



GENERAL TERMS

registered with the Chamber of Commerce in Enschede
on November 10, 1995 under entry number 06034296.

1. APPLICABILITY

These general terms are applicable to all legally valid relations between Hanwel B.V. and another party by virtue of an agreement or otherwise. Application of (any) general terms used or appealed to by the other party are explicitly excluded.

2. OFFERS

All offers, made in whatever form, shall be without obligation during a maximum period of 3 months, unless there is unambiguous proof to the contrary. Hanwel B.V. shall not be bound until a written confirmation of the order has been issued by Hanwel B.V. Any agreements or promises in advance, which have not been made or accepted by Hanwel B.V. in writing shall thereby be cancelled. Agreements and/or promises made by or on behalf of Hanwel B.V. after the confirmation of the order shall not be binding until they have been confirmed in writing. All information/data provided with the offer shall remain the (intellectual) property of Hanwel B.V. and shall be returned at the first request to that purpose. If no offer *casu quo* confirmation of the order is sent, the invoice is also to be regarded as a confirmation of the order. Any agreement is concluded under the contingent condition that the other party - exclusively at our discretion - proves to be sufficiently worthy of credit for an equal compliance with the agreement.

3. PRICE

The price is based on the prices, rates of exchange, wages, taxes, duties, charges, freight costs etc. applicable at the moment of concluding the agreement. Quotations are exclusive of value added tax and any possible other taxes imposed by the public authorities. In the event of an increase of any of the above-mentioned occurring within three months after the agreement has been concluded, Hanwel B.V. shall be entitled to increase the prices agreed upon accordingly. In such a case the other party shall be authorized to cancel the agreement. The right to alter the prices agreed upon shall continue to exist even if the increase occurs as a result of circumstances to be foreseen at the time of concluding the agreement, all this in compliance with the legal provisions applicable to the agreement in question. In connection with Article 2 the prices quoted shall only be binding if there is unambiguous proof of such an intention. In all other cases they are to be regarded as price indications without obligation.

4. DELIVERY AND TIME OF DELIVERY

Unless otherwise agreed upon, delivery shall take place ex-factory/warehouse. The terms of delivery stated in offers, order confirmations and/or agreements are stated to the best of our knowledge and shall be adhered to as much as possible; however, they shall not be binding. If these terms are exceeded, through any cause whatsoever, by a period shorter than three months at most, this fact shall never give the other party the right to claim damages, cancellation of the agreement or non-fulfilment of any obligation on his part ensuing from the agreement, unless parties have agreed upon a delivery deadline in writing, which they have specified as such. When the goods sold have not been accepted by the other party after expiry of the date of delivery, they shall be stored at his disposal, expense and risk. After a period of 4 weeks we shall be entitled to (private) sale of these goods. Any possible lower proceeds and expenses shall be for the account of the other party, without prejudice to our other rights. Hanwel B.V. is entitled to deliver in parts (partial deliveries), which can be invoiced separately.

5. FORCE MAJEURE

In the event of facts or circumstances, whether or not resulting in force majeure, complicating the fulfilment of the obligations of parties to such an extent that it is to be assumed that parties would not have concluded the agreement in question under such or (approximately) similar circumstances, the obligations concerned shall be suspended on both sides. If this situation has continued for more than three months, both parties shall be entitled to terminate the agreement in writing within a period of three months after this term. The part of the agreement which has already been executed shall be settled proportionately, without any other obligations among parties. Force majeure is at any rate understood to include: strike, excessive absenteeism among our personnel, transport problems, fire, government measures, including

import and export prohibitions, quota restrictions and interruptions of work at our company *casu quo* our suppliers, as well as a shortcoming - whether or not imputable - on the part of our suppliers due to which we cannot meet our obligations towards the other party (any longer). We shall also be entitled to appeal to force majeure if the circumstance causing the force majeure occurs after our performance should have been executed.

6. COMPLAINT

Complaints about immediately visible defects shall be notified by the other party to Hanwel B.V. by registered letter, specifying the details of the defect as accurately as possible, within eight days after delivery or after execution of the services in question, at least within a practicable period of time after he has or should reasonably have discovered the defect; if this term is exceeded, any claim against Hanwel B.V. shall be cancelled. The fact that a complaint has been lodged shall never relieve the other party from his obligations of payment.

