

Garantiebepalingen DEUTZ AG

(DEUTZ motoren, DEUTZ ruilmotoren (DEUTZ XCHANGE ENGINE), originele DEUTZ onderdelen en originele DEUTZ ruilonderdelen (DEUTZ XCHANGE PARTS).

Algemeen

De garantiebepalingen vermeld in onze Algemene verkoop- en leveringsvoorwaarden gelden boven alles en dus ook boven onderstaande bepalingen. De onderstaande bepalingen gelden als supplement; indien onderstaande bepalingen die uit de algemene verkoop- en leveringsvoorwaarden tegen zouden spreken dan gelden de garantiebepalingen die gemeld staan in de algemene verkoop- en leveringsvoorwaarden.

Artikel 1

Distributeur (DPS Power BV e/o DPS Power NV) garandeert dat elke nieuwe DEUTZ motor of originele DEUTZ Xchange motor (Motor) of originele nieuwe DEUTZ onderdelen of DEUTZ Xchange onderdelen (Onderdelen) geleverd door of via distributeur, aangekocht door de opdrachtgever en juist gemonteerd in een applicatie, bij normaal gebruik en normale omstandigheden, vrij zijn van gebreken en defecten in arbeid en materialen. Wanneer, tijdens de garantieperiode die aanvangt bij de levering van de Motor of het Onderdeel, blijkt dat er een defect in materiaal of arbeid is welke uitsluitend veroorzaakt is door distributeur's fabrikant (DEUTZ AG) en de opdrachtgever heeft distributeur schriftelijk hiervan op de hoogte gesteld binnen die periode, dan zal distributeur voor haar eigen rekening en keuze het defecte Onderdeel of Motor repareren of vervangen. Distributeur is vrij te bepalen of dit op locatie van de opdrachtgever geschiedt of op een andere door distributeur te bepalen locatie. Elke Motor of Onderdeel welke wordt vervangen wordt eigendom van distributeur. De garantietermijn van elk vervangen of gerepareerde Motor of Onderdeel loopt tot het moment dat de originele garantieperiode van de oorspronkelijke Motor of Onderdeel verstrijkt. De garantieverplichtingen van distributeur zijn uitdrukkelijk gebaseerd op het feit dat de opdrachtgever heeft voldaan aan al haar verplichtingen ten aanzien van de aankooporder, inclusief, zonder beperkingen, alle betalingsverplichtingen.

Artikel 2

Motoren (nieuw of Xchange) De garantie dekking welke van toepassing is op de DEUTZ motorenserie is -met in acht name van het aangegeven draaiuren aantal- als volgt:

| Garantie periode | Bedrijfsuren | Garantie Dekking | |
|------------------|--|--|---|
| 12 maanden | Onbeperkt | Alle componenten | |
| 24 maanden | 1008, 1008F 909, 1011, 1011F, 2010, 2011 2008, 2009, TCD 2.9, TCD 3.6 1012, 2012, 1013, 2013, TCD 4.1/6.1/7.8 910, 912, 913, 914 413, 513,1015, 2015, TCD 12.0/16.0 | 1000h 2000h 2000h 3000h 3000h 5000h | Alle componenten |
| 36 maanden | 1008, 1008F 909, 1011, 1011F, 2010, 2011 2008, 2009, TCD 2.9, TCD 3.6 1012, 2012, 1013, 2013, TCD 4.1/6.1/7.8 910, 912, 913, 914 413, 513,1015, 2015, TCD 12.0/16.0 | 1500h 3000h 3000h 4500h 4500h 7500h | Hoofdc componenten, motorblok krukas nokkenas, drijfstang, cilinderkop (gietwerk) |

De Motor garantie vangt aan op de datum van inbedrijfstelling doch niet later dan 6 maanden na levering affabriek. Indien de inbedrijfstelddatum niet schriftelijk aan distributeur bekend is gemaakt dan wordt de inbedrijfstelddatum gelijk aan de datum van levering affabriek geacht en vangt de garantie derhalve aan op de datum van levering affabriek.

Artikel 3

Onderdelen: op alle nieuwe originele DEUTZ onderdelen of DEUTZ Exchange onderdelen is een garantie periode geldig van 12 maanden na datum van aanschaf door opdrachtgever.

Artikel 4

Deze garantie dekt niet: (i) slijtage of contaminanten; (ii) blootstelling aan schadelijke stoffen, corrosie, langdurige of onfatsoenlijke opslag; (iii) normale onderhoudswerken of reparatie of vervanging van onderdelen ten behoeve van normale onderhoudswerken; (iv) ondegelijke installatie, gebruik, brandstoffen, smeermiddelen, bediening, onderhoud, transport of verpakking; (v) misbruik, wijzigingen, nalatigheid en ongevallen; (vi) chemische of elektrische werkingen; en (vii) niet geautoriseerde reparaties.

Evenmin dekt de garantie:

- In geval van Motoren: kosten van (de-)monteren van de motor uit/in een eventuele machine, de kosten van excessieve reistijden en -afstanden (> 100km enkele reis)
- In geval van Onderdelen: kosten anders dan reparatie (in de eigen werkplaats) van het onderdeel e/o vervanging daarvan

(in specifieke gevallen kunnen Garantiebepalingen andersluidend zijn/vraag ernaar bij uw distributeur)

Artikel 5

Deze garantie dekt geen enkel component dat door Distributeur geleverd is en door iemand anders dan DEUTZ AG gefabriceerd is, zoals componenten die door Distributeur bij haar leveranciers (anders dan DEUTZ AG) zijn betrokken. Dergelijke componenten worden alleen door garantie, indien aanwezig, gedekt wanneer deze wordt afgegeven door de leverancier zelf, de garantiebepalingen worden op verzoek van de klant verstrekt.

Artikel 6

Indien aanspraak op garantie wordt gemaakt dient de opdrachtgever dit vooraf schriftelijk aan distributeur kenbaar te maken conform lid 1 van dit supplement, binnen 10 dagen na vaststelling van het defect. Het is niet toegestaan dat de opdrachtgever in eigen beheer garantiewerken uitvoert, ofwel door derden doet/laat uitvoeren, ofwel garantiedelen uitwisselt of vervangt, ofwel achteraf een claim voor garantie indient ofwel kosten aan distributeur in rekening brengt.

Artikel 7

EXPLICIET wijst distributeur aanspraak op garantie af indien schade aan Motor of Onderdeel binnen de garantietermijn optreedt en is veroorzaakt door onjuiste montage door opdrachtgever zelf. Indien de montage door of via de opdrachtgever zelf plaatsvindt dan is deze zelf volledig verantwoordelijk voor een juiste montage conform de door DEUTZ gestelde fabrieksrichtlijnen. Uitsluitend indien de montagewerkzaamheden door distributeur worden uitgevoerd dan is distributeur verantwoordelijk voor een juiste montage volgens de DEUTZ fabrieksrichtlijnen.

