

TRANSLATION of the "Algemene verkoop- en leveringsvoorwaarden voor de technologische industrie". Only the Dutch text of these conditions is authentic. In case of ambiguities or doubts as to the meaning of a certain part or paragraph or differences with the Dutch text, the Dutch text will be decisive.

General conditions of sales and delivery for the technological industries

filed with the Registry of the Court of The Hague on April 16, 2010 under No. 29/2010

Issued by the Association FME-CWM, P.O. Box 190, 2700 AD ZOETERMEER

Article I General

1. When these conditions are part of tenders and agreements concerning the performance of deliveries and/or services by the contractor, all clauses of these conditions shall be operative between the parties, insofar there has been no explicit written amendment by both parties. A reference by the purchaser to his own conditions of purchase or other conditions will be dismissed outright by the contractor.
2. In these conditions
 - 'product' shall mean goods as well as services, such as maintenance, advice and inspection.
 - 'written' shall mean communication by document signed by the parties, or by letter, fax, electronic mail and by such other means as are agreed by the parties
 - 'the contractor' shall mean everyone who refers to these conditions in his tender or confirmation;
 - 'the purchaser' shall mean those to whom said tender or confirmation is addressed made;In these conditions,
 - 'service' shall also mean the contracting of work.

Article II Tender

1. Every tender made by the contractor is without engagement.
2. Every tender is based on the execution of the agreement by the contractor under normal circumstances and during normal working hours.

Article III Agreement

1. If an agreement has been entered into in writing, it is entered into on the day the contract is signed by the contractor, or the day the written order confirmation has been mailed by the contractor respectively.
2. By 'additional work' is meant everything the contractor, in consultation with the purchaser, whether in writing or not, delivers and/or installs during the performance under the agreement exceeding the quantities explicitly laid down in the contract or in the order confirmation, or if the contractor performs more activities than explicitly laid down in the contract or order confirmation.
3. Verbal promises by and arrangements with employees of the contractor shall only bind the contractor in the case of having been confirmed as such by the latter in writing.

Article IV Pricing

1. In the prices given by the contractor VAT and other government levies and taxes on sales and deliveries are excluded. These prices are based on delivery ex works according to Incoterms in force on the date of tender, except for stipulations in the present conditions to the contrary. 'Works' refers to the premises of the contractor.

2. If one or more elements of cost price are subject to an increase after the date of entering into the agreement - even if this occurs due to foreseeable circumstances - the contractor is entitled to increase the agreed-upon price accordingly.
3. In the agreement the authority of the contractor is included to separately charge extra work done by him, as soon as the amount to be charged is known to him. The rules in paragraph 1 and paragraph 2 of this article apply accordingly to the calculation of extra work.
4. Cost estimates and plans are not charged separately, unless otherwise agreed upon. If the contractor should make new drawings, calculations, descriptions, models or tools, etc. for possible repeat orders, costs will be charged.
5. Packaging will not be included in the price and is charged separately. Packaging is not taken back.
6. Costs of loading and unloading and of transportation of raw materials, semi-manufactures, models, tools, and other goods made available by the purchaser are not included in the price and are charged separately. Costs paid for by the contractor in this respect are regarded as an advance payment at the expense of the purchaser.
7. If the contractor has agreed to install a product, the price includes installation and ready-for-use delivery of the product at the address mentioned in the tender, as well as all costs, except for those costs which are not included in the price according to the preceding clauses or which are mentioned in article VII. Costs made due to weather conditions in which it is impossible to work will be charged.

Article V Drawings, calculations, descriptions, models, tools, etc.

1. Information provided in catalogues, illustrations, drawings, data on size and weight, etc. are only binding if and insofar they are explicitly laid down in a contract signed by the parties or a confirmation of the order signed by the contractor.
2. Tenders issued by the contractor, as well as drawings, calculations, software, descriptions, models, tools, etc. produced or provided by the contractor remain his property, even in the case of costs having been charged. The intellectual property of the information contained within same or based upon methods of production and construction, products etc. remains exclusively reserved to the contractor, even if costs have been charged. The purchaser shall see to it that, except for performance under agreement, information given is only copied, shown, made known to or used by third parties with written permission by the contractor.

