

General Delivery and Payment Terms and Conditions

Pleuger Techniek B.V., which has its registered seat in Eindhoven, and is established and has its office at (5626 DC) Eindhoven at Hooge Zijde No. 29 (P.O. Box 8780, 5605 LT Eindhoven)

Article 1, Definitions:

1. In these General Terms and Conditions the following terms have the meaning as defined, unless otherwise is expressly stated:

Pleuger Techniek:	Pleuger Techniek B.V., the party using these General Terms and Conditions
Opposite Party:	the opposite party of Pleuger Techniek
Agreement:	any agreement between Pleuger Techniek and the opposite party, in which aspects such as the goods to be delivered and/or the services to be provided are laid down.
Service Contract:	an agreement between Pleuger Techniek and the opposite party regarding servicing. Such an agreement has a duration of at least 1 year.

Article 2, General:

1. These General Terms and Conditions apply to all offers, quotations, work, orders and Agreements between Pleuger Techniek and Opposite Party, or their legal successors. The standard terms and conditions of Opposite Party shall apply only if they have been accepted by Pleuger Techniek, and such has been confirmed in writing.
2. These Terms and Conditions also apply to all Agreements with Pleuger Techniek whereby third parties must be engaged in order to fulfil the Agreement correctly.
3. If one or more of the provisions in these General Terms and Conditions become invalid or are nullified, the other provisions therein shall remain in full force. In that case, Pleuger Techniek and Opposite Party shall consult with one another in order to agree on new provisions in replacement of the invalid and/or nullified provisions. When drawing up those new provisions, the purpose and purport of the original provisions shall be observed as far as possible.

Article 3, Quotations:

1. Quotations by Pleuger Techniek are based on the information provided by Opposite Party. Opposite Party vouches that, to the best of its knowledge, it has provided all the information essential for the preparation, fulfilment and conclusion of the Agreement.
2. The quotations prepared by Pleuger Techniek are without obligation. Unless otherwise stated, they are valid for 30 days. Pleuger Techniek shall be bound by the quotations only if the acceptance thereof is confirmed in writing by Opposite Party within 30 days, unless otherwise stated. An Agreement between Pleuger Techniek and Opposite Party does not enter into force until receipt of the written confirmation by Opposite Party.
3. The prices in the mentioned quotations are inclusive of VAT and other government charges, as well as any costs to be incurred within the context of the Agreement, including delivery and administrative costs, unless otherwise stated.
4. If the acceptance derogates (in subordinate points) from the offer described in the quotation, it shall not be binding on Pleuger Techniek. In that case the Agreement shall not enter into force in accordance with said derogating acceptance, unless Pleuger Techniek states otherwise.
5. A composite quotation shall not oblige Pleuger Techniek to fulfil part of the Agreement against a corresponding part of the quoted price.
6. Quotations shall not automatically apply to future Agreements.
7. Any drawings, charts, recommendations, catalogues, lists of measurements and weights, etc. added to the quotation are intended for orientation purposes only and are not binding, unless the opposite is expressly stated.

Article 4, Prices:

1. Unless parties have agreed otherwise in writing, the rate for a service to be supplied by Pleuger Techniek shall be established on the basis of an hourly rate as stated in the quotation.
2. The rate of Pleuger Techniek includes the costs of secretarial duties and telephone costs. Travelling time is charged at 100% of the hourly rate. Travelling and accommodation costs are reclaimed as agreed in the quotation. With regard to all quotations, only the actual time spent shall be invoiced, and

if it is anticipated that the quoted sum is to be exceeded by more than 5%, expenses shall be claimed after consultation with Opposite Party.

3. Amounts are ex VAT.

4. If Pleuger Techniek agrees an hourly rate with Opposite Party, it shall nevertheless be entitled to raise that rate.

5. Pleuger Techniek is entitled to raise the rate agreed in the quotation - without prior written notification - with effect from January 1st of each calendar year by a maximum of the percentage established by CBS [Statistics Netherlands] (CPI for all households) of inflation in the preceding year.