Artikel 8

Indien distributeur's fabrikant (DEUTZ AG) garantieclaims afwijst dan worden de door distributeur gemaakte kosten die betrekking hebben op de oorspronkelijke garantieaanvraag, de herstelwerkzaamheden, de geleverde onderdelen, diensten, verplaatsingen en dergelijke door distributeur onverminderd tegen de gebruikelijke tarieven aan de opdrachtgever doorbelast. Over de reden van afwijzing zal desgevraagd worden gecorrespondeerd, de gebruikelijke tarieven zijn op aanvraag leverbaar.

Artikel 9

Distributeur is onder alle omstandigheden uitsluitend gehouden tot reparatie e/o vervanging van het defecte onderdeel e/o de motor, zoals in voorgaande artikelen gestipuleerd. Elke claim in het kader van gevolg e/o vervolgschade is bij voorbaat uitgesloten van garantie, inclusief maar niet uitsluitend bijvoorbeeld schade als gevolg van niet inzetbaar zijn van machines, noodzakelijke sluitingen, omzet- en winstderving etc.

Artikel 10

Voor details van de DEUTZ AG garantie gelieve contact opnemen met uw distributeur:

DPS Power B.V.
Malachiet 300
3316 LD Dordrecht
T: +31 (0) 180 333 111
www.dpspower.com

DPS Power N.V.
Zwarte Weg 1
2030 Antwerpen
Tel. +32 (0) 3 546 02 60
www.dpspower.com

Servicevoorwaarden en bijbehorende voorwaarden 2019 DPS Power B.V. V1.10 (aan- onder andere- jaarlijkse veranderingen onderhevig, bijvoorbeeld prijsstijgingen)

Algemeen

Deze bijlage maakt onverkort deel uit van bijgesloten orderbevestiging behorende bij de uitvoering door DPS Power B.V. van herstellingen aan DEUTZ motoren. Opdrachtgever verklaart zich volledig akkoord met alle richtlijnen, tarieven en bepalingen zoals hierin genoemd.

Veiligheid en milieu

DPS Power B.V. is VCA* gecertificeerd, bedoeld om veiliger te werken en het aantal ongelukken te verminderen. Ons VCA-systeem voldoet aan de eisen die in Europese normen zijn vastgelegd. De opdrachtgever dient de lokale milieu- en veiligheidswetten en -reglementen in acht te nemen. Alle eventueel voorkomende kosten voortvloeiend uit en/of verband houdend met het verzamelen, verwerken, opslaan en vervoeren van materialen, afval etc. hetgeen binnen bovengenoemde wetten en reglementen valt zijn, voor rekening opdrachtgever.

Servicevoorwaarden

Voor de service- en werkuur tarieven van DPS Power B.V. verwijzen wij u naar de bijlage. DPS Power B.V. plant serviceafspraken op locatie vooraf in op basis van dagdelen. Annulering van gemaakte afspraken dienen uiterlijk 24 uur van te voren worden gemeld. Bij niet tijdige afzegging kan 50% van de geboekte uren in rekening worden gebracht.

Voorrijtarieven

DPS Power B.V. hanteert een vast voorrijtarief per opdracht, per monteur, per dag. Bij elk herhalingsbezoek / elke opdracht wordt het voorrijtarief opnieuw doorbelast. In het voorrijtarief zijn de reizen en kilometers inbegrepen, ongeacht uw standplaats in Nederland of België (er wordt niet met variërende reiskosten gerekend bijvoorbeeld vanaf standplaats hoofdkantoor). Indien het voorrijden plaatsvindt en aansluit op de normale werkuren (op werkdagen) dan bedraagt het voorrijtarief 199 euro. Indien het voorrijden niet aansluit op de normale werkuren (bijvoorbeeld tijdens nooddienst en in het weekend en feestdagen) dan geldt een voorrijtarief van 355 euro.

24/7 Nooddienst

In geval van noodsituaties en calamiteiten staat het service team van DPS Power B.V. 24/7 paraat en hanteert daarbij de volgende bijkomende tarieven: startpremie 125 euro, toeslag op materialen 30% (eventuele kortingsafspraken komen te vervallen) met een minimum van 300 euro, kosten voor eventuele koeriersdiensten uit eigen magazijnen/fabriek zijn op nacalculatie.

DEUTZ garantie richtlijnen: uitvoering door DPS Power B.V.

DPS Power B.V. is namens DEUTZ AG bevoegd om garantiewerken uit te voeren aan DEUTZ motoren binnen de Nederlandse en Belgische markt. Indien de opdrachtgever wenst dat de werken door DPS Power B.V. onder fabrieksgarantie worden uitgevoerd, dan dient opdrachtgever dit vooraf en schriftelijk aan DPS Power B.V. kenbaar te maken. Zonder schriftelijke bekendmaking vooraf zal DPS Power B.V. de gemaakte kosten altijd bij opdrachtgever in rekening brengen, welke deze binnen de gestelde termijnen dient te betalen. Garantiewerken die DPS Power B.V. uitvoert, worden uitsluitend uitgevoerd onder voorbehoud van waarborg. De daadwerkelijke beoordeling van de garantieaanvraag wordt achteraf uitgevoerd door DEUTZ AG, deze (niet DPS Power B.V.) bepaalt steeds achteraf of de aanvraag wordt aanvaard. Aan eventuele uitspraken van personeel van DPS Power B.V. aangaande wel of geen garantie toekenning kunnen door opdrachtgever derhalve geen rechten worden ontleend. In het geval de aanvraag door DEUTZ AG wordt afgewezen, dan worden de door DPS Power B.V. gemaakte reparatiekosten doorbelast aan opdrachtgever conform de tarieven zoals genoemd in de bijlage. Deze kosten dient opdrachtgever binnen de gestelde termijnen aan DPS Power B.V. te voldoen. Bij een garantieafwijzing ontvangt opdrachtgever altijd van DEUTZ AG via DPS Power B.V. een opgaaf van reden. Opdrachtgever verklaart deze opgaaf in eerste instantie jegens DPS Power B.V. te respecteren, zonder de betaling van de door DPS Power B.V. gemaakte reparatiekosten te frustreren. Indien de garantieaanvraag door DEUTZ AG wordt geaccepteerd dan ontvangt opdrachtgever daarvan een bericht via DPS Power B.V. waarmee de garantieaanvraag namens DEUTZ AG wordt afgesloten.

