

Proposal

Sorter track repair

1403571.022.70104_EN.A_Sorter track repair Czech Post Plzen

Czech post number of contract: 2024/05647

Date: 08.04.2024

Service regional manager:
Service manager:
Sales engineer:

[REDACTED]

■

[REDACTED]

Legend

The following pictograms are used within this document:



Hint,
information

This sign is used to explicitly focus on specific facts.



Important,
pay attention

This sign is used to point out information that guarantee a secure as well as trouble-free workflow.



Attention,
danger

This sign is used, if disregard may cause trouble, data loss and destruction.

Font style conventions

In this document the following font styles are used:

Bold style is used to emphasize headings of the outline levels 1 - 3 as well as key words within the continuous text.

Italic style is used to emphasize headings of the outline levels 4 ff. as well as quoted GUI outputs of the described software.

Underlining is used to emphasize structuring elements (sub headings) that are not to be included in the table of contents.

`Source code` excerpts and examples are framed and set into the font Courier New for contrast reasons. Key elements within the source code are highlighted by using bold style. Further details are given in the corresponding text.

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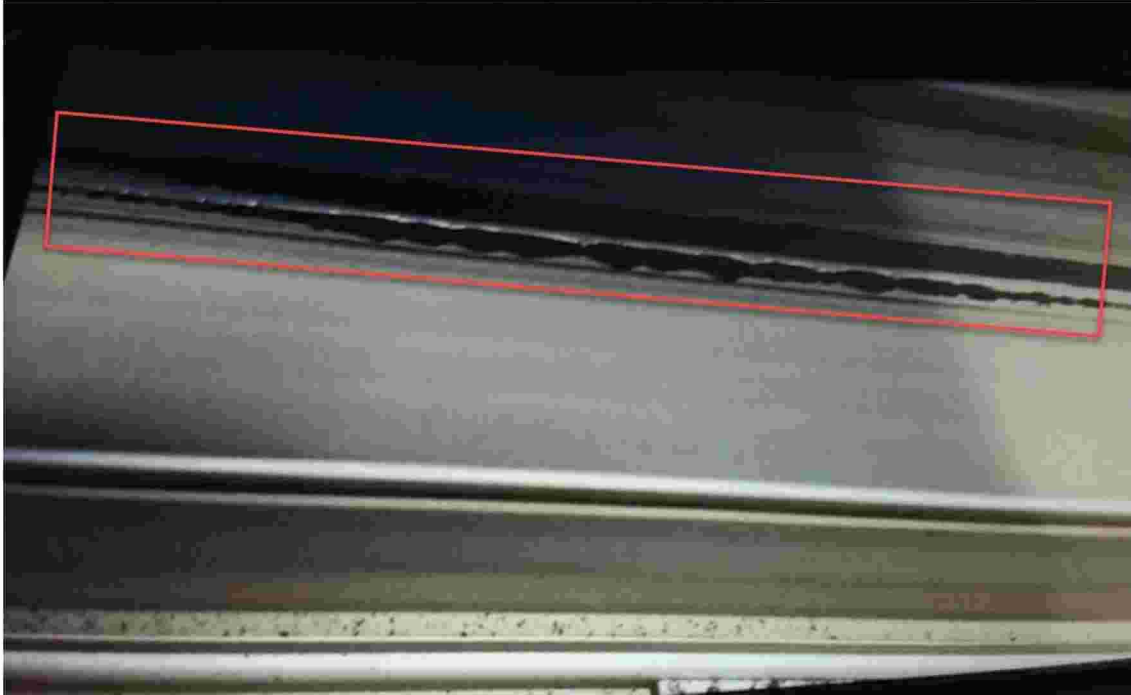
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1. DESCRIPTION OF THE QUOTATION

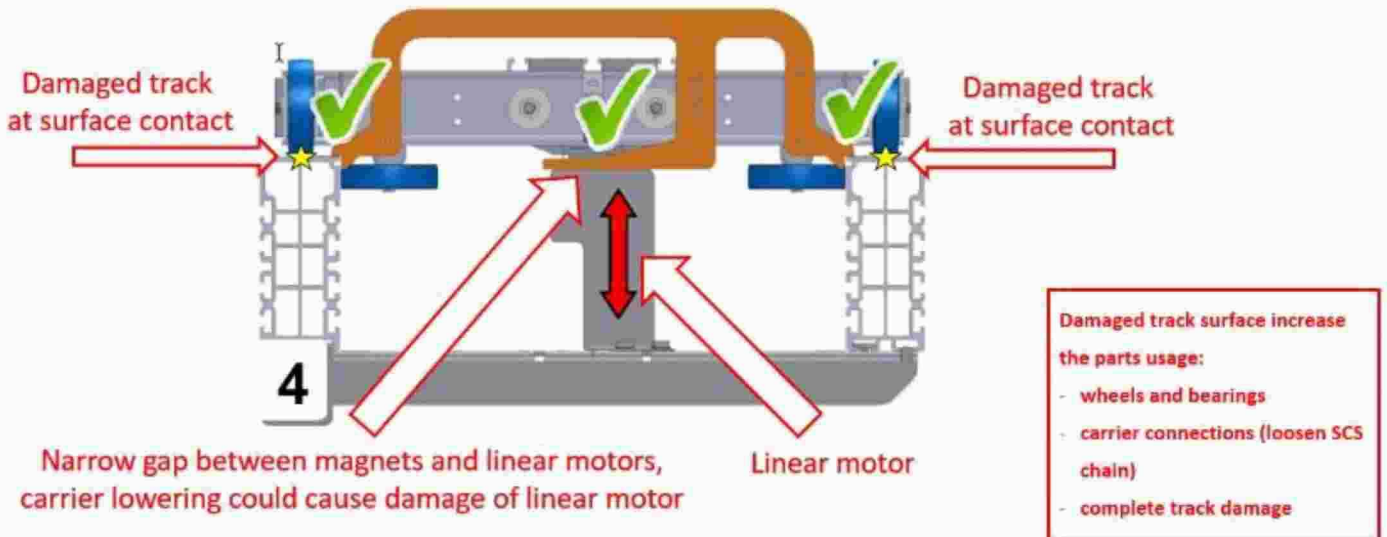
1.1. INTRODUCTION

The scope of quotation is the sorter track repair of one crosssorters (SCS 700) by placing the stainless-steel plates. Those plates will cover horizontal and vertical surface where friction caused abrasion in current used material of sorter track.



