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GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF SIMPLAIRE B.V.

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Article 1 - Applicability

1.1 These general terms and conditions apply to all offers and all agreements concluded by SimplAire B.V. or actions performed by it.

1.2 Unless explicitly agreed otherwise in writing, the client expressly waives the applicability of any of their own general terms and conditions, and SimplAire B.V. explicitly rejects the applicability of the client's general terms and conditions.

1.3 Amendments to the agreement concluded by SimplAire B.V. and/or deviations from what is stipulated in these general terms and conditions are binding on SimplAire B.V. only if and insofar as SimplAire B.V. has expressly accepted the amendment or deviation in writing.

Article 2 - Offers and Formation of the Agreement

2.1 All offers made by SimplAire B.V., including general offers contained in catalogues, (electronic) price lists, and other printed matter, are without obligation and may be revoked without formality, even – provided immediately – after acceptance of the offer by the client.



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2.2 An agreement between SimplAire B.V. and a client is only concluded when SimplAire B.V. has expressly and in writing accepted an order or assignment from the client or has commenced execution thereof.

2.3 All offers are based on the prices of materials and labor applicable at the time of the offer, on external factors – such as taxes, supplier prices, exchange rates, raw materials, freight costs, import duties, levies or other charges – as well as on execution under normal circumstances and during normal working hours. If, after the date of the offer, one or more of the cost-determining factors increases – even if this occurs as a result of foreseeable circumstances – SimplAire B.V. is entitled to adjust the quoted price accordingly. If such an increase takes place within three months after conclusion of the agreement, but before SimplAire B.V. has commenced execution, then only a natural person who is not acting in the exercise of a profession or business has the right to terminate the agreement free of charge by means of a written declaration, unless it concerns a statutory price increase, such as an increase in taxes. In that case, neither party may claim compensation for any damages suffered.

2.4 Subject to the provisions of the agreement, SimplAire B.V. is entitled to perform the agreed services at its own discretion. If circumstances, in the opinion of SimplAire B.V., make this necessary, SimplAire B.V. is entitled to use materials and/or items other than those agreed upon, insofar as the quality of the performance as a whole is not adversely affected. Materials and/or items brought in by SimplAire B.V. in the context of the services to be provided only become the property of the client if this has been expressly agreed in writing.

2.5 An acceptance of an offer from SimplAire B.V. that deviates from the original offer counts as a rejection of the original offer and as a new offer that does not bind SimplAire B.V. This also applies if the acceptance deviates only on minor points from the offer of SimplAire B.V.

2.6 Scope of Accepted Work

A. The following deliveries, services, facilities, etc. are not part of the work or responsibility of SimplAire B.V., unless explicitly stated otherwise in the offer or order confirmation:

a. Earthwork, pile driving, cutting, demolition, foundation work, masonry, carpentry, plastering, blacksmithing, insulation, painting work, and other construction work of any kind. If agreed that these works are to be carried out by SimplAire B.V., the costs will be charged to the client;

b. The necessary lifting, hoisting, and transport equipment, as well as scaffolding and/or staging – also for the benefit of subcontractors of SimplAire B.V. – must be provided entirely free of charge by the client;

c. The connection of the installations to the electrical, compressed air, gas or water supply networks, as well as the connection to the drainage systems;

d. The supply and installation of switching and safety devices and electrical wiring for electric motors and other electrical equipment to be supplied by SimplAire B.V.;



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e. The provision of connections for electricity, water, light, compressed air, etc. required for assembling and testing the installation, all in the immediate vicinity of the place where the work is carried out, to be provided entirely free of charge by the client.

