

GENERAL CONDITIONS COGAS ZUID B.V.

In addition to the provisions in the attached AVAG terms and conditions the following provisions apply to this offer.

Unless otherwise expressly stated, our quotation **excludes:**

- Required safety equipment according to OHS/SSC (ARBO/VCA) guidelines;
- Insulation activities;
- Electrical activities;
- Call or signaling device for an alarm;
- Rental of ramps or ground plates, rolling scaffolds, platforms, etc.;
- Structural requirements;
- VISA and environmental inspections;
- Pick-up and removal of environmentally harmful substances and materials;
- Create or install roof gutters.

PROVISION OF WATER/POWER FOR CONSTRUCTION

The client shall be required to see to sufficient construction water and electrical power to carry out the work.

EXCAVATING ACTIVITIES

Excavation and earthworks are not included. If dewatering is required for carrying out excavation for pipes, etc., the associated costs are borne by the client.

ARBO/VCA

Our activities are conducted in accordance with ARBO/VCA guidelines. To safeguard the safety of our employees, it may be necessary to conduct certain work with (rented) equipment (platform/rolling scaffolding/telescopic lift/forklift/security, etc.). The rental of this equipment will be passed on to the client based on actual costs. Upon request, Contractor shall submit the invoice from the rental company.

EATING AND TOILET FACILITIES

During the duration of the work, the client is expected to ensure acceptable eating and toilet facilities. If this is not possible, contractor will take care of this. The rental costs of said facilities will be passed on to the client. Upon request, Contractor shall submit the invoice from the rental company.

WATER TREATMENT

For the purpose of filling the system, the client must ensure the availability of appropriate water that has no adverse effects and which causes no damage to the pipes and other system components. Any costs incurred for the treatment of the water supply shall be borne by the client.

ENERGY USE

Contractor accepts no liability under any circumstances for damages suffered by the client as a result of higher energy use nor for any potential costs charged to the client arising from this nor for taxes and/or fines brought by the government and/or the energy suppliers involved, even if it were established that the higher energy use was a direct or indirect consequence of the execution of the work.

WORK BY THIRD PARTIES

If the client also engages third parties in addition to contractor for the provision of the same or related installation or maintenance activities to heating, electrical, air conditioning or plumbing systems, then contractor accepts no liability for damages incurred directly or indirectly as a result of the execution of these activities by third parties.

GUARANTEE

The guarantee given on our installation is described in Article 13 of the AVAG terms and conditions. In addition to the provisions mentioned in the AVAG terms and conditions, the guarantee also implies that parts which become defective within one year will be replaced or repaired by us at no charge. This applies only to new materials listed in the material specification. For used materials, a guarantee period of 3 months applies.

We cannot accept any liability, direct or indirect, for damage to crops resulting from the influence of temperature and/or the degree of humidity.

During the first year after commissioning, we will provide free service in the sense that malfunctions will be rectified by us at no charge and that monitoring visits will not be charged.

CONFIDENTIAL INFORMATION AND PERSONAL DATA

1. Parties are obliged to observe the confidentiality of all confidential information they receive about the company from the other party. This also applies to engaged third parties.
2. Information is considered to be confidential if indicated as such by one of the parties.
3. As the controller, Cogas Zuid BV is responsible in the sense of the General Data Protection Regulation (hereafter: GDPR) for the protection of personal data whose use by Cogas Zuid BV is necessary for the correct performance of the agreement.
4. When Cogas Zuid BV processes personal data of the customer, this is done with the utmost fairness and due care and in accordance with the GDPR.
5. Cogas Zuid BV uses the personal data only to the extent necessary to serve the customer. The personal data will not be stored longer than is legally permitted or necessary for the performance of the agreement.
6. Cogas Zuid BV takes technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art and the nature of the processing.