

A: General

Article I - Definitions

1. In these General Terms and Conditions the following terms mean:
 - General Terms and Conditions: these General Terms and Conditions of CIRC B.V.
 - CIRC: CIRC B.V., with its registered office in Utrecht, registered with the Chamber of Commerce under number [...].
 - Client: the party to which one or more offers from CIRC are addressed and/or the party with which CIRC concludes a contract.
2. Offer means an offer containing work or deliveries specified to a greater or lesser extent and the estimate of the costs attached to that work or those deliveries.
3. Contract means the contract between the Client and CIRC.
4. Order confirmation means the oral or written agreement of the Client to the offer made by CIRC or confirmation sent by CIRC of such agreement.

Article II - Applicability and scope

1. These General Terms and Conditions apply to all offers, work, oral or written orders and additional follow-up orders given to CIRC, as well as to the contracts and legal relations ensuing therefrom or connected therewith, in so far as these General Terms and Conditions have not been derogated from by parties explicitly and in writing.
2. The stipulations in these General Terms and Conditions were not only made for the benefit of CIRC, but also (in so far as necessary) for the directors and officers of CIRC and all persons work or will work for CIRC, and all persons of organisations engaged by CIRC in the performance of any job, and all persons for whose acts or omissions CIRC could be liable.
3. The applicability of other general or specific terms and conditions (of purchase), whether or not used by the Client, will be explicitly rejected, unless CIRC has accepted the applicability of these terms and conditions in advance and in writing.
4. If CIRC does not always require strict compliance with these General Terms and Conditions, this will not mean that its stipulations are not or no longer applicable, or that CIRC would lose the right to any extent to require strict compliance with the stipulations of these General Terms and Conditions in other cases.
5. In all cases in which the relationship between the Client and CIRC ends, these General Terms and Conditions will continue to govern the legal relationship between the parties as long as this relationship has not yet been settled financially.

Article III - Offer/offer

1. Any offer made by CIRC will be free of obligation.

Article IV - Contract

1. If the contract is entered into in writing, it will be concluded on the day that the contract is signed by the Client, or on the day that CIRC sends the written order confirmation.
2. Oral commitments, agreements or other legal acts will be binding on CIRC only if they are made by persons explicitly authorised or persons with other representative powers.

3. If and in so far as CIRC makes products and services of third parties available to the Client, or grants access to them, then as far as those products and services are concerned, the relevant terms and conditions used by those third parties will apply, unless the Parties agree otherwise explicitly and in writing.

Article V - Price

1. In so far as we have not stated otherwise, the quoted prices are based on delivery FCA according to the latest version of the INCOTERMS, drafted by the ICC. Prices are exclusive of packaging, turnover tax and other government charges to which sale and delivery are subject.
2. Each offer and each contract is based on performance of the contract under normal circumstances and during normal working hours.
3. Should one or more cost-price factors undergo an increase after the date of conclusion of the contract - even if this happens as a result of foreseeable circumstances - CIRC will be entitled to raise the agreed price accordingly.

Article VI - Drawings, calculations, descriptions, designs and tools and suchlike.

1. Information stated in catalogues, illustrations, drawings, statements of size and dimensions shall be binding only if and in so far as it has been explicitly included in a contract signed by the parties or an order confirmation signed by CIRC.
2. Offers made, as well as drawings, calculations, software, descriptions, designs/models and goods created or provided by CIRC, as well as tools and suchlike and all intellectual property and other rights therein, shall remain inalienable property of CIRC, regardless of whether costs have been charged for them. The Client warrants at all times that the information provided by CIRC will be used exclusively in connection with the contract, and that he will not use it in any way that conflicts with intellectual property rights of CIRC or of third parties.
3. The Client must indemnify CIRC for all direct and indirect consequences of claims by third parties against CIRC enforced on the basis of infringement on the rights referred to in the preceding paragraph.

