



PureBlue Water

Of PureBlue Water B.V., situated in Kapellebrug, registered at the Chamber of Commerce in Rotterdam under number 24.435.858

Article 1: Applicability.

1. The conditions below are applicable to all offers and quotations made by PureBlue Water, agreements entered into by PureBlue Water and projects assigned to PureBlue Water.
2. "Client" here means any (legal) person who entered into an agreement with PureBlue Water. This also includes (legal) persons who want to enter into an agreement, with the exception of their representative(s), legal successor(s) and heirs.
3. Additions and/or deviations from these conditions are only applicable when PureBlue Water and the Client agreed to this in writing and it does not affect any of the other stipulations of these conditions that will remain fully applicable.
4. Reference to the clients' purchase- or other conditions – where mentioned – are not acceptable, unless PureBlue Water expressly accepted these conditions in writing.
5. Once the client has been informed about these conditions by PureBlue Water, later agreements entered into between PureBlue Water and the client are considered to be subject to these conditions, unless parties expressly decides differently about this.
6. If PureBlue Water deviated from these conditions with any agreement with the client, the client will not be able to appeal to this with later agreements. Deviations from these conditions should always be agreed upon clearly.

Article 2: Offers, quotations and agreements.

1. All offers and quotations made by PureBlue Water, regardless whether it is in the format of pricelists, printouts, brochures, or other – including verbal offers / quotations and other declarations by representatives or employees of PureBlue Water – are always without obligation.
2. An agreement between PureBlue Water and client only comes into effect if and after an authorised person of PureBlue Water has confirmed the order.
3. When entering into an agreement, PureBlue Water is entitled to request sufficient surety for the monetary compliance with the intended agreement.
4. If the client refuses to provide the required surety, PureBlue Water has the right to refuse the order.
5. PureBlue Water is authorised to engage third parties for the execution of its services or for the installation thereof and to charge these fees to the client.

ARTICLE 3: Prices.

1. All prices and rates are, unless stated differently, in Euro, and are excluding VAT and other levies, which are legally imposed at the time the order is accepted.
2. Unless it was agreed upon at the confirmation of the order, the following is not included in the price:
 - a) Special additional clearance charges and/or import rights.
 - b) Any fitting and/or installation activities
 - c) Travel and accommodation expenses incurred by the employees of PureBlue Water in the execution of the order;
 - d) Shipping costs and transport insurance unless with approved returns.
 - e) Packaging and handling expenses.
3. For orders below €455 (excluding VAT) €11.50 administration fee, apart from the shipping costs, which the client have been informed about in advance, can be added.
4. The prices are based on cost price, which is valid at the time of the order, if these cost prices increase due to price increases in raw materials, materials, parts aids, transport costs, insurance premiums, taxes, import rights exchange rates etc. since the quotation date, PureBlue Water is entitled to increase the price accordingly.
5. The stipulation in the previous paragraph is also valid if the cost-increasing factors were foreseeable at the time the agreement was entered into.
6. If, in accordance with paragraph 4, the cost price amounts to more than 10%, the client is authorised to cancel the order within 5 business days from the time when the client were informed about this.

ARTICLE 4: Delivery, deliver time and execution of activities

1. The delivery dates indicated will never be considered as final deadlines, unless expressly agreed differently. With any late delivery, PureBlue Water should be informed about the default in writing and should be a last delivery date.
2. PureBlue Water will comply with the delivery obligation by offering the good and/or services once off. The confirmation of receipt shall be signed by the client or his representative and will be full proof of delivery. If the client does not accept the goods, or does not accept the goods in time at the agreed location because the client refuses delivery, or does not provide the necessary cooperation for it or cause any hindrance for it, the client is in default under operation of the law and PureBlue Water has the right to transport the goods from the delivery location and from the delivery date to a warehouse for storage selected by PureBlue Water, for the account and at the risk of the client. PureBlue Water then also has a right to compensation for losses suffered by it. This compensation amounts to at least 50% of the invoice amount, and as such without prejudice to the right to claim additional compensation for damages.
3. When the information required for the checks and tests described in the order is not available or not available in time to PureBlue Water, the activities are considered to be accepted by the client.
4. If there is an agreement that the order will take place in phases, PureBlue Water may extend the partial delivery that belongs to a phase, until the client approved the delivery of the previous phase in writing and complied with all his financial obligations related to the partial delivery.
5. If the client is negligent with the execution of an action that he is responsible for regarding the delivery of the products, the client will bear the risk for the product from the time when the products are ready to be shipped.
6. With partial deliveries, PureBlue Water is always entitled to request sufficient surety from the client before proceeding with that phase of the delivery. PureBlue Water is entitled to terminate the agreement immediately, without prejudice to its right to compensation for costs, (operational) damage and loss of profit.