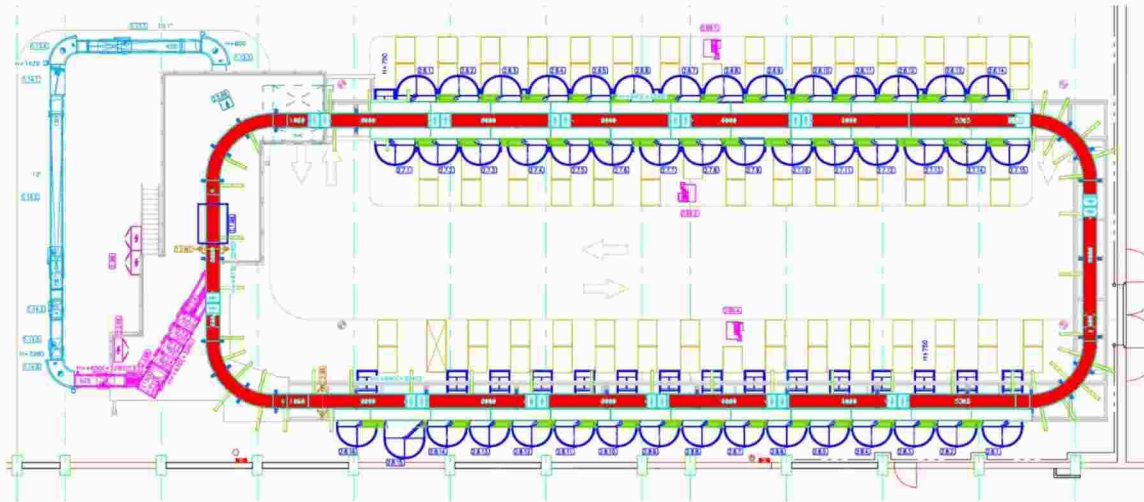
Pic 1. Current sorter track damages

It's an emergency project and should be conducted as soon as possible due to risk of damages involved.



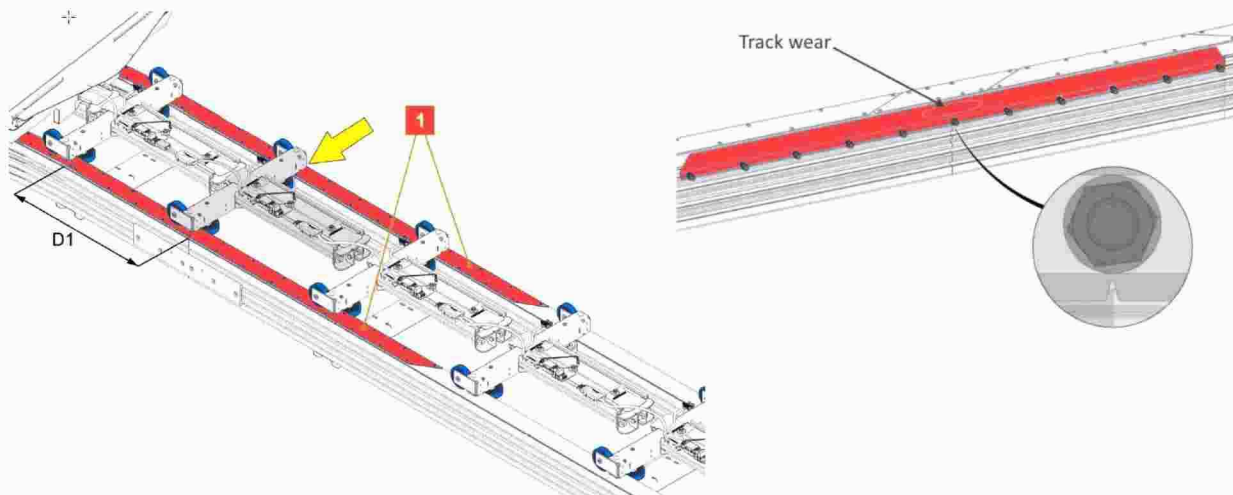
2. PROJECT CONCEPT

Plates for horizontal surface will cover around 230 meters of sorter track. At the vertical surface we will place the stainless-steel repair plates where it's necessary.



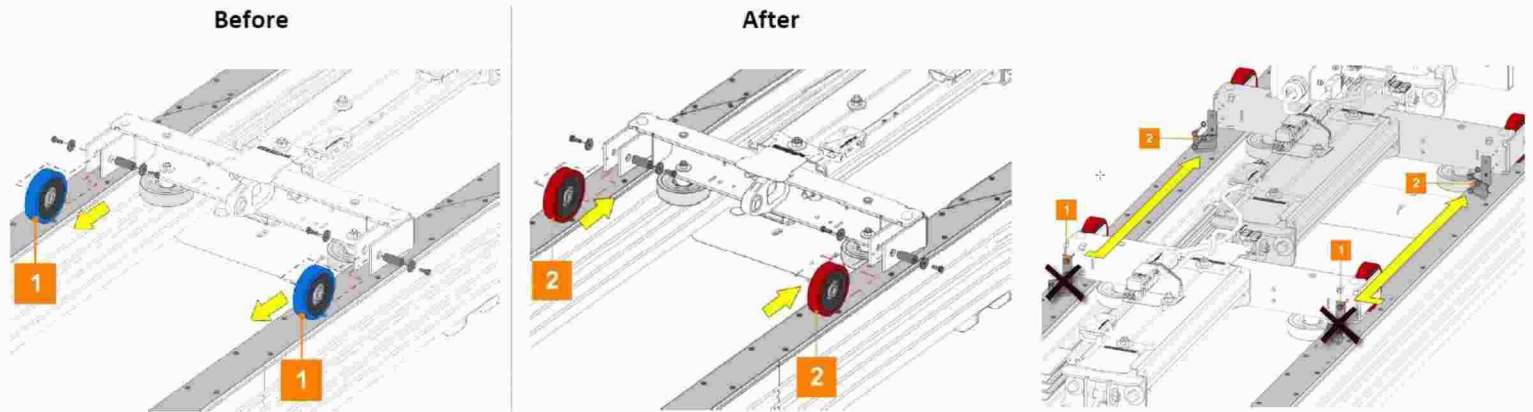
Pic 2. Scope of project

The main project concept is to assembly steel plates on the current track of a loop sorter. Installation of the steel segments properly will reduce wear on the contact surface and make future repairs easier.