DPS Power B.V. zal in overleg met de opdrachtgever zo spoedig mogelijk de locatie en datum afstemmen waarop de herstelling zal worden uitgevoerd. In tegenstelling tot de normale servicemogelijkheden van DPS Power B.V. vinden garantiewerkzaamheden alleen plaats op werkdagen en tijdens normale werktijd. Tijdens de uitvoering van de garantiewerken staat DPS Power B.V. in contact met DEUTZ AG en zal zij (reparatie)instructies, richtlijnen en besluiten van DEUTZ AG, maar ook diens levertijden (bijvoorbeeld van benodigde originele fabrieksvervangingscomponenten) dienen te respecteren. De termijn waarbinnen

een garantieaanvraag door DEUTZ AG wordt afgehandeld, ligt buiten de beïnvloedingsfeer van DPS Power B.V.

De opdrachtgever is niet bevoegd op eigen initiatief zelf reparaties of demontage werkzaamheden uit te voeren of uit te laten voeren door derden. DPS Power B.V. is niet bevoegd om schadedelen uit elkaar te halen, dit om het nader onderzoek door de fabriek mogelijk te maken. De schadedelen zijn en blijven eigendom van DEUTZ AG, indien opdrachtgever na afhandeling van de claim de schadedelen terugwenst, zulks in geval van garantieafwijzing, dan dient opdrachtgever dit onmiddellijk na bekendmaking van de claimuitslag schriftelijk aan DPS Power B.V. kenbaar te maken. In dat geval dient DPS Power B.V. een verzoek in bij DEUTZ AG om retournering van de delen. Opdrachtgever dient zich ervan bewust te zijn dat, indien de delen daadwerkelijk geretourneerd kunnen worden, de delen mogelijk onbruikbaar zijn (in verband met bijv. destructief onderzoek, demontage door DEUTZ AG, etc.) en dat hieraan kosten zijn verbonden.

Gedurende het verloop van de garantieverstelling kan aan opdrachtgever een aanvullende opdracht worden gevraagd. Indien door opdrachtgever ondanks het beroep op fabrieksgarantie toch van DPS Power B.V. voorafgaand of zelfs tijdens het uitvoeren van de werken van DPS Power B.V. een prijsopgave (reparatiebegroting) wenst, dan dient dit door opdrachtgever tijdig aan DPS Power B.V. aangegeven te worden.

In situaties dat DPS Power B.V. afwijkende werkwijze, spelregels of procedures zal dienen te hanteren wordt de opdrachtgever hier altijd zo spoedig mogelijk over verwittigd.

Voor uitvoering van fabrieksgarantiewerken in het buitenland heeft DEUTZ AG haar lokale partners voor u ter beschikking. Om de contactgegevens te achterhalen van uw lokale DEUTZ servicepartner en voor meer informatie over de garantierichtlijnen van DEUTZ AG verwijzen wij u graag naar de website van DEUTZ AG (www.deutz.com).

Let op:

Houd u er rekening mee dat wanneer uw machine e/o apparatuur verblijft op een van onze locaties, wij geen aansprakelijkheid accepteren t.a.v. schade e/o verlies om welke reden dan ook.

Betalingstermijn

Tenzij anders met u overeengekomen hanteert DPS Power B.V. de volgende betalingstermijn: betaling binnen 30 dagen na factuurdatum, mits dekking kredietverzekeraar.

Algemene verkoop- en leveringsvoorwaarden

Op al onze aanbiedingen en overeenkomsten zijn onze algemene verkoop- en leveringsvoorwaarden van toepassing. Een verwijzing door de opdrachtgever naar eigen inkoop- of andere voorwaarden, wordt door de opdrachtnemer uitdrukkelijk van de hand gewezen. Indien u onze algemene verkoop- en leveringsvoorwaarden niet / niet geheel aangetroffen hebt, gelieve hiervan per ommekeer melding van te maken.

Uurtarief arbeid:

Maandag t/m vrijdag

| | | |
|---------------|----------|----------|
| 08:00 – 16:30 | (100%) | € 78,50 |
| 16:30 – 22:00 | (150%) | € 117,75 |
| 22:00 – 06:00 | (200%) | € 157,00 |
| 06:00 – 08:00 | (150%) | € 117,75 |

Zaterdag (zijnde niet-feestdag)

| | | |
|---------------|----------|----------|
| 06:00 – 22:00 | (150%) | € 117,75 |
| 22:00 – 06:00 | (200%) | € 157,00 |

| | | |
|--------------------|----------|----------|
| Zon- en feestdagen | (200%) | € 157,00 |
|--------------------|----------|----------|

Voorrijkosten:

- Normale dienst € 199,00
- Nooddienst € 355,00

24-uurs service dienst:

- Startpremie € 125,00
- Uurloon 200% € 157,00
- Onderdelen + 30%
- Snel transport (havarie) afhankelijk van bestelling (min. € 300,00)

Bovenstaande tarieven zijn van kracht voor werkzaamheden binnen Nederland.

Dagtarief buitenland: *

- Normale werkdagen € 1.181,00
- Zaterdag € 1.495,00
- Zondag € 1.848,00

Service abonnementen:

- Comfort 2 € 477,00
- Comfort 3 € 477,00
- Comfort 4 € 680,00
- Comfort 5 € 680,00
- Comfort 6 € 825,00
- Comfort 8 € 825,00

Overige tarieven:

- Uitlezen motormanagement/EMR € 40,79
- Opslaan en bewaren image € 6,93

- Klein- en reinigingsmateriaal / milieutoeslag € 11,25

- Gebruik endoscoop € 40,51

- Brandstof analyse € 139,36
- Olie analyse € 56,32

- Gebruik testbank inspuitspompen € 103,52
- Gebruik hogedruktester € 40,51
- Gebruik CO2 tester € 28,69
- Gebruik testapparatuur € 41,72

- Proefstand protocol (document) € 59,11

* DPS Power B.V. biedt ook service op locatie in het buitenland, informeer naar de mogelijkheden. Vraag ons naar de voorwaarden.

Wijzigingen en drukfouten voorbehouden. Genoemde tarieven zijn excl. BTW en geldig t/m 31-12-2019.

TRANSLATION of the "Algemeen verkoop- en leveringsvoorwaarden DPS Power B.V. 1.07". Only the Dutch text of these conditions is authentic. In case of ambiguities or doubts as to the meaning of a certain part or paragraph or differences with the Dutch text, the Dutch text will be decisive.

General conditions for sales and delivery DPS Power B.V. 1.07

Article I General

- When these conditions are part of tenders and agreements concerning the performance of deliveries and/or services by the contractor, all clauses of these conditions shall be operative between the parties, unless the parties have not explicitly agreed in writing to deviate from any clause(s). A reference by the purchaser to his own conditions of purchase is explicitly rejected by the contractor.
- In these conditions the following terms shall have the meaning herein assigned to them:
 - product: goods as well as services, such as maintenance, advice and inspection;
 - in writing: by document signed by the parties or by letter, fax, electronic mail or by any other technical means agreed by the parties;
 - the contractor: the party who in his tender or order confirmation refers to these conditions;
 - the purchaser: the party to whom the tender and/or order confirmation is addressed; in these conditions "service" shall also mean: contracting work.
- We are authorized to change these general conditions for sales and delivery at any time without announcement, except from major changes which will be subject of discussion upon with customer.

