

GENAP TENSION COVER MANUAL



1 Foreword

Dear customer ,

We are very delighted to send you this manual which will give you information about the:

Genap Tension Cover

We recommend that you read the manual carefully before making the initial construction arrangements.

It will help spare you from unexpected surprises and answer any questions you might have.

A large number of the rules and requirements mentioned in this document are a summary of the requirements from the the following document:

- "National Assessment Guideline for the KOMO Process Certificate for Slurry Lagoon Covers of Slurry, BRL-2342, a publication of KIWA NV"

Genap b.v.

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2 Preparations for Installing the Genap Tension Cover

2.1 Preparation

During construction:

- Maintain a strip of land of at least 4m around the silo for easy access.
- Keep the construction site accessible for lorry, crane and aerial platforms.
- Costs of relocating peripherals is passed on.
- During installation, the silo must be completely empty and swept clean for technical OSH reasons. If this is not possible, please discuss this matter with our representative in advance.

2.2 Reporting

Local notification and application for a valid building permit, if necessary, should be done by the customer prior to assembly.

2.3 Weather Conditions

Weather conditions can affect materials and cover installation. The cover may only be installed at 5°C outside temperature or higher and at 5°C film liner temperature or higher. Moreover, the wind force must be 4 Bft. or lower (depending on the location and diameter of the cover), which will be left to the discretion of the foreman/fitter on site.

If, during storage, the film liner temperature drops below 5°C, it would be best to leave the film behind untouched. If the film liner temperature rises back up (above 5°C), processing of the liner can begin.

The film liner can be welded. It may and must only be welded if its temperature is higher than 5°C and lower than 35°C.

The film liner used is a reinforced PVC film 900 gr/m² or 1150 gr/m² with KIWA certificate.

2.4 Requirements for Silo Floor and Walls

The floor near the middle column must have sufficient strength.

The walls must be horizontally reinforced or simply reinforced to withstand the loads acting on them.

The walls must be vertically reinforced or simply reinforced to withstand vertical forces.

Vegetation, such as branches, around the structure must not be allowed to cause damage to the film liner.

There must be adequate ventilation on the cover as described in the BRM.

2.5 Safety Devices

A warning containing the following text must be placed next to the manholes:

- **DANGEROUS GAS**
- Intoxicating (do not inhale);
- Respiratory protection required;
- Explosion hazard (no smoking, no open fire);
- Do not enter the liner.

Do not secure a climbing device to the outside of the manhole.

3 Use and Maintenance Instructions for the Genap Tension Cover

3.1 General

The use and maintenance instructions apply to the Genap tension cover manufactured by Genap b.v., consisting of a film cover with tensioning straps welded underneath it to a hardwood or stainless steel middle column. This film cover is tension from the sides of the silo to the wall using stainless steel tensioners.

3.2 Use

When in use, the standard manholes must always be closed.

They may only be opened for inspection; always keep your head away from the opening to avoid inhaling dangerous gases!

Never secure a climbing device to the outside of the silo.

3.3 Maintenance and Safety

3.3.1 Carry out a thorough inspection of the Genap Tension Cover on a weekly basis.

3.3.2 When carrying out the visual inspection, ensure that:

- The film is pulled tightly onto the silo;
- The manholes are properly closed;
- The tensioners are sufficiently tension;
- In the event of snow, check that: there is no snow accumulation on the edges of the silo (local subsidence);
- There are no water pockets along the edges of the silo.

3.3.3 Overhanging branches which might cause damage to the Genap Tension Cover are removed.

3.3.4 Genap b.v. or the reseller must be immediately informed if defects are observed. See also the warranty terms.

3.4 Inspection of the Genap Tension Cover

Genap tension covers must be inspected by a certified professional/company before the expiration of the reference period. Contact Genap b.v. for such inspection. The reference period for the Genap Tension Cover is 10 years.

4 Genap b.v. Sales Procedure

The relevant sales process takes place in accordance with the ISO 9001 Quality Manual of Genap b.v. The agreements regarding the orders are laid down in a traceable manner.

5 Genap Tension Cover Warranty Certificate

CERTIFICATION

1. The supplier certifies that the construction materials and/or installed structures it has supplied comply with the requirements of the National Assessment Guideline for the KOMO Process Certificate for Slurry Lagoon Covers, BRL-2342, i.e. the guidelines that are in force and applicable as at the time of entering into the agreement;

WARRANTY

Discharge and Scope of the Warranty

2. The supplier provides the following warranty:
If, during the warranty term, the stability & user goal of the cover is insufficient due to the poor quality of the construction materials it has supplied, as described in the National Assessment Guideline for the KOMO Process Certificate for Slurry Lagoon Covers, BRL-2342, i.e. the guidelines that are in force and applicable as at the time of entering into the agreement, the supplier will promptly repair the materials at the request of the client and at its own expense, with due observance of the contributions determined below;

Duration of the Warranty Period

3. This warranty will enter into force upon completion/delivery of the work and will stay in force for a period of 10 years. In the event of installation by dealers, it will enter into force upon delivery of the materials.

Write-Off and Own Contribution

4. The materials or structures supplied are deemed to have been written off in tabular form during the warranty period. When the warranty is invoked, the client agrees to contribute up to 10% of the repair or redelivery costs - which will be determined by mutual agreement - for concrete, steel, wood, mortared and film liner structures for each full year that has passed following the entry into force of this warranty.
For example, when the warranty is invoked, the client will be required to contribute 50% of the total repair costs after 5 years. However, the costs of repair or redelivery of materials by the supplier will never exceed the invoice value of the delivered construction materials.

Delivery by Supplier

5. This warranty applies exclusively to the systems or structural parts, such as sealing structures, supplied by the supplier.

Accessibility

6. In the event that the system needs to be repaired, the client will ensure that the system is empty, clean, and easily accessible for the supplier's staff and equipment and that any parts not supplied by the supplier are disassembled or removed at its own expense if such is necessary in the opinion of the supplier.

Consent for Alterations

7. The client shall not be entitled to apply alterations to delivered slurry lagoons or structural parts without the written consent of the supplier. The supplier may only withhold such consent for architectural reasons.

Notification of Defects

8. The client shall be required to notify the supplier in writing of any defects in the work as soon as possible and in any event within 2 weeks of observing such defects. The complaint handling process takes place as described in the ISO 9001 Quality Manual of Genap b.v.

Inspection by the Client

9. The client agrees to regularly and thoroughly inspect the system for defects.

Maintenance

10. The client shall be required to regularly maintain the relevant components in accordance with the maintenance instructions provided by the supplier.

Exclusion

11. The following are not covered by the warranty:
 - a. defects resulting from: normal wear and tear, failure to perform maintenance, improper maintenance and improper use or damage resulting from mechanical breakdown or failure;
 - b. defects resulting from: storms, abnormally high water levels, flooding, snow(drift), fire, burglary, destruction, rodent damage, soil gases, etc.;
 - c. supplied peripherals and accessories, including mixers, valves, piping, fencing, etc.

Void

12. The warranty will be rendered void if:
 - a. repair or other work is performed on the object of the warranty by third parties other than the supplier, unless Genap b.v. has consented to such repair or work in writing;
 - b. payment of the amount due by the client in respect of the construction is not made within 30 days of receipt of the last invoice;
 - c. defects are not notified in writing to the supplier within 2 weeks of observing such defects;
 - d. The system is used for a purpose other than the intended purpose, or the client has modified the capacity of the system, for example by changing the normal characteristics of the slurry environment by adding preparations.