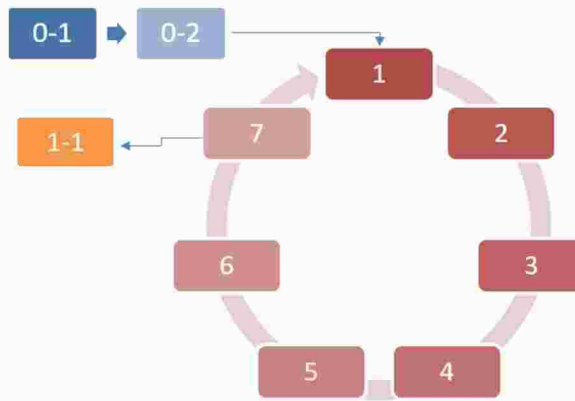
Pic 3. Steel plates

We have to replace all of the vertical wheels and brushes to the new type, which is shown on the pictures below. Before stainless steel plates installation all of the damages have to be fill with the repair putty.

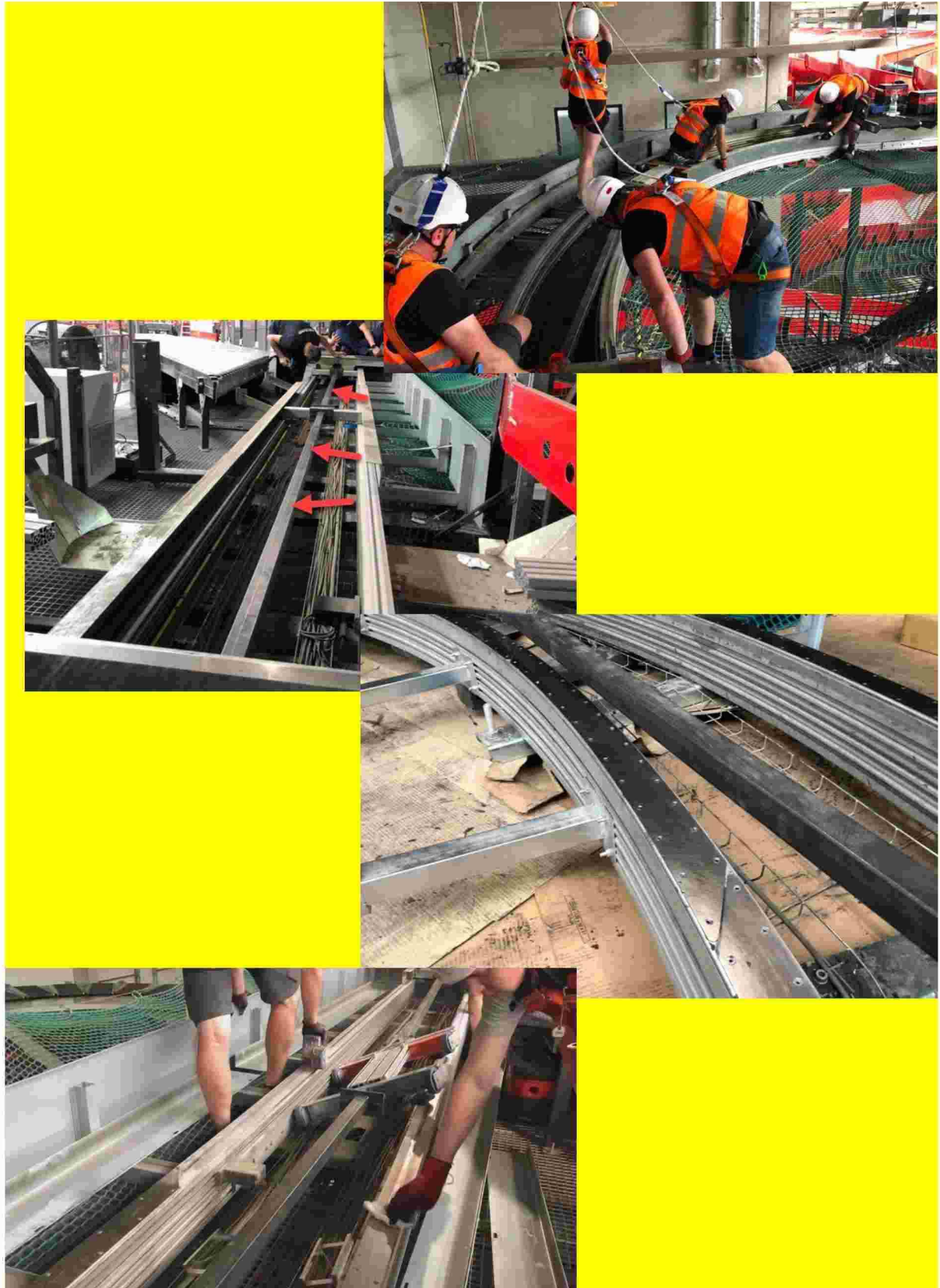


Pic 4. Wheels replacement

Work will be conducted according to the sequence as described below:



Step	Task
0-1	Remove carriers
0-2	Install temporary connection between carriers
1	Sorter drive to work position
2	Repair the damages
3	Removal of covers
4	Parts preparation
5	Drilling
6	Fixing the plates
7	Covers installation
1-1	Replacement of all the blue wheels and brushes (at maintenance position)





3. GENERAL PROJECT ASSUMPTIONS:

Operational hours

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

6. CONDITIONS OF THE QUOTATION

6.1. ADDITIONAL REMARKS

Installation and testing are executed consecutively during a work period. There will be no time delays at this period for our engineers and/or subcontractors. In case of stagnation because of delays, the waited work hours including the prospected hours for this work will be charged according to our standard rates.

6.2. RESPONSIBILITIES OF CUSTOMER

Customer will take care of the following services/facilities:

- The working area is free from obstacles and secured with fences.
- Temporarily signage (like emergency exit route, walkway, etc.)
- The site needs to be lighted.
- Required permits should be available before start installation on-site.
- A depot will be available for the safe storage of materials and equipment necessary for the installation.
- During testing, customer will assist during test activities. The customer is responsible for enough test products, test totes and operators which are necessary during the installation and testing activities.
- During testing activities of the system, a fully qualified and empowered/authorized operator should be present.

6.3. SAFETY

The activities will take place with respect to the actual local (safety) regulations. Vanderlande is obligated to all employees and possible subcontractors to provide in safe circumstances at their work environment. Compulsory contributions of our employees are stated e.g.

- Switch off or disconnect moving parts/drives which can cause hazards during job execution.
- Switch off (main) power.
- Use of safety facilities for all activities which doesn't belong to normal activities like working on heights, activities in closed spaces, etc.

