

## TP Addendum on Orgalime SE01 Brussels, September 2001

The hereunder given articles will replace the corresponding articles or alineas as laid down in Orgalime SE01 (Brussels 2001), unless explicitly stated otherwise. This addendum prevails over the Orgalime SE-01.

### Completion Contractor's delay

- a) Article 40  
..." The liquidated damages shall be payable at a rate of 0,5 per cent of the Contract Price for each completed week of delay. The liquidated damages shall not exceed 5,0 per cent of the Contract Price."...*Rest of article 40 SE-01 remains unchanged.*
- b) Article 41  
..."The total compensation, including the liquidated damages which are payable under clause 40, shall not exceed 10 percent of that part of the Contract Price which is attributable to the part of the Works in respect of which the contract is terminated."... *Rest of article 41 SE-01 remains unchanged.*

### Liability for defects and warranty

- a) Article 52  
..." If taking over has been delayed for reasons for which the Purchaser is responsible, the Contractors' liability for defects shall not, except as stated in Clause 53, be extended beyond 15 months after delivery of the Plant."...  
*Rest of article 52 SE-01 remains unchanged.*
- b) Article 58  
Unless otherwise agreed, necessary transport of the Plant and/or parts thereof to and from the Contractor in connection with the remedying of defects for which the Contractor is liable, shall be at risk and expense of the Purchaser. The Purchaser shall follow the Contractors' instructions regarding such transport.  
*Rest of article 58 SE-01 remains unchanged*
- c) Article 61  
The percentages mentioned in article 61 SE-01 shall amount to a total of 10 per cent of the Contract Price instead of 15 percent of the Contract Price.  
*Rest of article 61 SE-01 remains unchanged*

### Disputes and applicable law

- a) Article 73  
The Contract shall be governed by Netherlands Law.