OTHER PROVISIONS

Exclusion of Other Liability

Other than the repair or redelivery obligations set out in this warranty, the supplier shall not be liable for any other damage or loss of any kind, including consequential damage or loss.

This warranty certificate falls under the General Terms and Conditions of Delivery of Genap b.v. and will become effective when the customer signs the acceptance agreement upon completion.

6 General Terms and Conditions of the Private Limited Company, Genap B.V.

General Terms and Conditions of Genap BV, with registered office and principal place of business in 's Heerenberg, filed under Commercial Register no. 09028839 at the Arnhem Chamber of Commerce and Industry.

General Provisions (Articles 1 to 5 inclusive)

Article 1: General

1.1 These General Terms and Conditions shall apply to all offers, order confirmations and agreements concluded by Genap for contracting of work, purchase and delivery, as well as consultancy, to the extent not agreed otherwise expressly and in writing.

1.2 Stipulations varying from these terms and conditions shall only be valid if confirmed in writing by Genap.

Article 2: Proposal

2.1 A proposal by Genap shall be without obligation, unless a period for acceptance is included in the proposal. An offer shall be valid for 30 days after it is made known to the other party in writing. After the expiry of this period, Genap shall no longer be bound to fulfil its offer.

2.2 The proposal or order confirmation shall be deemed to correctly and completely represent the extent of the agreement.

2.3 Genap shall be entitled to deliver other building material, varying from the building material prescribed by the other party, provided it is of a similar quality, having regard to the functionality of the property to be completed. Genap shall further vouch for the equivalence thereof towards the other party.

2.4 The offers and estimates stated in the proposal and order confirmation shall be made on the basis of the prevailing prices and specifications at that time. Genap shall not be obliged to perform the agreement at a price stated in the offer or order confirmation, if this price is based on an obvious printing or clerical error, a measurement error relating to the quantity of square metres of foil to be processed or a clear calculation error.

2.5 Drawings, technical descriptions, designs and calculations produced or commissioned by Genap shall remain its property, regardless of whether the costs thereof have been charged. The copyright of the aforementioned documents shall vest in Genap at all times. The aforementioned documents may not be made available to third parties, disclosed for the purpose of obtaining a comparable offer, or used for the purpose of obtaining an advantage for oneself or third parties. The aforementioned documents may likewise not be copied or otherwise reproduced without Genap's written consent.

2.6 If no order is placed, the documents referred to under 2.5 must be returned postage paid to Genap, within 14 days of a request from Genap for that purpose.

2.7 If the offer is not accepted, Genap shall be entitled to charge the costs involved in producing the proposal to the party that requested it, provided Genap stipulated this as a condition for the submission of the proposal.

2.8 The other party shall be liable for the consequences of compliance with statutory rules or government provisions that come into effect after the date of the proposal, unless it must reasonably be accepted that Genap could have already anticipated those consequences on the date of the proposal.

Article 3: Agreements

3.1 Agreements (including telephonic orders, amendments and supplements) shall only come into effect if Genap confirms these in writing to the other party and the other party does not object to the content thereof in writing within three working days by means of a registered letter to be returned with signature.

3.2

Every agreement is concluded by Genap under the suspensive condition that the creditworthiness of the other party has been adequately proved. During the performance of the agreement, Genap shall be entitled to request security regarding the other party's creditworthiness, at the other party's expense.

Article 4: Price Alterations

4.1 If salary expenses and/or the cost of fuel and building materials increase after the parties enter into the agreement, adjustments shall take place according to Article 01.04 of the Standard RAW₁ Specifications of 2005 or its administrative successor.

4.2 If a scheduling overrun - which is of such a nature that Genap was not required to take it into account in the determination of its price - takes place on account of unforeseen circumstances that cannot be attributed to Genap, and the cost of the work significantly increases as a result, Genap shall inform the Client hereof in writing as quickly as possible. In that case, Genap shall be entitled to pass on the increased charges to the Client, if the price of its work increases by more than 5%, excluding VAT.

Article 5: Force Majeure

5.1 If it proves difficult or impossible on account of force majeure for Genap to perform the agreement after it is concluded, it shall be entitled - to the extent that performance is still required under the agreement - to either terminate the agreement at its discretion, or to suspend the performance thereof in consultation with the Client. In these cases, Genap must inform the Client as quickly as possible in writing, having regard to the circumstances of the case, and shall not be obliged to pay compensation.

5.2 Force majeure includes every situation in which Genap cannot fulfil the agreement, or a part thereof, as the result of circumstances that are beyond its control and which likewise cannot be attributed to Genap under the law or according to currently prevailing opinions.

5.3 At least the following shall be considered as force majeure for Genap: war, threat of war, martial law, mobilisation, flooding, fire, explosives, sit-ins, strikes, non-delivery or late deliveries by suppliers/product transport problems - whether or not these suppliers or products are prescribed by the Client - new laws, rules or decrees by the government that completely or partially hinder the performance of the work.

Specific Terms and Conditions for Contracting of Work (Articles 6 to 19 inclusive)

Article 6

6.1 In addition to Articles 1 to 5 inclusive, Articles 7 to 19 inclusive shall apply to all agreements for contracting of work concluded between Genap as the Contractor and other party, to be referred to hereinafter as the "Client".

Article 7: Client's Obligations

7.1 The Client shall ensure that Genap has the following in due time:

- a) the approvals (such as permits/licences, etc) required for the organisation of the work, in consultation with Genap if necessary;
- b) adequate facilities for delivering, storing and/or removing building materials and equipment;
- c) connections for electrical machines, lighting and water.

7.2 The Client shall be liable for the costs of the required electricity, sanitary facilities and water.

7.3 The Client must ensure that work and/or deliveries to be performed by other parties, which do not form part of Genap's work, are performed in such a way and in such due time that Genap's work is not delayed as a result. The Client must ensure that work and/or deliveries to be performed by other parties, which do not form part of Genap's work, are performed in such a way and in such due time that Genap's work is not delayed as a result.

7.4 The Client must take out insurance that lists Genap as a co-insured, all to the extent that such is necessary and usual according to the nature and

scope of the work. The Client shall furnish Genap on demand with the terms and conditions of the insurance, as well as written proof of the existence and content thereof. Genap shall also be entitled to have access to premium payment records to determine whether the Client will keep the insurance in force.

Article 8: Client's Liability

8.1

The Client shall bear responsibility for the constructions it prescribes or which are prescribed on its behalf, the choice of foil thickness and strength, the presented calculations, the provided soil parameters and working methods, including the influence of the soil composition thereon, as well as for orders and instructions that it gives or which are given on its behalf.

8.2

The Client must take out insurance that also covers the equipment and material Genap delivers to the construction site against loss, damage caused by third parties and theft. The Client shall bear responsibility for the proper and safe enclosure of the construction site.

8.3

If the building materials or tools that the Client makes available or prescribes prove to be defective, the Client shall be liable for the resultant damage.

8.4 The Client shall be liable for damage to the work resulting from activities or deliveries that it carries out or which are carried out by third parties under its instructions.

8.5

If it turns out after the conclusion of the agreement that the construction site is polluted, or that the building materials from the work are contaminated, the Client shall be liable for the resultant consequences thereof for the performance of the work.