Article VI Term of delivery

1. The term of delivery starts to run at the latest of the following points in time:
 - a. the day the agreement is entered into;
 - b. the day the contractor receives the documents, information, licences etc. necessary for performing the order;
 - c. the day the formalities required for commencing the work have been fulfilled;
 - d. the day the contractor receives the amount that was agreed to be paid in advance before work will be commenced under the agreement.

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If a date or week of delivery is agreed upon, the term of delivery shall be the period between the date the agreement is entered into and the date or the end of the week of delivery, respectively.

2. The term of delivery is based on the working conditions at the time the agreement is entered into and on timely delivery of the materials necessary for performing the work ordered by the contractor. If any delay might occur due to change in the said working conditions, for which change the contractor is not to blame, or because materials ordered timely for the execution of the work are not delivered on time, the time for delivery shall be extended for as long as necessary.
3. With regard to the term of delivery the product is deemed to be delivered when it is ready for testing, if testing in the premises of the contractor has been agreed upon, and in other cases when it is ready for shipment, all this after the purchaser has been given notice in writing and without prejudice to the obligation of the contractor to fulfil possible installation obligations.
4. Without prejudice to other clauses in these conditions regarding extension of the time for delivery, the time for delivery is extended for the duration of the delay which arises on the side of the contractor when the purchaser has not met some obligation resulting from the agreement or has not cooperated as could be demanded from him with respect to the performance under the agreement.
5. Exceeding the term of delivery does not entitle the purchaser to terminate the agreement completely or partly, unless the term is exceeded by more than 16 weeks, or the contractor indicates that the term will be exceeded by more than 16 weeks. In either of the above cases, the purchaser may terminate the agreement through a written statement to the contractor, and is then entitled to a reimbursement of the fees already paid to the contractor, as well as compensation for the damages resulting from the delay, up to a maximum of 15 percent of the agreed upon price of the product. Unless the purchaser makes use of this aforementioned right of termination, exceeding the term of delivery -for whatever reason- does not entitle the purchaser to perform work or to have work performed under the agreement without the Court's leave.

Article VII Installation

1. If both parties have agreed to the contractor installing the product, the purchaser is responsible towards the contractor for the correct and timely execution of all installations, provisions and/or conditions necessary for the erection of the product to be installed and/or for the correct operation of the installed product. This does not apply if this execution is performed by or on behalf of the contractor according to data presented and/or drawings made by or on behalf of the latter.
2. Without prejudice to the provisions sub 1, the purchaser, if both parties have agreed to the contractor installing the product, shall in any case see to it at his own expense and risk that:
 - a. employees of the contractor can commence and continue their work during normal working hours from the moment they arrive at the place of installation and, moreover, if the contractor deems it necessary, outside of normal working hours provided that the purchaser has been notified in time;
 - b. suitable accommodation and/or all provisions under Government ordinances, the agreement and common use will be available to the employees of the contractor;
 - c. the access routes to the place of installation are fit for the required transportation;
 - d. the assigned place of erection is fit for storage and installation;
 - e. the necessary lockable depositories for materials, tools and other goods are available;
 - f. the necessary and usual workmen, auxiliary tools, auxiliary and industrial materials (fuels, oils and greases, cleaning and other small materials, gas, water, electricity, steam, compressed air, heating, lighting, etc. included), and the usual measuring and testing instruments of the company of the purchaser are in the right place at the disposal of the contractor on time and free of charge;
 - g. all necessary safety and precautionary measures have been taken and shall be maintained, and that all measures have been taken and shall be maintained in order to satisfy the appropriate Government regulations with respect to installation;
 - h. the mailed products are at the right place at the beginning of and during the installation.

3. Damages and costs which arise because the conditions stated in this article have not been fulfilled or have not been fulfilled on time are for the purchaser's account.