6. In the event of a rise in prices not related to inflation, Pleuger Techniek shall be entitled to increase its prices, on the understanding that if after the date of the quotation the prices of the raw materials, shipments, materials or parts obtained by Pleuger Techniek from third parties are amended, for whatever reason, the selling price shall also be amended; this shall also apply if the wages, salaries, national insurance contributions, exchange rates, taxes, etc. are amended.

7. Pleuger Techniek shall notify Opposite Party in writing of its intention to raise the rate on the basis of Paragraph 6. It shall state the amount of the rise and the date when it takes effect in that notification.

8. If Opposite Party does not wish to accept the rise of the rate announced by Pleuger Techniek, Opposite Party shall be entitled to cancel the Agreement within two weeks of said notification, or to terminate the Agreement by the date stated in Pleuger Techniek's notification, when the amended rate would take effect.

Article 5, Payment conditions:

1. Payment must take place within thirty days of the invoice date, unless otherwise has been agreed by Pleuger Techniek and Opposite Party. Any objections against the invoiced amounts shall not suspend the payment obligation.

2. After the expiration date Opposite Party shall be in default, and Pleuger Techniek shall be entitled to charge the lawful interest. The interest on the amount due shall be calculated from the moment when Opposite Party is in default until the moment when the full amount has been paid, whereby part of a month shall be regarded as a full month.

3. If the default of payment continues for more than 1 month, Pleuger Techniek may suspend the Agreement until payment takes place.

4. In the event of the liquidation, bankruptcy, attachment or suspension of payments of Opposite Party, the amounts due by Opposite Party to Pleuger Techniek shall become payable on first demand.

5. Pleuger Techniek is entitled to allocate the payments made by Opposite Party first of all to the reduction of the costs, then to the reduction of the accumulated arrear interest, and finally to the reduction of the principal sum and the accrued interest. Pleuger Techniek may reject an offer to pay without being in default as a result thereof, if Opposite Party designates a different order for the allocation. Pleuger Techniek may reject the full repayment of the principal sum, if the accumulated arrear interest and the accrued interest, as well as the costs, are not paid at the same time.

6. If Opposite Party fails to comply with its obligations, all the collection costs incurred, both legal and non-legal, shall be payable by Opposite Party.

Article 6, Delivery terms:

1. The delivery term is understood to mean the deadline defined in the Agreement, within which the service or the goods is/are to be delivered. The aforementioned deadline shall never be regarded as an absolute deadline; default shall not occur by law. Pleuger Techniek shall therefore be in default only after expiry of the reasonable further deadline set by Opposite Party.

2. The delivery term enters into force on the first working day following the day when Pleuger Techniek has received the confirmation from Opposite Party (c.f. Article 3, Paragraph 2 of these General Terms and Conditions), but not until all the data necessary for the fulfilment of this Agreement are in possession of Pleuger Techniek.

3. With regard to the delivery term, the goods shall be regarded as delivered when they, or the most important parts thereof (such to be assessed in fairness by Pleuger Techniek), have been accepted by Opposite Party.

4. If parties have agreed that Pleuger Techniek shall assemble the goods to be delivered, the goods shall be regarded as delivered, with regard to the delivery time, immediately after the goods or the most important parts thereof have been set up on location and are ready for operation (such to be assessed in fairness by Pleuger Techniek).

5. If Opposite Party does not accept or does not take receipt of the goods, the delivery shall nevertheless be regarded as having taken place.

Article 7, Assembly:

1. If Parties have agreed that Pleuger Techniek shall assemble the goods or shall deliver them ready for operation, such shall always exclude any hacking, breaking, digging, earthworks, painting, carpentry, concreting, bricklaying or other such work of whatever nature, unless otherwise has been expressly agreed in writing.
2. Opposite Party shall ensure the following in good time:
 - a. the assembly of the work as agreed between parties is not delayed because any other work, which does not form part of the order issued to Pleuger Techniek, has not been completed in good time;
 - b. the building where the assembly takes place is made available to Pleuger Techniek in a finished, dry and broom clean condition;
 - c. there is reasonable access for the supply of materials;
 - d. a connection to the energy grid is available at the location where the work is to be undertaken, and that Pleuger Techniek does not need a permit to that effect.
3. Any costs arising from the failure to comply with the obligations included in Article 7, Paragraph 2 of these General Terms and Conditions properly and in good time shall be entirely at the expense and risk of Opposite Party.

