

General terms of delivery and terms of payment Wesma Systems B.V.

Article 1. General

- 1a. These terms and conditions shall be applicable to all the quotations and agreements of Wesma Systems B.V., hereinafter to be referred to as "Wesma", to and with its customers, unless otherwise has explicitly been agreed upon in writing by Wesma.
- 1b. Should in any agreement with a customer explicitly be deviated from these terms and conditions, all the stipulations, from which has not explicitly been deviated, shall remain in full force.

Article 2. Quotations

- 2a. All the offers made by Wesma shall be without engagement and the prices shall be exclusive of V.A.T., import duties and other impositions imposed by the authorities. Wesma shall always be authorized to apportion any legal increase of the V.A.T., import duties and other impositions to the buyer.
- 2b. The quotations shall be valid for a period of time of one month and as commencing date the date of the quotation shall be decisive.
- 2c. The sizes and the distinguishing marks of the products according to folders, designs and drawings, attached to the quotation shall exclusively serve as information, without any guarantee for complete exactness.

Article 3. Making and contents of the agreement

- 3a. An agreement shall only be made by a written confirmation of it by Wesma, also if oral or telephonic arrangements should have preceded said agreement.
- 3b. Representations, catalogues, drawings and data about measurements and weights, issued by Wesma, and also times of delivery indicated by Wesma, shall be indicative and shall not be binding for Wesma.
- 3c. Activities, other than activities specified in the agreement, shall be apportioned to the buyer at the rates and tariffs valid for Wesma. These prevailing rates and tariffs shall always be obtainable from Wesma on request at any time.
- 3d. Wesma shall at all times be authorized, both at the commencement and during the period of time of execution of the agreement, to suspend the compliance with its obligations, until the point of time that the buyer, on the request and to the satisfaction of Wesma, has provided security for the compliance with all the obligations of the former in respect of the agreement.
- 3e. In case of bankruptcy of the buyer, or in case the buyer has filed a petition for an official moratorium, or attachment has been made which is chargeable to the buyer or buyer's company has been liquidated, all the claims by Wesma shall be immediately due, without prejudice to the right of seller to make use of the latter's reservation of property.

Without any prior demand or notice of default required, buyer shall be in default by operation of the law in case of non-compliance or not proper compliance with his obligations, among which is included the not timely payment on the date of maturity of that which he is due to Wesma. In that case Wesma shall be authorized to suspend further deliveries and Wesma reserves to itself the right to accomplish any further deliveries on another basis than was initially agreed upon.

Article 4. Deliveries

- 4a. The lead times indicated by Wesma shall be approximate. Wesma shall not be liable for damages or cost arising from an unreasonable and unusual excess of the lead time in as far as this excess is the result of unforeseen circumstances or force majeure. Seller shall in no case be liable for damages or cost arisen as the result of an excess of the lead time which is to be deemed reasonable.
- 4b. In case a delivery on call has been agreed upon, Wesma shall be considered, in case the goods are not called down within the term of time agreed upon, to have delivered the goods to the buyer, by the single notice to the buyer that the goods are at the latter's disposal at a spot indicated by Wesma. Consequently the risk and the storage cost shall from that moment be explicitly for the account of the buyer.
- 4c. Unless otherwise has been agreed upon in writing the buyer shall have to actually call down the goods bought on call at the latest within six months after the engagement letter.

Article 5. Prices

- 5a. All prices shall be based on the rates of exchange, prices of material, wages and social security contributions current at the time of the making of the agreement.
- 5b. In case after the making of the agreement one or more cost price factors, among which shall be included the factors mentioned in section 1 of this article, will be increased, Wesma shall be authorized to increase the price agreed upon accordingly. The price increases shall be brought to the knowledge of the buyer by Wesma as soon as possible.

Article 6. Force Majeure

- 6a. In case of force majeure or other circumstances by which the compliance with the agreement cannot be expected or cannot be expected in time, the seller shall have the right to cancel the agreement entirely or partially without any legal intervention and without any obligation to indemnification to the buyer. Besides this, Wesma shall have the right to execute the agreement at a later point of time, without being obliged to pay any indemnification to the buyer.