7. If and in so far as it is necessary for the proper execution of the agreement, PureBlue Water is authorised to have certain activities performed by third parties. If PureBlue Water or third parties engaged by PureBlue Water perform activities in the framework of the agreement, at the location or the client or at a location indicated by the client, as well as when PureBlue Water is responsible

for the facilities, as well as when making tools and so forth available for the execution of the agreement, this will be done under explicit condition that the client waiver all claims related to the items provided by PureBlue Water and the client will ensure that these items are not damaged, stolen or misappropriated. Client is responsible for the losses suffered or losses that could be suffered by PureBlue Water if the abovementioned items are damaged, stolen, or misappropriated. The items provided remain the property of PureBlue Water at all times.

ARTICLE 5: Retention of title and transition.

1. The activities performed or property delivered remains the property of PureBlue Water until the time when the client fulfilled all his payment- and other obligations.
2. The client is not permitted to offer the goods or services as surety to third parties, or transfer the use to third parties, until the client fulfilled his payment- and other obligations to PureBlue Water, unless as a reseller in normal operational activities.
3. If the client does not comply with, or does not comply in time with, any obligation resulting from the agreement, or if any other circumstance not mentioned in article 6.1 occurs, PureBlue Water is, without any judicial intervention, entitled to terminate the agreement and to undo the services rendered, and / or reclaim the goods delivered. Client herewith grants PureBlue Water irrevocable authorisation to give access to the areas where the services were rendered or where the goods are, failing that, the client will forfeit an immediately payable fine of €455 per day.
4. If PureBlue Water actually repossessed the goods or services, PureBlue Water has the right to terminate the agreement with immediate effect, in accordance with the stipulations of article 6.2.
5. Client is obliged to inform PureBlue Water in writing if third parties have rights to the services or goods supplied by PureBlue Water, in so far as it is (not yet) their property, as well as the circumstances described in article 6.1 occurs. If it seems in retrospect that the client did not fulfil this obligation, he will be liable to pay an immediately payable penalty to the amount of 15% of the amount due to PureBlue Water, or at least € 225.

ARTICLE 6: Termination and dissolution of agreement.

1. PureBlue Water reserves the right to terminate the agreement(s) with the client immediately, without intervention, if the client:
 - a) Is declared bankrupt, request suspension of payment, is put under administration, or reschedules debts in accordance with the Debt Restructuring Act.
 - b) Does not, fulfil a (payment) obligation resulting from the agreement, or does not fulfil it in time, or only partially fulfil it.
 - c) Decides to liquidate his company.
 - d) Loses control over his assets, or when the client is a natural person, is placed under curatorship, or dies.
2. With an abovementioned termination, all claims against the client is immediately due, and apart from this, PureBlue Water is entitled to claim full payment for losses, loss of profit and / or interest.
3. The "loss of income" will be the higher amount between 15% of the agreed price and €225 (excl. VAT) subject to proof of the contrary; "interest charged" will be according to the legal interest rate.

ARTICLE 7: Transfer of risk

1. All risks related to the transport of the goods or services that will be supplied lies with the client, this includes direct and indirect losses.
2. The goods and/or services delivered by PureBlue Water become, without prejudice to the stipulations in the previous paragraph, the risk of the client at the time of the delivery of the goods and/or services.