Article 8, Risk:

1. The risk of loss or damage to the goods that are the subject of the Agreement shall be transferred to Opposite Party the moment when they are legally and/or actually delivered to Opposite Party, and are therefore in the power of Opposite Party or third parties to be allocated by Opposite Party.
2. In the event that the system or part thereof is put into use by or at the request of Opposite Party prior to its definitive transfer, such shall be done entirely at the expense and risk of Opposite Party.

Article 9, Retention of title:

1. All the goods delivered by Pleuger Techniek, including any designs, sketches, drawings, films, software, (electronic) files, etc. remain the property of Pleuger Techniek until Opposite Party has complied with all the obligations from all the Agreements concluded with Pleuger Techniek.
2. Opposite Party is not entitled to pledge the goods subject to the retention of title or to encumber them in any other way.
3. If third parties confiscate the goods delivered under retention of title or wish to vest rights in them or derive rights from them, Opposite Party shall be obliged to notify Pleuger Techniek thereof as soon as can be reasonably expected.
4. Opposite Party commits itself to insure the goods delivered under retention of title and to keep them insured against fire, damage as a result of explosion and water damage as well as theft, and to present the policy of that insurance for inspection immediately when requested.
5. The goods delivered by Pleuger Techniek which are subject to the retention of title under Paragraph 1 of this article, may be sold to others only within the context of normal business operations, and may never be used as a means of payment.
6. Insofar as Pleuger Techniek wishes to exercise its rights of ownership as referred to in this article, Opposite Party hereby gives its unconditional and irrevocable permission to Pleuger Techniek or third parties to be appointed by it to access any locations where the goods owned by Pleuger Techniek are located and to retrieve those goods.

Article 10, Investigation, claims and complaints:

1. Any claims regarding the services supplied must be reported in writing to Pleuger Techniek by Opposite Party within eight days of the delivery date, but no later than within two weeks after Opposite Party has become aware of the fault. The proof of default must contain a description of the fault which is as detailed as possible, so that Pleuger Techniek shall be able to respond adequately.
2. If a complaint is well founded, Pleuger Techniek shall deal with the fault in a suitable way, so that the situation is rectified in accordance with the Agreement, unless Opposite Party can demonstrate that this is no longer meaningful. The latter must be acknowledged by Opposite Party in writing.
3. If rectifying the fault is no longer possible or meaningful at that stage, Pleuger Techniek shall be liable only within the limits of Article 14.

4. Opposite Party shall not be entitled to suspend its compliance with its obligations on the basis of a submitted claim.

Article 11, Fulfilment of the Agreement and the engagement of third parties therein:

1. Pleuger Techniek shall undertake the work within the context of the Agreement to its best insight, expertise and ability.
2. Insofar as such is required for the proper fulfilment of the Agreement, Pleuger Techniek shall be entitled to outsource (parts of) the work to third parties. Pleuger Techniek shall do so in consultation with Opposite Party. Pleuger Techniek shall do everything within its power to ensure that the agreed obligations and quality are met.
3. Pleuger Techniek does not accept any liability for the work undertaken by third parties, insofar as those parties have concluded an Agreement with Opposite Party independently.
4. Pleuger Techniek shall not be liable for any damage, of whatever nature, caused by the fact that it has based itself on incorrect and/or incomplete data provided by Opposite Party, unless Pleuger Techniek should have been aware of such incorrectness or incompleteness.
5. If it has been agreed that the Agreement shall be fulfilled in stages, Pleuger Techniek shall be able to postpone the fulfilment of those elements that form part of a subsequent stage until Opposite Party has approved the results of the preceding stage in writing.
6. If Pleuger Techniek or third parties engaged by Opposite Party under the terms of the Agreement undertake work at the location of Opposite Party or at a location as specified by Opposite Party, the latter shall provide, free of charge, the facilities as required within reason by that staff.