4. With regard to time for assembly and installation, article VI applies accordingly.

Article VIII Inspection and acceptance test

1. The purchaser shall inspect the product at the latest within 14 days after delivery as stated in article VI sub 3 or -if installation has been agreed upon- at the latest within 14 days after installation. If this term passes without written and specified notification of well-founded complaints, the product is assumed to have been accepted.
2. If an acceptance test has been agreed upon, the purchaser shall give the contractor the opportunity to perform the necessary tests and to apply those improvements and modifications which the contractor finds necessary after delivery/receipt as stated in article VI sub 3 or, if installation has been agreed upon, after installation. The acceptance test shall be performed immediately upon request of the contractor in the presence of the purchaser. If the acceptance test has been performed without specified and well-founded complaints, and if the purchaser does not meet said obligations, the product is assumed to have been accepted.
3. The purchaser shall put the necessary facilities, including those referred to in art. VII sub 2 f, as well as representative samples of materials to be processed in sufficient quantities, on time, free of charge and in the right place at the disposal of the contractor for the acceptance test and for possible other tests, in order to simulate the circumstances of use of the product anticipated by the parties to the greatest extent possible. If the purchaser does not fulfil this, paragraph 2, the last sentence, applies.
4. In case of minor deficiencies, especially those which hardly or do not at all influence the anticipated use of the product, the product will be assumed to have been accepted despite these deficiencies. The contractor shall remedy such deficiencies as yet as soon as possible.

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5. Without prejudice to the warranty obligations of the contractor the acceptance according to the preceding paragraphs will exclude any claim of the purchaser for deficiencies in the performance of the contractor.

Article IX Transition of risk and ownership

1. As soon as the product has been delivered in the definition of art. VI sub 3, the purchaser bears the risk for all direct and indirect damage that may occur on or on account of this product, except insofar the damage is the result of the contractor's executive employees' intention or purposeful recklessness. If the purchaser remains in default for taking-over the product after having received a notice of default, the contractor will be entitled to charge all costs of storage of the product to the purchaser.
2. Without prejudice to the last paragraph and the provisions of article VI sub 3, the ownership of the product passes to the purchaser only when all debts of the purchaser to the contractor for deliveries or work, including interest and costs, have been paid for in full.
3. The contractor shall have, where appropriate, the right of unhindered access to the product. The purchaser shall give all cooperation to the contractor in order to provide the contractor the opportunity to execute the retention of ownership as stated in paragraph 2 by taking back the product, dismantling included if necessary.

Article X Payment

1. Unless otherwise agreed, payment of the price agreed upon will be made in two terms:

1/3 (one third) at the latest within 7 days after formation of the agreement;
2/3 (two thirds) at the latest within 14 days after delivery under art.VI sub 3.
2. Payment of additional work shall take place as soon as the purchaser has been charged for this.
3. All payments shall be made by the means of payment stipulated by the contractor and without any deduction or setting-off.
4. If the purchaser does not pay within the period agreed upon, he is considered in default by right and the contractor may without any notice of default charge interest at a rate of 3 points above the statutory interest in force in The Netherlands (as set out in arts. 6:119a and 6:120 sub 2 of the Dutch Civil Code) counting from the expiry date as well as all judicial and extrajudicial costs in connection with the claim.

Article XI Warranty

1. Without prejudice to the following restrictions, the contractor guarantees the quality of the product (that is, not a service) he delivered as well as the quality of the materials used and/or delivered for the product, insofar defects to the delivered product are concerned which cannot be detected at inspection or acceptance test respectively, of which the purchaser proves that these have arisen within 6 months after delivery under article VI sub 3 solely or mainly as a direct consequence of a defect in the construction applied by the contractor or due to inadequate workmanship or use of bad materials.

2. Paragraph 1 applies accordingly to defects which cannot be detected at inspection or acceptance test respectively caused solely or mainly by poor installation by the contractor. If the contractor performs installation of the product, the term of warranty of 6 months sub 1 goes into effect on the day the installation has been completed by the contractor, whereas in that case the term of warranty ends in any case when 12 months after delivery under article VI sub 3 have passed.