ARTICLE 8: Guarantee

1. All agreements will be complied with by PureBlue Water according to their best knowledge and judgement.
2. PureBlue Water guarantees the items manufactured by PureBlue Water for 1 year. Regarding items and/or parts not manufactured by PureBlue Water, PureBlue Water offers a guarantee for the manufacturing- and material defects in accordance with the stipulations provided by the manufacturer, for a period that will be specified at the time of delivery and/or installation.
3. The guarantee stated in paragraph 2 can be claimed, as long as the supplies of PureBlue Water was used and operated in accordance with the manuals and technical specifications provided by PureBlue Water (or manufacturer).
4. Repairs and deliveries due to manufacturing- and/or material defects are free within the Netherlands. All guarantees expire, when the client does the following to the goods and/or services delivered: A personally install or have it installed by third parties, B Personally modify and/or repair (or have it repaired) the goods and / or services delivered, C Use it for purposes other than the intended use, D Used and/or maintain it in a way that was, according to PureBlue Water, inappropriate, which includes non-compliance with the requirements in article 15, paragraph 2, E Connect it to equipment or parts supplied by third parties, without specifically informing PureBlue Water about this, F If the defect was caused by a disturbance in the power supply, and other equipment connected to the goods supplied in a way that does not comply with the norms / specifications provided by the manufacturer, or that was caused by lightening or any other external influence.
5. The guarantee period for repairs performed by PureBlue Water or by a third party engaged by PureBlue Water is one month, starting at the day after the repairs were done.
6. Client has the right to free repairs to renewed repairs, if he informs PureBlue Water about defects within the guarantee period. Parts are not included in this repair guarantee.



ARTICLE 9: Liability.

1. If PureBlue Water is responsible for direct damage, the liability is limited to a maximum of the invoice amount, or then the part of the agreement related to the liability. Regardless of this, the liability is always limited to the maximum payment received from the insurer of the PureBlue Water in such a case.
2. The following is exclusively meant with direct damages:
 - The reasonable costs to establish the cause and the extent of the damages, in so far as this establishment is related to the damages in the sense of these conditions;
 - Any reasonable costs incurred to bring the defective performance of PureBlue Water on par with the agreement, unless this defect cannot be attributed to PureBlue Water;
 - Reasonable costs incurred in the prevention and limitation of damages, in so far as the client can prove that these costs limited the direct damages as meant in the general terms and conditions.
3. PureBlue Water is never responsible for indirect damages, including consequential damages, loss of profit, savings missed, and loss due to business interruption.
4. Without prejudice to the abovementioned statement, PureBlue Water is not liable if the damage was due to intentional acts and/or gross negligence and/or imputable acts, or then the negligent or improper use by the client.
5. If the client does not provide the cooperation stipulated in article 15 to PureBlue Water, the client could never receive compensation for damages or any other rights concerning the non-compliance with the agreement by PureBlue Water.
6. PureBlue Water is not responsible for the selection of goods and materials made by the client and is not responsible to ensure that the goods and materials supplied will be suitable for the intended use by the client, unless PureBlue Water was informed, in advance, about the intended use by the client and only if this was not changed at a later stage.
7. The limitations of the liability included in this article is not applicable in so far as the damage was caused by intentional acts or gross negligence by PureBlue Water, or it supervisory subordinates.
8. PureBlue Water is not responsible for any damages, of whatever nature, if one or more circumstances described in article 8 paragraph 5 occurs.

ARTICLE 10: Payment

1. All payments are due 30 days after invoice date, unless agreed differently in writing, into a bank- or giro account provided by PureBlue Water. Objections of the client against the invoice amount do not suspend the payment obligation towards PureBlue Water.
2. All payments should be done without a setoff. The client is not permitted to suspend payment for any reason whatsoever.
3. If PureBlue Water do not received the invoice amount within the term specified in paragraph 1 from the client, the client is in default and interest according to the legal interest rate, with a minimum of 2% per month, on the invoice amount, for the period during which the client is in default, whereby the time is calculated in full months.
4. If the payment of an invoice is not received within the term specified in paragraph 1 and when PureBlue Water then engage legal measures for the recovery of the payment, the client will be liable to pay the (legal) costs incurred by PureBlue Water for the recovery of the payment. These costs are fixed on at least 15% of the total sum payable (or part thereof), and as such with a minimum of €500, without prejudice to any legal costs due by the client in case of legal proceedings.
5. All payments by or on behalf of the client will first be set off against the costs due, then against the interest due and thereafter against the total sum payable.
6. If the client defaults with the payment for a partial deliver or delivery phase, PureBlue Water is entitled to suspend further orders that should still be supplied for the next delivery phases for the term during which the client leaves a due and payable (partial)invoice unpaid, without prejudice to the right of PureBlue Water to terminate the orders after the default and claim payment for everything PureBlue Water should have been paid for at that moment. In such a case, PureBlue Water also has the right to compensation for damages in accordance with article 6.