Article 12, Force majeure:

1. Parties are not obliged to comply with any obligation if they are hampered in their fulfilment thereof as a consequence of a circumstance which is beyond their control, and for which they are not accountable under the law, a legal act or the prevailing ideas in that respect.
2. For the purpose of these General Terms and Conditions, force majeure is understood to mean those circumstances regarded as such by the law and in jurisprudence, as well as all exterior causes, anticipated or not anticipated, on which Pleuger Techniek has no influence but which prevent it from fulfilling its obligations. Work interruptions at Pleuger Techniek's company, including illness and/or incapacity, are included therein.
3. Pleuger Techniek shall also be entitled to invoke force majeure if the circumstance that prevents (further) compliance occurs after the time by which Pleuger Techniek should have complied with its obligations.
4. Parties may suspend their obligations under the Agreement for the period that the force majeure situation continues to exist. If that period exceeds two months, each of the parties shall be entitled to dissolve the Agreement, without being obliged to pay any damages to the other party.
5. Insofar as Pleuger Techniek at the time of the commencement of the force majeure situation has already complied in part with its obligations under the Agreement or it is still be able to do so, and the part complied with and/or to be complied with has an independent value, Pleuger Techniek shall be entitled to invoice the part already complied with and/or the part still to be complied with separately. Opposite Party must pay that invoice as if it were a separate order.

Article 13, Guarantee:

1. Pleuger Techniek guarantees the quality of the goods it has delivered for a period of 12 months following their delivery, on the understanding that it shall repair and renew any parts that are missing or have become faulty during that period, provided that they have been sent carriage paid, if such is due to insufficient or incorrect construction or the use of inferior materials.
2. If, for whatever reason, guarantee work has to be undertaken outside the company's premises, the travel and accommodation costs and any further additional costs shall always be payable by Opposite Party, unless the goods have been assembled on location by Pleuger Techniek.
3. Any consequences of normal wear and tear, accidents, ill intentions, negligence, insufficient and/or wrong lubrication are excluded from this guarantee.
4. With regard to any goods that have not been manufactured by Pleuger Techniek, the same guarantee applies as that provided by its supplier.
5. Any parts that are exchanged as a consequence of guarantee obligations become the property of Pleuger Techniek at the location.
6. Materials that are not new and have been made available by Opposite Party shall never be subject to the guarantee provisions.

7. Pleuger Techniek shall be held to undertake repairs under guarantee only if they can take place within the Netherlands.

8. The guarantee shall be cancelled if the system has been repaired during the guarantee period by Opposite Party or parties other than Pleuger Techniek.

9. Pleuger Techniek shall no longer be held to any guarantee if Opposite Party fails to comply with its obligations from the concluded Agreement properly or fails to do so in good time.

Article 14, Liability:

1. With the exception of compliance with its guarantee obligation in accordance with the previous article, Pleuger Techniek shall not have any further liability towards Opposite Party.

2. If Pleuger Techniek provides any help and assistance of whatever nature without having been instructed to undertake assembly tasks, such shall take place at the risk of Opposite Party.

3. Each Agreement to supply services accepted by Pleuger Techniek entails a commitment. In such cases, Pleuger Techniek can never be held responsible for non-achieved results. Pleuger Techniek shall be liable only for any nonconformities in the fulfilment of the Agreement that are the consequence of a lack of care or expertise when issuing advice and fulfilling the Agreement.

4. If Pleuger Techniek is liable for any direct damage, such liability shall have an upper limit of the invoice amount. Such liability shall always have an upper limit of the amount of the payment to be made by Pleuger Techniek's insurer on that specific occasion.

5. In derogation from the provision of Paragraph 4 of this article, liability shall be limited further to the part of the price payable over the last six months in the event that the Agreement has a duration of more than six months.

6. It shall not be possible under any circumstance to claim any payment for damage caused by the loss of income by Opposite Party (irrespective of the reason for such loss) or for any indirect damage or consequential damage.

Article 15, Cancellation of a Service Contract:

1. A Service Contract is concluded for the period of one year, unless parties have mutually agreed otherwise. Premature cancellation is not possible.