8.6

If necessary due to the nature of the work, the Client shall hold a construction meeting with Genap and the duct managers prior to the commencement of the work, so as to inform Genap about the exact location of the underground cables and ducts located in or close to the work and work site and to determine what must happen in that regard. Where relevant, the Client shall be liable at all times to report the relevant work to the Cable and Duct Information Centre (KLIC) in the region of the location of the work.

Article 9: Genap's Obligations

9.1

Genap possesses a KIWA KOMO processing certificate for the processing of synthetic foil and undertakes to perform its work properly, thoroughly and in accordance with the provisions of the agreement. The standard of the work to be performed by Genap shall be in accordance with the issued KIWA KOMO processing certificate

9.2

Genap must perform the work in such a way that injury or damage to people, property or the environment is limited as far as possible. Also Genap is obliged to follow the orders and instructions given by or on behalf of the Client, it may decide at its own discretion how to perform the work.

9.3

The work and the performance thereof shall be Genap's responsibility as from the time of commencement up to and including the day on which the work is regarded as complete in accordance with Article 16.

9.4

If and to the extent any dispute arises between the parties as to what must be regarded as proper and thorough professional work, the parties shall seek answers as far as possible in the prevailing practices in the foil industry and the terms and definitions of the documents referred to in Article 9.1 shall be used as far as possible as a point of reference.

Article 10: Genap's Liability

10.1

Notwithstanding the liability of parties under the agreement or by law, Genap shall be liable for damage to its work, unless this damage is the result of exceptional circumstances for which Genap did not have to take appropriate measures in relation to the nature of the work and with regard to which it would be unreasonable for Genap to be held liable.

10.2

Genap's liability for defects occurring in the work shall be limited to the costs of repairing the defective part thereof, subject to a maximum of 10% of the contract price, excluding VAT.

10.3

Genap shall be liable for damage to other works and properties of the Client to the extent this is caused and attributable to the negligence, carelessness or incorrect actions of Genap, its personnel, subcontractors or suppliers.

The aforementioned liability is likewise limited to that stated in the previous sub-article of this article.

10.4

in all cases, liability for consequential damage, trading losses and other indirect damage by Genap is excluded and shall not be accepted.

Article 11: Term of Execution

11.1

Unless otherwise agreed in writing, the term for the execution of the work shall not be regarded as a strict deadline for Genap. Although Genap shall employ its utmost efforts to complete the work within the period required by the Client, the nature of Genap's work is such that it is dependent on weather conditions.

11.2

Genap shall be entitled in all cases to extend the period in which the work will be delivered if it cannot be demanded of Genap to deliver the work within the agreed period on account of force majeure, circumstances that arise for which the Client is liable or amendments to the agreement or terms of execution. This shall also apply in the event that the documents, information, calculations, permits, etc that are necessary for the performance of the work are not available on time

Article 12: Information

12.1

Genap shall be kept fully informed by the Client both prior to the conclusion of the agreement and during the performance of the work with regard to all matters that may be of importance for the portion of the work in which Genap is involved.

12.2

The Client shall invite Genap in writing to attend all construction and other meetings at which the portion of the work to be performed by Genap will be discussed. The Client warrants that Genap shall be kept informed in writing regarding the construction reports, weekly reports and all documents that are important for Genap to be able to perform its work properly, as produced by the Client/construction management.

12.3

Genap shall keep daily/weekly records of the work that it performs, which shall include the progress and condition of the work, the number of days that could not be worked, the delivery, removal and approval of building materials, the delivery and removal of equipment and tools, alterations to the specifications, processed quantities, orders and instructions from the Client, as well as any verbal agreements made at the construction site. Genap's construction records with regard to the number of hours worked and the quantity of processed materials shall be binding, subject to contrary evidence to be provided by the Client.

Article 13: Contract Price

13.1

Unless otherwise stipulated, the price quoted in the proposal or order confirmation is a fixed contract price, excluding VAT.

13.2

The amount that accrues to Genap under the agreement is the balance, made up by the contract price increased or reduced by that which is otherwise due to or by it with regard to the agreement.

13.3

The payment of invoices must be made to Genap into one of its designated bank and/or giro accounts, without discount or set-off, within 30 days of the invoice date, unless agreed otherwise in writing.

13.4

If the Client fails to comply or does not comply in time with this payment obligation, it shall be in default by operation of law, without the need for any form of notice of default for this purpose. The Client shall then be indebted towards Genap for statutory commercial interest, plus 3% of the invoice amount, or the part thereof that is outstanding at the time, calculated for each day that the Client remains in breach.

13.5

As a financial incentive to ensure the Client complies punctually and strictly with its payment obligations, the Client shall be liable to pay an immediately due and payable penalty, which is not open to reduction, of 10% of the outstanding capital amount, including VAT, and subject to a minimum of €350 (three hundred and fifty euros) if it fails to pay or does not pay the due amount on time.

13.6

If the Client does not pay on time, Genap shall be entitled to either suspend the performance of the work until the Client has paid the outstanding amount or to terminate the work in its finished state. The provisions of Article 15 shall apply *mutatis mutandis* to the suspension and termination of the work in its unfinished state. Genap shall be entitled at all times to exercise a right of retention over the foil construction that it has already installed.

Article 14: Alterations to Specifications

14.1

Alterations to specifications include alterations to the specifications, the work, or the terms of execution of the work.

14.2

Amendments to the agreement or the terms of execution of the work shall be agreed upon in writing. The absence of a written order shall not affect Genap's claims for the settlement of additional work. In the absence of a written order, Genap's records relating to the additional work performed shall be binding, subject to contrary evidence to be provided by the Client.

14.3

Alterations to specifications shall be settled at the amounts or prices that are agreed upon as quickly as possible between the Client and Genap for the performance of the alterations.

14.4

Genap shall accept orders to alter specifications, even if the extent of the work is increased or decreased as a result, subject thereto that the total additional payments and deductions do not each amount to more than 15% of the contract price or that the balance of the additional payments and deductions do not amount to more than 10% of the contract price.

Article 15: Suspension, Termination of the Work in an Unfinished State and Cancellation

15.1

The Client shall be authorised to completely or partially suspend the performance of the work. Measures that Genap must take as a result of the suspension shall be settled as additional work. Genap must be compensated for damage that it suffers as a result of a suspension, or a delay as referred to in Article 11(2) of these terms and conditions, irrespective of the cause thereof.

This damage includes, but is not limited to costs due to business interruptions, non-productivity, continuous construction site costs, including equipment hire, the deployment of subcontractors, etc.

15.2

The Client shall be entitled to cancel the agreement, in whole or in part, at all times. In that case, Genap shall be entitled to the contract price, plus the costs that it had to incur as a result of the non-completion, minus the costs it saved on account of the cancellation, plus 10% of the difference between the resultant amount and the contract price. Genap shall send the Client a specified final statement of that which the Client owes on account of the cancellation.

15.3

Genap shall be entitled without recourse to the courts to terminate the agreement with immediate effect and/or to enforce all its claims against the Client in the event of bankruptcy, a moratorium on the payment of the Client's debts or if the Client does not furnish Genap with adequate security for the performance of its obligations upon demand. In such a case, a final settlement shall take place in accordance with the provisions of sub-article 2 of this article.

15.4

Genap shall not be liable for any damage to the work that arises during the suspension.

