GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT OF the private company with limited liability Bengi Engine Repair & Trading B.V. Einsteinweg 14 :208 KK Spijkenisse registered at the Chamber of Commerce under number 24256038

### ARTICLE 1: APPLICABILITY

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a. These terms and conditions apply to all offers, sales and deliveries by Bengi Engine Repair & Trading B.V. (with registration number chamber of commerce 24256038), hereinafter referred to as Bengi, to a third party, to all activities executed by Bengi by order of a third party, and to all agreements in the broadest sense of the word entered into by Bengi with a third party.

b. These terms and conditions apply in and outside the Netherlands, regardless of the place of residence or registered office of the parties involved in any agreement, and regardless of the place where the agreement has come about or should have been implemented.

c. I. Bengi has various activities in the field van diesel engine technology. The character of the different activities means that these terms and conditions are composed of a common part and a particular part, being the anomality.

activities means that these terms and conditions are composed a common part of the appendix, c.2. Provisions have been added to the appendix with respect to repairs and maintennee pertaining to several articles in these terms and conditions. To the extent these provisions depart from what has been included in this regard in the common section, the deviating provisions of the appendix shall prevail. c.3. Several provisions of the appendix include distinctions when compared to what has been generally determined in the communal section. These distinctions should be read inter alia as examples, but they are not limited thereto, which do not preclude the additional effect of the matters argued by Bengi in the communal section. Nor do they limit the rights of Bengi where these are not described in these terms and conditions.

conditions.

d. If the Other Party has purchase conditions in place, these purchase conditions will not be binding for Beng in so far as they deviate from these terms and conditions.

e. Any deviation from these terms and conditions used or allowed by Beng iat any time to the benefit of the Other Party can never be construed as the latter's right to appeal to it later or to claim the application of such distriction for the time was constructed.

Other Farity can reto as an established fact.

If the Other Party takes note or could have taken note of these general conditions in another language
the Dutch language and differences in interpretation arise from the respective versions, the Dutch very language and differences in interpretation arise from the respective versions, the Dutch we will prevail over the version in the foreign language, unless Vexxon expressly waives this in writing.

ARTICLE 2: OFFERS

a. All offers and quotations are non-committal, unless explicitly stated otherwise. They have been made to the best of Bengi's knowledge and are based on data that may have been provided on the request for an offer.

b. The specifications provided by Bengi on websites, in images, catalogues, brochures or drawings or in any other way with respect to size, capacity, performance, colour, material structure, finish or results should be regarded as having been provided as estimates and as having been provided enon-committally. Bengi is not held to comply with these specifications and therefore does not accept any liability for any

incorrectness in these data.

ARTICLE 3.1: ORDERS/AGREEMENTS

order is understood to mean: every agreement with Bengi, regardless of whether it undertakes e activities or make staff, material or space available or carry out any other performance whatsoev in the broadest ser

a. An order is understood to mean: every agreement with Bengi, regardless of whether it undertakes over execute activities or make staff, material or space available or carry out any other performance whatsoever, in the broadest sense.

b. All agreements entered into with Bengi will only become binding upon a written confirmation by Bengi or due to Bengi having commenced the execution of the order. Any supplements or changes to the aforementioned agreements will only become binding for Bengi after and in so far as these have been accepted and confirmed in writing by Bengi. The Other Party will be deemed to have accepted changes or supplements agreements event into with Bengi if the Other Party has not objected in writing against these changes and/or supplements within eight days after they have or could have taken cognizance of these changes and/or supplements within eight days after they have or could have taken cognizance of these changes and/or supplements are related.

Only the Board of Directors and possibly those explicitly authorised by the Board of Directors to enter into agreements on behalf of Bengi are allowed to dos.

c. Unless explicitly agreed on otherwise in writing, Bengi is entitled at all times to have part of the order or the entire order executed by a third party, without the need for permission of the Other Party on the understanding that these terms and conditions also apply in the favour of this third party, provided that Bengi authorises such third party in writing – even afterwards, if necessary – to appeal to these terms and conditions without this authorisation causing any obligations for Bengi.

d. Bengi is entitled to alientee and/or excumber the Agreements made with the Other Party without requiring the Other Party's consent. The Other Party is not permitted such actions.

e. In instances in which Bengi has agreed with the Other Party to supply a service to the Other Party, that service is subject to a best efforts obligation.

f. Contract extras are executed by agreement, unless t

agreed.