Execute activities:

Vanderlande is granted to cooperate with subcontractor for their activities. Obviously Vanderlande will be responsible for the execution of the activities.

6.4. DELIVERY DATE

The delivery of the components as well as the commissioning of the scope of supply and services described in this document will be defined during the further course of the project.

6.5. DELIVERY CONDITIONS:

DAP

6.6. VALIDITY

██

6.7. WARRANTY

The service warranty is 12 months from the date of takeover by customer.

7. GENERAL

Unless otherwise agreed, the terms of delivery according to “General Terms and Conditions of Vanderlande Industries B.V. for Service Contracts”.

Yours sincerely,

Vanderlande Industries B.V.

Česká pošta, s.p.

.....
Name: Ing. Lukáš Rampas, MB
Function: Director of division Balíkovna

DEFINITIONS

VANDERLANDE	shall have the meaning of the subsidiary of Vanderlande Industries Holding B.V. (<i>Vanderlandelaan 2, 5466 RB, Veghel, the Netherlands, and registration N^o 16055699</i>) which is the contracting party to the Contract. The words supplier, contractor, or equivalents thereof, which may be used elsewhere in the Contract or Order or any other related documentation, shall have the same meaning as VANDERLANDE;
CUSTOMER	shall have the meaning of the corporation or company, which is the contracting party to the Contract or the Order. The words buyer, purchaser, company, owner, employer or equivalents thereof, which may be used elsewhere in the Contract or Order or any other related documentation, shall have the same meaning as CUSTOMER;
Sub-supplier	shall have the meaning of any person, corporation or company, other than CUSTOMER, having a Contract with VANDERLANDE for the execution of the Services or a part thereof;
Contract	shall have the meaning of the agreement, (purchase) order or equivalents thereof, including these Conditions and all specifications, drawings and documents explicitly listed or referred to therein for providing the Services as agreed and accepted by CUSTOMER and VANDERLANDE in writing;
Conditions	shall have the meaning of these conditions, identified as "SERVICES-GENERAL TERMS AND CONDITIONS January 2016 -VANDERLANDE INDUSTRIES GROUP";
Services	shall have the meaning of all services and/or pertaining goods (e.g. equipment, software, etc.) as specified in the Contract and to be provided by VANDERLANDE;
Day	shall have the meaning of a calendar day.

1. PREAMBLE

1.1 The Conditions supersede any and all prior oral and written quotations, communications, agreements and understandings of the parties in respect of the supply of the Services and shall apply in preference to and supersede any and all terms and conditions of any order placed by CUSTOMER and any other terms and conditions submitted by CUSTOMER. VANDERLANDE's commencement of providing the Services shall not be deemed or constituted as acceptance of any of CUSTOMER's terms and conditions.

1.2 The Conditions may only be varied or waived by a duly executed written agreement between VANDERLANDE and CUSTOMER. The headings contained in these Conditions are included for mere convenience of reference and shall not affect their construction or interpretation. Only the English version of these Conditions shall be authentic and shall prevail, in case of inconsistency, over any translation of these Conditions in another language.

2. QUOTATIONS, ORDERS AND CONFIRMATION

2.1 Quotations, issued by VANDERLANDE in whatever form, are not binding upon VANDERLANDE and merely constitute an invitation to CUSTOMER to place an order. All quotations issued by VANDERLANDE are revocable and subject to change without notice. Orders are non-binding until accepted by VANDERLANDE in writing ("VANDERLANDE's Confirmation"). VANDERLANDE shall be entitled to refuse an order without indication of its reasons.

2.2 Unless expressly stated otherwise in the quotation or if no period is given, the quotation issued by VANDERLANDE is valid for a period of 30 Days and expires automatically after the issuance date of the quotation. Any extension shall be specifically confirmed in writing by VANDERLANDE. Any order originating from a quotation issued by VANDERLANDE, shall only be binding upon VANDERLANDE after such order has been confirmed in writing by VANDERLANDE, duly signed by an authorized representative.

2.3 Price quotations based on estimated or projected quantities are subject to increase in the event that actual quantities purchased during the specified period differs from the estimated or projected quantities.

2.4 Any statement, representation, recommendation, advice, arrangement or agreement made by VANDERLANDE's employees, officers, representatives and/or agents are non-binding upon VANDERLANDE unless, and only to the extent that, these are confirmed or made in writing by duly authorized representative(s) of VANDERLANDE.

3. PRICES, PAYMENT AND CUSTOMER'S CREDIT

3.1 The prices and currencies of the Services are as set out in VANDERLANDE's Confirmation. Unless agreed otherwise, VANDERLANDE's prices do not include Value Added Tax or any other similar applicable taxes, duties, levies or charges in any jurisdiction levied in relation to the Services or the performance thereof ("Taxes"). The amount of any Taxes (e.g. withholding tax (if applicable) levied in connection with or resulting from the Services shall be for CUSTOMER's account and shall be added to each invoice or separately invoiced by VANDERLANDE to CUSTOMER.

3.2 Unless the prices have been indicated as firm by VANDERLANDE in VANDERLANDE's Confirmation, VANDERLANDE is entitled to increase the price for the Services still to be performed if the cost price determining factors have been subject to an increase. These factors include but are not limited to raw and auxiliary materials, energy, products obtained by VANDERLANDE from third parties, wages, salaries, social security contributions, travel expenses, governmental charges, freight costs and insurance premiums. VANDERLANDE shall notify CUSTOMER of such increase.

3.3 Unless expressly stated otherwise in VANDERLANDE's Confirmation, payment shall be made based on net cash, to be received by VANDERLANDE within thirty (30) Days following the date of VANDERLANDE's invoice for the Services by means of transfer into the bank account mentioned on the invoice. All payments shall be made without any deduction because of any Taxes and free of set-off or other counterclaims.

3.4 With regard to payment of the price for the Services, time is of the essence. VANDERLANDE may, without prejudice to any other rights of VANDERLANDE, charge interest on any overdue payment at the higher rate of either twelve percent (12%) per annum or one and a half times the prevailing rate under applicable law per annum, but not to exceed the maximum interest rate permitted under applicable law, from the due date computed on a daily basis until all outstanding amounts are paid in full. All costs and expenses incurred by VANDERLANDE with respect to collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, court costs and other expenses of litigation) shall be for CUSTOMER's account. Every payment by CUSTOMER shall in the first place serve to pay the judicial and extra-judicial costs and the interest owed by it and afterwards shall be deducted from the oldest outstanding claim regardless of contrary advice from CUSTOMER.