15.5

If the suspension lasts longer than 14 days, Genap may furthermore claim payment of a pro-rata amount for the portion of the work that it has completed. In this regard, building materials that Genap has already paid for and delivered to the work, but which have not yet been processed, shall be taken into account.

15.6

If the suspension of the work lasts for longer than one month, Genap shall be entitled to terminate the work in an unfinished state. In that case, settlement must take place in accordance with the provisions of sub-article 2.

15.7

If the performance of the work becomes impossible because the item on which or to which the work must be performed is destroyed or lost, for reasons that cannot be attributed to Genap, or if the order to Genap is cancelled, Genap shall be entitled to an amount calculated in accordance with sub-article 2 of this article.

Article 16: Delivery

16.1

In all cases, Genap shall be deemed to have delivered its work where the Client actually puts it to use. This also includes the situation where the Client has further earthmoving activities and other work performed, such as but not limited to ballasts.

16.2

The legal consequence of delivery is that risk passes to the Client at that moment.

Article 17: Revision Documents

17.1

On the Client's demand, Genap shall provide it after the date of delivery with the revision documents, including drawings on which the numbered foil strips, the date on which the strips were welded to each other, the position in which they were laid and the charge number of the supplier are recorded, among other things. The Client undertakes in the event of future work to provide the relevant revision details for the work in question to third parties that must carry out earthmoving activities at the site of the foil construction so that mechanical damage to the foil constructions installed by Genap is avoided at all times. Where appropriate, the Client may merely prove the handover of the revision documents by means of a card that the recipient has signed, dated and returned by post.

Article 18: Liability after Delivery

18.1

Subject to the provisions of Article 19 relating to the guarantee, Genap shall not be liable any further after the date of delivery of the work for shortcomings therein, unless the work or any part thereof contains a defect that can be attributed to Genap, its suppliers, subcontractors or personnel, which the Client could not reasonably have recognised earlier and of which it notified Genap within a reasonable period after the discovery thereof.

18.2

Every claim due to a defect in the delivered work shall not be admissible if it is instituted later than two years after the Client objected thereto.

18.3

A claim by reason of a defect as referred to in sub-article 1 shall not be admissible in any case if it is instituted after five years have elapsed since the date of delivery.

Article 19: Guarantee

19.1

If and to the extent Genap's supplier has given a guarantee on the material and the welding seam made by Genap on the foil that it delivers, the content of this guarantee shall continue to be effective for the Client in all respects through Genap. The content of this guarantee shall be determined on the basis of the guarantee certificate provided by the supplier to Genap, which Genap shall make available to the Client after delivery.

19.2

The period of the guarantee relating to the impermeability of the welding done by Genap in its work shall be stated in the table of the guarantee certificate. The guarantee shall take effect from the moment that the work is regarded as delivered in accordance with Article 16.

19.3

Genap shall inspect every test weld under certified conditions in its laboratory and the result of the test shall be recorded in accordance with the document referred to in Article 9 (1). In view of the objectivity of the inspection of the test weld, the result thereof shall be binding on the parties, subject to contrary evidence to be provided by the Client.

Special Terms and Conditions of Purchase (Article 20 to 24 inclusive)

Article 20

In addition to Articles 1 to 5 inclusive, Articles 21 to 24 inclusive shall apply to all agreements for purchase and delivery concluded between Genap as the Seller and its other party, to be referred to hereinafter as the "Purchaser".

Article 21: Delivery and Risk

21.1

If carriage paid delivery has been agreed, the purchased goods shall travel at Genap's risk and expense.

21.2

In all other cases, the goods shall travel at the Purchaser's expense and risk.

21.3

The choice of the means of transport shall rest with Genap.

21.4

Genap shall not be liable if damage and/or defects detected upon the arrival of the goods, when transport is at Genap's risk, is not noted immediately on the accompanying waybill, delivery note or similar document that is to be sent back.

21.5

The goods shall be deemed to have been delivered by Genap and accepted by the Purchaser:

- a) in the case of delivery ex warehouse, as soon as the goods are loaded in or on the means of transport;
- b) In the case of carriage paid delivery, as soon as the goods are transported to site and offloaded.

21.6

In the case of carriage paid delivery, Genap does not have to transport the goods further than to where the vehicle can access a construction site that has been made properly passable and safe. Delivery shall then take place before offloading.

Article 22: Complaints

22.1

The waybill, delivery note or similar document provided upon delivery shall be deemed to record the quantity and correct type of the delivered product. Complaints relating to patent defects, or defects that can be easily determined or verified, must be stated in writing on the consignment documentation immediately upon receipt, failing which the right to complain shall lapse.

22.2

The Purchaser shall be obliged to inspect the building material delivered to it by Genap by means of *inter alia* verifying the technical specifications, as well as that the delivered order corresponds with what it ordered, before the building material can be used.

22.3

If and to the extent that Purchaser has used and completely or partially processed the building materials in the work, the delivered items shall be regarded as approved, subject to contrary evidence to be provided by the Purchaser.

22.4

Complaints relating to latent defects in the delivered items must, in view of the nature and the purpose for which they are processed, be reported in writing to Genap immediately upon the discovery thereof, at least no later than two working days afterwards, so that Genap is afforded the opportunity to have further inspections carried out.

22.5

If a complaint is well-founded, Genap shall at its discretion proceed to deliver replacement products free of charge or to pay compensation with due observance of the provisions of Article 23.

22.6

The right to the delivery of replacement items/compensation shall lapse if the Purchaser does not immediately place Genap in default, as referred to in Article 22 (1) and 22(4), stating its reasons in writing, by registered post with return signature.

22.7

A claim by reason of non-conformity or attributable breach shall not be admissible if it is instituted after two years have elapsed since the date on which Genap delivered the items. For this purpose, Genap's records shall be decisive in determining the time of delivery, subject to contrary evidence to be provided by the Purchaser.

Article 23: Liability

23.1

Genap shall only be liable for direct damage suffered by Purchaser, which is the direct and sole consequence of its fault, provided that only damage against which Genap is insured, plus the policy excess amount, shall qualify for compensation.

23.2

In the event that the insurance taken out by Genap does not provide policy cover, or if payment is not made, Genap's liability shall in all cases be limited to 50% of the invoice value, corresponding to the relevant delivery under the purchase agreement, excluding VAT.

23.3

Genap shall never be liable for consequential damage and indirect trading losses, including but not limited to damage arising from business

interruptions, construction delays, so-called further development losses, loss of orders, loss of profits, administration costs and the like, all in the broadest sense of the word.

Article 24: Payment Terms and Reservation of Title

24.1

The payment of invoices on account of delivered goods must be made to Genap into one of its designated bank and/or giro accounts, without discount or set-off, within 30 days of the invoice date, unless agreed otherwise in writing.

24.2

If the Purchaser fails to comply or does not comply in time with this payment obligation, it shall be in default by operation of law, without the need for any form of notice of default for this purpose. The Purchaser shall then be indebted towards Genap for statutory commercial interest, plus 3% of the invoice amount, or the part thereof that is outstanding at the time, calculated for each day that the Purchaser remains in breach.

24.3

As a financial incentive to ensure the Purchaser complies punctually and strictly with its payment obligations, the Purchaser shall be liable to pay an immediately due and payable penalty, which is not open to reduction, of 10% of the outstanding capital amount, including VAT, and subject to a minimum of €350 (three hundred and fifty euros) if it fails to pay or does not pay the due amount on time.