7. PAYMENT

- 7.1. All payments shall be made within thirty days after the invoice date, unless otherwise agreed upon in writing.
- 7.2. If the other party fails to pay within the term of thirty days, he shall be in default from the date of maturity and shall owe Hanwel B.V. an interest for delay amounting to 1.5% per (part of a) month, or, if the amount of the legal interest plus 3% is higher than 1.5% per month, the legal interest increased by 3% per month on the total amount payable.
- 7.3. All reasonable collecting charges incurred by Hanwel B.V., including all costs of external experts, apart from any costs possibly determined in court, shall be for the account of the other party. The collecting charges out of court shall be fixed in accordance with the collecting rates of the Dutch Bar applicable at the moment of collection, with a minimum of f 250.-.
- 7.4. Any payment made by the other party shall primarily serve as settlement of the interest owed by him as well as of the collecting charges and/or administrative expenses incurred by us and shall subsequently be deducted from the longest outstanding claim.

8. RETENTION OF TITLE.

- 8.1. As long as the other party has not fully complied with the obligations he has by virtue of the agreement(s) concluded with Hanwel B.V. with respect to the goods to be supplied or the work to be executed, all the goods, either processed or unprocessed, shall remain the property of Hanwel B.V., until the obligations of payment concerned have been fully met. If Hanwel B.V. executes work for the other party within the framework of the aforesaid agreements and payable by the other party, the aforesaid retention of title shall apply until the other party has also paid these claims of Hanwel B.V. Retention of title shall also apply to any claims that Hanwel B.V. might acquire against the other party on account of failure by the other party to meet one or more of his obligations towards Hanwel B.V.
- 8.2. As long as ownership of the goods delivered has not been transferred to the other party, he shall not be allowed to pledge these goods or to give third parties any other claim to them besides sale within the framework of normal business operations.
- 8.3. In advance Hanwel B.V. hereby reserves rights of lien, as referred to in Article 3:237 Dutch Civil Code, on goods delivered of which the ownership has been transferred to the other party as a result of payment and which are still in the possession of the other party, to the greater security of claims other than those laid down in Article 3:92 paragraph 2 Dutch Civil Code, which Hanwel B.V. might have against the other party on whatever account.
- 8.4. The other party is obliged to store the goods supplied under retention of title with the necessary caution and recognizable as being the property of Hanwel B.V. During the period of retention of title the other party is obliged to insure the goods against fire-, explosion- and water damage as well as against theft, and to submit the policies of these insurances to Hanwel B.V. for their inspection at their first request thereto. All claims of the other party against the insurers of the goods on account of the insurances mentioned shall be pledged to Hanwel B.V. by the other party as soon as Hanwel B.V. should desire so, in the manner referred to in Article 3:239 Dutch Civil Code, to the greater

security of the claim of Hanwel B.V. against the other party.

- 8.5. In the event of the other party's failure to pay, Hanwel B.V. shall be entitled, without any notice of default being required, to take the goods back, without prejudice to its possible claims to cancellation, fulfilment or (full) compensation.

9. Risk

Regardless of the agreements made between Hanwel B.V. and the other party with respect to transport costs and insurances, the goods shall remain at the risk of Hanwel B.V. until the point of time when the power of disposing of them has actually been transferred to the other party or an authorized agent appointed by him. If no further details have been provided by the other party, the mode of transport, despatch, packing and the like shall be determined by us with due diligence, without accepting any liability for it. Transport of the goods shall invariably be at the expense and risk of the other party, even if the transporters should claim the existence of a clause in the consignment notes, transport addresses and the like, stating that all transport damage is at the expense of sender.

10. LIABILITY

- 10.1. Hanwel B.V. shall not be liable for damage through any cause whatsoever arisen on the part of the other party or a third party in connection with the goods or services supplied by Hanwel B.V., including consequential damage to moveable or immovable property, or damage caused by inexpert use of the goods supplied or use for a purpose other than the one they are suitable for according to objective standards, unless this damage has been caused deliberately or by gross negligence on the part of the Board of Directors and/or managers of Hanwel B.V. or of persons for whom Hanwel B.V. is obliged to accept liability.
- 10.2. If the exoneration clause defined in Article 10.1 should be deemed unreasonably onerous in any instance, Hanwel B.V. shall only have limited liability for the damage referred to in the preceding paragraph. This liability is limited to an amount not exceeding the amount charged *casu quo* to be charged by Hanwel B.V. by virtue of the agreement concluded with the other party and exclusively insofar as it concerns damage for which Hanwel B.V. is to blame, or persons for whom Hanwel B.V. is obliged to accept liability.
- 10.3. If the exoneration clause defined in Article 10.2 should also be deemed unreasonably onerous in any instance, the liability of Hanwel B.V. shall be limited to the amount insured by the liability insurance of Hanwel B.V. If required, the amount for which Hanwel B.V. is insured will be made known.
- 10.4. The obligations of Hanwel B.V. referred to above shall only apply when the other party has notified Hanwel B.V. of the shortcoming in question, including possible tort, within a practicable period of time after discovery of it.
- 10.5. Any liability on account of shortcomings, including possible tort or defects, other than those referring to damage as a result of death, bodily harm or reduction in value due to business damage shall be excluded. As examples we mention: liability due to exceeding the terms of delivery, due to interruption(s) in a production or distribution process or in an administrative organization, due to loss of or damage to data carriers or data files, damage due to an infringement of rights of intellectual ownership and all forms of so-called consequential damage.
- 10.6. The provisions in this Article shall also apply for the benefit or in favour of all (corporate) persons employed by Hanwel B.V. in its relations with the other party.
- 10.7. The other party shall indemnify Hanwel B.V. against all claims by third parties with respect to damage which by virtue of the provisions of this Article would remain at the expense of the other party, if the third party in question were to hold the other party liable.