Article VII - Delivery time and delivery

1. The delivery time will start no later than at the following times:
 - a. the day of conclusion of the contract;
 - b. the day on which CIRC receives the necessary documents, information, permits and suchlike needed to perform the job.;
 - c. the day of fulfilment of the formalities necessary for the start of the work;
 - d. the day on which CIRC receives that which must be paid in advance according to the contract before the start of the work.If a delivery date or week has been agreed, the delivery period will be formed by the period between the date of conclusion of the contract and the delivery date or week.
2. Delivery times stated by CIRC are indicative. Agreed delivery times are not deadlines.
3. The delivery time is based on the working conditions applicable at the time of conclusion of the contract and on timely delivery of the materials ordered by CIRC for performance of the work. If delay occurs without CIRC being at fault because of a change in said working conditions or because materials needed to perform the work were not delivered on time, if necessary, the delivery time will be extended.

4. The product will count as delivered with respect to the delivery time when it is available for transfer of possession to the Client via a delivery document to be signed, or can be placed in the Client's control and the Client has been informed to this effect, and without prejudice to CIRC's obligation to comply with any assembly or installation obligations.
5. Notwithstanding stipulations elsewhere in these terms and conditions with respect to extension of the delivery time, the delivery time will be extended by the duration of the delay than can occur on the part of CIRC as a result of failure by the Client to comply with any obligation under the contract or to cooperate as required in relation to performing the contract.
6. Exceeding of the delivery time - whatever the cause may be - will not give the Client any right to terminate all or part of the contract or to perform work or have work performed to perform the contract without judicial authorisation.
7. Any contractual penalty set on exceeding of the delivery time will be considered to take the place of any right of the Client to compensation. Such a penalty will not be due if such exceeding of the delivery time cannot be attributed to CIRC.
8. If the Client refuses to take delivery of the goods offered to him, all costs arising from this (including freight and storage costs) will be payable by him.
9. In case of cancellation of the contract or failure to purchase the goods to be delivered by CIRC, the Client must immediately pay 10% of the agreed price, without prejudice to CIRC's right in addition to this contribution to the costs and lost profits to claim full compensation of the loss incurred due to such cancellation.

Article VIII - Assembly and installation

1. The Client will be responsible for the correct and timely execution of all designs, facilities and/or conditions that are necessary to set up the product to be assembled and/or the correct operation of the product in assembled condition.
2. Notwithstanding the stipulations in paragraph 1, the Client must in any case ensure at its own expense and risk that:
 - a. as soon as the technicians of CIRC have arrived at the set-up location, they can start their work and continue to perform it during the normal working hours, moreover, if CIRC considers this necessary, outside the normal working hours, assuming that CIRC has notified the Client to this effect in time;
 - b. suitable housing and/or all facilities required under government rules and regulations and the contract and the facilities required for use are present for the technicians of CIRC;
 - c. the access roads to the set-up location are suitable for the necessary transport;
 - d. the indicated set-up location is suitable for storage and assembly;
 - e. the necessary lockable storage places for material, tools and other items are present;
 - f. all necessary safety and precautionary measures have been taken and are enforced, in accordance with the guidelines for SCC (safety checklist contractors) certified work as well as that, in relation to assembly or installation by the technicians of CIRC, all government rules and regulations are complied with;
 - g. at the start of and during assembly, all necessary products and materials are present in the right place.
3. Damage and costs arising because of noncompliance or late compliance with the conditions set in this article, will be at the Client's expense.
4. Article VI will apply mutatis mutandis to the assembly / installation time.