3.5 Any complaint with respect to the invoice must be notified to VANDERLANDE within eight (8) Days after the date of invoice. Thereafter CUSTOMER shall be deemed to have approved the invoice.

4. PREPARATORY WORK & WORKING CONDITIONS

4.1 CUSTOMER shall afford VANDERLANDE's personnel and Sub-suppliers a free and unrestricted access to CUSTOMER's site to provide the Services at all relevant times and CUSTOMER shall provide VANDERLANDE's service engineers adequate work space, information, technical aid and use of facilities required for providing the Services, including providing power, compressed air and gas, free of charge. CUSTOMER shall timely arrange all necessary provisions that are or will be made and maintained and that all necessary precautionary and safety, health and environmental measures are taken.

4.2 CUSTOMER shall care for and operate the installation according to the maintenance and operating instructions provided by VANDERLANDE and, if applicable, the original equipment manufacturer.

4.3 Unless agreed otherwise by the parties, CUSTOMER shall inform VANDERLANDE in a timely manner if:
- similar services or repairs are carried out independently by CUSTOMER or by a third party and/or;
- if any alterations are made to the installation without the involvement of VANDERLANDE.

4.4 During the execution of the Services, an authorized representative of CUSTOMER shall have to be present at CUSTOMER's site and shall have to be authorized to sign service reports of VANDERLANDE's service engineers.

4.5 CUSTOMER will immediately notify VANDERLANDE in case of a call out to the installation and confirm such within two (2) Days.

4.6 CUSTOMER shall immediately inform VANDERLANDE of any change of the agreed requirements and specifications, in the function and/or functional and/or operating circumstances of the installation, changes regarding all applicable national and/or international laws, standards and regulations, including but not limited to import, export, safety, health and environmental regulations and industry and professional standards, company rules and requirements, which have or can have an influence on the provision of the Services. In case such changes in circumstances have an influence on the price setting or any other term of the Contract, then both parties have the right to adjust the price and/or terms of contract in fairness, by mutual agreement.

In case both parties cannot come to an agreement on the adjustments intended, either party may terminate the Contract by written notice and taking into account a notice period of thirty (30) Days, without owing to the other party any compensation other than the compensation by CUSTOMER mentioned in article 16.1.

5. SCOPE OF SERVICES

5.1 The Services will be provided by VANDERLANDE (i.) in accordance with the requirements and specifications (scope of services), (ii.) observing the exercise of such degree of skill, workmanship, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced service provider, engaged in the same type of undertaking and under the same or similar circumstances, seeking to comply with its contractual obligations. If VANDERLANDE detects, during the validity of the Contract, that additional supplies and/or activities are required which are not covered by the Contract, it will timely inform CUSTOMER about this, together with a specified list of such additional supplies and/or activities to be executed and the accompanying prices. VANDERLANDE is not liable for any damage in connection with or resulting from CUSTOMER's failure to timely execute or have executed the additional supplies and/or activities.

5.2 Unless expressly stated otherwise in VANDERLANDE's Confirmation, VANDERLANDE will report each intended work visit in writing to CUSTOMER, ten (10) Days in advance. If CUSTOMER wishes to postpone an already announced work visit, it shall inform VANDERLANDE about this in writing, at least five (5) Days in advance.

5.3 Unless the specifications of the Services have been agreed to be firm for a certain period, VANDERLANDE reserves the right to change or modify the specifications, construction and/or manufacturing and to substitute the materials and/or equipment used in provision of the Services from time to time without notice. CUSTOMER acknowledges that data in VANDERLANDE's catalogues, specification sheets and other descriptive publications distributed or published on its websites, may accordingly be varied from time to time, without notice. Any statement, representation, recommendation, advice, sample or other information of VANDERLANDE in relation to the Services shall be furnished for the benefit of CUSTOMER only.

5.4 As from the effective date of the Contract, CUSTOMER and VANDERLANDE shall take out appropriate insurances insuring its personnel, vehicles and the Services as well as a general third party liability insurance for loss or damage to third parties and/or property or death of or injury to any person arising out of or in connection with the execution of the Contract.

6. DELIVERY CONDITIONS & INCOTERMS® RULE

6.1 Unless expressly stated otherwise in VANDERLANDE's Confirmation, all deliveries of the goods shall be "Ex Works". The term "Ex Works" shall have the meaning set forth in the latest version of the INCOTERMS® rules published by the International Chamber of Commerce at Paris, France, at the time of VANDERLANDE's Confirmation. CUSTOMER shall accept goods upon delivery as defined herein.

6.2 VANDERLANDE is entitled to deliver the goods as stated in VANDERLANDE's Confirmation in parts and to invoice it separately. In no event shall VANDERLANDE be liable for any delay of the delivery of the goods, if the delay is not solely attributable to VANDERLANDE. Delay in the delivery of the goods shall not relieve CUSTOMER of its obligation to accept the goods thereof. Deviations in quantity of the goods delivered from that stated in VANDERLANDE's Confirmation shall not give CUSTOMER the right not to accept the goods and VANDERLANDE will deliver the missing goods as soon as possible. CUSTOMER shall be obligated to pay the price specified in VANDERLANDE's Confirmation for the quantity of the goods delivered.

6.3 Unless expressly stated otherwise in VANDERLANDE's Confirmation, any times or dates for providing the Services by VANDERLANDE are estimates.

7. INSPECTION & ACCEPTANCE OF THE WORKS

7.1 VANDERLANDE will after completion of the Services, report in writing on the provided Services. VANDERLANDE will thereupon hold an inspection as soon as possible, as to the nature and the size of the detected failings and repair them at its own expense if they are the result of such a breach.

7.2 On providing the Services, CUSTOMER shall visually examine the Services and delivered goods, if applicable, and satisfy itself that the Services meet all contractual requirements. Any complaints about the Services based on a visual examination shall have to be made in writing and must reach VANDERLANDE not later than five (5) Days from the date of provision of the Services. Operational use of the serviced installation shall be deemed an unconditional acceptance of the Services and a waiver of all claims in respect of the Services, except for the warranty as set out in article 9.

7.3 CUSTOMER's will have to verify whether or not the provided Services conform to the agreed specifications for the Services as stated in the Contract or, in the absence of agreed specifications, to the most recent specifications held by VANDERLANDE at the time of providing of the Services. Complaints, if any, do not affect CUSTOMER's obligation to pay as defined in article 3.