11. GUARANTEE

- 11.1. Goods supplied or made available by Hanwel B.V. which prove to be defective in consequence of causes other than those which are at the expense of the other party, to be proved by the other party, will be repaired or replaced by Hanwel B.V. - at its discretion - free of charge. The costs of (dis)assembly of an item, necessary to ascertain any defect to goods supplied or made available by Hanwel B.V., shall be at buyer's expense. The same applies *mutatis mutandis* to services provided by Hanwel B.V.
- 11.2. The replaced item or components shall be the property of Hanwel B.V. Insofar as deficiency of the item supplied or made available or of the service(s) executed entails an infringement of any right of intellectual property, Hanwel B.V. will be able to comply with the obligation defined in this Article by removing the objection in question, by taking the item in question back, or by cancellation of the services in question, in the last two cases against a refund of the sum paid for

having made them available.

- 11.3. The obligation referred to in this Article shall only apply when the other party has properly notified Hanwel B.V. of the deficiency or defect within a practicable period of time after the discovery thereof. Unless otherwise agreed upon, the obligation of guarantee shall terminate six months after the date on which the item in question has been delivered *casu quo* the service in question has been executed. Any possible claims to guarantee shall exclusively apply to the other party under contract with Hanwel B.V. They shall at any rate terminate in the event of theft by the other party of the goods supplied.
- 11.4. The obligation of guarantee of Hanwel B.V. shall be null and void if the other party itself executes alterations in or repairs to the goods supplied or instructs third parties to do so, or if the goods supplied are used for purposes other than the regular ones, or if they are otherwise inexpertly used or maintained.
- 11.5. In connection with the provisions in the preceding Article, any further liability of Hanwel B.V. is excluded. Compliance with the obligations of guarantee by Hanwel B.V. shall apply as sole and full compensation.
- 11.6. If the other party fails to comply with one or more obligations ensuing from the agreement existing between parties, Hanwel B.V. shall be entitled to suspend the fulfilment of its obligation of guarantee or of any other obligation ensuing from the agreement, unless the shortcoming of the other party is so trivial that a suspension of the obligations of Hanwel B.V. is not justifiable.

12. DISSOLUTION

If one of the parties to the agreement(s) should die, be placed under legal control, apply for a moratorium, proceed to assignment, is declared bankrupt, or if all or part of his property is attached, the other party shall be entitled to declare the agreement(s) concluded dissolved by a single written notification, or to suspend fulfilment of the obligation on his part, all this at his discretion. In the aforesaid situation all obligations of payment shall become immediately claimable. The rights and claims on account of non-fulfilment of obligations shall be reserved to the party in question uncurtailed.

13. DISPUTES.

All disputes, including disputes considered as such by one party only, barring the authority of parties to elicit judgement by the President of the District Court in summary proceedings, shall only be referred to the competent court in the District of Almelo, with the exception of disputes of which the cantonal judge is informed in the first instance.

14. APPLICABLE LAW.

Dutch law shall exclusively apply to all agreements of Hanwel B.V. with the exception of the Treaty of the United Nations on international purchase agreements with respect to moveable property (Vienna Purchase Treaty).

15. QUALITY ASSURANCE.

The quality assurance system of Hanwel B.V. has been certified in accordance with ISO 9002. No trade goods supplied by Hanwel B.V. shall fall under the scope of this certificate.

16. FINAL PROVISIONS.

- 16.1 The agreements and general terms of Hanwel B.V. are aimed at (a) reasonable legal relation(s) between Hanwel B.V. and the other party. In the event of nullity of one or more provisions ensuing from a legal relationship existing between Hanwel B.V. and another party, parties shall be bound by rules of similar import which are not null and void.
- 16.2 In the event of discrepancies between the English and Dutch version of the General Terms, the latter shall prevail at all times.