

GENERAL TERMS AND CONDITIONS OF PURCHASE OF SERVICE CENTRE MAASTRICHT B.V.

1. TERMS OF AGREEMENT

1.1. SCM means Service Centre Maastricht B.V., located in Maastricht. For the purposes of these general terms and conditions of purchase:

"Goods" means all goods specified in the Contract those are to be delivered and/or manufactured by the Seller (such as parts, services, materials, appliances and machinery) and services that are to be rendered.

"Contract" means all commissions to supply Goods; and "Seller" means any person or entity that enters into a Contract with SCM.

1.2. These general terms and conditions of purchase apply to all price enquiries and Contracts between SCM and the Seller. All terms and conditions of the Seller that are in conflict with these general terms and conditions of purchase are expressly waived by SCM.

1.3. In certain cases, specific passages in these terms and conditions of purchase may be amended or even discarded. This will take place only with the written consent of SCM in a specific Contract. Such amendments will not affect other passages of these general terms and conditions of purchase.

2. FORMATION OF A CONTRACT

A legally binding Contract with SCM, including all amendments or additions to existing Contracts, will be deemed valid only when a person so authorised by SCM signs such Contract.

3. QUALITY

The Seller guarantees that the Goods supplied comply with the purposes for which they were purchased, unless such purpose was not mentioned, was unclear or was otherwise unknown.

The Seller also guarantees that the Goods comply with the agreed specifications, blueprints, designs, samples, etc. and that they are of the best quality and workmanship and free from any design, manufacturing or operating defect.

The Seller further guarantees that all Goods comply with all laws applicable in the country of destination at the time of delivery, unless the Seller is not informed of the destination or could not reasonably know the destination.

4. PRICES

4.1. Price enquiries made to SCM are free of charge and non-binding. Price calculations and drawings 4, compiled by the Seller prior to entering into a Contract cannot be invoiced separately to SCM, even in the event of cancellation of the Contract.

4.2. The prices and rebates referred to in the Contract cannot be adjusted in favour of the Seller without the prior written consent of SCM.

4.3. Unless otherwise agreed, all prices mentioned in the Contract include packaging and any other costs necessary to prevent damage or devaluation of the Goods during standard transportation to the destination referred to in the Contract.

5. DELIVERY

5.1. Certificates, attestations and similar documents will be provided at delivery, including a complete dispatch notice stating the number of Goods, the weight and a description of the Goods as well as a purchase reference number and/or Contract reference number of SCM.

Two copies of the dispatch notice will be presented at the site and must be signed by an authorised person at SCM. A signed copy of this dispatch notice will serve as proof of delivery by the Seller.

5.2. Partial deliveries shall not be allowed unless accepted in writing by SCM. The Seller shall deliver the exact quantities specified in the Contract.

5.3. The Seller shall immediately inform the contact person at SCM in writing of the full details of any events, which may delay the delivery date as specified in the Contract. If the Seller fails to inform SCM, the Seller may not invoke a non-attributable failure to perform.

5.4. The method of delivery of the Goods shall be subject to the terms of the Contract in accordance with the most recent Incoterms. These Incoterms specify the party for whose account and risk the carriage of the Goods is.

Where the Contract does not specify this, the Goods shall be delivered carriage paid to SCM at Maastricht. Any rights and costs will be for the account of the Seller. Except where specified otherwise, SCM will determine the method of transportation.

6. TRANSFER OF OWNERSHIP

Transfer of ownership to the Goods shall take place at the moment of delivery. The Seller shall inform SCM in writing if the Goods to be delivered by the Seller are subject to rights other than the right of ownership.

7. INSPECTION

7.1. All deliveries to SCM are subject to inspection. SCM is entitled to inspect, control and/or test all Goods at any time and any place, for its own account, and the Seller is obliged to provide its cooperation. Inspection does not constitute actual delivery: Goods are considered to be delivered when physically received and approved after inspection by SCM. All defects will be communicated by SCM to the Seller in writing. In the event of a defect, paragraph 9 of these terms and conditions of purchase will apply.

7.2. SCM reserves the right to hold defective Goods until the Seller has given instructions or to return the Goods to the Seller at the Seller's expense. See also paragraph 9.2.