Article II Tender

- Every tender made by the contractor is without engagement.
- Every tender made by the contractor is without engagement. Every tender is based on the performance by the contractor under the agreement under normal circumstances and during normal working hours.

Article III Agreement

- If an agreement has been entered into writing, it is entered into on the day the contract is signed by the contractor, or the day the written order confirmation has been mailed by the contractor respectively.
- By additional work is meant everything the contractor, in consultation with the purchaser, whether in writing or not, delivers and/or installs during the performance under the agreement exceeding the quantities explicitly laid down in the contract or in the order confirmation, or if the contractor performs more activities than explicitly laid down in the contract or order confirmation.
- Verbal promises by and arrangements with subordinate employees of the contractor shall only bind the contractor after having been confirmed as such by the latter in writing.

Article IV Price

- In the prices given by the contractor VAT and other government levies and taxes on sales and deliveries are excluded. These prices are based on delivery ex works according to Incoterms prevailing on the date of tender, except for stipulations in the present conditions to the contrary. Works refers to the premises of the contractor.
- If one or more elements of cost price are subject to an increase after the date of entering into the agreement - even if this occurs due to foreseeable circumstances - the contractor is entitled to increase the price agreed upon accordingly.
- In the agreement the authority of the contractor is included to charge extra work done by him separately, as soon as the amount to be charged is known to him. The rules in paragraph 1 and paragraph 2 of this article apply accordingly to the calculation of extra work.
- Cost estimates and plans are not charged separately, unless otherwise agreed upon. If the contractor should make new drawings, calculations, descriptions, models or tools, etc. for possible repeat orders, costs will be charged.
- Packaging will not be included in the price and charged separately. Packaging is not taken back.
- Costs of loading and unloading and of transportation of raw materials, semi-manufactures, models, tools, and other goods made available by the purchaser are not included in the price and are charged separately. Costs paid for by the contractor in this respect are regarded as an advance payment at the expense of the purchaser.
- If the contractor has to install a product, the price includes installation and ready-for-use delivery of the product at the address mentioned in the tender, as well as all costs, except for those costs which are not included in the price according to the preceding clauses or which are mentioned in article VII. Costs made due to weather conditions in which it is impossible to work will be charged.

Article V Drawings, calculations, descriptions, models, tools, etc.

- Information provided in catalogues, illustrations, drawings, data on size and weight, etc. are only binding if and insofar they are explicitly laid down in a contract signed by the parties or a confirmation of the order signed by the contractor.
- Tenders issued by the contractor, as well as drawings, calculations, software, descriptions, models, tools, etc. produced or provided by the contractor remain his property, irrespective whether costs have been charged. The information contained within same or based upon methods of production and construction, products etc. remains exclusively reserved to the contractor, even if costs have been charged. The purchaser shall see to it that, except for performance under agreement, information given is only copied, shown, made known to or used by third parties with written permission by the contractor.

Article VI Term of delivery

- The term of delivery starts to run at the latest of the following points of time:
 - the day the agreement is entered into;
 - the day the contractor receives the documents, information, licences etc. necessary for performing the order;
 - the day the formalities required for commencing the work have been fulfilled;
 - the day the contractor receives what should be paid in advance before work will be commenced under the agreement.
- If a date or week of delivery is agreed upon, the term of delivery shall be the period between the date the agreement is entered into and the date or week of delivery.
- The term of delivery is based on the working conditions at the time the agreement is entered into and on timely delivery of the materials necessary for performing the work ordered by the contractor. If any delay might occur due to change in the said working conditions, for which change the contractor is not to blame, or because materials timely ordered for the performance of the work are not delivered on time, the term of delivery will be prolonged for as long as necessary.
- With regard to the term of delivery the product is deemed to be delivered when it is ready for testing. If testing in the premises of the contractor has been agreed upon, and in other cases when it is ready for shipment, all this after the purchaser has been given notice in writing and without prejudice to the obligation of the contractor to fulfill his installation obligations.
- Without prejudice to other clauses in these conditions regarding prolongation of the term of delivery, the term of delivery is prolonged for the duration of the delay which arises on the side of the contractor when the purchaser has not met some obligation resulting from the agreement or has not completed as could be demanded from him with respect to the performance under the agreement.
- Save for gross negligence on the part of the contractor, exceeding the term of delivery does not entitle the purchaser to terminate the agreement completely or partly. Exceeding the term of delivery - for whatever reason - does not entitle the purchaser to perform or to have work performed under the agreement without the Court's leave.
- A contractual fine deposited for exceeding the term of delivery should be regarded as substituting a possible claim the purchaser might have for damages. Such a fine is not due if the exceeding of the term of delivery is the result of force majeure.

Article VII Installation

- The purchaser is responsible towards the contractor for performing correctly and on time all installations, provisions and/or conditions necessary for the erection of the product to be installed and/or for the correct operation of the product in installed state on time, save if and insofar this performance is done by or on behalf of the contractor according to data presented and/or drawings made by or on behalf of the latter.
- Without prejudice to paragraph 1, the purchaser shall in any case see to it at his own expense and risk that:
 - employees of the contractor can commence and continue their work during normal working hours from the moment they arrive at the place of installation and, moreover, if the contractor deems it necessary, outside of normal working hours provided that the purchaser has been notified in writing;
 - suitable accommodation and/or all provisions under Government ordinances, the agreement and common use will be available to the employees of the contractor;
 - the access routes to the place of installation are fit for the required transportation;
 - the assigned place of erection is fit for storage and installation;
 - the necessary lockable depositories for materials, tools and other goods are available;
 - the necessary and usual workmen, auxiliary tools, auxiliary and industrial materials (fuels, oils and greases, cleaning and other small materials, gas, water, electricity, steam, compressed air, heating, lighting, etc. included), and the usual measuring and testing instruments of the company of the purchaser are in the right place at the disposal of the contractor on time and free of charge;
 - all necessary safety and precautionary measures have been taken and shall be maintained, and that all measures have been taken and shall be maintained in order to satisfy the appropriate Government regulations with respect to installation;
 - the mailed products are at the right place at the beginning of and during the installation.
- Damages and costs which arise because the conditions stated in this article have not been fulfilled or have not been fulfilled on time are for the purchaser's account.
- With regard to time for assembly and installation, article VI applies accordingly.