If there is no one available from and/or on the part of the Other Party to sign off and Prodin submits to the Other Party, whether or not in writing, worksheets and/or timesheets, the work related to such is deemed to have been carried out in a correct manner.

In instances in which Bengi executes work for the Other Party outside the Netherlands, the Other Party shall be held liable for all levies, fines, taxes and social security contributions that are imposed on Bengi or on the third party engaged by Bengi, regardless of which government authority imposed it, and shall, at Bengi's first request and within the term set by Bengi, pay the relevant amounts to Bengi or into the bank account of the relevant authority specified by Bengi.

ARTICLE 3.2. PERPETUAL CLAUSE.

with the Other Party. Bengi wishes not to be become involved in any w a.2. When conducting business with the Other Party, I corruption, terrorism and/or in transactions that are a.2. When conducting business with the Other Party, Bengi wishes not to be become involved in any way in corruption, terrorism and/or in transactions that are subject to embargos of the Member States of the European Community, neither directly nor indirectly. By the formation of agreements between Bengi and the Other Party, during which the Other Party could, at that time or prior to such, have taken note of these general conditions, the Other Party expressly notifies Bengi that the aforementioned circumstances are not in existence and that it is also not involved in such, neither directly nor indirectly. The Other Party also notifies in the aforementioned manner that the performance and/or goods delivered by Bengi shall not be used by the Other Party also not ins behalf in aforementioned circumstances, entered directly nor indirectly, b.2. If at any time the Other Party becomes aware, or has a reasonable suspicion, that it is or is becoming involved in the circumstances as referred to in this article under a.2, the Other Party is obliged to notify Bengi of this immediately.
If at any time Bengi becomes aware, or has a strong suspicion, that in respect of any agreement between it and the Other Party it is becoming, or threatens to become, involved in circumstances as set out under a.2 aforementioned. Bengi is entitled to terminate and/or suspend the agreements entered into with the Other Party either wholly or in part and to cancel any agreements still to be entered into Mengi as also entitled to estanction the right to cancellation, termination and/or suspends the namena as referred to in clause 10, exaction the right to cancellation, termination and/or suspends in a manner as referred to in clause 10, exaction the right to cancellation, termination and/or suspends to a manner as referred to in clause 10, exaction the right to cancellation, termination and/or suspends in a manner as referred to in clause 10, exaction the right to cancellation of confidentiality, in that event, Bengi cannot be held li piect to embargos of the Member St

behalf of the Other Party; neither directly nor indirectly.

ARTICLE 4: LIABILITY

ARTICLE 4: LIABILITY

a. Except for the provisions of Article 9 of these terms and conditions, Bengi is not liable for any dc
caused either directly or indirectly by the items delivered – including extra work – not being in comp
with the agreement, unless this is due to Bengi's intent or gross negligence. Consequently, Bengi als
not accept any liability in the event of serious calamities, such as but not limited to fire, water damage ar
outside contingency, such as war and earthquakes.

with the agreement, unless this is due to neural strained gives ingagence. Consequency, story, a more accept any liability in the event of serious calamities, such as but not limited to fire, where damage and any outside contingency, such as war and earthquakes, such as but not initiated to make a more and continued to the rendering of assistance, is involved in the performance of the transaction between Bengi and the Other Party, Beng is in no way or form liable for any loss caused on the part of the Other Party and/or the third party engaged by it, including not towards any ultimate client of the Other Party.

C. If Bengi should be liable for any observe any damage under the agreement, the damages payable will not exceed the invoice amount (exclusive of value added tax) with regard to the respective goods and/or services, with a maximum of EUR. 25,000,000 (in works; twenty) five thousand euros).

d. A claim under these terms and conditions does not suspend the Other Party's payment obligation towards Ronoi

A claim under these terms and conditions does not suspend the Other Party's payment obligation towards Bengi.