8. PAYMENT

All invoices must comply with Article 35 of the 1968 Turnover Tax Act (*Wet Omzetbelasting 1968*). The invoice must be

addressed to SCM and refer to the purchase order number, Contract number and/or order number.

The Seller is not entitled to increase the invoiced amount with extra costs such as a credit penalty surcharge or any other surcharge such as order costs or administration costs.

After receipt of the Goods without any defects including any required certificates stating that the Goods have passed quality inspection, SCM will pay a valid invoice no later than the agreed due date as of the date of receipt of the invoice, unless SCM has found a defect in the Goods prior to the due date.

Payment of an invoice does not imply immediate approval of the delivered Goods or performance of the Contract and therefore does not exempt the Seller from any guarantee and/or liability ensuing from the Contract or law.

SCM reserves the right to set off any and all claims it has on the Seller, whether or not due and payable or subject to a time limit or condition, against that which is outstanding by SCM to the Seller.

9. SCM RIGHTS

9.1. In the event the Seller does not, or is unable to deliver the agreed quantity of Goods within the agreed delivery time, and does not, or is unable to deliver the agreed quality of Goods according to paragraph 3.1, and does not, or is unable to comply with one or more of its obligations ensuing from the Contract, as well as if this non-compliance is due to bankruptcy or suspension of payments, any other insolvency proceedings or closure or liquidation, the Seller is in default by operation of law and SCM is entitled to:

a. Allow the Seller to remedy its non-compliance within a timeframe determined by SCM;

b. Have the defect repaired by either the Seller or a third party at the expense of the Seller;

c. Deduct 0.2% from the amount specified in the Contract for every day that the agreed delivery is outstanding. This does not discharge the Seller from its obligations under the Contract and SCM is under no obligation to show or prove the damage;

d. Receive compensation for all the expenses are it direct or indirect, that have arisen as a result of the defective performance of the Seller;

e. Unilaterally dissolve the Contract, in whole or in part, without any obligation to pay compensation, and to return the Goods that have been delivered at the risk and expense of the Seller.

All amounts owed by the Seller will be immediately due and payable in full.

No notice of default or legal action is required to secure the abovementioned rights. These rights can succeed each other, or can be combined. These rights do not restrict any other rights of SCM vis-à-vis the Seller.

9.2. In the case of Goods that are returned to the Seller for whatever reason, SCM will notify the Seller in writing stating the reason why these Goods are being returned. At the moment such notification is received by SCM, the risk of the Goods passes to the Seller. The Seller will arrange for transportation of the non-accepted Goods and is obliged, if the Goods have been prepaid by SCM, to fully refund this amount to SCM within 10 working days after receipt of the non-accepted Goods, subject to payment of 0.2% interest for each working day that this amount is outstanding.

10. NON-ATTRIBUTABLE BREACH

10.1. If an event of default as referred to in paragraph 9.1 is due to circumstances that could not be foreseen at the moment the Contract was signed, or that were not deliberately caused by the Seller, or that arose prior to the moment of delivery and that are not a professional risk of the Seller, the Seller may invoke a non-attributable breach. In such case, paragraph 9 is applied, with the exception of 9.1b, 9.1c and 9.1d.

10.2. If SCM is unable to comply with its duty to accept the Goods as stated in the Contract due to a non-attributable breach, the Seller must postpone delivery of the Goods until further notice by SCM. SCM may not be held liable to pay any compensation to the Seller.

11. LIABILITY

The Seller indemnifies and holds SCM harmless against the risk and consequences of injury or death of persons, or damage or loss of possessions of persons working or otherwise occupied on or outside the premises of SCM on behalf of the Seller.

For any damage caused to SCM by the activities of the Seller and/or third parties employed by the Seller, the Seller is obliged to pay compensation for this damage insofar as SCM bears no liability in whatever form for such damage.

12. PROPRIETARY INFORMATION

12.1. All equipment paid for or made available to the Seller, such as moulds, props, models, calibres, drawings, materials, tools, semi-finished products and/or other tools that have been especially acquired or manufactured for the performance of the Contract, will remain the property of SCM at all times.

SCM reserves the right to claim the return of such equipment at any time, regardless of whether it has been adapted or processed by the Seller, and will compensate the Seller for any outstanding costs.

