will be installed shall pass to Buyer when made available for shipment from the manufacturer's factory or the storage facility utilized by Seller. Title to Parts shipped direct from a European Union ("EU") manufacturer or a EU storage facility outside the country where the Part will be installed shall pass to made available for shipment from the manufacturer's factory or the storage facility utilized by Seller.

3. If any Parts cannot be shipped to Buyer when ready due to any cause not attributable to Seller, upon notice to Buyer, Seller may ship such Parts to storage. If such Parts are placed in storage, including storage at the facility where manufactured, the following conditions shall apply:

(i) title and all risk of loss or damage shall thereupon pass to Buyer if it had not already passed;

(ii) any amounts otherwise payable to Seller upon delivery or shipment shall be payable upon presentation of Seller's invoices and certification as to cause for storage;

(iii) all expenses incurred by Seller, such as for preparation for and placement into storage, handling, inspection, preservation, insurance, storage, removal charges and any taxes shall be payable by Buyer upon submission of Seller's invoices; and

(iv) when conditions permit and upon payment of all amounts due hereunder, Seller shall resume delivery of the Parts to the originally agreed point of delivery.

4. Title to Services shall pass to Buyer as performed.

5. If Repair Services are performed at the Repair Facility, the following shall apply:

(i) Buyer shall be responsible for all actions and costs related to transporting the Buyer's Equipment to and from the Site and the Repair Facilities. Notwithstanding any other provisions in the Agreement, including any reference to Incoterms, Buyer shall bear risk of loss for Buyer's Equipment during the term of the Agreement, whether at the Site, the Repair Facilities or in transit to or from the Repair Facilities. Buyer shall be solely responsible for providing adequate insurance for the Buyer's Equipment during the term of the Agreement.

(ii) Upon notification by Seller that the Repair Services have been completed, Buyer shall arrange for the removal of the Buyer's Equipment from the Repair Facilities within ten (10) days of such notification. Buyer shall reimburse Seller at Seller's then current storage rate for any additional days the Buyer's Equipment remains at the Repair Facilities.

(iii) Subject to Seller's lien rights under the Agreement or arising under the law, title and right of possession of Buyer's Equipment shall remain with Buyer.

Article 17 Force Majeure and excusable delays

1. Parties shall not be held to fulfil any of their obligations if they are hindered to do so due to a circumstance through no fault of their own and which cannot be attributed to them by virtue of law, a legal action or generally accepted practice.

Seller shall not have any liability or be considered to be in breach or default of its obligations under the Agreement, to the extent that performance of such obligations is delayed or prevented, directly or indirectly, due to: (a) causes beyond its reasonable control; or (b) acts of God, acts (or failures to act) of governmental authorities, fires, severe weather conditions, earthquakes, strikes or other labor disturbances, floods, war (declared or undeclared), epidemics, civil unrest, riot, delays in transportation, or car shortages; or (c) acts (or omissions) of Buyer including failure to promptly:

(i) provide Seller with information and approvals necessary to permit Seller to proceed with work immediately and without interruption, or

(ii) comply with the terms of payment.

2. In addition to the provisions of the law and the judge-made law in this respect, force majeure shall in the present general terms and conditions furthermore be understood to be any external circumstance, be it envisaged or not, on which the seller cannot have any influence but which prevents the seller from fulfilling his obligations. Industrial action at seller's company shall also be understood to be a circumstance of force majeure.

3. Seller shall also be entitled to invoke force majeure if the circumstance rendering (further) fulfilment of the obligation(s) impossible, commences after the point in time on which the seller should have fulfilled his obligation.

4. Throughout the duration of the circumstances of force majeure, parties shall be entitled to suspend the fulfilment of their obligations. If this period lasts for more than two months, either of the parties shall be entitled to dissolve the agreement without any obligation to pay the opposite party damages.

5. Insofar seller has already partially fulfilled his obligations resulting from the agreement at the moment the circumstance of force majeure commenced or shall be able to fulfil them and insofar separate value can be attributed to the part already fulfilled or still to be fulfilled respectively, seller shall be entitled to submit a separate statement of expenses of the part already fulfilled or still to be fulfilled respectively. The buyer shall be held to pay this statement of expenses as if it were a separate agreement.

Article 18 Secrecy

1. Both parties shall be bound to secrecy of all confidential information they have received within the scope of their agreement from each other or from another source. Information shall be considered to be confidential if the other party has indicated so or if the confidential character results from the nature of the information.