3. The defects falling under the warranty sub 1 and 2 will be removed by the contractor by repair or replacement of the defective part, whether or not in the premises of the contractor or by mailing a part for replacement, this always at the contractor's discretion. All costs that go beyond the sole obligation as described in the preceding sentence, such as, but not restricted to, costs of transportation, costs of travelling and accommodation and costs of disassembly and assembly are at the expense of the purchaser. For repaired or replaced components, a new term of warranty of 6 months is in effect, although the term of warranty ends in any case when 12 months after delivery under article VI sub 3 have passed, or in the case of sub 2, as soon as 18 months have passed.

4. With respect to repair work or revision or other services performed by the contractor beyond the warranty obligations, warranty is only given on the quality of the performance of the activities ordered unless otherwise agreed, this for a period of 6 months. This warranty holds that the contractor has the sole obligation in case of defects to perform the work again, insofar this proves to be defective. The second full sentence of paragraph 3 applies accordingly. In that case, a new term of warranty of 6 months is in effect, although the term of warranty ends in any case 12 months after performance of the initial work.

5. No warranty is given with respect to inspections, advice and similar activities by the contractor.

6. In any case not included in the warranty are defects which arise from or are completely or partly caused by:

- a. not taking into account the operating and maintenance instructions or other than anticipated normal use;
- b. normal wear and tear;
- c. installation or repair by the purchaser or by third parties;
- d. the application of any Government regulation regarding the nature or the quality of the applied materials;
- e. used materials or goods respectively used in consultation with the purchaser;
- f. materials or goods which the purchaser has given to the contractor to be processed;
- g. materials, goods, methods and constructions insofar applied at explicit instruction of the purchaser, together with materials and goods delivered by or on account of the purchaser;
- h. parts the contractor has received from third parties, insofar as the third party has not given any warranty to the contractor, or the warranty of the third party has expired.

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7. If the purchaser does not, not adequately or not timely meet with an obligation resulting from the agreement with the contractor or an agreement related to it, the contractor is not held to any warranty for any of these agreements. If the purchaser proceeds to or has someone proceed to any dismantling, repair or other work concerning the product without prior written approval by the contractor, every claim resulting from the warranty ceases to exist.
8. Complaints for defects should be made in writing as soon as possible after discovery of the defects, yet at the latest within 14 days after the term of warranty has expired. Exceeding these terms results in expiration of every claim against the contractor relating to these defects. Legal action should be instigated within 1 year after timely complaint under penalty of expiration.
9. If the contractor replaces parts/products to fulfil his obligations under the warranty, the replaced parts/products become property of the contractor.
10. Alleged neglect on the part of the contractor to fulfil his obligations of warranty does not relieve the purchaser from his obligations which arise from any agreement entered into with the contractor.

Article XII Liability

1. The contractor's liability is limited to fulfilment of the warranty obligations described in article XI of these conditions. If the contractor is unable to fulfil his obligations as set out in art. XI within a reasonable term, the purchaser can, by written notification, set out a final, suitable term for the contractor to follow through on his obligations. If the contractor fails to fulfil his obligations within such final term, the purchaser may, at the expense and risk of the contractor, himself undertake or employ a third party to undertake necessary remedial works. Where successful remedial works have been undertaken by the purchaser or a third party, reimbursement by the Contractor of reasonable costs incurred by the purchaser shall be in full settlement of the contractor's liabilities for the said defect, provided that under no circumstance shall such reimbursement exceed 15 percent of purchase price of the delivered product.
2. Where the defect has not been successfully remedied as stipulated under sub 1,
 - a) the purchaser is entitled to a reduction of the purchase price in proportion to the reduced value of the product, provided that under no circumstance shall such reduction exceed 15 per cent of the purchase price of the delivered product, or
 - b) where the defect is so substantial as to significantly deprive the purchaser of the benefit of the contract, the purchaser may terminate the contract by written notice to the contractor. The purchaser is then entitled to a refund of the paid price for the delivered product and to a compensation for the loss he has suffered up to a maximum of 15 per cent of the purchase price of the delivered product.
3. Save for intention or purposeful recklessness on the part of the contractor's executive employees' and save for the provisions in art. VI sub 5 and subs 1 and 2 of this article, all liability of the contractor for deficiencies in the delivered product and the delivery, such as damages through exceeding the term of delivery, non-delivery, damage as a result of liability towards a third party, for consequential loss and other indirect damage and for damage as a result of unsound handling or negligence by (employees of) the contractor, is excluded.