Article IX - Transfer of risk and title

1. The transfer of the risk of all direct and indirect damage will in principle be determined by the INCOTERM applied in the context of Art. IV.
2. If the Client still fails to purchase the product after being put in default, CIRC will be entitled to charge the Client the costs of storage of the product.
3. Notwithstanding the stipulations in the preceding paragraph and Art. VI paragraph 3, title to the product will be transferred to the Client only when everything due from the Client to CIRC on the basis of the delivery or work related thereto or the amount due on the basis of failure of the Client in this regard, including interest and costs, has been paid in full to CIRC.
4. To exercise its rights under this article, CIRC will be entitled to unhindered access to products delivered by CIRC. The Client must cooperate fully with CIRC in order to give CIRC the opportunity to exercise the retention of title included in paragraph 2 by taking back the product delivered, including any disassembly needed to do so.

Article X - Invoicing and payment

1. Unless otherwise agreed, payment must be made, without setoff, also of the additional costs, before or on purchase or delivery of the product.. CIRC does not accept payment in cash but only payment via debit card, bank transfer or credit card. CIRC may attach conditions to credit card payments.
2. All payment periods are to be considered deadlines.
3. If CIRC proceeds with collection by way of the court or another way in case of late payment, 10% administration charges will be added to the amount of the claim, and the judicial and extrajudicial costs will be payable by the Client up to the amount paid by CIRC or due.

Article XI - Complaints and warranty

1. Complaints about visible defects must be made immediately after receipt of the product but no later than 5 days after actual transfer of the product, in writing and specified. Complaints about defects that are not visible must be made immediately after discovery, but in any case within the warranty period referred to in paragraph 2, also in writing and specified. If said period are exceeded, any claim against CIRC in relation to the defects concerned will lapse. Relevant legal actions must be made pending within one year after a timely complaint, subject to lapse.
2. CIRC provides the same warranty for products delivered by CIRC as it receives from its supplier/ the manufacturer. Farther reaching and/or different warranties are not provided.
3. CIRC will remedy all defects in products coming under the warranty referred to in paragraph 2 in accordance with the warranty conditions the manufacturer has declared specifically applicable to those products. The warranty covers repair and/or replacement of the defective component, whether or not in the company of CIRC, or by having a component sent as a replacement. The warranty provides for all cases, except sending of the replacement material free of charge within the Netherlands, among other things also for reasonable and customary work that is necessary to remedy the defect and, if necessary, at the discretion of CIRC, for work for disassembly or reconnection of product to the machine, foundation and other connection systems. Costs to be incurred by CIRC that extend beyond the obligations described above. such as but not limited to transport costs abroad, waiting, travel, accommodation costs and costs of examination by experts, as well as additional work due to disassembly and assembly. which would not occur in case of repair under normal workplace

circumstances, will be payable by the Client. Immediately on request, the Client must assist CIRC with disassembly and assembly, if any.

4. The Client can only have necessary repairs carried out by a third party at the expense of CIRC after written permission from CIRC, and only if the costs of this are reasonable. The cost-price level of CIRC will be taken into consideration in determining such reasonableness. Repair by a third party under this paragraph is only possible:

- if CIRC is unable, or is unable to repair the defect in a timely manner in its own plant;
- if there is a disproportion between the necessary costs of transport of the product to the plant of CIRC and the costs of repair;
- if in connection with the Client's circumstances, he cannot be required to have the repairs carried out in the workplaces of CIRC.

5. Defects are not covered by the warranty in any case that occur by way of or are fully or partially the result of:

- a. failure by the Client to observe the operating and maintenance instructions, or use other than the foreseen normal use and input other than the allowed input of prescribed bio waste;
- b. defects that are not material and/or construction errors, such as for example as a result of normal wear and tear, inside and outside contamination, rust and paint damage, transport, freezing, overheating, overloading and/or dropping of the product;
- c. assembly/installation or repair by third parties, including the Client, except as referred to in paragraph 54
- d. materials or goods provided by the Client to CIRC for treatment or processing;
- e. materials, goods, working methods and constructs, which have been used on explicit instructions from the Client as well as materials and goods delivered by or on behalf of the Client.

6. If the Client fails to comply, or to comply properly and on time with any obligation arising for him from the contract concluded with CIRC, CIRC will not be bound by any warranty - by whatever name.