2. If a statutory provision or a judicial decision compels the seller to convey confidential information to third parties designated by law or by the court and the seller cannot for that purpose invoke a legal right to refuse to give evidence or such a right acknowledged or allowed by the competent court, the seller shall not be held to pay damages or compensation and the opposite party shall not be entitled to demand the dissolution of the agreement on the ground of any damage resulting from said circumstance.

Article 19 Intellectual Property and Copyrights

1. Without prejudice to the other stipulations of the present general terms and conditions, seller shall reserve the rights and authorities to which the seller is entitled under the Copyright Act.

2. All documents, such as reports, advice, agreements, designs, sketches, drawings, software, etc., provided by the seller, shall be destined to be used by the buyer exclusively and must not be reproduced, made public or brought to the notice of third parties by the buyer without prior consent from the seller, unless the nature of the documents provided dictates otherwise.

3. Seller shall reserve the right to use the knowledge gained due to the execution of the work for other purposes, in so far no confidential information shall be brought to the notice of third parties when doing so.

Article 20 Samples and Models

1. If a sample or model has been given to the buyer, then the assumption is that such has been given by way of indication only, unless parties agree explicitly that the product to be delivered shall correspond with it.

2. In the event of an assignment concerning immovable property, the surface area or other measurements and indications given shall also be assumed to be merely indicative without any obligation to have the product to be delivered correspond with it.

Article 21 Non-employment of the opposite party's personnel

1. Throughout the duration of the agreement and for one year following termination thereof, the buyer shall not in any way, hire or employ in any other way, be it directly or indirectly, staff of seller or of enterprises whom the seller has engaged to execute the present agreement and who are (were) involved in the execution of the agreement, without prior proper businesslike consultation on this matter, all this in accordance with the requirements of reasonableness and fairness.

Article 22 Disputes

1. The Court in seller's place of business shall have exclusive jurisdiction to hear actions, unless the District Court is the competent Court. Seller shall nevertheless be entitled to submit the dispute to the Court deemed competent by the law.

2. Parties shall only refer the matter to the court if they have done their utmost to solve the dispute in mutual consultations.

Article 23 Applicable Law

1. Dutch law shall apply to each and every agreement between seller and buyer.

Article 24 Warranty

1. The Services will be performed in a competent and diligent manner in accordance with any mutually agreed specifications. Seller provides no warranty for incidental materials and consumables utilized in the performance of the Services and only the warranty given by the manufacturer, if any, shall apply. If any failure to meet the foregoing Parts warranty appears within the Warranty Period (as defined in Section 24..3), Buyer shall promptly notify Seller and make the Parts available promptly for correction. Seller shall thereupon correct any defect by, at its option,
(i) repairing the defective Parts or
(ii) making available necessary replacement Parts EXW Seller's factory (Incoterms 2020).

2. If any failure to meet the foregoing Services warranty with respect to Primary Services appears within the Warranty Period, Buyer shall promptly notify Seller and make Buyer's Equipment available promptly for correction. Seller shall thereupon correct any defect by reperforming defective Primary Services. If any failure to meet the foregoing Services warranty with respect to Repair Services appears within the warranty period for Repair Services, Buyer shall promptly notify Seller in writing of the defect. Seller shall thereupon correct any defect by reperforming the defective Repair Services to the extent necessary and feasible, and, in the case where a Part supplied by Seller in performing a Repair Service is defective, Seller shall, at its options, repair the defective Part or make available necessary replacement Parts EXW Seller's factory.

Buyer shall, at Buyer's cost, make the affected Buyer's Equipment available to Seller at the Site if capable of being repaired at the Site or at the Repair Facilities if Seller determines that such warranty repair cannot be made at the Site. Buyer shall be responsible for performing any decontamination on the affected Buyer's Equipment prior to the performance of Seller's warranty obligations.

3. The foregoing warranties apply, unless mentioned differently in the agreement, for
(i) each Part shall apply to defects which appear within twelve (12) months from delivery of the original Part
(ii) Primary Services shall apply to defects prior the completion and acceptance of the Primary Services,
(iii) Repair Services shall apply to defects that appear within twelve (12) months or eight thousand (8000) hours, whatever happen first, from completion of the Repair Services (the "Warranty Period").

Article 25 Changes to the Terms and Conditions

1. The present terms and conditions have been filed at file number 09118300 at the office of the Chamber of Commerce in Arnhem, the Netherlands.

The most recently filed version shall always apply, or, as the case may be, the version valid at the time the agreement was concluded.