

## TERMS OF SERVICE

*Valid from 1 January 2020 until further notice*

### 1 Definitions

- 1.1 In these General Conditions the following terms and expressions, both in the singular and the plural, shall have the following meaning:

**“Contract”**: the agreement In Writing between the parties concerning maintenance to be performed by the Contractor and all appendices, including agreed amendments and additions In Writing to the said documents and including the standard rates applicable to the maintenance services;

**“Contractor”**: VDL AEC Maritime B.V., a limited liability company, having its registered office and place of business at Meerenakkerweg 30, 5652 AV Eindhoven, the Netherlands and registered with the Trade Register under number 70125732;

**“Customer”**: Contractor’s contracting party to the Contract;

**“Equipment”**: all parts of the specific object(s) (“scrubber”), which is (are) subject to maintenance under the Contract;

**“Gross Negligence”**: an act or omission implying either a failure to pay due regard to serious circumstances, which a conscientious contracting party would normally foresee as highly likely to ensue, or a deliberate disregard of the consequences of such an act or omission;

**“In Writing”**: communication by document signed by both parties or by letter, fax, electronic mail and by such other means as are agreed by the parties;

**“Spare Parts”**: original spare parts and exchange parts delivered and/or approved by the Contractor In Writing;

**“Wear Parts”**: those parts of the Equipment, which shall be replaced under the preventive maintenance. The Contract shall identify the Wear Parts and the intervals at which they shall be replaced.

### 2 Applicability

- 2.1 These General Conditions are applicable to all (future) legal relationships between the Contractor and the Customer concerning maintenance to be performed by the Contractor under the Contract.
- 2.2 These General Conditions form an integral part of and are linked to each Contract by the Customer, whereby in the event of inconsistency between the terms in the Contract or order confirmation and the General Conditions, the terms in the order confirmation shall prevail and in the event of lack

thereof the Contract shall prevail as far as this is apparent.

- 2.3 The Contractor explicitly rejects the applicability of general terms and conditions referred to by the Customer.

### 3 Scope of the Maintenance

- 3.1 The Contractor undertakes to perform preventive and/or corrective maintenance to the Equipment to the extent specified in the Contract. The maintenance work shall, unless otherwise agreed in the Agreement, be performed at the location/docking station designated by the Customer.

### 4 Preventive Maintenance

- 4.1 Preventive maintenance shall be undertaken with proper skill and care at the times or at the intervals specified in the Contract. Unless otherwise agreed In Writing the preventive maintenance shall include:

- (a) checking the condition of the Equipment;
- (b) functional check;
- (c) adjustments, where appropriate;
- (d) provision and replacement of Wear Parts;
- (e) cleaning and necessary lubrication.

### 5 Corrective Maintenance

- 5.1 Corrective maintenance shall be undertaken with proper skill and care in order to remedy any functional defects which have arisen in the Equipment. It shall be commenced within the time specified in the Contract. Unless otherwise agreed In Writing the corrective maintenance shall include:

- (a) fault tracing;
- (b) remedial work;
- (c) provision and replacement of spare parts;
- (d) functional check;
- (e) assistance at testing.

### 6 Contractor’s Maintenance Report

- 6.1 Each time the Contractor has performed maintenance work he shall make a report In Writing containing his observations and measures taken. He shall provide a copy of the report to the Customer. The report shall, unless otherwise agreed, be in the same language as the Contract.

### 7 Customer’s Daily Care Log

- 7.1 The Customer shall be responsible for the necessary daily care of the Equipment. He shall keep a log of the operation and the daily care of the Equipment.

### 8 Use of Spare Parts

- 8.1 Unless otherwise agreed, the Contractor and the Customer shall only use parts of the original brand or

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parts of equivalent quality as agreed upon In Writing when carrying out maintenance and daily care of the Equipment.

### **9 Contractor's Exclusive Right**

- 9.1 The Customer shall not without the Contractor's consent In Writing, except as specified in Clauses 19 and 27, carry out or have others carry out the maintenance which under the Contract shall be carried out by the Contractor. If the Customer does so, the Contractor's responsibility for previously performed maintenance shall cease.

### **10 Alterations to the Equipment**

- 10.1 The Customer shall without undue delay inform the Contractor by notice In Writing of any alterations in the Equipment or its operation or other measures taken by the Customer which may affect the Contractor's obligations under the Contract. If such alterations or measures affect the Contractor's obligations, he is entitled to have the Contract amended. If the parties fail to agree on how to amend the Contract in respect thereof, the Contractor may, with immediate effect, terminate the Contract by notice In Writing to the Customer. In the event of such a termination, the Contractor shall also be entitled to compensation for the loss he incurs.