ARTICLE 5: PERIOD AND LOCATION OF DELIVERY

a. The periods of delivery mentioned in the offers, confirmations and contracts are to the best of Bengi's knowledge and will be complied with as much as pessible, but they are not binding for Bengi.

b. If these periods are exceeded due to whatever cause, the Other Party will not be entitled to damages, the other party will not be entitled to damages, the dissolution of the agreement or non-compliance with any obligation arising for them from the respective agreement or from any other agreement whether or not connected with this agreement.

c. If the delivery period is exceeded by a wide margin, at the discretion of Bengi, Bengi will enter into further consultation with the Other Party, or any other location to be decided by Bengi.

c. In instances in which Bengi must render a service, at any time and at any location, to the Other Party, or commission that service, the Other Party is responsible for a proper, safe work environment which is equipped for that service provision, including all the required mains services for the period that Bengi arries out its work to the extent desirable. Should, in the view of Bengi, that not be, or insufficiently, provided, Bengi is entitled to asspend its work and charge the costs of the delay to the Other Party. It is also entitled to provide a correct suitable work environment this equipped and ready for that service provision by the Other Party is response to the period that again, it is entitled to invoice the costs it incurs to this end, including its own costs, to the Other Party. It is also entitled to provide a correct suitable work environment this equipped and ready for that service provision by the Other Party is the costs of the good health of the gender hand the sequipped and ready for that service provision by the Other Party. The Other Party shall also arrange the removal of the materials that are left by Ben

period, the goods will be stored at the Other Party's expense.

After the period mentioned above, the total amount that would be payable for purchase or compliance, increased with the costs and interest, could be claimed from the Other Party, even without delivery of the said goods or services. The payment will then be deemed made as damages to Berngi.

I. If the Other Party does not comply with any obligation arising from this agreement or any other agreement connected with the order or does not do so in time, Bengi, upon informing the Other Party in writing that they are in default, without judicial intervention, will be entitled to suspend the execution, without Bengi beine held to now any damages.

### being held to pay any damages. ARTICLE 6: TRANSPORT AND TRANSPORT RISK

ARTICLE 6: TRAŃSPORT AND TRANSPORT RISK
a. The choice of the means of transport is for Bengi to decide.
b. The transport of the goods ordered from Bengi is for the account of the Other Party.
c.1. As from the moment of dispatch, all goods ordered/bought from Bengi, including any goods to be returned by the buyer-client, shall travel at the Other Party's risk. Even if delivery carriage paid to the delivery address has been agreed, the Other Party will be liable for any damage sustained during transport.
c.2. All correspondence conducted by or on behalf of Bengi with the Other Party are from the moment of sending at the risk of the Other Party. The Other Party must ascertain that the correspondence it has received and its content derive from Bengi. Bengi cannot held liable in any way by the Other Party, or on its behalf, for damage and/or changes to and/or corruption of the content of the correspondence sent by Bengi and or on its behalf.

for damage and/or changes to and/or corruption of the content of the correspondence seen by the properties on its behalf.

d. The goods will be delivered only to the ground floor. If goods are to be delivered at another location han at ground-floor level, the additional costs and risks are to be home entirely by the Other Party. If at the time of delivery the Other Party is not present or does not appear to be able to receive the goods or is otherwise in default to receive the goods. Bend will be entitled to convert the delivery into an obligation for the Other Party to collect the goods at the address provided by the carrier after the latter has informed the Other Party by leaving a written message to such reflect.

e. At arrival or receipt of the goods, the Other Party has to check the condition of the goods. If it then becomes apparent that the goods or materials have sustained damage, they have to take all measures to obtain damages from the carrier. By signing the receipt provided by or on behalf of Bengi, the Other Party declares they have received the goods in good condition.

ARTICLE 7: PRICES AND COSTS

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a. Bengli fixes a prince or fee for every order individually. This price or fee is exclusively intended as the amount to be paid for the performance to be executed by Bengli, including the normal costs involved. The prices mentioned in the offer are based on the cost price factors, such as, but not limited to, rares, wages, taxes, rights, expenses, cargo et cetera then known. In the event of an increase of any of these factors, Bengi will be entitled to excluding the first concentration.

b. Therefore, the price or fee does not include any levies imposed by the government or other bodies, including fines, insurance premiume controlled.

c. Bengi is entitled to demand down payments, or a deposit or security (in the form of a bank guarantee) in advance.

