

GENERAL TERMS & CONDITIONS



Dynamic

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1 General terms and conditions

1.1 Scope of conditions and priority determination

- I. These general conditions apply to all (legal) commercial processes conducted by Van Amerongen, CA Technology B.V. (hereinafter to be referred to as Van Amerongen) such as quotes, receipts or the acceptance of tasks in the context of (framework) agreements.
- II. These general conditions are supplementary to the “General Delivery Conditions for Installation Companies 2007” (hereinafter to be referred to as “ALIB 2007”) and can be consulted on our website www.van-amerongen.com. They will also be provided upon request at no charge. They are available in Dutch, English and German.
- III. The conditions referred to in I and II take priority over the customer’s general conditions even if Van Amerongen has not explicitly rejected the applicability thereof. Any reference by the customer to their own purchasing, contractual or other conditions will not be accepted by Van Amerongen unless specifically agreed otherwise in writing.

1.2 Warranty terms and conditions

Installations and corresponding supplies provided by Van Amerongen are furnished with a guarantee as defined in article 16 of the “ALIB 2007”, taking into account the exceptional definitions that follow:

- I. Every claim under the guarantee becomes null and void if the customer behaves in a manner that contravenes the conditions given hereafter, under points I to VIII;
- II. Installations, including PVC pipe networks and pneumatic valves and, in particular, machines may not be exposed to temperatures under 0°C or above 40°C.
- III. Machines must be set up at a dry, dust-free location so that filters cannot become clogged.
- IV. The frequency of power flow must be 50 ± 10 Hz, unless agreed otherwise in writing.
- V. For CA-/ ULO storage purposes, a cold store must meet the leak-proof requirements set by the Institute of Food & Bio-based Research (FBR) Wageningen, the Netherlands, which is part of the Wageningen University, or ascribed by a similar, internationally recognised institute. The leak-proof conditions required for CA ULO storage can be provided by Van Amerongen upon request and at no charge.
- VI. For service, it is obligatory to use the service-materials provided by Van Amerongen. Also, service needs to be carried out by Van Amerongen or a (trained) company recognized by Van Amerongen. In any other case, it is possible that guarantee conditions will be cancelled.
- VII. In addition, the warranty on the PVC pipeline network is valid only when installed by Van Amerongen.
- VIII. The warranty period will start at the moment that the delivery document is signed.



1.3 Estimating scrubber capacity

In addition to the aforementioned guarantee conditions, the following definitions apply to scrubbers:

- I. Scrubber capacity loss under 5°C and above 30°C and damage as a consequence of temperatures above 40°C are excluded from the guarantee.
- II. Capacity calculations are based on average value \pm standard deviation. Capacity loss from scrubbers that can be traced back to a deviation from the average values and standard deviation is excluded from the guarantee.
- III. When calculating the capacity of the O₂ scrubber or N₂-generator (every source of carbon oxide), no account is taken of the product's respiration or the gas tightness of the storage cells. Capacity shortfalls from scrubbers due to a lack of gas tightness of the cooling cells, are excluded from the guarantee.
- IV. The calculation of required CO₂ absorption capacity is based on values that are provided by the Institute for Food & Bio-based Research (FBR) in Wageningen or those ascribed by a similar internationally recognised institute. This calculation does not take into account extraordinarily high respiratory values as a result of bad logistics or planning and Van Amerongen is not responsible for this.

1.4 Installation

- I. The customer must ensure that there is sufficient space available for installation. This particularly refers to space above the cold stores or between the building's walls and the cold stores, where the scrubber pipes will be laid.
- II. Concrete floors must be flat, particularly in the vicinity of the door. The floor may not deviate more than 2mm across a distance of one meter if the gastight seal between the door and the floor is to be guaranteed.
- III. The customer is responsible for installing the power supply for machinery and equipment, in accordance with Van Amerongen's instructions.
- IV. Electricity (220-240 or 380-400VAC VAC, 50 Hz) must be available for the duration of the installation period.
- V. It must be possible to store tools and installation materials in a safe place whenever the installers are absent.
- VI. The customer is responsible for the disposal of packaging materials.

1.5 Horizontal and vertical transport at location

The customer is responsible for the availability of a fork-lift truck, pallet trucks, ladders and other materials required for the horizontal and vertical transportation of machines and materials at the construction location, unless agreed otherwise. Van Amerongen is not responsible for horizontal and vertical transport onsite, unless agreed otherwise in this document.



1.6 Warranty period

- 1 year;
- 2 years;
- Other; please specify:

In addition, and if applicable, Van Amerongen also provides a 5 year guarantee for the active carbon. This guarantee is only applicable if scrubbers have been operating with the appropriate conditions and as long as there is no issue with external factors such as cooling system leakages or any other gasses or chemicals that irreversibly attach to active carbon.

1.7 Liability

In addition to that which is set out in article 16 of ALIB 2007, Van Amerongen is not liable for damage to fresh produce after storage or to buildings. In addition, Van Amerongen does not take any responsibility for the storage regime in the storage cells and the realisation of the ULO or CA conditions or the maintenance of these.

1.8 Ownership conditions

Van Amerongen retains ownership of all equipment, materials or other goods/services provided to the customer as a result of an order until the total amount for the task has been paid in full. The customer becomes the automatic owner once all payments have been made.