### **11 Price Estimate. Payment in case of non-completion of corrective Maintenance**

- 11.1 Unless otherwise agreed, the Contractor shall in case of corrective maintenance on a time and cost basis provide the Customer with a price estimate after fault tracing, but before undertaking any remedial or other work. The estimate shall not be binding, but the Contractor shall inform the Customer without undue delay if it becomes apparent that the final price will exceed the estimate by more than 10 per cent.
- 11.2 If the Customer at any stage chooses not to proceed corrective maintenance or if the corrective maintenance work is not carried out or completed due to any other reason than negligence of the Contractor, the Customer shall pay the Contractor for the work he has performed and still has to perform for winding up the maintenance work at the Contractor's current rates, including fault tracing, making the price estimate and any documented costs incurred in performing the work.
- 11.3 If a lump sum has been agreed upon for the corrective maintenance work and if the Customer chooses not to proceed or if the maintenance work is not completed due to any other reason than Gross Negligence of the Contractor, the Contractor shall receive the lump sum, after deduction of costs which have not been incurred by the Contractor.
- 11.4 If the Parties have agreed that the Contractor shall carry out the corrective maintenance work for a lump sum and the Contractor, due to circumstances

attributable to him, is not able to complete the work, then the Customer shall only be obliged to pay to the extent that he benefits from the Contractor's work.

### **12 Preparatory Work and Working Conditions**

- 12.1 If the maintenance work is to be carried out at a location/docking station designated by the Customer, the Customer shall ensure that:
- (a) the Contractor's personnel are able to start work in accordance with the agreed time schedule and to work during normal working hours. Provided that the Customer has been given notice In Writing in reasonable time, corrective maintenance may be performed outside normal working hours to the extent deemed necessary by the Contractor;
  - (b) he has, in good time before the agreed or notified date for starting the maintenance work, informed the Contractor In Writing of all relevant safety regulations in force at the premises. Maintenance work shall not be carried out in unhealthy or dangerous surroundings. All the necessary safety and precautionary measures shall have been taken before the maintenance work is carried out and shall be maintained. The Contractor shall inform the Customer of any special hazards that the maintenance work may entail;
  - (c) the Contractor's personnel are able to obtain suitable and convenient board and lodging in the neighborhood of the premises and have access to internationally acceptable hygiene facilities and medical services;
  - (d) he has made available to the Contractor free of charge at the proper time at the premises all necessary cranes, lifting equipment and equipment for transport at the premises, auxiliary tools, machinery, materials and supplies (including fuel, oils, grease and other materials, gas water, electricity, steam, compressed air, heating, lighting, etc.), as well as the measuring and testing instruments of the Customer and/or the docking station. The Contractor shall specify In Writing his requirements concerning such cranes, lifting equipment, equipment for transport at the premises and measuring and testing instruments in good time before the agreed or notified date for starting the maintenance work;
  - (e) he has made available to the Contractor free of charge sufficient offices at the premises, equipped with telephone and access to the Internet;