7.4 CUSTOMER's wrongful or unjustified non-acceptance or rejection of the Services or a part thereof or cancellation or repudiation of VANDERLANDE's Confirmation shall entitle VANDERLANDE to recover from CUSTOMER, in addition to any other damages caused by such action: (i.) in case of goods which cannot reasonably be resold by VANDERLANDE to a third party, the price of the goods; or (ii.) in case of goods which can be resold by VANDERLANDE, damages equal to fifty percent (50%) of the price for the goods, as liquidated damages.

7.5 CUSTOMER must utilize and solely rely on its own expertise, know-how and judgment in relation to the Services and in CUSTOMER's application of any information obtained from the part of VANDERLANDE for the purposes intended by CUSTOMER. Consults provided by VANDERLANDE shall not give rise to any additional obligations and shall not be binding. VANDERLANDE does not assume any liability based on such consults and CUSTOMER shall indemnify and hold VANDERLANDE harmless from and against any damages, losses, costs, expenses, claims, demands and liabilities arising out of or in connection with the consults.

8. TRANSFER OF RISK & RETENTION OF TITLE

8.1 The risk of goods, supplied as part of the Services, shall pass to CUSTOMER on the date of delivery according to the applicable INCOTERMS® rule.

8.2 Goods for which delivery is suspended pending payment by CUSTOMER, as well as goods of which delivery is wrongfully rejected or not accepted by CUSTOMER, shall be held and stored by VANDERLANDE at the risk and expense of CUSTOMER.

8.3 The ownership of goods shall not pass to CUSTOMER and full legal and beneficial ownership of goods supplied by VANDERLANDE and whether or not becoming surplus of any installation and/or building, shall remain with VANDERLANDE unless and until VANDERLANDE has received payment in full for the Services, including all secondary costs such as interest, charges, expenses etcetera.

8.4 In the event of termination of the Contract on the basis of article 16, VANDERLANDE shall, without prejudice to any other rights of VANDERLANDE, be entitled to require immediate the return of the goods for which it may invoke retention of title.

9. WARRANTY

Unless expressly stated otherwise in VANDERLANDE's Confirmation, VANDERLANDE warrants that the Services will be provided free from defects in material, workmanship and design for a period of six (6) months after:

- acceptance of the Services as per article 7; or
 - operational/beneficial use of the serviced installation, or a part thereof, whichever event occurs first.
- If any goods or part thereof delivered do not meet the warranty specified above CUSTOMER notifies VANDERLANDE in writing prior to expiration of five (5) Days from date of discovery of such defect. Upon demonstration by CUSTOMER (to VANDERLANDE's satisfaction) that such part is defective, VANDERLANDE shall correct such defect by either repairing the defective part, or a part thereof, or by making available the repaired or replacement part at VANDERLANDE's plant. Included in the warranty are the costs of the repaired or replacement part and the costs of shipment (according to the applicable INCOTERMS®) and excluded are (i.) Taxes, (ii.) import duties, (iii.) wear and tear parts, (iv.) labor and installation (v.) travel and lodging and (vi.) any responsibility or obligation to remove or reinstall the part or to remove or alter any portions of CUSTOMER's installation. The warranty period applicable for repaired or replaced parts, shall not exceed the unexpired portion of the warranty period specified for the original part. THE FOREGOING SHALL CONSTITUTE THE SOLE REMEDY OF CUSTOMER AND THE SOLE LIABILITY OF VANDERLANDE FOR BREACH OF WARRANTY, WHETHER THE CLAIM IS IN CONTRACT, WARRANTY OR TORT (INCLUDING NEGLIGENCE OF ANY DEGREE) OR OTHERWISE. THE LIABILITY OF VANDERLANDE RESULTING FROM THE FOREGOING WARRANTY SHALL IN ANY CASE NOT EXCEED THE COST OF CORRECTING DEFECTS AS PROVIDED ABOVE. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR

PURPOSE). THIS WARRANTY IS APPLICABLE ONLY IF THE SERVICES HAVE NOT BEEN SUBJECT TO FOREIGN OBJECT DAMAGE, MISUSE OR DETRIMENTAL EXPOSURE, HAVE NOT BEEN INVOLVED IN ACCIDENTS AND HAVE BEEN TRANSPORTED, STORED, INSTALLED, USED, HANDLED, MAINTAINED, REPAIRED OR MODIFIED IN ACCORDANCE WITH THE THEN CURRENT RECOMMENDATIONS OF VANDERLANDE AS STATED IN THE OPERATING AND MAINTENANCE INSTRUCTIONS OR OTHER WRITTEN INSTRUCTIONS OF VANDERLANDE.

10. LIMITATION OF LIABILITY

THE TOTAL LIABILITY OF EITHER PARTY, INCLUDING SUB-SUPPLIER(S), ON ANY AND ALL CLAIMS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY DEGREE), PATENT INFRINGEMENT OR OTHERWISE ARISING OUT OF, OR RESULTING FROM THE CONTRACT SHALL NOT EXCEED AND SHALL BE LIMITED TO FIFTY PERCENT (50%) OF THE SUM OF CUSTOMER'S ANNUAL PAYMENT FOR THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM AND THE PARTIES SHALL INDEMNIFY AND HOLD EACH OTHER HARMLESS FROM ANY AND ALL CLAIMS WHICH EXCEED THE ABOVE MENTIONED LIMITATION. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY DEGREE), PATENT INFRINGEMENT OR OTHERWISE SHALL A PARTY OR ITS SUB-SUPPLIER(S) BE LIABLE FOR ANY PURE FINANCIAL LOSS, CONSEQUENTIAL OR INDIRECT LOSS OR DAMAGES. "CONSEQUENTIAL OR INDIRECT LOSS OR DAMAGES" MEANS: (A) LOSS OF PROFITS; (B) LOSS OF REVENUE; (C) LOSS OF PRODUCTION; (D) LOSS OR DENIAL OF OPPORTUNITY; (E) LOSS OF ACCESS TO MARKETS; (F) LOSS OF GOODWILL; (G) LOSS OF BUSINESS REPUTATION, FUTURE REPUTATION OR PUBLICITY; (H) DAMAGE TO CREDIT RATING; (I) LOSS OF USE; AND (J) INDIRECT, REMOTE, ABNORMAL OR UNFORESEEABLE LOSS, OR ANY SIMILAR LOSS WHETHER OR NOT IN THE REASONABLE CONTEMPLATION OF THE PARTIES AT THE TIME OF EXECUTION OF THE CONTRACT.

