

SPECIAL CONDITIONS RELATING TO THE AB WARRANTY PLAN OF DRÄGER NEDERLAND B.V.

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I Definitions

- AB Warranty Plan: the agreement with regard to certain Equipment, including but not limited to equipment with full face masks with exchange pool, equipment without full face masks with exchange pool and equipment with full face masks without exchange pool, respiratory protection devices, filling equipment and detection equipment and gas detection equipment (this equipment will hereinafter to be referred to as the "Equipment"), on the basis of which a package of additional services is supplied to the Customer by way of completion of the Equipment for a period of a minimum of 4 years and a fixed price;
- Special Warranty Plan Conditions: these special conditions with regard to the AB Warranty Plan.

II Applicability

1. The Special Warranty Plan Conditions are applicable to an AB Warranty Plan. The General Terms and Conditions of Delivery and Payment of Dräger Nederland B.V. (hereafter referred to as the "**Conditions**") are applicable to these Special Warranty Plan Conditions, unless expressly deviated from below. In case of conflict between the aforementioned documents, the provisions of the AB Warranty Plan shall prevail over the Special Warranty Plan Conditions, which in turn take precedence over the Conditions.
2. The definitions employed in these Special Warranty Plan Conditions have the same meanings given to them in the Conditions.

III Hire Purchase

1. The Equipment is supplied by way of hire purchase. The provisions with regard to the sale of goods on hire purchase terms as set out in Article 1576 to 1576x of book 7A of the Dutch Civil Code apply, unless expressly deviated from below.
2. Ownership of the Equipment is transferred from Dräger to the Customer under the suspensive condition of full payment of the purchase price as agreed in the AB Warranty Plan. The transfer of property upon payment of the full purchase price takes place in the state in which the Equipment finds itself at that moment.
3. Dräger will provide the Customer with the power over the Equipment at the time of delivery as determined by the Conditions.

IV Obligations of Dräger

1. Without charging an additional fee, Dräger will supply the Customer with the following services in respect of the Equipment:
 - a. the Maintenance (both regular preventive and corrective);
 - b. If the AB Warranty Plan concerns Equipment with an exchange pool, Dräger will, in principle, maintain an exchange pool of Equipment that is (at least) functionally equivalent – but not necessarily identical – to the Equipment. Replacement of Equipment with equipment from the exchange pool shall take place in accordance with Section 3 of this Article.
 - c. additional services in accordance with the rates and conditions specified in the AB Warranty Plan.
2. Interim repair or replacement of the Equipment, or part thereof, is determined by Dräger if the Customer notifies Dräger of the fact that the Equipment, or a part thereof, has been placed out of use due to malfunction. Repair or replacement will take place on workdays (Monday to Friday excluding public holidays) normally within 24 hours and where possible will be performed on-site at the Customer.
3. If Dräger sends a replacement part of the Equipment to the Customer, the Customer returns the replacement part of the Equipment immediately and within 48 hours to Dräger. The replacement part will be exchanged again at the choice of Dräger, after the replaced part of the Equipment has been repaired. If and after Dräger has sent the repaired replaced part of the Equipment to the Customer, the Customer will return the replaced part of the Equipment immediately and within 48 hours to Dräger.
4. If the Customer wishes to have the Equipment extended, in consultation and taking into account the availability of parts of the Equipment, these may be:
 - a. purchased by the Customer under a separate agreement; or
 - b. placed under the provisions of the AB Warranty Plan.
5. Separate items that are purchased under Section 4 of this Article or replacement parts of Equipment shall be construed as a part of the Equipment and therefore remain the property of Dräger until the time of payment of the full purchase price.
6. If full face masks are part of the hire purchase then the preceding paragraphs of this Article shall not apply. In accordance with the provisions of the AB Warranty Plan, Dräger will supply new full face masks without charge and within a reasonable time frame. The replacement full face masks will be collected by Dräger free of charge.
7. The Customer may not use the services as described in this Article IV, if the Customer does not satisfy its obligations under these Special Warranty Plan Conditions.

V Intellectual or Industrial Property Rights

1. Dräger has the right to where necessary implement changes with respect to the specification, design or software of the Equipment because of advancing technology, insights, guidelines or standards.
2. Any intellectual property rights embodied in these changes belong to Dräger.

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VI. Exclusions

1. The Customer may only make use of the Maintenance as specified in Article IV, Section 1 of these Special Warranty Plan Conditions, against payment of an additional fee as per the rates of Dräger as included in the AB Warranty Plan in the event of a defect in or malfunction of the Equipment, which in Dräger's view was caused by:
 - a. failure to follow the instructions for use of Dräger, including instructions for carrying out checks on the use, cleaning and drying of the Equipment after use.
 - b. Other use of the Equipment than in accordance with sound engineering practice (including but not limited to good fire fighting skills).
 - c. Exposure to flame (flame contact) and violence (e.g., in the event of collapse).
 - d. Wear – other than as a result of good fire fighting use according to instructions for use – or damage as a result of abuse, vandalism or theft, and/or any attempts thereto.
 - e. Transportation or relocation of the Equipment in a careless manner.
 - f. Any change, modification or repair of the Equipment performed without the permission of the Customer.
 - g. Any other cause (other than in accordance with sound engineering practice (including but not limited to good fire fighting skills)) that is not due to negligence or errors of Dräger.
2. If research is needed to determine the cause of a defect or malfunction, and the defect or malfunction is shown to be the fault of circumstances as specified under Section 1 of this Article, the costs of this research are borne by the Customer.

VII Obligations of the Customer

1. The Customer is not permitted to transfer ownership of the Equipment to third parties, or to pledge, or lease it, or otherwise encumber it with any rights or obligations.
2. The Customer shall not make the Equipment available to third parties without the written permission of Dräger.
3. In emergency situations the Customer may temporarily lend the Equipment to other organisations, without transferring ownership or establishing other rights over the Equipment. Acts or omissions of the relevant organisation are allocated to the Customer.
4. The Customer undertakes to:
 - a. Completely disinfect Equipment which in its use has been contaminated with hazardous substances before offering it to employees of Dräger or its representatives for repair or maintenance.
 - b. Not use Equipment for a purpose other than for which the Equipment is intended.
 - c. Make no modifications to the Equipment, or have any maintenance or repairs performed by third parties without the express permission of Dräger.
5. The Customer warrants that employees of Dräger or its representatives have full and free access to the Equipment and to the data related to the use of the Equipment.

VIII Payments

Notwithstanding Part A, Article VII (Payments) invoicing will occur after delivery of the Equipment to the Customer in accordance with the provisions of Article III of these Special Warranty Plan Conditions. Dräger undertakes to invoice any agreed payment term before the expiration of that term separately.

IX. Breach of Contract

1. If the Buyer fails to comply with his payment obligation, Dräger, after serving prior notice to the Buyer, has the right to:
 - a. immediately terminate the AB Warranty Plan and/or further deliveries relating to the Service or suspend any other agreement with the Buyer;
 - b. subject to the provisions of Article 1576u of Book 7A of the Dutch Civil Code, call in the delivered Equipment immediately;
 - b. subject to the provisions of Article 1576t of Book 7A of the Dutch Civil Code, call in the remaining maturities immediately, and
 - d. charge the Buyer the statutory interest on the unpaid amounts, until full payment has been made.

X Liability

In respect of liability of Dräger arising from, or in the context of, the AB Warranty Plan, the provisions contained in the Conditions apply mutatis mutandis.

XI Communications

Both parties shall designate 1 authorised contact person within their organisation as well as 1 alternate contact person to perform the necessary reciprocal written communication.

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