## d. Bengi reserves the right to charge shipping costs. ARTICLE 8: TERMS AND CONDITIONS OF PAYMENT

A RTICLE 8: TERMS AND CONDITIONS OF PAYMENT

a. Unless explicitly agreed on otherwise in writing, payment of invoices sent by Bengi must be made within (seight) days upon invoice date, without deduction of discounts and without any form of compensation. b. Bengi sentilled to charge a credit limitation surcharge of at least 2%, but only if this is explicitly stated in the invoice. Deduction of this surcharge from the invoice amount will be allowed, if the invoice amount is paid within 8 days upon invoice date.

b. All payments, without deduction or settlement of debt, are to be made at the offices of Bengi or into a bank or giro account to be designated by Bengi.

c. Discounts can only be granted upon numal consultation between Bengi and the Other Party. Unless explicitly agreed on otherwise in virting, these are one-off discounts. With subsequent transactions no appeal can be made to previous discounts.

ARTICLE 9: COMPLAINTS

a. Any complaints about the delivery of goods, the services provided and invoice amounts, must be submitted to Bengi in writing by registered letter within eight days upon receipt of the products, services or the respective invoices, with the facts to which the complaints are related carefully stated. The Other Party's right to complain lapses with respect to the goods and/or services used, edited and/or processed by or on behalf of the Other Party.

b. Complaints with respect to the stipulations in these terms and conditions as referred to in, inter alia.

right to complain lapses with respect to the goods and/or services used, edited and/or processed by or on behalf of the Other Party.

b. Complaints with respect to the stipulations in these terms and conditions as referred to in, inter alia, Arcide 6233, under a, of the Dutch Civil Code (voidness regarding one or multiple stipulations on the grounds of being unreasonably) onerous) must also be submitted to Bengi in writing by registered letter within eight days upon taking cognizance of, with the facts to which the complaints are related carefully stated. The right to complain lapses at the moment at which the agreement is brought about. The Other Party refrains from making an appeal afterwarks on the grounds of one or multiple stipulations in these terms and conditions being unreasonably onerous, in so far as the stipulations left to be unreasonably onerous are not imperatively prescribed by law.

c. If the complaints submitted do not comply with the provisions above, they can no longer be received, and the Other Party will be deemed to have approved the delivered goods and/or performed services. If in Bengi's opinion a justified complaint has been submitted, it will have the right to pay to the Other Party as sum in damages to be decided in mutual consultation, or to proceed on making a new delivery while keeping the current agreement unchanged, under the Other Party's obligation to return to Bengi the incorrect or faulty good(s) delivered carriage paid at the discretion of Bengi.

d. Bengi will only be held to take cognizance of complaints submitted, if at the moment at which the complaints are submitted the Other Party now the sinegrally complied with all their existing obligations towards Bengi, regardless of what these obligations consist of and from whatever agreement they arise.

RATHICE E. C. ANCELL ALTRIANSWILLITE LAND MINISTENSMIN.

e Return shipments insufficiently packed or bearing insufficient postage will be refused by Bengi. All return shipments from buyers or clients are for their account and risk.

ARTICLE IC CANCELLATION/DISSOLUTION AND SUSPENSION

a. If the Other Party is or remains in default in any way with respect to complying with their obligations regarding deliveries or activities executed or to be executed by Bengi previously, or pursuant to other obligations, Bengi has the right to suspend its obligations towards the Other Party or to cancel/dissolve the underlying agreements in whole or in part, without being held liable by the Other Party in any way and without prejudice to the rights to which Bengi is entitled.

Bengi will also have this right, if the Other Party is declared bankrupt, has petitioned for suspension of payment, the Debt Rescheduling Private Individuals Act (Wettelijke Schuldsanering Natuurlijke Personen – WSNP) is declared applicable, other forms of debt supervision or winding-up of the company or business activities occurs, or if – to the standards of Bengi – these circumstances threaten to occur. All claims Bengi has on the Other Party will then be immediatedly due and payable.

b. If the Other Party wishes to terminate/cancel the contract(s) that they have entered into with Bengi, then Bengi is also entitled to demand fulfillment of the contract(s) that they have entered into with Bengi, then Bengi is also entitled to demand fulfillment of the contract(s) that they have entered into with Bengi, then Bengi is also entitled to demand fulfillment of the contract(s) entered into; or, at the discretion of Bengi, then Bengi is also entitled to demand fulfillment of the market value or transaction value and, on cancellation, will owe termination of Bengi, of the agreed market value or transaction value and, on cancellation, will owe termination of Bengi, the