4. Therefore, the contractor is also not liable for:
 - infringement of patents, licences or other rights of third parties as a result of the use of information presented by or on behalf of the purchaser;
 - damage or loss, from whatever cause, of raw materials, semi manufactures, models, tools, and other goods made available by the purchaser.
5. If the contractor provides help and assistance of whatever kind at installation without having installation assigned to him, this will be at the risk of the purchaser.
6. The purchaser is bound to hold the contractor harmless respectively to indemnify the contractor for all claims for damages made by third parties.

Article XIII Force majeure

In these General conditions for delivery, 'force majeure' means every circumstance independent of the contractor's intention -even if this could already be anticipated at the time the agreement was entered into- which may permanently or temporarily prevent performance of the agreement, and, insofar as not already included, war, danger of war, civil war, terrorism, riots, strikes, lock out, traffic disturbances, fire and other serious disruptions in the business of the contractor or his suppliers.

Article XIV Suspension and termination

1. In case the agreement cannot be performed as a result of force majeure the contractor has the right either to suspend the performance of the agreement for at the most 6 months or to terminate the agreement in whole or partly, all this without taking the matter to Court and without being held liable for damages. During the suspension the contractor is free to and at the end of the suspension he must choose either for performance, if possible, or for complete or partial termination of the agreement.
2. In case of suspension as well as in case of termination sub 1, the contractor has the right to demand immediate payment of the raw materials, materials, parts and other goods he has purchased, reserved, processed and produced for the performance of the agreement, this for the value that should be reasonably pertaining thereto. In case of termination sub 1, after payment of the amount due according to the preceding full sentence, the purchaser is bound to accept the goods included therein, whilst failing to do so will give the contractor the right to store these goods at the expense of and for the risk of the purchaser or to sell or destroy these goods at the expense of the purchaser.
3. If there are good reasons to fear that the purchaser is not able or will not be able to fulfil his contractual obligations towards the contractor, and in case of bankruptcy, suspension of payment, shutting down, liquidation or partial assignment -whether or not as a security- of the company of the purchaser, including assignment of an important part of his receivables, the contractor has the right to demand of the purchaser suitable securities on the contractual obligations of the latter. In the absence of such securities, the performance of these agreements may be suspended by contractor. In the absence of securities from the purchaser within a reasonable term as defined by the contractor, the contractor has the right to completely or partially terminate the suspended agreement(s). The contractor has this right in addition to his other rights based on the law, the agreement and these general conditions.

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4. If the purchaser does not, does not adequately or does not timely fulfil any obligation which results from the agreement entered into with the contractor or from an agreement related to same, the contractor also has the right to suspend or terminate the agreement(s).

5. In case of suspension based on sub 3 or sub 4, the contractor has the right to store the raw materials, materials, parts and other goods purchased, reserved, processed and produced for the performance of the agreement at the purchaser's expense and risk. In case of termination based on sub 3 or sub 4, the previous full sentence also applies, and it is understood that the contractor can choose for, instead of storage, sale or destruction at the expense of the purchaser. In case of suspension or termination based on sub 3 or sub 4 the contractor is entitled to full compensation for damages, but contractor cannot be held liable for any compensation for damages.

Article XV Disputes

1. All disputes that might arise as a result of an agreement to which these conditions for delivery apply completely or partly, or as a result of further agreements which are a consequence of such an agreement, shall be settled by a certified Dutch common judge. If the law does not provide for the qualifications of a Dutch judge, the court of the local department of the contractor will be empowered.

Article XVI Applicable law

All agreements to which these conditions fully or partly apply shall be governed by Netherlands law, prevailing for the Kingdom in Europe. The application of the United Nations Convention on contracts for the international sales of goods (CISG) is dismissed.