24.4

In all cases in which delivered items have not been fully paid by the Purchaser, the delivered items shall remain Genap's property until the Purchaser has fully settled all its obligations towards Genap with regard to all items delivered or to be delivered under any agreement to the Purchaser. The aforementioned shall apply *mutatis mutandis* to all claims on account of any breach by the Purchaser of its obligations towards Genap under such agreements.

24.5

The Purchaser may not pledge or grant third parties any other right to items that are delivered under reservation of title.

24.6

The relevant records kept by Genap shall be binding for the purpose of determining the Purchaser's payment obligation under a purchase agreement concluded with Genap, subject to contrary evidence to be provided by the Purchaser.

Article 25: Cancellation

25.1

The Purchaser shall be entitled to cancel the agreement, in whole or in part, at all times. In that case, Genap shall be entitled to the purchase price, plus the costs that it had to incur as a result of the non-delivery, minus the costs it saved on account of the cancellation, plus 10% of the difference between the resultant amount and the purchase price. Genap shall send the Purchaser a specified final statement of that which the Purchaser owes on account of the cancellation.

TECHNICAL CONSULTANCY**Article 26**

26.1

By means of a service, and at the initiative of an engineering firm engaged by the end user, Genap shall provide advice free of obligation from time to time, including providing the wording for specifications relating to the use of foil constructions.

6.2

In providing such advice, the party seeking advice should be aware of the fact that the advice is given free of obligation and is not project-specific. The party seeking advice shall bear responsibility itself at all times for the functional suitability of the foil construction in relation to the environment in which the foil is being applied.

26.3

Although Genap shall endeavour to mention all relevant matters in accordance with the state of the art on the day the advice is given, it cannot be held liable for any inaccuracies and/or omissions relating to the provided documentation or advice.

26.4

The advice must be considered as a free service, which is otherwise not insurable by Genap in any way.

26.5

The party receiving the advice may not use the advice given by Genap when the materials of third parties are processed in the execution phase.

Special Terms and Conditions for all Agreements, including Consulting Agreements (Articles 27 to 29 inclusive)**Article 27: Indemnity**

27.1

The other party shall indemnify Genap for all third-party claims that may arise from the use of the processed goods delivered by Genap, as well as for the use of technical advice offered without obligation by Genap, all in the broadest sense of the word.

Article 28: Applicable Law

28.1 Dutch law shall apply exclusively to all agreements for the contracting of work, purchase and delivery, as well as the further agreements arising from those, concluded between the Client/Purchaser and Genap, such with the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna on 11 April 1980 (CISG, Treaty Series 1981, 184 and 1986, 61).

28.2

If reference is made in the agreement between the parties to the terms, occurring in the last version of the "Incoterms" adopted by the International Chamber of Commerce in Paris (ICC), these terms shall be interpreted in accordance with the last meaning given thereto by the ICC.

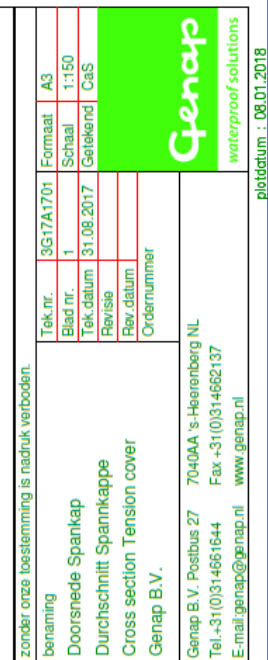
Article 29: Dispute Resolution

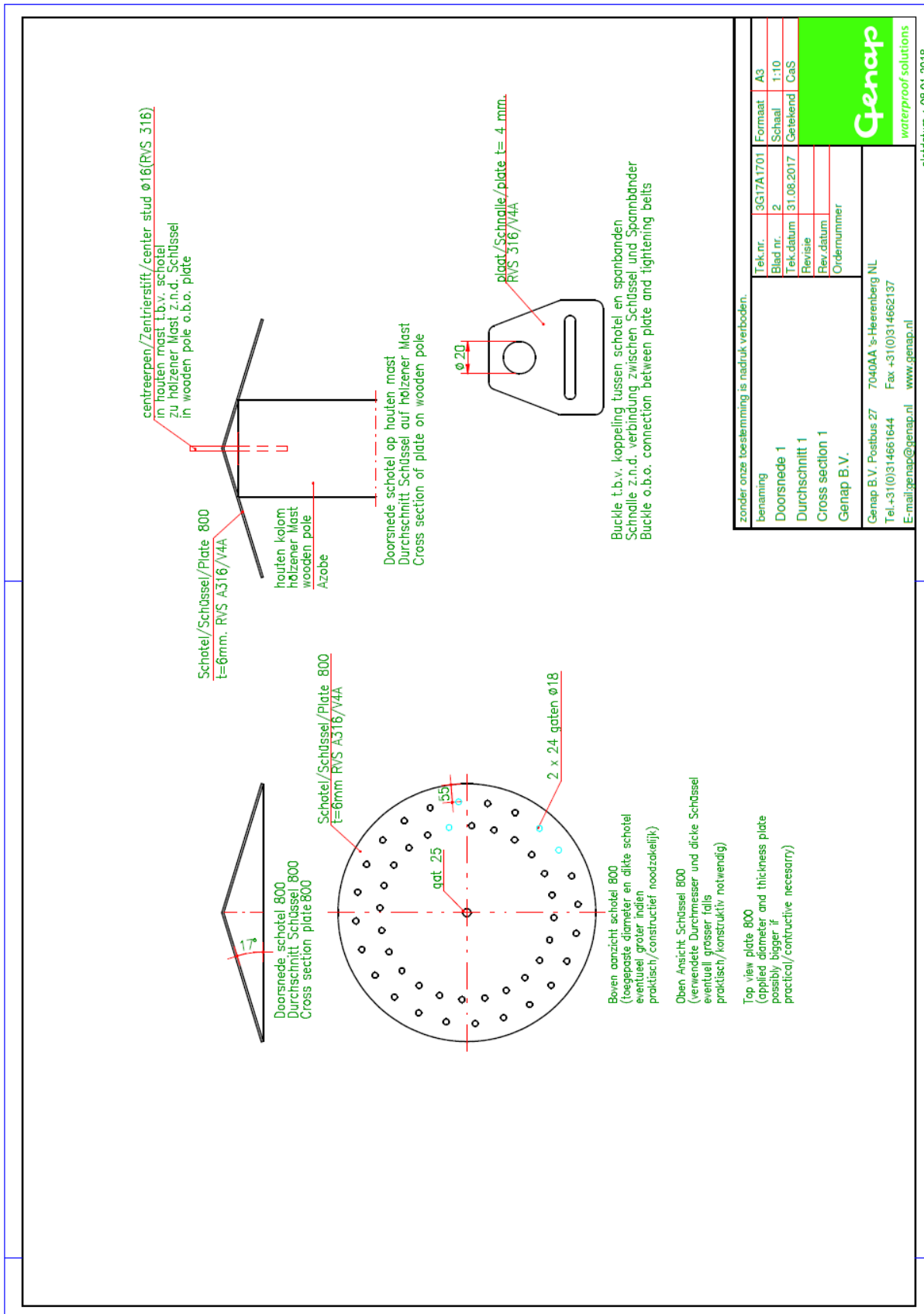
29.1

All disputes, of any nature – including those that are only regarded as such by one of the parties – which may arise as a result of the agreement or the technical advice given free of obligation between the parties, shall be determined by the regular court that has jurisdiction in terms of the law. Genap shall be solely entitled, at its discretion, to have the aforementioned disputes settled, to the exclusion of the regular court, by way of arbitration in accordance with the rules described in the articles of association of the Arbitration Council for the Construction Industry, as these read three months before the date of signature of the agreement.