Article VIII Inspection and acceptance test

- The purchaser shall inspect the product at the latest within 14 days after delivery as stated in article VI sub 3 or - if installation has been agreed upon - at the latest within 14 days after installation. If this term passes without written and specified notification of well-founded complaints, the product is assumed to have been accepted.
- If an acceptance test has been agreed upon, the purchaser shall give the contractor the opportunity to perform the necessary tests and to apply those improvements and modifications which the contractor finds necessary after receipt of, or installation has been agreed upon, after installation. The acceptance test shall be performed immediately upon request of the contractor in the presence of the purchaser. If the acceptance test has been performed without specified and well-founded complaints, and if the purchaser does not meet said obligations, the product is assumed to have been accepted.
- The purchaser shall put the necessary facilities, including those referred to in article VII sub 2, as well as representative samples of materials to be processed in sufficient quantities, on time, free of charge at the disposal of the contractor for the acceptance test and for possible other tests, in order to simulate the circumstances of use of the product anticipated by the parties to the greatest extent possible. If the purchaser does not fulfil this, paragraph 2, the last sentence, applies.
- In case of minor shortcomings, especially those which hardly or do not at all influence the anticipated use of the product, the product will be assumed to have been accepted despite these shortcomings. The contractor shall remedy such shortcomings as yet as soon as possible.
- Without prejudice to the obligation of the contractor to meet his obligations of guarantee the acceptance according to the preceding paragraphs will exclude any claim of the purchaser for shortcomings in the performance of the guarantee.

Article IX Transition of risk and ownership

- As soon as the product has been delivered in the definition of art. VI sub 3, the purchaser bears the risk for all direct and indirect damage that may occur on or on account of this product, except insofar the damage is the result of the contractor's gross negligence. If the purchaser remains in default for taking up the product after having received a notice of default, the contractor will be entitled to charge all costs of storage of the product to the purchaser.
- Without prejudice to the last paragraph and the provisions of article VI sub 3, the ownership of the product passes to the purchaser only when all debts of the purchaser to the contractor for deliveries or work, including interest and costs, have been paid for in full.
- The case occurring the contractor shall have the right of unhindered access to the product. The purchaser shall give all co-operation to the contractor in order to provide the contractor the opportunity to execute the retention of ownership as stated in paragraph 2 by taking back the product, dismantling including if necessary.

Article X Payment

- If not otherwise agreed upon, payment of the price agreed upon will take place in two terms:
 - 1/3 (one third) at the latest within 7 days after the agreement came into being;
 - 2/3 (two thirds) at the latest within 14 days after delivery under art.VI sub 3.
- Payment of additional work shall take place as soon as the purchaser has been charged for this.
- All payments shall be made without any deduction or setting-off at the office of the contractor or into an account designated by him.
- If the purchaser does not pay within the period agreed upon, he is considered in default by right and the contractor may without any notice of default charge interest at a rate of 10% counting from the expiry date as well as all judicial and extrajudicial costs in connection with the claim.
- In each case, independently and separately from what has been stipulated above in this Article X, we are entitled, in case of overdue payments and in order to cover damage suffered, to charge an amount of 10% over the total of payments due, with a minimum of Euro 150.

Article XI Guarantee

- Without prejudice to the following restrictions, the contractor guarantees the quality of the product he delivered as well as the quality of the materials used and/or delivered for the product, insofar deficiencies to the delivered product are concerned which cannot be detected at inspection or acceptance test respectively, of which the purchaser proves that these have arisen within 6 months after delivery under article VI sub 3 solely or mainly as a direct consequence of a defect in the construction applied by the contractor or due to inadequate workmanship or use of bad materials.
- Paragraph 1 applies accordingly to deficiencies which cannot be detected at inspection or acceptance test respectively caused solely or mainly by poor installation by the contractor. If the contractor performs installation of the product, the term of guarantee of 6 months sub 1 goes into effect on the day the installation has been completed by the contractor, whereas in that case the term of guarantee ends in any case when 12 months after delivery under article VI sub 3 have passed.
- The deficiencies falling under the guarantee sub 1 and 2 will be removed by the contractor by repair or replacement of the defective part, whether or not in the premises of the contractor or by mailing a part for replacement, this always at the contractor's discretion. All costs that go beyond the sole obligation as described in the preceding sentence, such as, but not restricted to, costs of transportation, costs of travelling and accommodation and costs of disassembly and assembly are at the expense of the purchaser.
- In any case not included in the guarantee are deficiencies which arise from or are completely or partly caused by:
 - a. not taking into account the operating and maintenance instructions or other than anticipated normal use;
 - b. normal wear and tear;
 - c. installation or repair by third parties, including the purchaser;
 - d. the application of any Government regulation regarding the nature or the quality of the applied materials;
 - e. used materials or goods respectively used in consultation with the purchaser;
 - f. materials or goods which the purchaser has given to the contractor to be processed;
 - g. materials, goods, methods and constructions insofar applied at explicit instruction of the purchaser, together with materials and goods delivered by or on account of the purchaser;
 - h. parts the contractor has received from third parties, insofar as the third party has not given any guarantee to the contractor.
- If the purchaser does not, does not adequately or does not timely meet with an obligation resulting from the agreement with the contractor or an agreement related to it, the contractor is not held to any guarantee for any of these agreements. If the purchaser proceeds to or has someone proceed to any dismantling, repair or other work concerning the product without prior written approval by the contractor, every claim resulting from the guarantee ceases to exist.
- The purchaser's deficiencies should be made in writing as soon as possible after discovery of the deficiencies, yet at the latest within 14 days after the term of guarantee has expired. Exceeding these terms results in expiration of every claim against the contractor relating to these deficiencies. Legal action should be instituted within 1 year after timely complaint under penalty of expiration.
- If the contractor replaces parts/products to fulfill his obligations under the guarantee, the replaced parts/products become property of the contractor. With respect to repair work or rework or other services performed by the contractor, guarantee is only given on the quality of the performance of the activities ordered unless otherwise agreed, this for a period of 6 months. This guarantee holds that the contractor has the sole obligation in case of defects to perform work again, insofar this proves to be defective. In that case the second full sentence of paragraph 3 applies accordingly.
- No guarantee is given for wear and tear or for similar activities by the contractor.
- Alleged neglect on the part of the contractor to fulfill his obligations of guarantee does not relieve the purchaser from his obligations which arise from an agreement entered into with the contractor.