B. The client must ensure that:

a. The personnel of SimplAire B.V., upon arrival at the installation site, can commence and continue their work during normal working hours and – if SimplAire B.V. deems it necessary – also outside normal working hours;

b. All materials, auxiliary tools, and auxiliary workers necessary for the performance of the work are made available to SimplAire B.V. in a timely manner and free of charge;

c. The work not included in the work accepted by SimplAire B.V. is carried out in such a way that the assembly of the work accepted by SimplAire B.V. is not delayed; and

d. Before or upon arrival of the materials delivered by SimplAire B.V. for the execution of the work, one or more properly lit, dry, and lockable rooms of sufficient size are made available for use as a workshop and for the storage of materials, and that materials delivered prior to the arrival of the executing personnel are stored by the client in a dry and safe place on the construction site, in the immediate vicinity of the workplace. The building and all spaces within it must be sufficiently lit to allow the work to proceed properly during normal working hours or required overtime.

e. The workplace is sufficiently ventilated and, insofar as necessary, arranged to allow unobstructed progress of the work.

C. All materials and tools of SimplAire B.V. located on the site are at the expense and risk of the client.

D. All damage and costs resulting from untimely or improper fulfillment by the client of the obligations mentioned in this section are at the client's expense.

2.7 The client is obliged, just as they are under statutory provisions regarding working conditions towards their employees, to arrange and maintain the premises, tools, equipment, and, in general, the circumstances in or under which the assignment is carried out in such a way that they at least meet the statutory requirements in the field of working conditions and safety.

2.8 If the client wishes to add or modify the agreed work that SimplAire B.V. is required to perform under the agreement, and SimplAire B.V. deems that this increases or expands the work, this constitutes additional work which – subject to Article 2.9 – may be charged separately to the client, even if a fixed price had previously been agreed between the parties.

2.9 If SimplAire B.V. considers that additional work is involved, it will inform the client as soon as possible of the consequences for the price and the period within which SimplAire B.V. must perform the work. The client will be deemed to have agreed to the execution of the additional work and the associated costs and consequences unless they object in writing within eight days



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of notification. SimplAire B.V. may wait with the execution of the additional work until the client has given a written order to do so.

Article 3 - Drawings, Calculations, Technical Specifications

3.1 The data included in catalogues, illustrations, drawings, technical specifications, CD-ROMs and software programs, etc., are as accurate as possible, but are not binding.

3.2 Offers issued by SimplAire B.V., as well as drawings, calculations, descriptions, etc. originating from it, remain its property and may not be reproduced and/or made available to third parties without its prior consent.

3.3 Drawings, calculations, descriptions, etc. originating from SimplAire B.V. remain its property and must be returned to it upon first request if no agreement is concluded.

Article 4 - Delivery Time / Force Majeure

4.1 The delivery time, unless explicitly agreed otherwise, is only given approximately. The delivery time is based on the circumstances known to SimplAire B.V. at the time of concluding the agreement. The agreed delivery time will be observed as much as possible, but exceeding this period does not put SimplAire B.V. in default. If delays arise due to a change in these circumstances and/or delays or temporary hindrances in the availability of goods ordered by SimplAire B.V., the delivery time will be extended as reasonably necessary, taking all circumstances into account. If a delay in delivery arises due to the client failing to meet an obligation under the agreement or failing to provide necessary cooperation regarding execution of the agreement, the delivery time will also be extended by at least the duration of this delay.

The period of the agreed delivery time only starts on the day SimplAire B.V. has received all documents, data, permits, etc., necessary to begin execution of the agreement. Exceeding the delivery time by SimplAire B.V. – for whatever reason – does not entitle the client to compensation or to suspend any obligation entered into by them. In the event of exceeding the delivery time, the client will be entitled to demand in writing that delivery still take place within a reasonable period, failing which, except as provided in 4.3 and 4.4, the client is entitled to unilaterally dissolve the agreement by registered letter for the unperformed part. The client does not have this right if they are themselves in default.

