

TERMS AND CONDITIONS



FOR: Design check | Installation check | Applicable rates | Notification and cancellation of commissioning assistance | Commissioning | Warranty of new generator sets, engines and steering gears purchased at Sandfirden Technics B.V.

General

The instructions below have been composed by Sandfirden Technics B.V., a company registered at the Dutch Chamber of Commerce under number 37033714, (hereinafter named Supplier) for design check, installation check, applicable rates, notification and cancellation of commissioning assistance, commissioning and warranty of new generator sets, engines and steering gears (hereinafter named products), as delivered by the Supplier.

For sales within the Netherlands, the General conditions of the association of importers of combustion engines "V.I.V" applies. For sales outside the Netherlands, the General conditions for the supply of mechanical, electrical and electronic products ORGALIME SI-14 applies.

The supplier reserves the right to alter the delivery time depending on the progress of a pandemic virus. If suppliers performance will be affected due to a pandemic virus, a written notice shall be given to the purchaser without undue delay. Supplier shall have the right to suspend its contractual performance and be released from any liability caused due to suppliers non-performance attributable to the implications of the pandemic virus. Either Party shall be entitled to terminate the Contract by notice in writing to the other Party if performance of the Contract has been suspended for more than 6 months.

Incoterms 2010 applies for the responsibility of the Purchaser and the Supplier for the delivery of the products.

These conditions can be downloaded from our website www.sandfirden.nl, but can also be sent on request.

Description

Design check: Assessment of the design drawings and schematics of connecting pipe work and electrical cabling associated with the scope of delivery as issued by the Purchaser.

Installation check: Verification of correct erection and installation of Suppliers scope of delivery, followed immediately by commissioning work. However, the Purchaser is responsible for the erection and installation work.

Commissioning: Includes the assistance of start-up

and testing of the product delivered by the Supplier, applicable Class acceptance testing and the draw up of an Installation Report. Sensor test after delivery of the product, in addition to what is described in the FAT report, is excluded. Warranty will start and only be granted after the Installation Report has been approved and signed by an authorized person.

Preparations for Suppliers activities

The Purchaser must have made the following preparations, before the activities by the employee of the Supplier, can commence;

- The delivered product is erected and installed in accordance with Suppliers installation instructions and is ready for use.
- The electrical installation is hooked-up to the extent necessary for commissioning, is checked and released for commissioning by the Purchaser.
- The systems are filled with the recommended lubrication oil, coolant medium, inhibitors and all pipes are clean and connected. Fuel as specified.
- For commissioning of generator sets, sufficient load must be available.
- An electrical installation engineer must be available on behalf of the Purchaser during the whole period of commissioning.
- First start-up of the product supplied by the Supplier, is only allowed, after approval and under supervision of the service engineer of the Supplier.
- A copy of the asbestos inventarisation report prepared by a SC-540 certified company must be available for the to be repaired and/ or to be serviced object, according legal framework Avb 2005.

If the above conditions are not fulfilled, all resulting costs such as waiting hours and assistance will be charged to the Purchaser according to the applicable rates.

The Purchaser remains responsible for the installation under all circumstances.

Notification and cancellation of commissioning assistance

For the purpose of planning, the Purchaser should invite the Supplier by at least;

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- 14 days before the desired commissioning date, in case the commissioning should take place outside the Netherlands.
- 7 days before the desired commissioning date, in case the commissioning should take place inside the Netherlands.

The invitation must be sent to the Commissioning Coordinator of the Supplier by e-mail. The following e-mail address should be used servicedpt@sandfirden.nl. In case of cancellation or delay, the Commissioning Coordinator of the Supplier must be informed by e-mail for at least 3 days before the scheduled desired commissioning date. All costs for the Supplier as result from such cancellation must be compensated by the Purchaser.

Warranty

3000 running hours or twelve (12) months after start-up, but not beyond eighteen (18) months after delivery from Suppliers plant, whichever occurs first.

In case the product as delivered by the Supplier has been started up without the approval of the Supplier and the approved Installation report is not available, the warranty as agreed can be waived by the Supplier.

This warranty is valid for the product, which has been approved by an authorized person. The warranty covers only defects due to possible deficiencies in materials or workmanship. It does not, however, cover damages or defects that according to Suppliers opinion or obtained information have been caused by inappropriate, careless or irregular use, incorrect or unsatisfactory maintenance or improper storing, repair or by natural wear and tear.

As basic information, the warranty claim shall specify the make, description, type and serial number of the machine, as well as the address of the Purchaser or holder of the machine in which the product is installed and Suppliers project number. The claim shall also clearly specify the date of the failure, requested amount of labour and the reference number(s) of required parts. The reference number of the failed parts should be clearly marked. The warranty claim has to include a brief description of the failure.

Pictures of damage(s) must be accompany the claim, if applicable. Claims of leakages will not be handled without clear pictures.

When the Supplier, based on the information it has been provided with, deems that it is responsible for fault or damage, he will send a replacement for the defective part or when mutually agreed, will repair the defective part on location. The Purchaser must send the failed parts to the

Supplier. Failure to comply, could result in waving future warranty claims by the Supplier.

The Supplier shall meet the costs of defective materials and labour for the repairs. This warranty shall cover all material and manufacturing defects on components and parts delivered by the Supplier and on those components delivered and/ or fitted at repair by the Supplier. Upon approved warranty repair, the Supplier will meet the costs of other components delivered by the Supplier, which cannot be re-used due to the damage they have sustained in connection with damage covered by the warranty.

If the product delivered by the Supplier must be repaired on site, the Supplier shall compensate round-trip costs of up to five (5) hours travel time for one mechanic during normal working hours and compensate a total distance of up to 200 km from Suppliers plant, which is located in Den Oever the Netherlands, or from another by Suppliers authorized service point.

Warranty claims must be sent to the Warranty Coordinator of the Supplier, by e-mail. The following e-mail address must be used warranty@sandfirden.nl

Suppliers standard warranty form must be used by the Purchaser to announce a warranty claim. All minimum required information must be provided before the claim will be handled. This form can be downloaded from our website www.sandfirden.nl, but can also be sent on request.

Applicable rates for commissioning and warranty not included in the scope of supply

- € 75,00/ hour, for normal work and travel hours.
- € 93,75/ hour, for the first two (2) additional work and travel hours on Monday/ Friday.
- € 101,25/ hour, for each additional work and travel hour on top of the first two (2) additional working hours on Monday /Friday.
- € 101,25/ hour, for each work and travel hour on Saturday (a minimum four (4) hours will be charged).
- € 120,00/ hour, for each work and travel hour on Sunday (a minimum four (4) hours will be charged).
- The rate for additional travelled distance for commissioning and warranty by car on top of the 200 km from suppliers plant, will be charged at € 0,88/ km.
- Other travel- and lodging expenses, will be billed at actual costs plus 10% mark-up.

Working day definition

- in Europe, any day, except Saturday and Sunday and outside Europe, any day except Sunday.