11. INTELLECTUAL PROPERTY

The Services shall not, by implication or otherwise, convey any license under any intellectual property right relating to the compositions and/or applications of the Services, and CUSTOMER expressly assumes all risks of any intellectual property infringement by reason of its importation and/or use of the Services, whether singly or in combination with other materials or in any processing operation. Any innovations, inventions, modifications or creations made or developed by VANDERLANDE during or in connection with the Services shall remain VANDERLANDE's intellectual or industrial property.

12. FORCE MAJEURE

12.1 Neither party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards the other party caused by any circumstance beyond its reasonable control, including, without limitation, acts of God, laws, statutes, ordinances, regulations, legislative measures, acts of governments or other administrative measures, orders or decrees of any court, earthquake, flood, fire, explosion, war, terrorism, riot, sabotage, accident, epidemic, lockout, slowdown, labour disturbances, difficulty in obtaining necessary labour or raw materials, lack of or failure of transportation, breakdown of plant or essential machinery, emergency repair or maintenance, breakdown or shortage of utilities ("Force Majeure").

12.2 The period in respect of which a party hereto may claim relief from performance of any of its obligations shall be the period during which such party is or remains prevented from complying with such obligation(s) hereunder provided always that such party shall not be entitled to claim such relief in respect of any period during which it could have complied with such obligation(s) (or any part thereof) by using its best endeavors to avoid, overcome or minimize wholly or partly the effects of the said Force Majeure.

12.3 Upon the occurrence of any event of Force Majeure, the party suffering thereby shall promptly inform the other party by written notice specifying (a.) the Force Majeure event (b.) the expected effects of the obligations under the Contract (c.) the steps, if any, that will be taken by the affected party to prevent or mitigate the effects and (d.) as soon as practicable and relevant, a revised time schedule. If CUSTOMER is prevented from complying with its obligations because of Force Majeure, VANDERLANDE shall at least be entitled to payment of the price stated in the Contract calculated on the basis of the Services provided upon the occurrence of the Force Majeure event, increased by all costs incurred by VANDERLANDE because of the Force Majeure. However, should a Force Majeure event continue or it is to be expected to continue for a period exceeding ninety (90) Days after the written notification of Force Majeure, either Party is entitled to cancel the affected part of the obligations under the Contract without any further liability to the other Party.

12.4 In case of circumstances under Force Majeure that (potentially) endangers the situation of VANDERLANDE's employees and/or Sub-suppliers, such to the sole decision of VANDERLANDE, CUSTOMER shall assist VANDERLANDE to repatriate its employees and Sub-suppliers to the country of origin of the employees or any other country or region that is safe.

13. COMPLIANCE WITH LAWS AND STANDARDS

13.1 CUSTOMER acknowledges that the provision of the Services may be subject to requirements or limitations as set out in applicable law, statute ordinance, regulation, code or standard ("Laws and Standards"). CUSTOMER shall be exclusively responsible for (i.) ensuring compliance with all Laws and Standards associated with the Services; and (ii.) obtaining all necessary approvals, permits or clearances. Delays attributable to late or non-availability of such permits or authorizations shall be for CUSTOMER's account.

13.2 If any law, (internal and/ or external) regulation or requirement, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of VANDERLANDE and/or the time for completion, the price shall be adjusted to take into account such changes in legislation made after the date of issuance of the quotation. VANDERLANDE shall give notice to the CUSTOMER. After receipt of such notice the parties shall also determine the extension of time to which VANDERLANDE is entitled.

13.3 VANDERLANDE and Sub-suppliers shall only provide the Services in compliance with the applicable Health, Safety & Environmental-Plan ("HSE-Plan") mutually agreed upon with the CUSTOMER. The HSE-plan is at all times an inseparable part of the Contract. If any situation arises which imperils or could imperil the safe execution of the Services resulting from any non-compliance with the HSE-Plan, VANDERLANDE reserves the right to evacuate the site or a part thereof and suspend the concerning Services for an undefined period until the non-compliance of the HSE-Plan is neutralized, without any liability to CUSTOMER or any third party.

14. INDEPENDENT CONTRACTORS

VANDERLANDE and CUSTOMER are independent contractors, and the relationship created hereby shall not be deemed to be that of principal or agent. No sale to or obligation of either party towards a third party shall in any way bind the other party. Unless agreed otherwise, VANDERLANDE and its affiliates are entitled to refer to CUSTOMER and the Contract or the Services for external communication and/or publication for commercial and marketing reasons, without the further prior written consent of CUSTOMER.

15. NON-ASSIGNMENT

Neither party may assign any of the rights or obligations under the Contract without the prior written consent of the other party.

16. SUSPENSION AND TERMINATION

16.1 If the Customer intends to suspend the Services, for whatever reason, CUSTOMER shall send a written notification to VANDERLANDE within a reasonable time, before the proposed suspension of the Services and stating the reason. And if VANDERLANDE has to make provisions as a result of the suspension, CUSTOMER shall compensate all reasonable costs and/or provide an extension of time, if the suspension is not due to the sole breach of contract by VANDERLANDE. In case the suspension continues for more than one month, CUSTOMER shall make the payment for the Works already carried out, as far as payment has not already taken place pursuant to the payment schedule. If the suspension of the Works continues for more than three (3) months, VANDERLANDE may by notice to CUSTOMER require permission to proceed within thirty (30) Days. If the permission is not granted, VANDERLANDE may terminate the Contract and CUSTOMER shall take over the Works without delay following dissolution or termination. VANDERLANDE shall at least be entitled to payment of the price stated in the Contract calculated based on the status of the Works supplied and carried out at the time of termination, increased by all costs incurred by VANDERLANDE because of non-completion.