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- (f) he has made available to the Contractor free of charge necessary storage facilities, providing protection against theft and deterioration of the tools and equipment required for the maintenance work and the personal effects of the Contractor's personnel;
- (g) the access routes to the place where the maintenance is to be carried out are suitable for the required transport of the Contractor's equipment.
- 12.2 In all events, the Customer shall take care of the fulfillment of any formalities regarding the import and re-export of the Contractor's equipment, parts and tools, this for Customer's risk and account and further this assistance shall be provided free of charge.
- 12.3 The Customer shall give all necessary assistance to ensure that the Contractor's personnel obtain, in good time, visas and any official entry, exit or work permits and, if necessary, tax certificates in the Customer's country, as well as access to the premises. The assistance as such shall be provided free of charge.
- 13 Transport of Equipment and Risk of Loss and damage to Equipment where Maintenance is carried out elsewhere than the Customer's premises**
- 13.1 The risk of loss or damage to Equipment while outside the Customer's premises for the purpose of maintenance shall be borne by the Customer, unless such loss or damage is due to Gross Negligence of the Contractor.
- 13.2 If not otherwise agreed, the Contractor shall arrange for the transport and travel of its employees to the location where the Equipment is located and available for the performance of the maintenance. The Contractor shall give appropriate notice In Writing to the Customer about the time and means of transport and travel schedule to the premises. The Customer shall bear the transport and travel expenses as agreed in the Contract.
- 14 Technical Documentation**
- 14.1 The Customer shall in good time provide current technical documentation (e.g. drawings, descriptions, charts and instructions) in his possession, which is relevant for carrying out the agreed maintenance. The Customer shall further provide the log referred to in Clause 7. The Contractor may not use such documentation for any other purpose than to fulfil the Contract.
- 15 Notice of Preventive Maintenance**
- 15.1 Unless the time for preventive maintenance is specified in the Contract, the Contractor shall notify the Customer at least one week in advance of the time when the preventive maintenance will be carried out.
- 16 Co-Coordination of Preventive Maintenance**
- 16.1 If corrective maintenance is carried out shortly before preventive maintenance is due, the Contractor may, with the Customer's consent In Writing, at the same time carry out the preventive maintenance. If the times for preventive maintenance are specified in the Contract, they shall not otherwise be changed as a result of this deviation.
- 17 Customers' delay**
- 17.1 The Customer shall immediately notify the Contractor if he cannot let the Contractor carry out the maintenance at the agreed or notified time. Any agreed time for completion of the maintenance shall then be extended as necessary having regard to all the relevant circumstances and new time for completion shall be agreed upon between the parties. Regardless of the cause for such delay the Customer shall reimburse the Contractor any additional costs that the latter incurs due to the delay.
- 18 Testing after Corrective Maintenance**
- 18.1 When the Contractor has completed the corrective maintenance he shall notify the Customer thereof In Writing. The Contractor shall thereafter assist the Customer in carrying out such tests as have been agreed upon or as are reasonably required in order to ascertain that the corrective maintenance work has been successfully completed.
- 19 Contractor's Delay**
- 19.1 If the Contractor, due to negligence, fails to start or complete the corrective maintenance work at the agreed time, the Customer may by notice In Writing to the Contractor fix a final reasonable period for starting or completing the corrective maintenance work, which period shall not be less than one week. If the Contractor fails to start or complete the corrective maintenance work within such final reasonable period, the Customer is entitled to liquidated damages from the date on which the work had to be completed. The liquidated damages shall be payable at a rate of 0.5 per cent of the price for each completed week of delay. The liquidated damages shall not exceed 2.5 per cent of the price. *The Purchaser* (not defined) shall forfeit his right to liquidated damages if he has not lodged a claim In Writing for such damages within six months after the time when delivery should have taken place.
- 19.2 If the delay is such that the Customer is entitled to maximum liquidated damages under Clause 19.1