Article XII Liability

- The contractor's liability is limited to fulfillment of the obligations of guarantee described in article XI of these conditions.
- Save for gross negligence on the part of the contractor and save for the provisions in paragraph 1, all liability of the contractor, such as for commercial damage, other than direct damage and damage as a result of liability towards a third party, is excluded.
- Thus, the contractor is also not liable for:
 - infringement of patents, licences or other rights of third parties as a result of the use of information presented by or on behalf of the purchaser;
 - damage or loss, from whatever cause, of raw materials, semi-manufactures, models, tools, and other goods made available by the purchaser.
- If the contractor gives help and assistance of whatever kind at installation without having installation assigned to him, this will be at the risk of the purchaser.
- The purchaser is bound to hold the contractor harmless respectively to indemnify the contractor for all claims for damages made by third parties for which the liability of the contractor in relation to the purchaser is excluded in these conditions.
- The liability and responsibility of DPS Power B.V. stays in every way limited to the amount of the invoice of the agreement.

Article XIII Force majeure

- In these general conditions for sales and delivery, force majeure means every circumstance independent of the contractor's intention - even if this could already be anticipated at the time the agreement was entered into - which may permanently or temporarily prevent performance of the agreement, and, insofar as not already included, war, danger of war, civil war, riots, strikes, lock-out, traffic disturbances, fire and other serious disruptions in the business of the contractor or his suppliers.

Article XIV Suspension and termination

- In case the agreement cannot be performed as a result of force majeure the contractor has the right either to suspend the performance of the agreement for at the most 6 months or to terminate the agreement in whole or partly, all this without taking the matter to Court and without being held liable for damages. During the suspension the contractor is free to act and at the end of the suspension he must choose either for performance or for complete or partial termination of the agreement.
- In case of suspension as well as in case of termination sub 1, the contractor has the right to demand immediate payment of the raw materials, materials or other goods he has reserved, processed and produced for the performance of the agreement, this for the value that should be reasonably pertaining thereto. In case of termination sub 1, after payment of the amount due according to the preceding full sentence, the purchaser is bound to accept the goods included therein, whilst failing to do so will give the contractor the right to store these goods at the expense and for the risk of the purchaser or to sell these goods at the expense of the purchaser.
- If the purchaser does not, does not adequately or does not timely fulfill any obligation which results from the agreement entered into with the contractor or from an agreement related to same, or if there are justified reasons to fear that the purchaser is not able or will not be able to fulfill his contractual obligations towards the contractor, and in case of bankruptcy, suspension of payment, shutting down, liquidation or partial assignment - whether or not as a security - of the company of the purchaser, including assignment of an important part of his receivables, the contractor has the right to either suspend the performance of each of these agreements for at the most 6 months or to completely or partly terminate these without notice of default and without taking the matter to Court, this without him being held liable for damages or to provide guarantee and without prejudice to further rights he is entitled to. During suspension the contractor is competent to act and at the end of suspension he must choose between performance and complete or partial termination of the suspended agreements).
- In case of suspension sub 3, the price agreed upon can be claimed immediately, with deduction of instalments already settled and of the costs saved by the contractor as a result of suspension, and the contractor has the right to store the raw materials, materials, parts and other goods reserved, processed and produced for the performance of the agreement at the purchaser's expense and risk. In case of termination sub 3 the price agreed upon - if no preceding suspension has taken place - can be claimed immediately, with deduction of instalments already settled and costs saved by the contractor as a result of termination, and the purchaser is bound to pay the amount specified herein before and to accept the goods included therein, whilst failing to do so will give the contractor the right to either store these goods at the purchaser's risk and expense or sell these at the expense of the purchaser.
- The purchaser has no right to claim termination of the agreement with retroactive effect.

Article XV Disputes

- Without prejudice to the application of paragraph 2 of this article and without prejudice for the possibility to demand a relief in summary proceedings from the President of the competent "Arrondissementsrechtbank" (District Court), all disputes that might arise as a result of an agreement to which these conditions for delivery apply completely or partly, or as a result of further agreements which are a consequence of such an agreement, shall be settled by arbitrators, excluding the common judge. This court of arbitration shall be appointed under the Regulations of the "Stichting Raad van Arbitrage voor Metaalnijverheid en -Handel" (Foundation Board of Arbitration for Mechanical Engineering Industry and Trade) in The Hague, and shall award in compliance with the Regulations of that Board.
- As far as the disputes described in the preceding paragraph belong to the absolute competence of the "Kantorechter" (Magistrates Court) according to rules of the Netherlands Code of Civil Proceedings, only the competent "Kantorechter" (Magistrates Court) shall be able to settle the dispute.

Article XVI Applicable law

- All agreements to which these conditions fully or partly apply shall be governed by Netherlands law.

Additional sales and delivery terms

Article I Delivery

- Delivery after (written) announcement to our choice or as agreed:
 - by the provision of the sold to our address;
 - by delivery of the goods sold to buyer in Netherlands.
- In the case of provision of the sold to our address for buyer responsible buyer will collect the sold within 5 days after the sale.
- In case of delivery of the goods sold by us at the address of the buyer must buyer immediately take over the goods sold.
- If the purchaser, within the period referred to in paragraph 2 of this article, hasn't picked up the sold goods or does not collect in accordance with paragraph 3 of this article, we are entitled to charge in accordance with our company - or local rates. The risk of damage and/or extinction for the buyer. Without prejudice the risk will transfer to the buyer five days after the sale to be available to buyer or immediate if the sold has been delivered by us to the (address of) client.
- If the purchaser has not collected the purchased within the above mentioned time frame the invoice on the sold goods which has to be paid will be sent and paid within the agreed payment period. The invoice date is the day of dispatch of the invoice. Is the delivery to the buyer's address then the day of receipt of the invoice is the invoice date.
- In the case of non-compliance with the payment obligations by the buyer, we shall be entitled in accordance with our general conditions for sales and delivery to charge legal interest, extra-judicial collection costs.

Article II Warranty

- The warranty provisions set out in our general conditions for sales and delivery for the metal and electrical industry apply above all and thus also above the guarantee provisions of DEUTZ AG.
- The warranty provisions of DEUTZ AG shall be construed as additional warranty provisions. If the warranty provisions of DEUTZ AG contradict the warranty provisions set out in our general conditions for sales and delivery, then the warranty provisions set out in our general conditions for sales and delivery apply.
- If you have not / not fully received our general conditions for sales and delivery, please inform us about this.

Warranty Statement DEUTZ AG

DEUTZ engines, DEUTZ exchange engines (DEUTZ XCHANGE ENGINE), original DEUTZ parts and original DEUTZ exchange parts (DEUTZ XCHANGE PARTS).

General

The warranty statement as specified in our general sales and delivery conditions supersedes everything including the subsequent statement. The following statement should be considered an addendum. Should it contradict the general sales and delivery conditions, then the warranty statement as mentioned in the general sales and delivery conditions applies.