7. If the Client proceeds to open the product, proceeds to perform disassembly, repair or other work on the product or have such work performed without prior approval from CIRC, any claim under the warranty will lapse.

8. If CIRC replaces components/products to comply with its warranty obligations, these replaced components/products will become property of CIRC. In case of replacement, the original warranty period will not be extended.

9. In relation to inspections and checks carried out, advice given and similar actions by CIRC, no warranty will be given. Nor will CIRC accept any liability for designs and components made available by the Client.

10. Alleged non-compliance with warranty obligations will not release the Client from its obligations arising for him under any contract concluded with CIRC.

Article XII - Liability

1. The liability of CIRC shall be limited to compliance with the warranty obligations referred to in Article XI of these terms and conditions.
2. Barring intentional acts or omissions or gross negligence on the part of CIRC and except as stipulated in paragraph lid 1, CIRC excludes any liability towards the Client.
3. Consequently, CIRC shall not be liable either for damage and/or loss as a result of or in connection with:

- infringement on patents, licences or other rights of third parties resulting from use of information or materials provided by or on behalf of the Client;
- failure or malfunctioning of the products and/or services delivered by CIRC;
- damage or loss, due to whatever cause, of the raw materials, semi-finished products, designs/models, tools and other items made available by the Client;
- transport difficulties, fire and any other serious disruptions in the plant of CIRC or those of suppliers of CIRC;
- the consequences for the Client under civil law due to violation of public law legislation as a result of the acts of technicians of CIRC or third parties working for the Client on the instructions of CIRC.

4. If employees of CIRC provide help and assistance - of whatever nature - with assembly, this will be done at the Client's risk, unless the assembly forms part of the contract concluded.

5. The Client must indemnify or compensate CIRC for all claims of third parties for compensation of losses, for which the liability of CIRC is excluded in these General Terms of Conditions in the relationship with the Client.

Article XIII - Force majeure

1. CIRC will not be obliged to comply with any obligation towards the Client if it is prevented from doing so as a result of a circumstance which cannot be blamed on negligence or carelessness, and for which it is not responsible by virtue of the law, a legal act or generally accepted opinions.
2. Besides that which is included in this regard in the law and case law, force majeure exists in - but is not limited to - the following circumstances: war, insurrection, terrorism, riots, vandalism, explosion, fire, earthquakes, floods, storm, other forms of natural disaster, strikes, government measures (e.g. transport bans), amendments of laws and regulations, unavailability (or not being available at reasonable costs) of raw materials, outbreaks of animal diseases, presence of dioxins or other hazardous materials and other comparable circumstances.
3. CIRC will also have the right to invoke force majeure if the circumstance that prevents (further) compliance starts after CIRC should have complied with its obligation under the Contract.

Article XIV - Suspension and termination

1. Should performance of the contract be prevented as a result of force majeure, CIRC will be entitled, without judicial intervention, either to suspend performance of the contract for 6 months at most, or to terminate the contract fully or partially, without being liable for any compensation. Furthermore, during the suspension, CIRC will be entitled, and at the end of that obliged to choose to perform or to terminate the contract fully or partially. In the event of suspension as well as termination, CIRC will be entitled to require immediate payment for that which it has already performed of the contract.
2. If the Client fails to comply, or does not comply properly or in time with any obligation arising from him under the contract concluded with CIRC or a related contract, or if there is a good reason to fear that the Client is or will be unable to comply with his contractual obligations towards CIRC, as well as in case of winding up, suspension of payment, shutdown, liquidation or partial transfer - whether or not as security - of the Client's business, including the transfer of a major part of his claims, CIRC will be entitled, without notice of default and without judicial intervention, either to suspend performance of the contract for 6 months at most or to terminate it fully or partially, without being liable for any compensation and without prejudice to the further rights to which CIRC is entitled. During the suspension, CIRC will be entitled and, at the end thereof,

obliged to choose to perform or to terminate the suspended contract(s) fully or partially.