4.2 The client is obliged to take delivery of the goods purchased and/or produced for them at the moment these are delivered, or at the moment they are made available to them under the agreement. If the client refuses acceptance or is negligent in providing information or instructions necessary for delivery, the goods will be stored at the expense and risk of the client. The client will in that case owe storage costs depending on the volume stored, and possibly other additional costs such as waiting times, handling, increased labor costs, etc. In any case, storage costs will be charged for goods stored by SimplAire B.V. for longer than one month after purchase at NAf 25 per cubic meter per month, with a minimum of NAf 270.

4.3 Circumstances beyond our control and/or responsibility that are such that fulfillment of the agreement can no longer reasonably be expected from us, entitle us to dissolve the agreement in whole or in part and/or to suspend its execution without any obligation to pay damages.

4.4 Circumstances referred to in the previous paragraph include, among others: incomplete and/or delayed delivery by our suppliers, war and threat of war, full or partial mobilization, terrorism, import and export bans, measures by Curaçaoan and/or foreign government bodies making the execution of the agreement more difficult and/or more expensive than could have been foreseen when the agreement was concluded, extreme weather conditions, strikes and/or company occupations, epidemics, transport disruptions, loss or damage during transport, fire, theft, interruptions in energy supply, machine failures, all both in our company and with third parties from whom we must wholly or partly obtain the required materials or raw materials, and all other causes beyond our control and/or responsibility.

Article 5 - Complaints; Return Policy for Unused Parts and Accessories

5.1 The client is obliged to inspect the goods delivered, services provided, or work performed by SimplAire B.V. immediately upon delivery or completion for any deficiencies in quantity, deviations from specifications, and other observable shortcomings.

5.2 Complaints regarding externally visible defects and deviations must be made in writing within 2 months after delivery, as referred to in Article 8, or, if delivery applies, before or upon delivery.

5.3 Complaints regarding defects not observable upon delivery or completion must be made in writing within 2 months after they are discovered or reasonably could have been discovered.

5.4 In the absence of timely complaints in accordance with the foregoing provisions, SimplAire B.V. is entitled to reject any complaint and/or claim regarding defects without further consideration.

5.5 Delivery is understood to mean making the delivered goods available to the client ready for operation by SimplAire B.V. If a commissioning protocol is signed by both parties, the date of this protocol applies as the date and proof of delivery. If the client, despite being summoned to do so, does not cooperate with delivery, they lose any right to complain.

5.6 Goods delivered that must be returned in connection with complaints must always be accompanied by a valid invoice and proof of payment from SimplAire B.V.

5.7 Deviations within industry-standard and/or reasonable tolerance give the client no right to complain, replace, claim damages, or any other right.

5.8 Parts and accessories supplied by SimplAire B.V. in accordance with an order or assignment will in principle not be taken back, unless the parts and accessories do not possess the



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properties the client could expect under the agreement. In exceptional cases, SimplAire B.V. may, out of leniency, agree after consultation to take back unused parts and/or accessories. Used parts and accessories will never be taken back, except in cases covered by Article 6.3.

- 5.9 The following unused parts and accessories will never be taken back by SimplAire B.V.:
- Parts and/or accessories older than one (1) week from the relevant invoice date;
 - Parts and/or accessories that have already been installed;
 - Parts and/or accessories damaged by the client;
 - Parts and/or accessories specially ordered for the client, unless they do not have the properties described in the agreement;
 - Parts and/or accessories with a net value of less than NAf 50;
 - Parts and/or accessories not accompanied by the correct documents and original packaging.

5.10 If SimplAire B.V. agrees to take back unused parts and/or accessories, the client must first send the invoice and proof of payment before returning the parts. On this basis, SimplAire B.V. will determine how the return will take place.

5.11 In case of return of unused parts and/or accessories, the following costs will in any case be charged to the client: 20% of the invoice value with a minimum of €15, and any freight costs, unless the parts and/or accessories are returned because they do not have the properties described in the agreement.