First article

The distributor (DPS Power B.V. and/or DPS Power N.V.) warrants to the original retail customer that each new Deutz engine or genuine Deutz exchange engine or genuine new Deutz spare part or Deutz exchange part supplied by the distributor, purchased by the original retail customer and properly installed in an application, will be free from defects in material and workmanship under normal use and service. If, during the warranty period following the delivery of the engine or part, it is shown there is a defect in material or workmanship caused solely by failure of the distributor's manufacturer (DEUTZ AG) to meet such standards, and customer has notified the distributor in writing of such defect within that period, the distributor shall repair or replace, at distributor's cost and option, such defective engine or part. Such repair or replacement will be made without charge to the customer at customer's premises or, at the option of the distributor, at such other location as the distributor may designate. Any engine or part that is replaced shall become property of the distributor. Any repaired or replaced engine or part shall be warranted until the expiration of the original warranty period. The distributor's warranty obligation is expressly conditioned upon the customer fulfilling all obligations pursuant to customer's purchase order, including, without limitation, all payment obligations.

Second article

Engines (new or exchange) Warranty coverage is provided for the Deutz engine series listed below, whilst considering the indicated number of running hours :

| Warranty period | Operating Hours | | Warranty coverage | |
|---|---|-----------------------|------------------------------|-------------------------------|
| 12 months | Unlimited | | All components | |
| 24 months | 1008, 1008F | 1000h | All components of the engine | |
| | 909, 1011, 1011F, 2010, 2011 | 2000h | | |
| 2008, 2009, TCD 2.9, TCD 3.6 | 3000h | 5000h | | |
| | 1012, 2012, 1013, 2013, TCD 4.1/6.1/7.8 | | | |
| 910, 912, 913, 914 | 3000h | 5000h | | |
| | 413, 513, 1015, 2015, TCD 12.0/16.0 | | | |
| 36 months | 1008, 1008F | 1500h | | Main engine components |
| | 909, 1011, 1011F, 2010, 2011 | 3000h | | |
| 2008, 2009, TCD 2.9, TCD 3.6 | 3000h | 4500h | | |
| | 4500h | | | |
| 1012, 2012, 1013, 2013, TCD 4.1/6.1/7.8 | 4500h | 7500h | | |
| | 7500h | | | |
| 910, 912, 913, 914 | connecting rods, | cylinder head casting | | |
| | 413, 513, 1015, 2015, TCD 12.0/16.0 | | | |

The engine warranty will commence at the date of commissioning which will not exceed a period of 6 months after delivery ex works. Should the date of commissioning not be confirmed to the distributor, the date of commissioning will equal the date of delivery ex works and warranty will commence at the date of delivery ex works.

Third article

Parts: Warranty coverage is provided for each new genuine Deutz part or Deutz exchange part for a period of 12 months from the date of sale to the original retail customer.

Fourth article

This warranty does not cover the following : (i) wear and tear or contaminants; (ii) exposure, corrosion or prolonged or improper storage; (iii) normal maintenance service or the replacement of repair of parts required to be replaced or repaired in the course of normal maintenance service; (iv) improper installation, use, fuels, lubricants, operation, maintenance, transportation or packing; (v) misuse, alteration, negligence and accidents; (vi) chemical or electrical action; and (vii) unauthorized repairs.

Warranty is NOT covering:

in case of Engines: costs related to (de-)mounting of engine out of and into equipment/costs related to excessive travelling times and –distances (>100 km's single journey)

in case of parts: costs different to repair (in own workshop) of the part and/or sole replacement of the part

(in specific situations Warranty Terms can be different/please ask your Distributor)

Fifth article

This warranty does not cover any components supplied by the distributor manufactured by someone other than Deutz AG such as components obtained by distributor from its suppliers (other than DEUTZ AG) and the distributor makes no warranty whatsoever with respect to such components. Such components will be covered only by the warranties, if any, as may be issued by such suppliers themselves, which warranties will be made available to customer upon request.

Sixth article

A warranty claim should be submitted in writing to the distributor as per section 1 of this addendum, within 10 days after appearance of the defect the latest. The warranty does not cover unauthorized repairs, and/or repairs executed by third parties, exchange or replacement of warranty parts, nor any expenditure incurred by the ordering customer prior to the submission of a warranty claim.

Seventh article

This warranty does explicitly exclude any damage to an engine or part due to improper installation. It is the sole responsibility of the retail customer that installation complies with Deutz regulations should he or a subcontractor undertake installation. If the engine is installed by the distributor, it is his responsibility to comply with DEUTZ regulations.

Eight article

Should the distributor's manufacturer (DEUTZ AG) reject a warranty claim, all expenditure incurred by the distributor involving the warranty claim including repair work, parts delivered, services, transport and such will be invoiced according to the current applicable rates which are available upon request. A description of the fault and details of the measures taken will be communicated at request.

Ninth Article:

Distributor, in all situations, can never be held responsible for costs that supersede the single repair and/or replacement of the deficient part and/or engine, as stipulated above. Each claim in this respect referring to consequential, compensatory, incidental, special, indirect, punitive damage arising from any cause will be rejected, including without limitation shutdowns, inoperability of goods supplied, loss of profits and/or turnover, or damage to property other than the goods supplied.

Tenth article

For any further details concerning Deutz AG warranty please contact your distributor:

DPS Power B.V.
Malachiet 300
3316 LD Dordrecht
T: +31 (0) 180 333 111
www.dpspower.com

DPS Power N.V.
Zwarte Weg 1
2030 Antwerpen
Tel. +32 (0)3 546 02 60
www.dpspower.com

V1.08

TRANSLATION of the "Serviceovereen en bijbehorende voorwaarden 2019 DPS Power B.V. V1.10". Only the Dutch text of these conditions is authentic. In case of ambiguities or doubts as to the meaning of a certain part or paragraph or differences with the Dutch text, the Dutch text will be decisive.

Service rates and related conditions 2019 DPS Power B.V. V1.10 (amongst others, subject to annual changes, f.e. price-increases)

General

This annex is an integral part of enclosed order confirmation associated with the performance of repairs to DEUTZ engines by DPS Power B.V. The client declares to fully agree with all the guidelines, rates and conditions mentioned herein.

Safety and environment

DPS Power B.V. is VCA* certified, in order to work safer and reduce the number of accidents. Our VCA system meets the requirements laid down in European standards. The client must observe the local environmental and safety laws and regulations. All possible charges arising from and/or relating to the collection, processing, storage and transport of materials, waste, etc. pursuant to the above laws and regulations are for the account of the client.

Service rates

For the service and working hour rates of DPS Power B.V., please refer to the Annex. DPS Power B.V. plans service agreements on location in advance based on half-day sessions. Cancellation of agreements must occur at least 24 hours in advance. In case of late cancellation, 50% of the booked hours will be charged.