- 6b. Among force majeure shall at any rate be included: strike, stagnation in the supply of materials, transportation problems, government measures and mechanical break-downs.
- 6c. Wesma shall not be liable for damages as a result of incorrect, improper or inexpert use of the articles supplied by Wesma.

Article 7. Complaints

- 7a. Complaints about the incorrect execution of the order shall have to be in Wesma's possession within 8 days after the receipt of the goods involved, in case of non-compliance with this Wesma shall not be obliged to merely accept this complaint. In case the goods should show faults in the material and/or manufacturing errors Wesma shall take care of replacement or compensation according to choice, or pay a refund to the maximum of the invoice value without being liable to pay for any obligation, or to pay indemnification or compensation whatsoever. The complaint shall never grant the right of cancellation of the agreement.
- 7b. Complaints about forwarded invoices shall have to be brought to the knowledge of Wesma in writing within 5 days after the date of dispatch.
- 7c. After expiration of the terms of time mentioned in sections 1 and 2 of this article the buyer shall be considered to have found the goods delivered and the forwarded invoices in order.
- 7d. Complaints shall not suspend buyer's obligations arising from any agreement concluded with the buyer.

Article 8. Reservation of property

- 8a. The goods delivered shall remain Wesma's property until all the claims arising from the agreement, also possible interests and other costs, will have been paid to Wesma. In case of non-compliance with payment of the above-mentioned claims Wesma shall have the right to collect at buyer's company the goods, which the claim refers to, in which case the buyer obliges himself to render assistance to this collection. In this case Wesma shall at any rate be authorized to obtain control over the goods delivered without any notice of default or legal intervention.

All this shall leave Wesma's rights to indemnification intact.

- 8b. Buyer shall not be authorized to give the entirely or partially unpaid goods, supplied by Wesma, in pledge to third parties nor to use them as a collateral for third parties in any other way.

Article 9. Installed deliveries

In case a delivery will have to take place in instalments each delivery shall be considered as a separate agreement, to which the date of payment hereinafter to be indicated shall be applicable.

Article 10. Payments

- 10a. Payments of goods delivered by Wesma shall have to take place within 30 days after the date of invoice, without any deduction of discount, unless another term of payment has been agreed upon in writing. In case of excess of the term of payment of 30 days the seller shall be authorized to charge an interest of 1½ per cent. per month or a part of the month on the total amount due of which the term of payment has not been complied with by the buyer.
- 10b. The due date indicated on the bank statement of account shall be decisive for the day of payment.
- 10c. Buyer shall not be authorized to settle amounts due to Wesma with claims which he deems claimable to Wesma.

Article 11. Cost in case of non-payment

- 11a. All costs among which are included collection charges, collecting charges made by a collecting agency, lawyer and/or bailiff, exchange cost, legal costs and suchlike, arisen by the non-compliance or not timely compliance with buyer's obligations are entirely for the latter's account. The extrajudicial collection charges shall be established at at least 15 per cent. of the principal amount due.
- 11b. In case the offtake of ordered goods does not take place within the term of time agreed upon, Wesma shall always be authorized to invoice the goods standing ready for shipment and to claim payment for them, without prejudice to Wesma's right to claim offtake of the goods.

Article 12. Applicable law / authorized judge

- 12a. Dutch law shall exclusively be applicable to all the agreements concluded between Wesma and its buyers.
- 12b. All conflicts, among which shall be included those which are considered as such by only one party, arising from and connected to an agreement to which these terms and conditions are applicable, or these terms and conditions themselves, both of a factual and a legal character, shall be decided upon by the authorized judge of the District Court in Maastricht (The Netherlands).

Article 13. International transactions

Article 12 shall be applicable to foreign buyers who shall conform to the application of Dutch law and the judge of the business location of the seller.