Article 6 – Warranty

6.1 The following warranty provisions apply to goods sold and installed by SimplAire B.V.:

I. The warranty on ready-for-use equipment is in principle the same as that provided by the manufacturer unless explicitly agreed otherwise. The following warranty provisions apply only if the client also concludes a maintenance agreement with SimplAire B.V. for the goods sold and installed by SimplAire B.V., for the duration of the warranty:

- For (portable) room coolers: for a period of 12 months after delivery;
- For split systems: for a period of 14 months after delivery or 12 months after commissioning, whichever period is shorter. For compressors present in these systems exclusively of the brands CARRIER and TEMPSTAR, up to a capacity of 60,000 BTU, an additional warranty of 48 months applies solely to material. Installation costs and costs for replacing refrigerant and/or other components will in this case be charged to the client;
- For other ready-for-use cooling system equipment: for a period of 14 months after delivery or 12 months after commissioning, whichever period is shorter.

II. The warranty on applied equipment (centrifugal and absorption chillers) applies for a period of 14 months after delivery or 12 months after commissioning, whichever period is shorter.

III. The warranty on air handling units and roof fans applies for a period of 12 months after delivery.

IV. The warranty on parts and accessories applies for a period of 12 months after delivery.



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With regard to I and II:

- a. "Ready-for-use equipment" exclusively refers to equipment that can be put into operation without assembly or installation.
- b. "Commissioning" means checking the safety devices present in the equipment, checking and, if necessary, correcting the factory-delivered refrigerant charge, carrying out test runs, and handing over the equipment in operational condition to the installer responsible for the installation. A commissioning report will be submitted, stating the start date of the warranty period. Installation work of any kind falls outside commissioning. Commissioning is carried out on a post-calculation basis, unless a fixed rate has been explicitly agreed.
- c. If the relevant equipment is commissioned by an installer authorized by SimplAire B.V. – therefore without the involvement of SimplAire B.V. – this installer must ensure that a complete commissioning report is sent to SimplAire B.V. The commissioning date will be the date stated in the commissioning report sent by the client or installer to SimplAire B.V. If such report is not sent, the delivery date by SimplAire B.V. will be regarded as the start date of the warranty. If it appears from the commissioning report that the technical data contained therein do not comply with the standards applied by SimplAire B.V., the warranty will only commence once the installer has ensured commissioning in accordance with these standards. If the installer, despite being summoned to do so, fails to carry out commissioning, no right to warranty can be claimed.

6.2.1 Without prejudice to the provisions of Article 5, the warranty mentioned here only entitles the client to free repair of defects which the client demonstrates arose within the warranty period and are solely or mainly the result of defective materials, workmanship, manufacturing, or processing.

6.2.2 It is at the sole discretion of SimplAire B.V. to determine where and how repair work will be carried out. With regard to ready-for-use equipment, parts, or accessories, the client must ensure that:

1. The defective equipment, part, or accessory is accompanied by an invoice and proof of payment as referred to in Article 5.6;
2. The defective equipment can be collected at the agreed place and time;
3. The defective equipment is properly packaged to prevent transport damage;
4. The repaired equipment can be delivered at the agreed place and time;
5. Internal transport as well as dismantling or installation of the equipment is carried out by or on behalf of the client and at the client's own risk and expense.

6.2.3 The right to free repair mentioned here applies only if the equipment is located in Curaçao and insofar as this equipment is accessible for repair work by SimplAire B.V. without special transport.

6.2.4 If repair must take place outside normal working hours, SimplAire B.V. is entitled to charge the associated costs to the client.

6.2.5 The provisions of Article 2.6 of these conditions regarding the scope of accepted work



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apply mutatis mutandis to the scope of work carried out under warranty.

6.2.6 Repair or replacement does not extend the original warranty period.

6.2.7 No right to warranty exists if the client has carried out work on the equipment themselves or had it carried out by others than SimplAire B.V. or installers authorized by SimplAire B.V., or if the equipment has been used improperly and/or inefficiently or for purposes other than those for which it was intended. SimplAire B.V. reserves the right to determine whether such a situation has occurred, which will be established within two (2) weeks.