Call-out fees

DPS Power B.V. uses a fixed call-out fee per job, per technician, per day. The call-out fee is charged for each repeat visit/order. The call-out fee includes travel time and mileage, regardless of your location in the Netherlands/Belgium (no varying travel costs are used, e.g. from the location of our offices). The call-out fee during normal business hours (weekdays) is 199 euro. If the call-out does not occur during normal business hours (e.g. during emergency service and on weekends and holidays), then a call-out fee of 355 euro applies.

24/7 Emergency Service

In case of emergencies and disasters, the DPS Power B.V. service team is available 24/7, for which the following additional charges apply: Start fee 125 euro, surcharge on materials 30% (possible discount agreements expire) with a minimum of 300 euro, any courier charges from own warehouses/factory are based on actual costs.

DEUTZ warranty guidelines: implementation by DPS Power B.V.

DPS Power B.V. is on behalf of DEUTZ AG authorised to perform warranty work on DEUTZ engines within the Dutch and Belgian market. If the client wishes that the work performed by DPS Power B.V. is done under manufacturer warranty, then the client must inform DPS Power B.V. of this in advance and in writing. Without prior written notice, DPS Power B.V. will always charge the incurred costs to the client, which must be paid within the prescribed period. Warranty work performed by DPS Power B.V. is only carried out subject to warranty. The actual assessment of the warranty claim is subsequently carried out by DEUTZ AG, which (not DPS Power B.V.) determines if the application is accepted afterwards. The client can therefore not derive any rights from any statements of staff of DPS Power B.V. regarding whether or not warranty is granted. In case the request is rejected by DEUTZ AG, the repair costs incurred by DPS Power B.V. shall be charged to the client following the rates mentioned in the annex. The client must pay these costs to DPS Power B.V. within the deadlines. A warranty rejection is always accompanied by an explanation of DEUTZ AG via DPS Power B.V. The client agrees to respect this statement, without frustrating the payment of repair costs incurred by DPS Power B.V. If the warranty claim is accepted by DEUTZ AG, the client will receive a message through DPS Power B.V. which concludes the warranty claim on behalf of DEUTZ AG.

DPS Power B.V. will consult with the client as soon as possible to determine the location and date of the repair. Unlike normal service capabilities of DPS Power B.V., warranty work only takes place on weekdays and during normal working hours. During the execution of the warranty work, DPS Power B.V. is in contact with DEUTZ AG, and will need to respect (servicing) instructions, directives and decisions of DEUTZ AG, but also their delivery times (for example, required original factory replacement parts). The time within which a warranty claim is settled by DEUTZ AG is beyond the control of DPS Power B.V.

The client is not entitled to perform repairs or disassembly work on its own initiative, or to have them carried out by a third party, and DPS Power B.V. is not entitled to disassemble damaged parts, in order to allow further investigation by the factory. The damaged parts are and remain the property of DEUTZ AG, and if the client after settlement of the claim wishes to have the damaged parts returned in the event of a rejected warranty claim, then the client must make this known to DPS Power B.V. in writing immediately after publication of the claim results. In that case, DPS Power B.V. shall submit a request to DEUTZ AG for the return of the parts. The client should be aware that if the parts are actually returned, the parts

may be unusable (due to e.g. destructive testing, disassembly by DEUTZ AG, etc.), and that it might result in additional costs.

During the course of the warranty repairs, the client may be requested an additional assignment. If the client, despite claiming factory warranty, still wants a price indication (repair budget) prior or during the work of DPS Power B.V., this should be timely indicated by the client to DPS Power B.V.

In situations in which DPS Power B.V. uses abnormal process, rules or procedures, the Client will always be informed as soon as possible.

DEUTZ AG has local partners for implementation of manufacturer warranty works abroad. To find the contact details of your local DEUTZ service partner and for more information on the warranty guidelines of DEUTZ AG, please refer to the website of DEUTZ AG (www.deutz.com).

Attention

Please be advised that if equipment of customers are at our location(s), we do not accept any liability for damage and/or whatever reason.

Payment period

Unless otherwise agreed, DPS Power B.V. uses the following payment terms: Payment within 30 days after the invoice date, provided that there is coverage by the credit insurer.

General sales and delivery conditions

Our general conditions for sales and delivery are applicable to all our offers and agreements. A reference by the purchaser to his own conditions of purchase is explicitly rejected by the contractor. If you have not received a (complete) copy of these conditions, we request that you contact us directly.

Hourly rate work:

| | | |
|------------------|----------|----------|
| Monday to Friday | | |
| 08:00 – 16:30 | (100%) | € 78.50 |
| 16:30 – 22:00 | (150%) | € 117.75 |
| 22:00 – 06:00 | (200%) | € 157.00 |
| 06:00 – 08:00 | (150%) | € 117.75 |

| | | |
|------------------------------|----------|----------|
| Saturday (being non-holiday) | | |
| 06:00 – 22:00 | (150%) | € 117.75 |
| 22:00 – 06:00 | (200%) | € 157.00 |

| | | |
|----------------------|----------|----------|
| Sundays and holidays | (200%) | € 157.00 |
|----------------------|----------|----------|

Call-out costs:

| | |
|---------------------|----------|
| • Normal Service | € 199.00 |
| • Emergency Service | € 355.00 |

24-hour assistance service:

| | |
|---|----------|
| • Start fee | € 125.00 |
| • Hourly fee 200% | € 157.00 |
| • Components + 30% | |
| • Quick Transport (emergency service rate) depending on order (min. € 300.00) | |

The above rates are in effect for work in the Netherlands.

Daily rate abroad: *

| | |
|------------------------|------------|
| • Normal business days | € 1,181.00 |
| • Saturday | € 1,495.00 |
| • Sunday | € 1,848.00 |

Service subscriptions:

| | |
|-------------|----------|
| • Comfort 2 | € 477.00 |
| • Comfort 3 | € 477.00 |
| • Comfort 4 | € 680.00 |
| • Comfort 5 | € 680.00 |
| • Comfort 6 | € 825.00 |
| • Comfort 8 | € 825.00 |

Other rates:

| | |
|---|----------|
| • Reading Engine management / EMR | € 40.79 |
| • Save and storing image | € 6.93 |
| • Minor and cleaning materials / environmental charge | € 11.25 |
| • Using endoscope | € 40.51 |
| • Fuel analysis | € 139.36 |
| • Oil analysis | € 56.32 |
| • Using test bench injection pumps | € 103.52 |
| • Using high pressure tester | € 40.51 |
| • Using CO2 Tester | € 28.69 |
| • Using test equipment | € 41.72 |
| • Test stand protocol (document) | € 59.11 |

*DPS Power B.V. also offer on-site service abroad, inquire about the possibilities. Ask us about the conditions.

Modifications and printing errors excluded. The rates are excl. VAT and valid until 31-12-2019.