16.2 If (a) CUSTOMER is in default with the performance of its obligations towards VANDERLANDE, or (b) if VANDERLANDE has reasonable doubts with respect to CUSTOMER's performance of its obligations towards VANDERLANDE and CUSTOMER fails to supply to VANDERLANDE adequate assurance on CUSTOMER's performance before the date of the scheduled performance and in any case within thirty (30) Days of VANDERLANDE's demand for such assurance, or (c) if there is an export and/ or import restriction as described under article 22; or (d) if CUSTOMER becomes insolvent or unable to pay its debts as they mature, or (e) goes into liquidation (otherwise than for the purposes of a reconstruction or amalgamation) or (f) any bankruptcy proceeding shall be instituted by or against CUSTOMER or (g) if a trustee or receiver or administrator is appointed for all or a substantial part of the assets of CUSTOMER or (h) if CUSTOMER enters into a deed of arrangement or makes any assignment for the benefit of its creditors, then, without prejudice to any other rights of VANDERLANDE, VANDERLANDE may by notice in writing forthwith:

- (i.) demand re-performance of any obligation by CUSTOMER and take re-possession of any goods which have not been paid for, for which purpose CUSTOMER hereby grants an irrevocable right and license to VANDERLANDE to enter upon all or any of the premises where the Works are or may be located and all costs relating to the recovery of the Works shall be for the account of CUSTOMER; and/or
- (ii.) suspend providing the Services or terminate the Contract for outstanding Works unless CUSTOMER makes such payment for the Services on a cash in advance basis or provides adequate assurance of such payment for the Services to VANDERLANDE, without any judicial intervention or being liable for any compensation of whatsoever kind arising out of or in connection with such suspension or termination.

In the event of (i.) and/or (ii.), all outstanding claims of VANDERLANDE shall immediately become due and payable with respect to the Services provided and goods not re-possessed by VANDERLANDE.

16.3 In case of a termination (including any transfer of the premises or the installation) which, as a result thereof, may affect the employees of VANDERLANDE and to which the regulations regarding the Transfer of Undertakings and Protection of Employment ("TUPE" regulations), or the equivalent under applicable law, may apply, CUSTOMER will inform VANDERLANDE as soon as possible about the potential transfer and will indemnify VANDERLANDE in respect of any claims made by the employees following the transfer or made as a consequence of the transfer including any claims relating to the requirement to inform and consult with the employees and others and claims that any dismissal or change of terms of employment is unfair or unlawful.

16.4 VANDERLANDE shall be entitled to receive reimbursement in respect of the costs of termination of the Services and withdrawal from the site, including (but not limited to) the costs associated with the redundancy of the employees (where there is a genuine redundancy situation and no transfer under TUPE regulations) and/or any claims referred to in article 16.3, and any contractual commitments with any Sub-supplier to the extent that VANDERLANDE cannot lawfully or reasonably terminate these contracts without incurring costs.

17. NOTIFICATIONS AND COMMUNICATIONS

All notices or other communications required by the Contract shall be in writing and sent by e-mail, fax or registered mail, return receipt requested, to the parties at their respective addresses set out in the Contract or such other addresses as may be notified to the other party for such purpose and shall upon proof of posting be deemed to have been served five (5) Days after the same was posted. Any electronic communication between VANDERLANDE and CUSTOMER shall be considered to be a "writing" and/or "in writing". The electronic communication system used by VANDERLANDE will serve as sole proof for the content and the time of delivery and receipt of such electronic communication.

18. CONFIDENTIALITY

All information, including but not limited to specifications, drawings, sketches, data or other documentation, disclosed to or developed by VANDERLANDE in the context of the Contract, (i) remains the property of VANDERLANDE, (ii) will be treated by CUSTOMER as confidential information, (iii) shall not be used by CUSTOMER for any other purpose than for the performance of the Contract or the Works, and (iv) will only be communicated and distributed to those CUSTOMER's employees, who have a need to know the information. At VANDERLANDE's request CUSTOMER shall sign a separate non-disclosure agreement.

19. WAIVER

Failure by VANDERLANDE to enforce at any time any provision of these Conditions shall not be construed as a waiver of VANDERLANDE's right to act or to enforce any such term or condition and VANDERLANDE's rights shall not be affected by any delay, failure or omission to enforce any such provision. No waiver by VANDERLANDE of any breach of CUSTOMER's obligations shall constitute a waiver of any other prior or subsequent breach.

20. SEVERABILITY AND CONVERSION

In the event that any provision of these Conditions shall be held to be invalid or unenforceable, such shall not affect in any respect whatsoever, the validity or enforceability of the remaining provisions between the parties. The provisions that are held to be invalid or unenforceable shall be adjusted to provisions satisfying the legal and economic intent of the original provisions to the maximum extent permitted by law. The parties' rights and obligations shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, directors, officers, employees, agents and legal representatives. Termination of one or more of the rights and obligations of the parties, for whatsoever reason, shall not affect the provisions of these Conditions that are intended to continue to have effect after such termination.

21. LIMITATION OF ACTION

No action by CUSTOMER shall be brought unless CUSTOMER first provides written notice to VANDERLANDE of any claim alleged to exist against VANDERLANDE within thirty (30) Days after the claim becomes known to CUSTOMER, and an action is commenced by CUSTOMER within three (3) months after such notice.

22. EXPORT & IMPORT RESTRICTIONS

CUSTOMER, VANDERLANDE and Sub-suppliers shall at all times comply with international sanction laws and regulations issued by the European Union, the United States of America and/or the United Nations (as well as applicable local laws and regulations). Notwithstanding any obligation under the Contract to complete all export and/ or import formalities, any export and/ or import restrictions applicable to CUSTOMER, to CUSTOMER's country or the country where the Services are to be provided, and which substantially impede VANDERLANDE and Sub-supplier from meeting its obligations under the Contract, shall release VANDERLANDE and Sub-supplier from the (further) execution of its obligations under the Contract without any liability to CUSTOMER or any third party. Termination of the Contract on this basis shall be pursuant to article 16.2.

23. BUSINESS ETHICS AND INTEGRITY

23.1 All businesses, projects, contracts and operations conducted by VANDERLANDE and its business relations shall be provided in accordance with all applicable laws and regulations and to the highest standards of business ethics and integrity. These principles prohibit the giving or offering to any person or legal entity of any commission, advance, gratuity, bribe, gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of a project or an agreement.

23.2 Acting in breach or in contravention of article 23.1 by either party entitles the other party to terminate the Contract without any notice period despite of any further actions it is entitled to take under applicable law.

24. GOVERNING LAW AND JURISDICTION

24.1 The parties' rights and obligations arising out of or in connection with VANDERLANDE's quotation and the Contract shall be governed, construed, interpreted and enforced according to the substantive laws of the country where VANDERLANDE is officially registered, excluding principles of conflict of laws. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

24.2 All disputes arising in connection with the Contract and which cannot be solved amicably shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The language to be used in the arbitral proceedings shall be English and the seat of arbitration shall be Geneva, Switzerland. In addition to said arbitration rules, the parties agree that the arbitration shall be conducted according to the IBA Rules of Evidence in International Arbitration as current on the date of commencement of the arbitration.