3. In case of suspension and/or termination under paragraph 2, the agreed price will be immediately due and payable, with deduction of the instalments already paid and the costs spared as a result of suspension or termination by CIRC.
4. The Client will not be entitled to claim termination of the contract with retroactive effect.

Article XV - Disputes and applicable law

1. All disputes that arise as a result of an offer, contract or further contract ensuing from a contract to which these General Terms and Conditions apply, will be brought before the Midden Nederland District Court.
2. All contracts to which these terms and conditions apply in full or in part, shall always be governed by Dutch law, in so far as not derogated from by both parties in a written document signed by both parties.

Article XVI - Privacy and personal data

The parties shall fully cooperate with each other reciprocally in all reasonableness in order to enable the other party to comply with its obligations under the applicable laws and regulations in relation to the protection of personal data.

Article XVII - Compliance with laws and regulations

The Client must comply with all applicable laws and regulations, including all applicable export controls, sanctions, embargos and other restrictions in relation to all goods and services delivered by CIRC under these General Terms and Conditions. The Client warrants that all goods and services delivered by CIRC will not be exported, sold, transferred or used in conflict with the aforementioned laws and regulations.

The Client shall indemnify and compensate CIRC and its subsidiaries for all claims, losses, damage, costs, sanctions and/or fines that arise in any form whatsoever from non-compliance with the aforementioned warranty.

Article XVIII - Software, remote access to ICT services and data use

1. CIRC uses its own software (firmware). CIRC possesses and retains all intellectual and other property rights in this software and the Client will not acquire any rights to this software other than the right to use the software as is reasonably necessary for the Client in order to make use of the products delivered by CIRC in accordance with their intended purpose and with due observance of the terms of the contract (including these General Terms and Conditions).
2. During a period of five (5) years from delivery of a product, CIRC will implement updates or modifications in the software in so far as these updates or modifications are necessary to continue using the product in accordance with its intended purpose. Unless otherwise agreed in writing, after this initial period of five years, an additional fee will be due for taking care of this. Updates and modifications can be implemented remotely by CIRC without informing the Client of or requesting permission for them.
3. Unless otherwise agreed, when a product is delivered an admin licence for one (1) key user will be included. An admin licence grants access to the agreed ICT services connected with the product, such as being able to operate the product remotely (via an app). An additional fee will be due to generate additional user accounts under an admin licence.
4. CIRC shall not be liable for damage of whatever nature resulting from or in connection with not following a written recommendation or request from CIRC concerning the timely installation/implementation by the Client (or another

party) of updates and/or security patches in the software. The Client shall indemnify CIRC for all claims of third parties for compensation of loss, costs or interest in connection with failure by the Client to install or implement (or have another party do so) updates and/or security patches in the software in a timely manner. Should this form part of the services provided by CIRC, CIRC will make efforts to enable the ICT services (made available remotely via internet) to function properly at all times. CIRC strives to make these services available to the highest possible extent. CIRC however, cannot guarantee this in any way.

5. CIRC reserves the right to modify the technical properties of the software and/or ICT services in the interim in order to improve their functionality and to correct any errors or to comply with rules set by or pursuant to the law. CIRC makes efforts to discover and correct any errors in the software and ICT services. CIRC however does not warrant that the errors will be corrected promptly.
6. CIRC reserves the right to decommission the ICT services made available (remotely via internet) temporarily for the purposes of maintenance, modification and/or improvement. CIRC will decommission the services as far as possible outside office hours and notify the Client of the scheduled decommissioning in a timely manner as far in advance as possible. CIRC shall never be held liable to the Client for any compensation for such decommissioning of the ICT services.
7. It is the Client's responsibility to ensure provide for the implementation of reliable back-up and security procedures, unless the parties have agreed in writing that this is among the responsibilities of CIRC.
8. CIRC shall not be liable to the Client or any third party for unauthorised access to the Client's data or unauthorised use of those data.
9. CIRC will be entitled store, edit, analyse or otherwise use the data processed in relation to products and ICT services delivered by CIRC to the Client for the purpose of:
 1. Communication with the Client;
 2. Delivery of products and services to the Client;
 3. The continued development and improvement of products and services.
10. CIRC shall not be liable for any loss ensuing from use of the data collected, data analysis or loss thereof.