12.2. The Seller will have the equipment referred to in 12.1 above on loan from SCM and keep it in its possession. The Seller must clearly mark this equipment as the property of SCM and notify third parties attempting recourse or seizure of the rightful ownership of SCM of the property.

In such cases, the Seller shall inform SCM immediately and SCM is entitled to directly reclaim the equipment at the

expense of the Seller and with the full cooperation of the Seller. It is expressly provided that the Seller has no right of retention to this equipment at any time, for whatever reason. The Seller may not use this equipment for any other purpose than the performance of the Contract or give permission to third parties to use this equipment.

13. GUARANTEES

13.1. The Seller guarantees that at the moment of transfer of ownership all installed and/or delivered parts shall work properly for the guarantee period referred to in the Contract. This does not include materials and appliances provided by SCM to the Seller.

13.2. During the guarantee period, the Seller guarantees that after SCM has promptly notified the Seller of all defects that are caused by unsound materials, incorrect installation, design errors or any other defect in the construction, manufacturing and/or design of the delivered Goods, that these Goods will be immediately replaced or repaired by the Seller at no cost.

13.3. The Seller further guarantees that these replaced or repaired Goods will fall under the same terms and conditions as the original Goods for the new guarantee period which will be the same as the duration of the guarantee period specified in the Contract.

The duration of the guarantee period for the other work specified in the Contract will be extended by a period equal to the period during which the Goods were not available as a result of the defect. The replaced or defective parts will be placed at the disposal of the Seller.

13.4. SCM reserves the right to have the defects provisionally repaired by a third party, in anticipation of a total repair or replacement by the Seller, in order to ensure the continuity of the operation of SCM without the guarantee expiring.

All costs for such provisional repairs or replacements will be repaid to SCM by the Seller.

13.5. Unless expressly agreed otherwise, repairs will be made on the installation site. Unless agreed otherwise, SCM will send all parts that show any defects that fall under this provision, to the Seller for repair or replacement.

13.6. All costs of transportation incurred by returning defective parts, in accordance with paragraph 13.5, as well as the transportation of the parts sent to be repaired or replaced, are at the risk and expense of the Seller.

All travel and accommodation expenses incurred by personnel of the Seller for making repairs at the installation site and the costs and risk of transportation of necessary materials and items of equipment to the installation site will be at the risk and expense of the Seller.

13.7. If the Seller fails to fulfill its obligations as referred to in this paragraph, or fails to act with the necessary dispatch after a demand being made, SCM reserves the right to make the necessary repairs or have a third party repair the defects at the expense of the Seller.

13.8. The guarantee of the Seller shall only apply to defects that occur under working conditions as set out in the Contract or under normal working conditions and the correct use of the Goods. The Seller must always prove that the working conditions were not normal or that the delivered Goods were not used correctly, in order to withhold its guarantee.

The Seller is not bound to guarantee normal wear and tear to the extent that no lifespan of the wear and tear of parts is guaranteed.

If the Seller has given SCM advice on the delivered Goods, the Seller shall guarantee the accuracy of such advice and indemnify SCM from any damage that SCM may suffer from the implementation of such advice.

14. GENERAL

14.1. The Seller may not, without the written consent of SCM, transfer or outsource an order to a third party or any part thereof.

14.2. The Seller guarantees that the delivered Goods do not infringe any patent rights or other intellectual or industrial property rights and indemnifies SCM against any such third-party claims.

14.3. In respect of the transportation and delivery of hazardous substances, the Seller guarantees that it will strictly comply with all relevant national and international laws and regulations on the transportation of such substances, especially all laws on safety and environmental hazards. Any information or advice given by SCM on these regulations shall not absolve the Seller from its obligation to abide by these laws and regulations.

14.4. The Seller shall keep strictly confidential all information of SCM acquired in the performance of the Contract and all information concerning SCM, in the widest sense of the word, including regulations, models, drawings, schedules and constructions, and not disclose this to third parties.

All data and information remains the property of SCM and will be returned in full, including copies, at the first request of SCM.

15. JURISDICTION

This Contract between SCM and the Seller shall be governed by Dutch law.

The competent Court in Maastricht shall be exclusively authorised to adjudicate in all disputes that may arise from or in connection with the Contract.