### Which also at the sole discretion of Bengi. ARTICLE 11: COMPENSATION IN THE CASE OF NON-PAYMENT OR LATE PAYMENT

which also at the sole discretion of Bengi,

ARTICLE II: COMPENSATION IN THE CASE OF NON-PAYMENT OR LATE PAYMENT

If payment of the invoices sent by Bengi has not taken place within 8 (eight) days upon invoice date, the
Other Party will be deemed to be legally in default and Bengi will have the right to charge to the Other Party
interest on the full payable amount as from the expiry date equal to the statutory interest rate with a
minimum of 19 is per month or a part of this, without prejudice to the other rights to which Bengi is entitled,
including the right to recover all costs under the claim, both judicial and extrajudicial costs, the latter of
which are fixed in advance at 15% of the amount to be claimed, with a minimum of EUR 250 (in words:
two handred and fifty euros), all of the above without notice of default.

NB: If the legislator was set the extrajudicial collection costs to be charged to the Other Party by law, the
Other Party will one extrajudicial collection costs to be charged to the Other Party by law, the
ARTICLE 12: RETENTION OF ITHLE
A. As long as the Other Party has not made full payment to Bengi, these goods, parts and installations delivered
to them by Bengi and/or activities executed for them by Bengi, these goods and/or materials, which are for
the Other Party security and the state of the other hardy has the middle of the other hardy has the region of the other hardy has contained and/or activities executed. Bengi, without any notice of default being required, has the right to take the
goods or materials back, in which case the agreement will be dissolved without any judicial intervention, without prejudice to the right of Bengi to claim compensation at law or extrajudicially for any damage
suffered by the object of Bengi to claim compensation at law or extrajudicially for any damage
suffered or yet to be suffered by Bengi, including loss suffered, lost profit, interest, transport costs etc.

C. Bengi reserves the right to actually retain goods, tools, materials, whiches, money, negot

at any moment of its choosing,

ARTICLE 15: FORCE MAJEURE

a. In the event of force majeure Beng is no longer held to comply with its obligations towards the Other

Party. Force majeure includes such events and situations which have a clearly identifiable and direct
influence on the company Bengi, such as, but not limited to, serious interruptions of its production process,
war (also outside the Netherlands), roit, epidemic, five, traffic disruption, strike, exclusion, loss or damage
during transport, accident or sickness among its staff, import restrictions or other limitations imposed by
governments etc. Bengi will be discharged from its obligations, regardless of whether force majeure
occurred in its own company or elsewhere, such as in the companies of suppliers, carriers, wholesalers etc.

b. In the event of impediments to executing the agreement due force majeure, Bengi will be entitled,
without judicial intervention, to suspend the execution of the agreement for a period not exceeding six
months, or to dissolve the agreement in whole or in part, at the discretion of Bengi. The Other Parry will
receive a written notice of such decision made by Bengi.

ARTICLE 14: NIFELECTUAL PROPERTY RIGHTS, DESIGN PROTECTION

a. The intellectual property rights to all products manufactured, services provided etecter aby Bengi
clado for the benefit of the Other Parry) belong to Bengi. The use or alternative use of these rights,
designs, choice of materials, images, descriptions and/or ideas of Bengi is strictly prohibited, unless
Bengi has granted explicit approval in writing and all conditions stipulated by Bengi in this respect
have been fully complied with.

b. If the Other Parry does not comply with the provisions as set out under 14a, Bengi will be entitled,
without any further notice of default and/or judicial intervention being required, to claim a fine of at least
EUR II.3500 (in mortice) even thousand five hundred euros) per day or a part thereof as long as this noncompliance contracts.

# ARTICLE 15: GUARANTEES

A Bengi will exclusively grant a guarantee in accordance with the provisions of the guarantee clause, if such provisions have been delivered together with the products. In such cases, the guarantee will only take effect after the Other Perry has informed Bengi of their request in writing by registered letter.

b. If a guarantee is provided by Bengi but if no guarantee clause has been provided, the guarantee term will not exceed six months after delivery of the respective goods. The Other Party will also need to inform Bengi of their request in writing by registered letter.

of their request in writing by registered letter

uarantee includes repair or replacement of the goods delivered, or full or partial crediting of the d goods, such to be decided by Bengi. Outside contingency can never lead to Bengi being held to provide any guarantee.

d. The goods taken in for repairs by Bengi or with a therefore engaged third party remain in all cases for risk of Other Party.