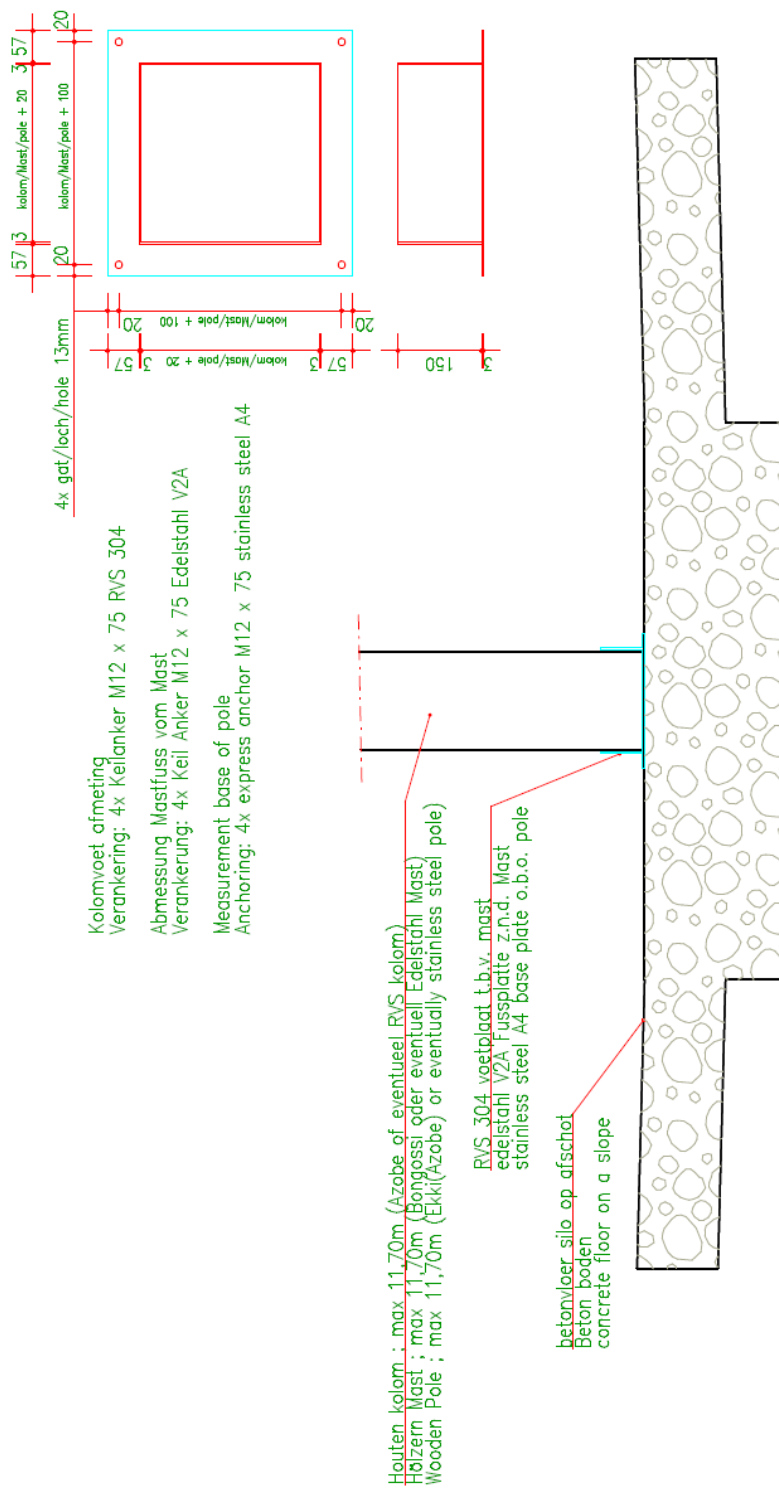
The abbreviation RAW stands for '*Rationalisatie en Automatisering in de Grond-, Water- en Wegenbouw*' (Rationalisation and Automation of the Civil Engineering Sector).