6.2.8 No warranty is given if the damage is the result of:

(i) Improper use, insufficient supervision, and/or lack of preventive maintenance in accordance with maintenance and operating instructions provided by SimplAire B.V., external calamities (including lightning, water/moisture, fall/impact, power fluctuations);

(ii) Materials, items, methods, and constructions applied as a result of explicit instructions from the client;

(iii) Materials and items supplied by or on behalf of the client.

No warranty is given either if the client has failed to notify SimplAire B.V. of detected defects in writing within 2 months of discovery and/or has failed to take necessary measures to prevent further damage.

6.3 If the delivery by SimplAire B.V. concerns parts and/or accessories, the warranty consists solely in SimplAire B.V., at its option, refunding the invoice price to the client or delivering a new part. In such cases, the client has no right to free repair.

6.4 For goods intended for use on ships, offshore installations, or other seagoing objects, a warranty period of 12 months after delivery applies. The warranty consists solely of SimplAire B.V. making replacement parts available to the client free of charge. The dismantling of defective parts and their replacement with new parts is at the expense and risk of the client, unless explicitly agreed otherwise. Replacement parts will be made available f.a.s. (Incoterms 2000) Curaçao port, or the nearest port of origin of the replacement part.

6.5 If SimplAire B.V. carries out repair or restoration work, it is prepared to repair defects free of charge, provided the client demonstrates as soon as possible after discovery that these defects – insofar as they concern material – arose within 12 months after delivery or completion, and insofar as they concern workmanship – within six months after delivery or completion, solely or mainly as a result of defective material or workmanship. It is at the discretion of SimplAire B.V. to determine where and how the repair work will be carried out. The warranty for goods and services from third parties does not extend beyond the warranties issued by those third parties to SimplAire B.V.



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Article 7 - Liability

7.1 If SimplAire B.V. should be liable, such liability is limited to what is stipulated in this provision.

7.2 SimplAire B.V. is not liable for any damage, of whatever nature, arising because SimplAire B.V. relied on incorrect and/or incomplete data provided by or on behalf of the client.

7.3 If SimplAire B.V. should be liable for any damage during the installation of its products, the liability of SimplAire B.V. is limited to a maximum of NAf 3,000.

7.4 In any case, the liability of SimplAire B.V. is always limited to the amount of the payout of its insurer, if applicable.

7.5 SimplAire B.V. is only liable for direct damage.

7.6 Direct damage exclusively means the reasonable costs to determine the cause and extent of the damage, the reasonable costs incurred to ensure the defective performance of SimplAire B.V. conforms to the agreement, insofar as these can be attributed to SimplAire B.V., and reasonable costs incurred to prevent or limit damage, provided the client demonstrates that these costs have led to a limitation of direct damage. SimplAire B.V. is never liable for indirect damage, including consequential damage, lost profits, missed savings, and damage due to business interruption.

7.7 The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence by SimplAire B.V. or its managerial subordinates.

Article 8 - Risk and Ownership

8.1 The risk of loss or damage to the goods passes to the client either at the time of delivery, at the time the goods are stored by SimplAire B.V. at the request and expense of the client pending delivery, or at the time the client fails to take delivery of the goods, whichever occurs first. Delivery means making the goods loaded on a means of transport available to the client at or on the nearest paved road to the address indicated by the client.

8.2

a The delivered goods remain the property of SimplAire B.V. until the client has fully satisfied all claims of SimplAire B.V. relating to goods delivered or to be delivered under the agreement, including services performed or to be performed under such agreements and all claims due to failure to comply with such agreements, including all collection costs and interest owed.

b The client is not permitted, as long as ownership has not passed to them, to encumber the goods delivered by SimplAire B.V. with a personal or property right in favor of a third party.