ARTICLE 16: CONSIGNMENTS ON APPROVAL
Only upon prior written confirmation by Bengi to the Other Party, the goods delivered by or on behalf of
Bengi can be considered consignments on approval for shows, exhibitions, trade fairs and/or other purposes
to be indicated by Bengi.

# NOTE: MICHAELE UTY DESIGN. These general terms and conditions also fully apply to goods on approval and on consignment. ARTICLE 17: APPLICABLE LAW AND COMPETENT COURT

ARTICLE 17: APPLICABLE LAW AND COMPETENT COURT

a. All offers, assignments and contracts to be entered into with Bengi are governed by Dutch law. 
Nevertheless, Bengi is at liberty to be able and entitled to rely at any time on the applicable law of the 
country in which the Other Party is established. In such a case, contrary to the provisions set out made by, the 
dispute will be submitted to the court that is competent ratione materiae in the Other Party's jurisdiction. If 
the nature of the transaction(s) so warrants, Bengi is able and entitled to rely at any time on the Vienna Sales 
Convention. It is not necessary for Bengi to notify the Other Party of its choice in advance.

b. All disputes will be submitted to the district Court of Rotterdam that is competent ratione materiae or to 
another competent judicial authority, at the discretion of Bengi.

c. If any article or panagraph of these general terms and conditions becomes invalid, the other articles will 
remain valid.

### CONCLUDING PROVISIONS:

CONCLIDING PROVISIONS:

These terms and conditions have been prepared and filed for the benefit of Bengi by <u>De Incassokame</u>
<u>B.V.</u> and have come about under the applicability of its current and future general terms and
conditions of sale, delivery and payment, with due observance of Book 6. Tild 3 of the Dutch Civil ese general terms and conditions are also subject to the © convright of De Incassokamer R.V.

### Appendix G

a. Bengi refers to it provisions of Articles 1.c.1. to 1.c.3. inclusive on the scope of applicability
 b. The activities included in the Appendix are:

1. Repairs/maintenance

1.1 Repairs are understood to mean the execution of work for the purpose of repairing faulty equipment ftware and functionalitie

Maintenance is understood to mean the execution of work for the purpose of ensuring that the equipment

Mantenance is understood to mean the execution of work for the purpose of ensuring that the equipment, software and functionalities work as well as possible.

1.2 The work done by Bengi for repairs and maintenance is subject to a best efforts obligation based on the knowledge and means available to Bengi for the solution of the questions and/or problems related to the product type, remotedy or otherwise.

1.3 Insofar as the goods delivered for repairs and/or maintenance by Bengi and/or the third party/parties engaged by Bengi contain information-carrying parts and/or the information processing of other goods is affected. Bengi can never be held liable for any loss of information before, during or after the repairs and/or winterconserved.

maintenance.

The same applies to whether these function properly or not and/or to an incorrect influencing. Bengi can never be held responsible by and/or on behalf of the Other Party for the storage of the information from the information-carrying goods, neither before, during nor after the work executed.

1.4 In instances in which the removal of software and/or data has been agreed with the Other Party, or if that is deemed necessary by the Other Party for the sake of the work to be executed by Bengi, that removal shall be carried out on the basis of the knowledge and means available to Bengi. Bengi cannot be held liable in any way by and/or on behalf of the Other Party if, at any time later, it emerges that it is impossible to recover the removed software and/or data fully or partially with the means and knowledge available at that time.

recover the removed sortware and/or data tuny or partially with the means and knowledge availate at that time.

1.5 The Other Party should arrange adequate storage of the aforementioned information prior to the shipment of the goods that are to be repaired or to which maintenance is to be carried out.

1.6 The Other Party should, in the event of loss or the omission of the necessary information on the information-carrying parts, send them immediately to Beng it a Bengi 's first request.

1.7 While carrying out repairs and/or maintenance work on site, Bengi can also never he held liable for damage to, for example but not limited to, equipment, firmiture, ships and buildings that is the direct and/or indirect consequence of the work executed for the Other Party by and/or on behalf of Bengi, unless it involves willful conduct or gross needigience. Bengi can never be held liable by and/or on behalf of the Other Party if the repairs and/or maintenance rendered do not have the desired effect.