Drawing sheets

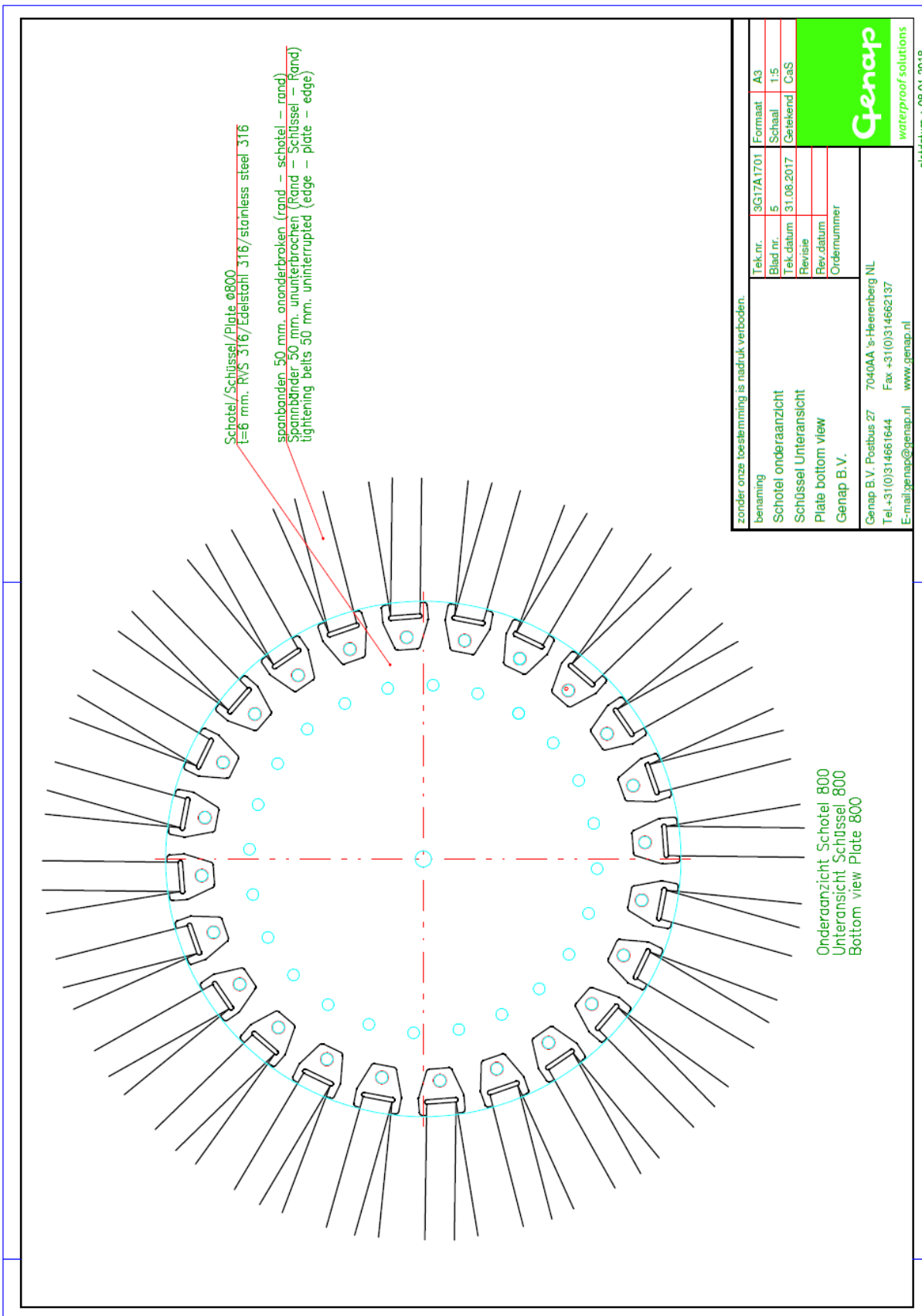






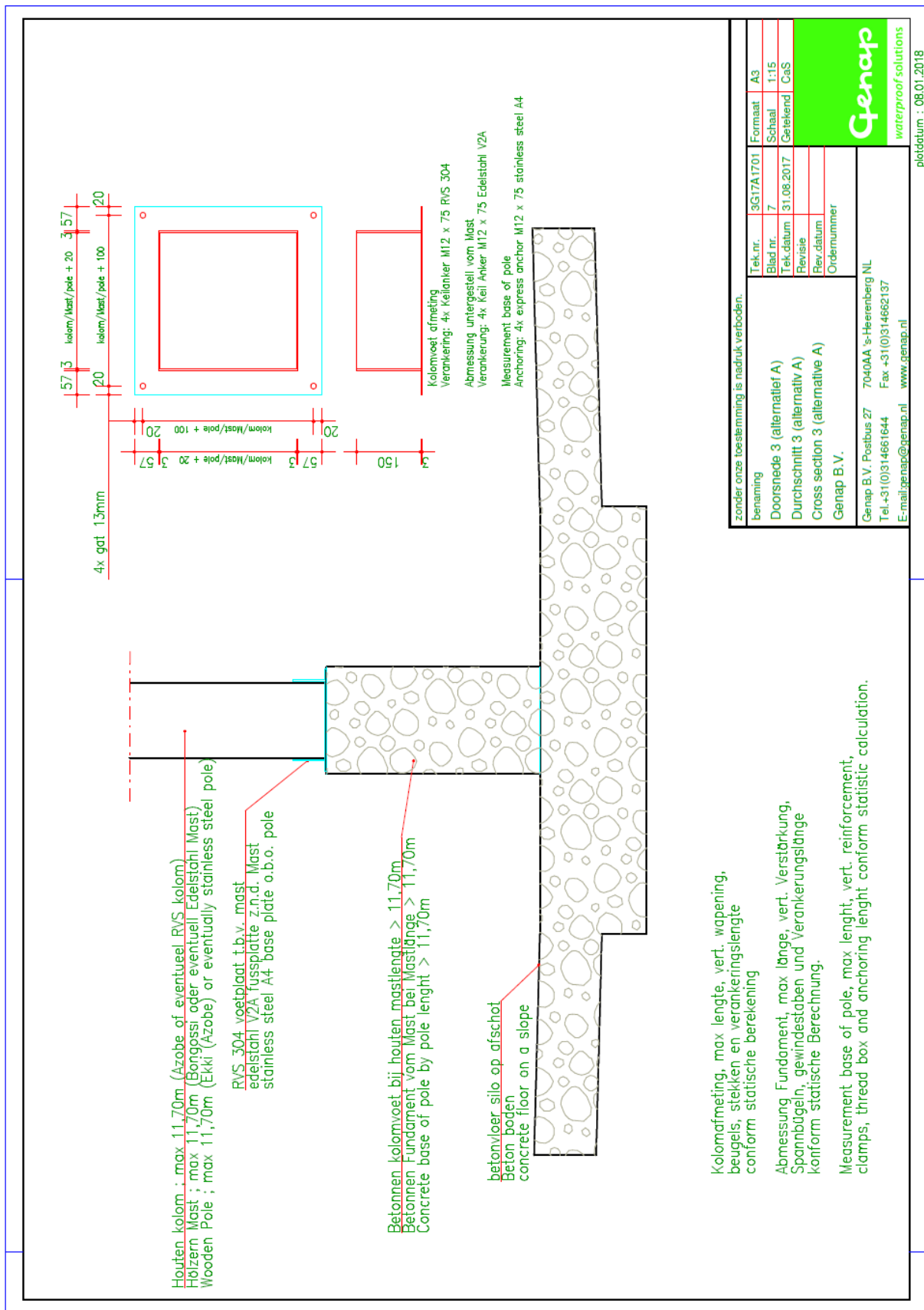


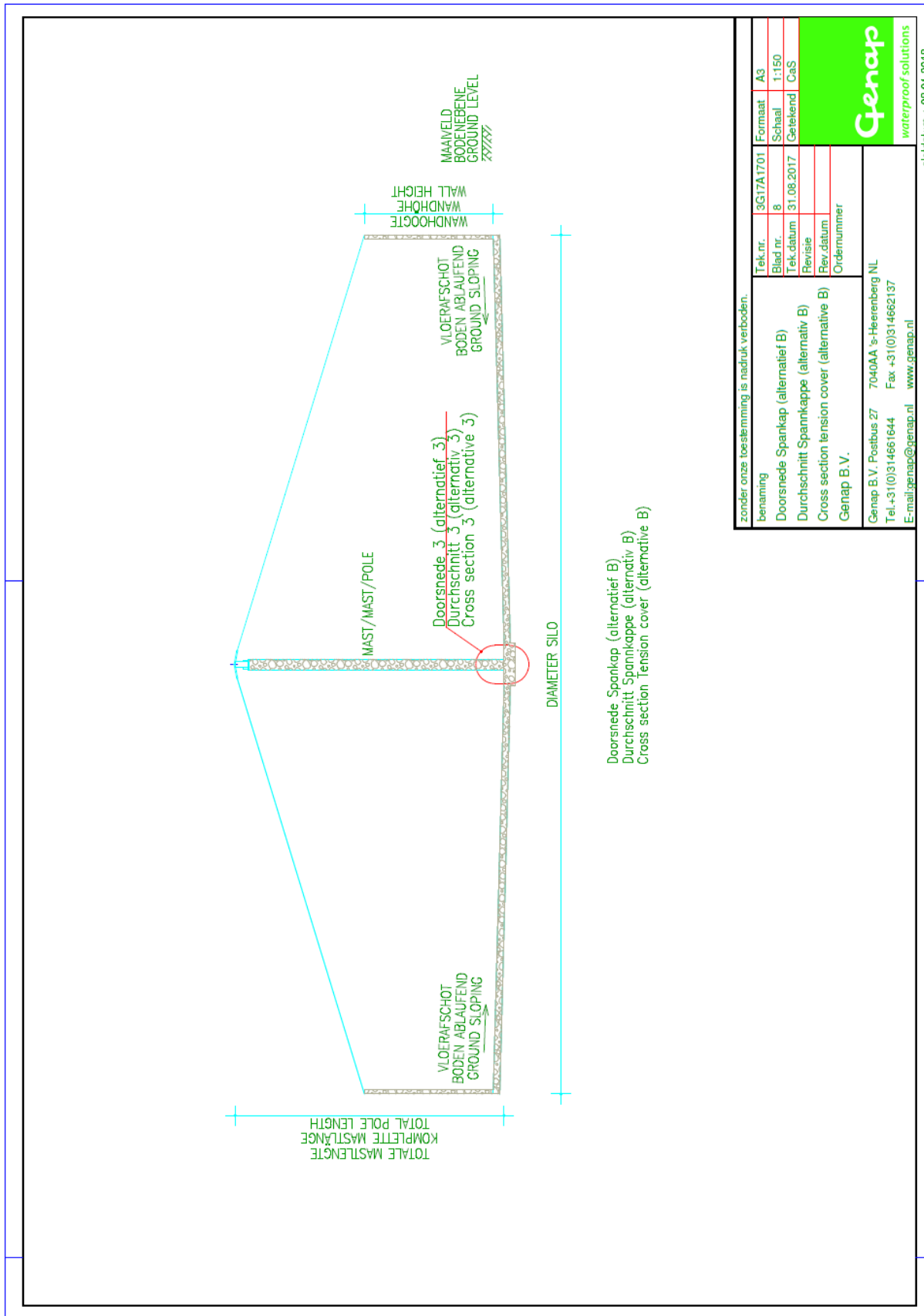
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Doorsnede 3		Tek. datum	31.08.2017		Getekend	CaS
Ddoorschnitt 3		Revisie				
Cross section 3		Rev. datum				
Genap B.V.		Ordernummer				
Genap B.V. Postbus 27		7040AA s-Heerenberg NL				
Tel. +31(0)314661644		Fax +31(0)314662137				
E-mail: genap@genap.nl		www.genap.nl				
		 <i>waterproof solutions</i>				
platte datum : 09.01.2018						