2. After expiry of the contract period, the Service Contract shall be automatically renewed for a period of the same length.

3. Cancellation of the Service Contract, by either Pleuger Techniek or Opposite Party, must take place by means of a registered letter. Both parties must observe a cancellation period of three months.

Article 16, Suspension and dissolution:

1. Pleuger Techniek shall be authorised to suspend its compliance with the obligations or to dissolve the Agreement, if:

- a. Opposite Party fails to comply with the obligations from the Agreement in full or in part;
- b. after concluding the Agreement, Pleuger Techniek finds out about circumstances which provide well-founded reasons to fear that Opposite Party is going to fail to comply with its obligations. If there are well-founded reasons to fear that Opposite Party is not going to observe its obligations in full or properly, suspension shall be permitted only insofar as such is justified by the nonconformity.
- c. Opposite Party was requested, on concluding the Agreement, to provide assurance for its compliance with its obligations from the Agreement and that assurance has not been provided or is insufficient.

2. Pleuger Techniek shall also be authorised to dissolve the Agreement if any circumstances occur that are of such a nature that compliance with the Agreement becomes impossible or compliance can no longer be required within reason and in fairness, or if any other circumstances occur which are of such a nature that maintaining the Agreement without amendment cannot be expected within reason.

3. In the event that the Agreement is dissolved, the sums to be received by Pleuger Techniek from Opposite Party shall become payable on first demand. If Pleuger Techniek suspends its compliance with the obligations, it shall retain its rights under the law and the Agreement.

4. Pleuger Techniek shall retain its right to claim compensation at all times.

Article 17, Confidentiality:

1. Both parties are under an obligation to observe confidentiality as regards any confidential information they have acquired from each other or from another source within the context of their Agreement. Information shall be regarded as confidential if it has been described as such by the other party, or if such is evident from the nature of the information.

2. If, under a legal provision or a legal decision, Pleuger Techniek is obliged to provide confidential information to third parties as defined by the law or the competent court, and it cannot appeal to a right

to refuse which is recognised or permitted under the law or by the competent court, it shall not be held to pay any compensation or indemnification, and Opposite Party shall not be entitled to dissolve the Agreement on the basis of any damage resulting therefrom.

Article 18, Intellectual property and copyrights:

1. Without prejudice to the other provisions in these General Terms and Conditions, Pleuger Techniek reserves the rights and powers to which it is entitled under the Auteurswet [Copyright Act].
2. Any models, methods and instruments developed and/or used by Opposite Party for the fulfilment of the Agreement are and shall remain the property of Pleuger Techniek. Their publication or disclosure by any other means shall be allowed only after written permission to that effect from Pleuger Techniek.
3. All the documents provided by Pleuger Techniek, such as reports, recommendations, orders, designs, sketches, drawings, software, etc. for the benefit of Opposite Party may be used and multiplied by Opposite Party for the purpose of its own use within its own organisation. Opposite Party may not publicise or disclose to third parties any documents provided by Pleuger Techniek, unless otherwise is evident from the nature of the provided documents.
4. Pleuger Techniek reserves the right to use the increased knowledge it has as a consequence of undertaking the work, insofar as such does not involve the disclosure of confidential information to third parties.

Article 19, Disputes:

1. Both parties declare that they elect domicile for the fulfilment of the Agreement between parties at the location where Pleuger Techniek is established. Any legal claims arising from the underlying Agreement shall be presented to the Cantonal Court or District Court, depending on which court has absolute competence, in the canton or district where Pleuger Techniek is established. The courts mentioned are the only legal institutions that can take cognisance of legal claims.

Article 20, Governing law:

1. All Agreements between Pleuger Techniek and Opposite Party shall be governed by Dutch law, even if Opposite Party resides or is established abroad.

Article 21, Amendments:

1. These Terms and Conditions were deposited with the registry of the District Court in 's-Hertogenbosch on 23-01-1986 under Number 20/86. The version that has been deposited most recently or the version that was applicable at the time when the Agreement entered into force shall apply.