1.8 In all cases the Other Party beast he risks for the goods accepted for repair and/or maintenance by Bengi at Bengi's premises or at those of a third party it has engaged. The Other Party should arrange adequate insurance that covers every form of direct and indirect damage, such as, but not limited to, fire, water damage, loss and thet.

1.9 Bengi has the right to carry out the repairs and/or maintenance at its own discretion, without having to consult the Other Party in that matter, even if the costs of the repairs and/or maintenance as substantial in proportion to the new value and/or a replacement product and even if they exceed that value in an incidental case.

L10. Although Bengi is entitled to choose, as it sees fit, the replacement parts for the repairs and/or maintenance and to charge them the Other Party without it being required to submit this to the Other Party or for assessment, even if those replacement parts are not original and/or new. In this matter, Bengi is also entitled to charge the Other Party for costs made externally. The ownership of the replaced parts is automatically transferred to Bengi during repairs and/or maintenance and Bengi can and may use them freely without it being required to notify the Other Party of this, unless this has explicitly been agreed otherwise or if Bengi relinquishes this right.

L11 The Other Party is obliged to arrange the clearing up, removal and disposal of the waste products, materials, cils, packaging etc, left behind by, or on behalf of, the Other Party without Bengi being charged for those costs.

naterials, oils, packaging etc. The behind by, or on behalf of, the Other Party without Bengi being charged for those costs.

1.13 Bengi is always entitled to charge the costs of an examination into the possibilities and impossibilities of repairs and/or maintenance, for example, but not limited to, if it emerges from the examination that the costs of repairs and/or maintenance will be dispropriorinately high, that the repairs and/or maintenance are no longer possible or that the repairs and/or maintenance are no longer possible or that the repairs and/or maintenance will be dispropriorinately high, that the repairs and/or maintenance are no longer possible or that the repairs and/or maintenance are not to be carried according to instructions given by and/or an behalf of the Other Party.

1.13 If Bengi ascertains that the goods delivered or presented for repair and/or maintenance cannot be returned goods in question within the reasonable term of 4 weeks after being notified of this, Bengi is entitled to destroy, dispose of, recycle or alienate the goods in question, the costs of which shall be reimbursed by the Other Party after repeatedly being presented by Bengi.

1.14 The right specified in 1.13 of this appendix also applies to goods returned to the Other Party that are not received by the Other Party after repeatedly being presented by Bengi.

1.15 In instances in which Bengi carries out repairs and/or maintenance on site, the Other Party should ensure that the work environment at that site is sufficiently equipped to guarantee thorough and quick progress of the repairs and maintenance to be carried out by and/or on behalf of Bengi. This includes, but is not limited to, such things as a suitably equipped work space, including bearing, lighting, the necessary to the control of the propropriate lifting gear for the work.

1.16 in instances in which Bengi agrees with the Other Party to carry out repair and/or maintenance work on site for the Other Party, that work shall be carried out on working days (Mondays

and/or maintenance.

In both cases the Other Party cannot make any claim for compensation, nor for damage incurred directly

and/or indirectly.

1.17 Bengi is entitled to charge the Other Party for costs, including travel expenses incurred and the costs due to lost time, if Bengi, in its opinion, was not given sufficient opportunity, due to the Other Party's actions, or actions on the part of the Other Party, to carry out its repair and/or maintenance work at the

agreed time.

1.18 If the time and/or the location of the repair and/or maintenance work that is to be carried out create travel and/or subsistence expenses, such at Bengi's discretion, Bengi is entitled to charge the Other Party for

ose expenses.
the case of work carried out abroad, the Other Party shall bear, in addition to the above, the expense and In the case of work carried out abroad, the Other Party shall bear, in addition to the above, the expense and risk for charges, duties, taxes, fines, exte imposed by any government authority of the country in question.

1.19 In the event of early termination by the Other Party, the Other Party is obliged to fulfill the financial obligations for the remaining period and/or the remaining work that is to be carried out arising from the previously concluded Agreement, without the Other Party being able to derive any rights from it.

1.20 The repair and/or maintenance work agreed with the Other Party shall be carried out conscientiously by and/or behalf of Bengi, where the aim shall be to complete the work within the promised term. If that term is exceeded, regardless of the circumstances, the Other Party cannot make any claim for compensation, nor for

damage incurred directly and/or indirectly