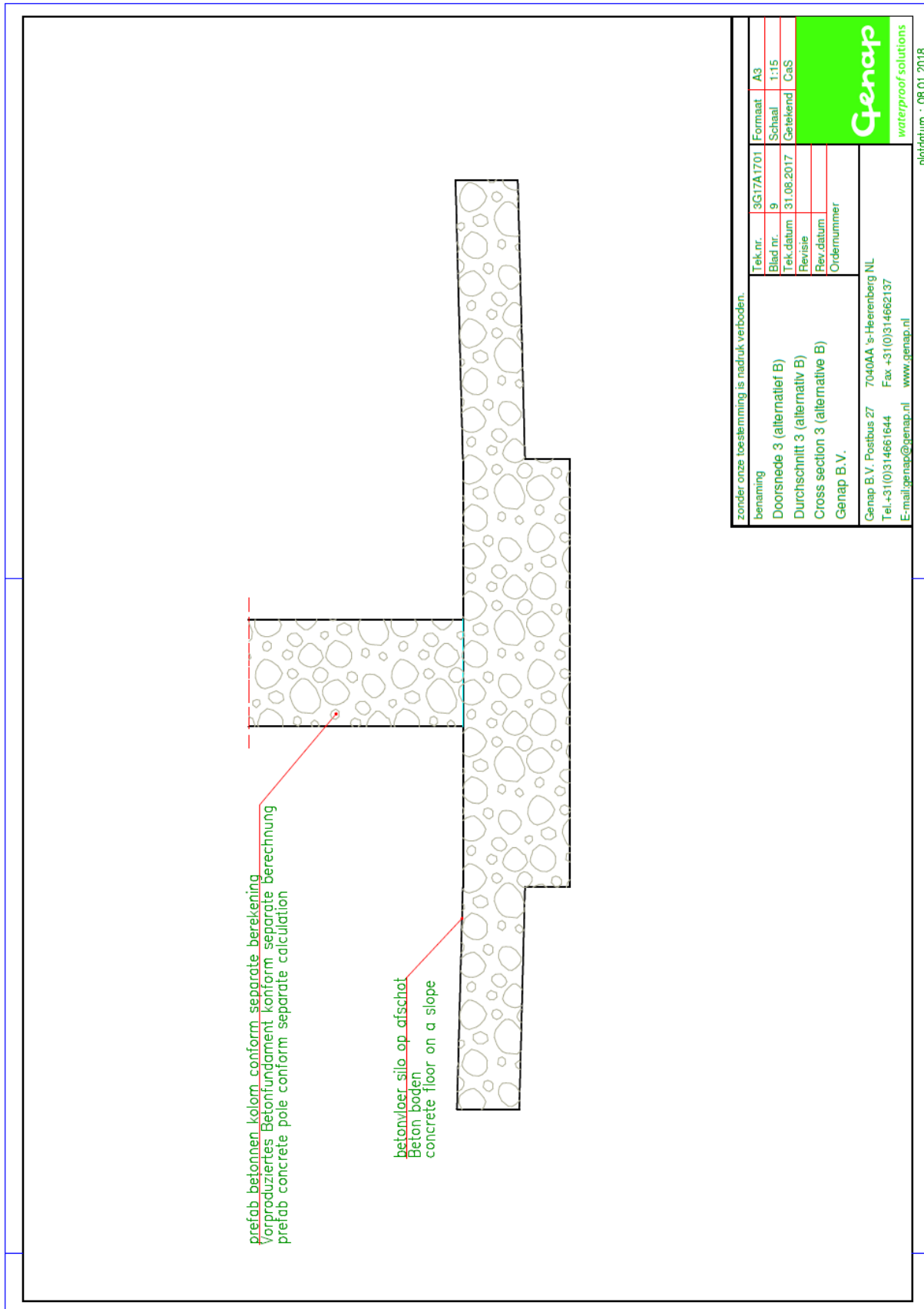


plotdatum : 08.01.2018





zonder onze toestemming is nadruk verboden.		Tek.nr.	3G17A1701	Formaat	A3
benaming		Blad nr.	8	Schaal	1:150
Doorsnede Spankap (alternatief B)		Tek datum	31.08.2017	Getekend	CaS
Durchschnitt Spannkappe (alternativ B)		Revisie			
Cross section tension cover (alternative B)		Rev.datum			
Genap B.V.		Ordernummer		 waterproof solutions	
Genap B.V. Postbus 27 7040AA 's-Heerenberg NL		 waterproof solutions			
Tel. +31(0)314661644 Fax +31(0)314662137					
E-mail: genap@genap.nl www.genap.nl					
		plottedatum : 08.01.2018			



Declaration of agreement /Akkoordverklaring/ Einverständniserklärung

Naam opdrachtgever / Name : _____
Auftraggeber/ name customer

Projectnummer /Projektnummer : _____
/ Project number

Montage van / Montage von : **Mestbassin / Güllebecken / Slurry lagoon**
/ mounting of a

Door ondertekening verklaart opdrachtgever de Handleiding te hebben ontvangen, akkoord te zijn met montage en wordt de garantie geactiveerd.

Mit der Unterzeichnung erklärt sich der Kunde der Gebrauchsinstruction erhalten zu haben, mit der Installation einverstanden ist und die Garantie aktiviert wird.

By signing the customer declares to have received the User manual, agrees with installation and is the Warranty activated.

Bijzonderheden / Kommentare / Comments

Plaats / Ort / residence : _____

Datum / Datum / Date : _____

Handtekeningen / Unterschriften / Signatures

monteur / Mechaniker/ Mechanic : _____ **opdrachtgever / Kunde / Customer:** _____