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- and if the corrective maintenance work is still not completed the Customer may In Writing demand delivery within a final reasonable period which shall not be less than one week.
- 19.3 If the Contractor does not deliver within such final period and this is not due to any circumstance for which the Customer is responsible, then the Contractor may by notice In Writing to the Contractor terminate the Contract in respect of such part of the work as cannot in consequence of the Contractor's failure to deliver be used as intended by the parties.
- 19.4 If the Customer terminates the Contract he shall be entitled to compensation for the loss he has suffered as a result of the Contractor's delay. The total compensation, including the liquidated damages which are payable under Clause 19, shall however be limited with due observance of Clause 30.
- 19.5 Liquidated damages under Clause 19.1 and termination of the Contract with limited compensation under Clause 19.4 are the only remedies available to the Customer in case of delay on the part of the Contractor. All other claims against the Contractor based on such delay shall be excluded, except where the Contractor has been guilty of Gross Negligence.
- 20 Remuneration for Preventive Maintenance**
- 20.1 Unless otherwise agreed, the remuneration for preventive maintenance shall include payment for all work carried out by the Contractor and for Wear Parts, for time and costs for travel, board and lodging and transport costs. If the Contractor's personnel are required to work outside their normal working hours or to spend time waiting due to circumstances attributable to the Customer, the costs therefor shall be invoiced separately in accordance with the rates currently applied by the Contractor. The agreed remuneration shall be exclusive of any value added taxes and any other taxes, duties and dues levied on the invoice and/or the product.
- 21 Remuneration for Corrective Maintenance**
- 21.1 Unless otherwise agreed, the corrective maintenance carried out by the Contractor shall be paid on a time and cost basis. The Contractor's invoice for corrective maintenance shall specify the following items separately:
- (a) working time;
  - (b) time and costs of travel, board and lodging;
  - (c) transport costs;
  - (d) costs of spare parts;
  - (e) costs of other material which has been used;
  - (f) waiting time, overtime and additional costs caused by the Customer;
  - (g) other costs, if any.
- 21.2 When parties have agreed that corrective maintenance is to be carried out for a lump sum, the agreed price shall be deemed to include all items mentioned in Clause 5. If the corrective maintenance is, however, delayed due to a cause not attributable to the Contractor, the Customer shall compensate the Contractor for:
- (a) waiting time and time spent on extra journeys;
  - (b) costs and extra work resulting from the delay, including removing, securing and setting up the Equipment and repair equipment;
  - (c) additional costs as a result of the Contractor having to keep his repair equipment at the Customer's premises longer than expected;
  - (d) additional costs of journeys and board and lodging for the Contractor's personnel;
  - (e) additional financing costs and costs of insurance;
  - (g) other documented costs incurred by the Contractor as a result of changes in the maintenance program.
- 21.3 The charges for each item shall be in accordance with the rates and price lists currently applied by the Contractor. The specified amount shall be exclusive of any value added taxes and any other taxes, duties and dues levied on the invoice and/or the product.
- 22 Payment**
- 22.1 Unless otherwise agreed, the remuneration for preventive maintenance shall be paid before the start of each contract period.
- 22.2 All payments under the Contract shall be made against invoice within 30 days after the date of the invoice.
- 23 Late Payment**
- 23.1 If the Customer fails to pay at the due date, the Contractor shall be entitled to interest from the day on which payment was due and to compensation for recovery costs. The rate of interest shall be as agreed between the parties or otherwise 8 percentage points above the rate of the main refinancing facility of the European Central Bank. The compensation for recovery costs shall be 1 per cent of the amount for which interest for late payment becomes due. The Contractor may in addition, after having notified the Customer thereof, suspend his performance of the Contract until he receives payment and, after completion of the maintenance work, retain the Equipment and other equipment of the Customer which may be in his possession, as far as allowed under the relevant law. The Customer shall in case of suspension further compensate the Contractor for any additional costs incurred due to the suspension and resumption of the maintenance work.
- 24 Liability for Defects**

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- 24.1 The Contractor shall at his own cost remedy any defects in the maintenance work or in parts he has provided without undue delay after receipt of a notice under Clause 26 or after he himself discovered the defect.
- 24.2 The Customer must in all cases offer the Contractor the opportunity to remedy any defect or to perform the processing again.
- 24.3 The Customer may only invoke the remedy on defects once it has satisfied all its obligations to the Contractor.
- 25 Liability Period**
- 25.1 Unless otherwise agreed, the Contractor shall be liable for the preventive maintenance work during the duration of the Contract and for a period of twelve months after the Contract has expired. The Contractor shall be liable for corrective maintenance work for a period of twelve months after the work was performed.
- 25.2 The Contractor's liability for parts he has provided under the Contract shall only apply to defects which become apparent within twelve months after delivery to the Customer or – if the Contractor has installed the part(s) concerned during maintenance work – within 12 months after the work was completed.
- 26 Notice of Defects**
- 26.1 The Customer shall without undue delay notify the Contractor In Writing of any defect which appears in the work performed or in the parts provided by the Contractor. Such notice shall under no circumstances be given later than one week after discovery and always before expiry of the period given in Clause 31. The notice shall contain a description of the defect. If the Customer fails to notify the Contractor In Writing of a defect in time, he shall lose his rights to have the defect remedied.
- 27 Contractor's Failure to Remedy Defects on parts**
- 27.1 If the Contractor, due to a lack of proper skill and care, fails to fulfil his obligation under Clause 5 to remedy functional defects which have arisen in the Equipment or his obligation under Clause 24 to remedy defects in the maintenance work or in parts he has provided, the Customer may by notice In Writing to the Contractor fix a final reasonable period for completion of the Contractor's obligations, which period shall not be less than one week and Contractor has to have full and interrupted access to the Equipment without any hindrance.
- 27.2 On receipt of the notice under Clause 27.1 the Contractor shall remedy the defect without undue delay and at his own cost as stipulated in Clause 24. Repair shall be carried out at the place where the part is located unless the Contractor deems it appropriate that the defective part or the product is returned to him for repair or replacement. The Contractor is obliged to carry out dismantling and reinstallation of the part if this requires special knowledge. If such special knowledge is not required, the Contractor has fulfilled his obligations in respect of the defect when he delivers to the Customer a duly repaired or replaced part.
- 27.3 If the Customer has given such notice as mentioned in Clause 26 and no defect is found for which the Contractor is liable, the Contractor shall be entitled to compensation for the costs he has incurred as a result of the notice.
- 27.4 The Customer shall at his own expense arrange for any dismantling and reassembly of equipment other than the relevant part and/or product but with due observance of Article 27.2, to the extent that this is necessary to remedy the defect. However the Customer is obliged to provide reasonable assistance to the Contractor for any dismantling and reassembly of equipment, but only under supervision of the Contractor.
- 27.5 Unless otherwise agreed, necessary transport of the part and/or parts thereof from the Contractor in connection with the remedying of defects for which the Contractor is liable shall be at the risk and expense of the Contractor. The Customer shall follow the Contractor's instructions regarding such transport and fulfil its obligations as laid down in Clause 12.2.
- 27.6 Unless otherwise agreed, the Customer shall bear any additional costs which the Contractor incurs for repair, dismantling, installation and transport, travel and accommodation as a result of the part being located in a place other than the destination stated in the Contract or -if no destination is stated -the place of delivery.
- 27.7 Defective parts which have been replaced shall be made available to the Contractor and shall be his property. The transport or dispatch of the part and/or parts to the location agreed in the Contract shall be at the risk and expense of the Customer and shall take place within one week after first request of the Contractor. In this respect Customer shall provide the Contractor timely with a notice of transport/dispatch.
- 27.8 If, within a reasonable time, the Contractor does not fulfil his obligations under Clause 27, the Customer may by notice In Writing fix a final time for completion of the Contractor's obligations. If the Contractor fails to fulfil his obligations within such final time, and Contractor has had full and uninterrupted access to the Equipment without any hindrance, the Customer may himself undertake or employ a third party to undertake necessary remedial works at the risk and expense of the Contractor, but always with due observance of the limitation of liability as laid down in Clause 30.