8.3 If the client fails to meet their obligations to SimplAire B.V., or if SimplAire B.V. has good reason to fear that the client will fail to meet such obligations, the client must make the



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delivered goods subject to retention of title available to SimplAire B.V. upon first request and grant SimplAire B.V. access to all premises used in their business, so that SimplAire B.V. can re-possess those goods, without prejudice to SimplAire B.V.'s right to claim damages from the counterparty.

Article 9 - Price and Delivery

9.1 Unless explicitly agreed otherwise, the prices issued by SimplAire B.V. apply to the delivery of goods carriage paid to the client's address in Curaçao, excluding turnover tax and excluding installation and commissioning. For goods intended for export, the prices issued by SimplAire B.V. apply to ex-works delivery.

9.2 Services are provided by SimplAire B.V. on a post-calculation basis at the hourly rates specified by SimplAire B.V., unless explicitly agreed otherwise.

9.3 Cost estimates and plans are not charged separately, unless explicitly agreed otherwise in writing. If SimplAire B.V. must produce new drawings, calculations, descriptions, models, and/or tools for repeat orders, costs will be charged for these.

9.4 Packaging is not included in the price and will be charged separately. Packaging will not be taken back.

9.5 Costs of loading and unloading and of transporting raw materials, semi-finished products, models, tools, or other items made available by the client are not included in the price and will be charged separately.

Article 10 - Payment; Rights of Suspension; Right of Termination

10.1 Unless explicitly agreed otherwise, payment must be made without deduction or set-off within 14 days of the invoice date. A claim under warranty does not entitle the client to suspend payment. If payment is not made within the agreed period, the client is in default by operation of law, and SimplAire B.V. has the right to charge the client, from the due date, interest of 1% of the outstanding amount per month or part thereof, together with a surcharge of 2% of the outstanding amount for administrative and credit limitation costs.

10.2 All costs incurred by SimplAire B.V. in collecting any outstanding invoice amount are for the account of the defaulting client. Collection costs include fees of lawyers, both in and out of court (even if they exceed court-awarded amounts), bailiffs, agents, and collection agencies, as well as all execution costs. The out-of-court costs of these third parties are fixed at 15% of the principal sum, with a minimum of NAf 75. Also at the expense of the defaulting client are the costs of bankruptcy petitions, as well as storage costs in case of suspension of delivery.

10.3 Payments are first applied to collection costs, then to interest due, and finally to the principal sum. If the client leaves multiple invoices unpaid, a payment is applied first to the oldest invoice, then to the next oldest, and so on.



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10.4 As long as full payment has not been made, SimplAire B.V. may demand a bank guarantee, or equivalent security, as assurance for payment. As long as such security is not provided, SimplAire B.V. may suspend delivery and/or declare the current agreement terminated without judicial intervention, without prejudice to its right to performance and/or damages.

10.5 In the event of non-payment of a due invoice, suspension of payment, a request for suspension of payments, bankruptcy or liquidation of the client's business, SimplAire B.V. has the right, without notice of default or judicial intervention, to cancel the order (or the part not yet delivered) and to reclaim goods delivered but still owned by SimplAire B.V. under the above, in which cases all claims that SimplAire B.V. has against the client become immediately due and payable.

Article 11 - Compensation in Case of Attributable Breach by Client

In the event of failure to properly fulfill obligations regarding agreements with SimplAire B.V., the client owes compensation of at least 10% of the contract sum as reimbursement for costs incurred by SimplAire B.V. in connection with the assignment, such as handling, transport and storage costs, exchange losses, and administrative expenses, without prejudice to SimplAire B.V.'s right to claim full compensation if the damage exceeds the aforementioned amount.

Article 12 - Validity of the Conditions

The nullification and/or invalidity of any provision of these conditions does not affect the validity of the remaining provisions.

Article 13 - Applicable Law and Competent Court

13.1 All disputes between SimplAire B.V. and the client will be submitted exclusively to the Court of First Instance of Curaçao.