Article XIX - Intellectual property rights

1. All intellectual property rights and/or know-how in products delivered and/or results of services performed, including any claims on future intellectual property rights and/or know how that CIRC might have at any time, shall be vested exclusively in CIRC. Even if products or services (or results thereof) have been designed, developed, compiled or performed specifically for the Client, all intellectual property rights to those products and services (or results thereof) shall be vested in CIRC.
2. If infringement is committed by third parties or threatens to be committed on intellectual property rights of CIRC, then the Client must inform CIRC of this immediately.
3. If third parties are of the opinion that by delivering products or services to the Client, CIRC is infringing on intellectual property rights of those third parties, then CIRC will be entitled to replace or modify these products or services, or to terminate the contract without the Client having a right to compensation by CIRC.
4. The products of CIRC or applications in which these products are used may not be patented without prior written permission from CIRC.
5. The Client shall indemnify CIRC for claims of third parties in relation to intellectual property rights in materials or data provided by the Client to CIRC. The Client must also indemnify CIRC for claims of third parties in relation to

intellectual property rights in work and/or activities that CIRC performs or has performed on the Client's instructions.

Article XX - Confidentiality

1. The parties must maintain the confidentiality of all information and data they have received from each other and that are considered confidential or of which the confidential nature ensues from the nature of that information and those data, unless a statutory obligation or court judgment orders disclosure of that information and/or those data.
2. Neither of the parties may mention the contract in publications, advertisements, mailings or otherwise without permission from the other party.

Article XXI - Information security

If CIRC is required under the contract to provide for a form of information security, such security must meet the specification agreed between the parties in writing. CIRC does not warrant that the information security will be effective under all circumstances. If the contract does not contain an explicitly specified security method, the security will satisfy a level that, in view of the state of the art, sensitivity of the information and the costs attached to effecting the security, is not unreasonable.

Article XXII - Electronic means of communication

In the event that communication between the Client and CIRC takes place with the aid of electronic means, such as e-mail and other forms of data traffic, then both parties will provide as much as possible for standard virus protection. Neither of the parties shall be liable to the other party for any damage and/or loss as a consequence of sending viruses and/or other irregularities in electronic communication and for messages received damaged or not received at all.

Article XXIII - Interim amendment of the General Terms and Conditions

1. CIRC may amend these General Terms and Conditions in the interim if this is necessary (i) under the applicable law, including, but not limited to, a legislative amendment; (ii) pursuant to a recommendation and/or court order under the applicable law; (iii) for development of the services; (iv) for technical reasons; (v) under operational requirements; or (vi) due to changes favouring the Client. CIRC will notify the Client of the intended amendment before it takes force, either via the user interface, or by way of an e-mail message, or in another reasonable way. It is the Client's responsibility to consult these General Terms and Conditions on a regular basis.
2. Amendments will enter into effect four weeks after they are announced or on a later date stated in the announcement, unless objection is lodged in writing to any amendments within four weeks of the date of the amendment.

B: Regarding repair, revision and performance of other work by CIRC

Article I - General

1. Besides Part A, Part B of these General Terms and Conditions is applicable to all offers, jobs and contracts relating to maintenance and service work, repairs, revisions or other services to be performed by CIRC with or without engaging subcontractors.
2. Where the stipulations of this Part B differ from the stipulations in Part A of these General Terms and Conditions, that which is stipulated in Part B will prevail.