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- 27.9 Where successful remedial works have been undertaken by the Customer or a third party, reimbursement by the Contractor of reasonable costs incurred by the Customer shall be in full settlement of the Contractor's liabilities for the said defect and always with due observance of the limitation of liability as laid down in Clause 30.
- 27.10 Where the defect has not been successfully remedied, as stipulated under Clause 27.9,
- (a) the Customer is entitled to a reduction of the purchase price in proportion to the reduced value of the part, provided that under no circumstance shall such reduction exceed 15 per cent of the price of that part, or
  - (b) where the defect is so substantial as to significantly deprive the Customer of the benefit of the Contract, the Customer may terminate the Contract by notice In Writing to the Contractor. The Customer is then entitled to compensation for the loss he has suffered up to a maximum of 15 per cent of the price of the part.
- 27.11 The Contractor is not liable for defects arising out of materials provided, or a design stipulated or specified by the Customer.
- 27.12 The Contractor is liable only for defects which appear under the conditions of operation provided for in the Contract and under proper use of the part. The Contractor's liability does not cover defects which are caused by faulty maintenance, non-observance by Customer of Contractor's maintenance instructions, incorrect erection or faulty repair by the Customer, or by alterations carried out without the Contractor's consent In Writing. The Contractor's liability does not cover normal wear and tear or deterioration.

### **28 Measures to prevent damages**

- 28.1 If defects in the Contractor's work or in parts provided by him may cause damage to the Customer's property, including the Equipment, the Customer shall immediately inform the Contractor In Writing. The Customer shall bear the risk of damage to his property resulting from his failure so to notify. The Customer shall take reasonable measures to minimise damage and shall in that respect comply with instructions of the Contractor. The Contractor shall compensate the Customer for the necessary costs for such measures to the extent that the Contractor would have been liable for the damage.

### **29 Liability for Damage to the Customer's Property**

- 29.1 The Contractor shall be liable for damage to the Customer's property, including the Equipment, caused by the Contractor's Gross Negligence in connection with the maintenance work under the Contract. The Contractor's liability shall, unless otherwise agreed, never exceed the aggregate and total price of the Contract (per year).