13.2 All acts performed by SimplAire B.V., including agreements concluded by SimplAire B.V., are governed by the law of Curaçao.

Article 14 - Planning, Work Preparation and Execution

Upon written approval of the quotation by the Client, SimplAire B.V. shall commence with internal work preparation and engineering activities. During this stage, the quotation is technically detailed, drawings are prepared, and all materials and equipment are verified for accuracy and compatibility prior to procurement.

For larger or more substantial projects, or where a project supervisor or consultant is appointed, the required submittals shall be prepared and submitted for approval before any materials or equipment are ordered.



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After completion of the work preparation phase, project execution will be scheduled based on the available technical resources and the overall progress of the construction works. SimplAire aims for an efficient execution, ensuring that the installation works are phased and coordinated in such a way that the construction process or the Client is not delayed.

Within this operational approach, it is customary that SimplAire may not be present on site on a daily basis or for full working days. This is inherent to the nature of HVAC installations, in which specific parts must be executed in sequence, in designated phases, or following completion of other disciplines.

This flexible planning method enables SimplAire to utilize its technical resources efficiently and to carry out multiple projects in parallel, without compromising quality, progress, or delivery of the works.

Addendum on de General Terms SimplAire B.V

1. Project delays

Projects may be delayed by external disciplines such as construction, electrical works, plumbing, IT, and other third parties. SimplAire cannot be held liable for any damage, costs, or claims resulting from such delays.

Delays may cause:

- increased overhead and inefficiency in execution.
- higher costs from subcontractors and material suppliers.
- reduced capacity and loss of revenue.

SimplAire reserves the right to charge additional costs or damages to the client if delays are not attributable to SimplAire

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2. Conditions upon awarding a project

a. Start date and construction time

The client shall confirm in writing the project start date and expected construction period. Based on this,

SimplAire will prepare a plan and budget. Any change or delay entitles SimplAire to demand a revised schedule and budget.

b. Delays prior to commencement

If the start is postponed by more than six (6) months after awarding:

- materials will be invoiced and delivered immediately.
- storage and safekeeping will be at the sole cost and risk of the client.
- warranty on materials commences upon delivery, not upon commissioning;
- labor rates will be revised according to market prices at that time.

c. Delays during execution

If execution exceeds the planned schedule by more than two (2) months:

- SimplAire will charge 12% of the project's total labor costs per month, or the fixed amount stated in the budget;
- SimplAire reserves the right to withdraw from the project, in which case the client shall pay only for work performed and materials supplied.

3. Accessibility of HVAC infrastructure

a. Accessibility requirement

The entire HVAC infrastructure (refrigerant piping, chilled water piping, condensate drains, and air ducts) must always remain fully accessible for installation, repair, and maintenance by SimplAire.

If the client or its contractors enclose, conceal, or render these systems inaccessible:

- SimplAire shall not be liable for any damages, leaks, defects, or repair costs;
- the client shall, at its own expense and risk, ensure that the structures are opened and closed again;
- any warranty claim lapses if SimplAire cannot access the system for inspection or repair.

b. Third-party risks

Even with proper design, installation, and testing (pressure tests, leak tests, etc.), there always remains a small risk of defects, leaks, or disconnections. If these occur due to or during the works of third parties, SimplAire shall not be held liable under any circumstance.

4. Liability and insurance

SimplAire maintains continuous liability insurance, but this may only be invoked in cases of proven gross negligence directly attributable to SimplAire. In all other cases – including inaccessibility, third-party interference, or project delays – the client indemnifies SimplAire from any claim.

5. Conclusion

SimplAire shall only execute HVAC projects under the above additional terms. By awarding a project, the client explicitly agrees to these conditions and indemnifies SimplAire against any liability or claim arising from:

- delays caused by third parties or the client.
- inaccessibility of HVAC infrastructure.
- damages or defects outside SimplAire's direct influence and control.