Article II - Scope of the work

1. If the Client itself determines the scope of repair and revision, and/or determines itself which components must also be renewed, and CIRC is of the opinion that this does not sufficiently guarantee the results of the work to be performed, CIRC can still refuse the job without being obliged to pay any compensation.
2. Contract extras are considered to be everything performed by CIRC over and above the work explicitly set out in the written contract or, failing this, in the written order confirmation.

Article III - Conditions for making repairs

1. If the repair or revision is carried out in one of the workplaces of CIRC or the subcontractor engaged by CIRC, all transport costs will be payable by the Client and the goods to be repaired or revised will be at the Client's risk at all time.
2. If the repair or revision is carried out at the place where the object is located, the Client must:
 - ensure that work can be performed in a space that is adequately protected against influences of the weather, that is clean and where there is sufficient light etc. present. It must be possible to lock this space;
 - ensure that technicians/servicemen of CIRC or subcontractors and their employees can start the work immediately after their arrival and can perform it without interruption;
 - pay all costs that arise if the technicians or employees of CIRC or subcontractors and their employees cannot start the work immediately after they arrive, or are forced through no fault of their own to interrupt the work, or have to continue their work outside normal working hours;
 - provide all help that can reasonably be required;
 - make electrical energy, fuel, water, etc. available, as well as racks, lifting, hoisting and transport machines;
 - immediately on request, make employees available to CIRC free of charge;
 - bear all costs of work such as the disassembly of pipelines and exhaust pipelines, stairways, loading platforms, etc. needed to perform the work properly, as well as reassembly and affixing them after repair;
 - ensure that all necessary safety and precautionary measures are taken and enforced in accordance with the guidelines for SCC certified work, as well as that in the context of assembly or installation by its technicians, they comply with all government rules and regulations.
 - must insure itself to the satisfaction of CIRC - and allow this insurance to continue at least for the duration of the work to be performed -

against any form of damage and/or loss as a result of an accident or fire, caused during the preparation or performance of the work assigned to CIRC.

3. Costs incurred as a result of failure by the Client to meet the conditions referred to in this article, will be payable by the Client and it will also be liable for all losses that result from this.

Article IV - Warranty and liability

1. With due observance of the period referred to in paragraph 2, CIRC accepts responsibility for the occurrence of defects in the repaired or revised article or component only if:
 - the repair has been made with all work, renewals, modifications and supplies considered necessary for it in the opinion of CIRC;
 - CIRC has determined the manner of performing the work, who will direct it and the number of mechanics and auxiliary personnel;
 - the Client has refrained from any form of intervention in the nature and/or performance of the work.
2. CIRC gives a six-month warranty with due observance of the repair and revision work referred to in paragraph 1 of this article, which period will start after trial on its part immediately after the repair or revision, regardless of whether the repaired or revised article will then be put into operation. Defects that come to light after that period as a result of faulty affixing or insertion of components or materials, or workmanship of employees or subcontractors deployed by CIRC or on behalf of CIRC that proves to be inadequate - all this at its discretion - will be remedied under the same conditions as referred to in Art. X, paragraph 3 of Part A of these General Terms and Conditions, provided they are reported to CIRC in writing with 8 days of the first occurrence thereof.
3. Claims under the warranty will lapse if:
 - the repaired or revised article is used improperly;
 - directions for use and/or instructions or directions provided by CIRC have not been followed;
 - repair of the defects was carried out by third parties.
4. The warranty period as set in paragraph 2 will not be extended after the defects have been remedied.
5. No warranty will be given on components delivered by CIRC but not assembled by CIRC in case of assembly that proves to be incorrect.
6. The liability of CIRC shall be limited to compliance with the warranty obligations referred to in this article. Barring intentional acts or omissions and gross negligence on the part of CIRC and except for what is stipulated paragraph 2, any liability of CIRC is excluded.
7. The Client must indemnify or compensate CIRC with respect to all claims of third parties for compensation of damage and or loss for which the liability of CIRC BV is excluded in these terms and conditions.