### **30 Limitation of Liability**

- 30.1 The Contractor's liability under the Contract does not cover/include defects or damage due to circumstances which are not attributable to the Contractor, such as incorrect use of the Equipment, incorrect daily care by the Customer (Clause 7) or incorrect measures under Clause 28. Nor shall the Contractor be liable for normal wear and tear. Except as explicitly stated otherwise in these General Conditions, the Contractor shall have no liability for defective work, defective parts provided under the Contract or otherwise for his negligence.
- 30.2 Contractor shall under no circumstances be liable for and Customer shall waive and release Contractor from all liability for penalties, loss of profit, loss of revenue, loss of expected savings, loss of income, loss of use, loss of contracts, rent or holding costs, loss of expected production, opportunity costs, loss of business (including loss or reduction of goodwill or opportunity) and damage to reputation (regardless of whether any or all of these things are considered to be indirect (or consequential) damages) nor for any loss of product or cash flow losses or damage howsoever arising incurred by Customer or any third party). This limitation of the Contractor's liability shall not apply if he has been guilty of Gross Negligence.
- 30.3 If the Contractor incurs liability towards any third party for damage to property arising in connection with performance of the Contract, the Customer shall indemnify, defend and hold the Contractor harmless for this damage. If a claim for loss or damage as described in this Clause is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof In Writing. The Contractor and the Customer shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Equipment and arising in connection with the maintenance work. The liability between the Contractor and the Customer shall however be settled in accordance with Clause 36.
- 30.4 The Contractor's liability under the Contract and/or the General Conditions and/or howsoever arising shall at all times be limited to, and never exceed, 15 per cent of the total aggregate price of the Contract in the respective year.

### **31 Force Majeure**

- 31.1 Either party shall be entitled to suspend performance of his obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by Force Majeure, meaning any of the following circumstances: industrial disputes and any other circumstance beyond the control of the parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power,

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currency and export restrictions, epidemics, natural disasters, extreme natural events, terrorists acts and defects or delays in deliveries or work by subcontractors caused by any such circumstance referred to in this Clause. A circumstance referred to in this Clause, whether occurring prior to or after the formation of the Contract, shall give a right to suspension only if its effect on the performance of the Contract could not be foreseen at the time of the formation of the Contract.

- 31.2 The party claiming to be affected by Force Majeure shall notify the other party In Writing without delay on the intervention and on the cessation of such circumstance. If a party fails to give such notice, the other party shall be entitled to compensation for any additional costs which he incurs and which he could have avoided had he received such notice.
- 31.3 Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the Contract by notice In Writing to the other party if performance of the Contract is suspended under this Clause 31 for more than three months.

### **32 Contract Period. Notice of Altered Remuneration**

- 32.1 Unless otherwise agreed, the Contract is concluded for a period of one year and shall be extended by one year at a time, unless terminated by notice In Writing at least two months before the expiry of the pending Contract period. Unless the agreed remuneration is to be adjusted according to an index clause, the Contractor may after each year demand an increase of the agreed remuneration, provided that he informs the Customer In Writing of the remuneration he requires for the coming Contract period at least three months before the expiry of the current Contract period. If the Contract, after the Customer had received such information In Writing, is extended for another Contract period, the Customer shall be deemed to have accepted the revised remuneration for that period.

### **33 Termination**

- 33.1 In addition to what is specified in Clauses 10, 31 and 32, each party may terminate the Contract with immediate effect if the other party commits a serious breach of the Contract and fails to remedy such breach within a reasonable period after notice In Writing of the breach has been sent. Termination shall be made by notice In Writing. If the Contract is terminated under this Clause, the party terminating the Contract shall be entitled to compensation for the loss he incurs. Such compensation shall, unless otherwise agreed, be limited to the amounts stated in Clause 30.

### **34 Assignment, Subcontracting**

- 34.1 Neither party may assign the Contract to a third party. The Contractor may, however, after notifying

the Customer thereof In Writing, subcontract performance of the maintenance to a third party. The Customer shall be informed of the identity of the subcontractor. Such subcontracting shall not in any way affect the Contractor's obligations under the Contract.

### **35 Retention of title**

- 35.1 Any parts (including but not limited to Wear Parts or Spare Parts) shall remain the property of the Contractor until paid for in full to the extent that such retention of title is valid under the applicable law. The Customer shall at the request of the Contractor assist him in taking any measures necessary to protect the Contractor's title to the parts in the country concerned. The retention of title shall not affect the passing of risk to the Customer.

### **36 Disputes, Applicable Law**

- 36.1 All disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules, in Eindhoven, the Netherlands. The Contract shall be governed by the laws of the Netherlands. The Vienna Sales Convention is excluded.