ARTICLE 11: Force majeure.

1. Force majeure also means the situation where PureBlue Water defaults due to extraordinary circumstances such as high absences from work, strikes, factory sit-in, fire, technical malfunctions in the operation-, traffic- or transport hindrances, lack of raw materials, materials of its suppliers, and for whatever reason also, mobilisation, state of siege, public riots, import- or export hindrances, and other government measures or prescriptions and as such any other situation that PureBlue Water cannot reasonably be expected to influence, is unable to execute the order according to the stipulations agreed upon.

2. In case of force majeure, PureBlue Water is entitled to suspend the compliance with the agreement without legal intervention for as long as the force majeure continues, or dissolve the agreement, without PureBlue Water becoming liable to pay any form of compensation for damages or penalty to the client. PureBlue Water is entitled to invoice the client proportionally for the goods delivered to that date.
3. When the execution of the order is suspended for 60 days or more, the client is also entitled to terminate the agreement, unless the specific circumstances justify a shorter period. The client is responsible to prove these specific circumstances.
4. With termination as meant above, PureBlue Water is entitled to request payment for everything delivered to date and PureBlue Water is not liable to pay any compensation for damages or fine to the client.

ARTICLE 12: Complaints.

1. Complaints regarding visible defects to the goods or services delivered should be communicated to PureBlue Water within 24 hours after the client became aware of it, but also within 5 business days after it was delivered to the client. The client should confirm the complaint within 5 business days after receipt of the goods or services, via a written, registered letter.
2. Complaints regarding the improper functioning of the goods/services delivered should be communicated immediately to PureBlue Water, within 14 days after the delivery date and should always be submitted quickly to PureBlue Water, so that PureBlue Water is able to investigate (or have it investigated) the accuracy if the particular complaint, at the location of the client.
3. Complaints regarding invoices should be in the possession of PureBlue Water, via registered letter, within at least 5 business days after the dispatch date.
4. After the abovementioned period, the client is considered having accepted the goods/services delivered as well as the invoice. Complaints will no longer be accepted by PureBlue Water thereafter.

ARTICLE 13: Cancellation.

If the client fully or partially cancels an order, the client is liable to pay a cancellation fee to PureBlue Water that is at least an amount that is the highest of an amount higher than 50% of the offered amount or the invoice amount, and when it is cancelled in a term: A Up to 31 days before the agreed delivery date, a rate of 70%, B 30 days or less before the agreed delivery date 80%, C 14 days or less before the agreed delivery date 90%, D 7 days or less before the agreed delivery date 100%.

General Stipulations

1. If a sample or model was shown to the client, this is only considered as an indication, without the item being suitable to fulfil a need, unless it explicitly stated that the item will correspond with this.
2. Without prejudice to anything mentioned elsewhere in these general terms and conditions, PureBlue Water reserves the rights and authorisations vested in it due to the Copyright Act and other intellectual property rights.
3. The client is not permitted to make modifications to the items, unless the nature of the goods supplied justifies this or if it was agreed upon in writing elsewhere.
4. The designs, drawings, plans, films, software and other materials or (electronic) files created by PureBlue Water in the framework of the agreement, remain the property of PureBlue Water, regardless if this was made available to the client or third parties, unless agreed differently.
5. All items provided by PureBlue Water, such as designs, drawings, plans, films, software, (electronic) files etc may only be used by the client and he is not permitted to copy it, announce it publicly or share it with third parties, without the prior written consent of PureBlue Water, unless this is a natural result of the items provided.
6. PureBlue Water reserves the right to use the knowledge it gained during the execution of its task for other purposes, as long as no confidential information is shared with third parties.
7. If one or more of these general terms and conditions are null and void, the remaining stipulations of these general terms and conditions remain applicable. PureBlue Water and the client will then meet to agree on a new stipulation as replacement of the null and void stipulations, which would as far as possible take the intention of the original stipulation into consideration.
8. Dutch law exclusively governs this agreement and all agreements between PureBlue Water and the client resulting from it. The Vienna Sales Convention is explicitly excluded. These conditions are submitted at the offices of the Chamber of Commerce in Middelburg.
9. In case the content and scope of these general terms and conditions are explained, the Dutch text always prevails.
10. The last version submitted is always applicable, or then the version applicable when the agreement was entered into.