

GENERAL SALES, DELIVERY AND ASSEMBLY CONDITIONS

ARTICLE 1. APPLICABILITY

These general conditions of sale, delivery and assembly apply to all requests, offers and agreements with respect to the sale, delivery and/or assembly of goods (hereinafter referred to as 'goods') in which connection CCI LEIDINGSYSTEMEN (hereinafter referred to as 'the Seller') acts as provider or seller.

- 1.1 Deviations from these conditions can only be agreed in writing.
- 1.2 General terms and conditions, in any form or however named, applied by the other party of the Seller (hereinafter referred to as 'the Buyer') do not apply.

ARTICLE 2. OFFER

- 2.1 An offer made by the Seller is without obligation unless the opposite is expressly evident from the offer.
- 2.2 All offers are based on the data and/or specifications provided by the Buyer. Any deviations are indicated in the offer by the Seller.
- 2.3 The prices, data and/or specifications included in the catalogues or other documentation of the Seller are subject to change and do not bind the Seller unless the data and/or specifications have been agreed expressly between the parties.

ARTICLE 3. FORMATION OF AN AGREEMENT

- 3.1 If a written order is placed by the Buyer pursuant to a fixed offer by the Seller, the agreement will be formed at the moment the order is received by the Seller.
- 3.2 In the event a written order from the Buyer is not preceded by an offer from the Seller or an order follows an offer without obligation from the Seller, the agreement will be formed at the moment that the Seller sends the written order confirmation or the goods are delivered by the Seller in accordance with the order or a the provision of the services to be provided has commenced.
- 3.3 In the event an agreement is concluded orally, the performance of the agreement will be suspended until the moment at which the written order confirmation is sent by the Seller. Failure to send the written order confirmation within 14 days after the conclusion of the oral agreement will result in dissolution of the agreement as a result of the mere expiry of this term. In derogation from the provisions above, the suspension is also reversed if the goods are delivered by the Seller in accordance with the order or the provision of the services to be provided is started, within the term of 14 days after the conclusion of the oral agreement.

ARTICLE 4. PRICES AND RATES

- 4.1 The prices and rates are stated in euros, exclusive of VAT and exclusive of any travel and accommodation costs; the latter only in case of the provision of services.
- 4.2 In the event one or more price-determining factors such as purchase prices, wage costs, levies, taxes, exchange rates and suchlike increase after dispatch of the offer or the conclusion of the agreement, but before delivery, the Seller has the right to adjust the prices or rates accordingly.
- 4.3 The Seller will notify the Buyer as soon as possible and in writing of the prices or rates adjusted in accordance with paragraph 2. If the price increase amounts to more than 25% of the original price or the original rate, the Buyer will have the right to dissolve the agreement within 7 days after dispatch of this notification by means of a written notification addressed to the Seller, unless this would clearly be unreasonable in view of the circumstances. Dissolution on the basis of

this paragraph does not entitle either party to compensation of any loss.

- 4.4 Additional work or activities not set out in the offer or agreement will be charged separately to the Buyer by the Seller on the basis of the customary prices and rates.
- 4.5 The prices and rates are based on the uninterrupted performance of the agreed activities. In case of a delay in the performance of the activities that is caused by circumstances on the part of the Buyer the Buyer will be obliged to reimburse to the Seller the additional costs that are the result of such a delay.

ARTICLE 5. DELIVERY

- 5.1 Delivery takes place 'carriage paid' or otherwise if indicated in the agreement.
- 5.2 The 'Incoterms' 2000 edition, issued by the International Chamber of Commerce, apply to the interpretation of the delivery conditions.
- 5.3 Indicated delivery times can never be considered to constitute strict deadlines, unless expressly agreed otherwise. However, the Seller will make every reasonable effort to realise delivery on or within the indicated delivery time.
- 5.4 As soon as the Seller becomes aware of facts and/or circumstances that render realisation of the delivery on or within the agreed delivery time impossible, the Seller will notify the Buyer thereof as soon as possible, stating the expected new delivery time.
- 5.5 The Seller has the right to carry out partial deliveries.

ARTICLE 6. PACKAGING AND RESIDUAL MATERIALS

- 6.1 Any packaging is charged and not taken back, unless agreed otherwise.
- 6.2 Any residual materials are charged and not taken back, unless agreed otherwise.

ARTICLE 7. RISK AND OWNERSHIP

- 7.1 The risk of the goods passes from the Seller to the Buyer at the moment of delivery.
- 7.2 If the Buyer fails to carry out an act by means of which it is obliged to cooperate in the delivery, the Seller will have the right to consider the goods delivered and store and insure these for a reasonable term, all of the above for the account and risk of the buyer.
- 7.3 If the Buyer's failure lasts more than three (3) months, the Seller will have the right to dissolve the agreement without the Seller being obliged to pay any compensation and without prejudice to any other rights that accrue to the Seller.
- 7.4 Ownership of the goods does not pass from the Seller to the Buyer until after the Buyer has paid the purchase price and all other amounts the Buyer owes to the Seller pursuant to any purchase agreement, with or without related activities, and in connection with a claim based on a failure to perform such agreements.

ARTICLE 8. ASSEMBLY

- 8.1 This article applies insofar as the parties have agreed that the Seller will arrange for the assembly of the goods delivered.
- 8.2 The assembly work remains limited to the goods delivered by the Seller.
- 8.3 The Buyer guarantees that all environmental conditions for the performance of the assembly work have been satisfied.
- 8.4 The Buyer must arrange on time and for its own account:
 - sufficient, lockable storage and/or office space for materials, tools for the Seller's employees and for third parties that are involved in the performance of the agreement by the Seller;

- permits, approvals, exemptions and suchlike, required for the performance of the assembly work;
 - sufficient water, gas, electricity, materials and tools, as well as all other facilities, auxiliary tools and facilities that are prescribed on the basis of the law and/or other government regulations and that are required for the performance of the assembly work;
- 8.5 The Buyer must ensure that the Seller is able to carry out the agreed assembly work without interruption. If the assembly work cannot commence at the agreed moment due to circumstances that are not attributable to the Seller, the Buyer will reimburse to the Seller all damage that arises for the Seller in connection with that delay. The same applies in the event the assembly work cannot be completed within the agreed period due to circumstances that are not attributable to the Seller.

ARTICLE 9. PAYMENT

- 9.1 Payment takes place within 30 days after the invoice date.
- 9.2 If and insofar as the parties have agreed that the Seller will arrange for assembly of the goods delivered, the Seller will have the right to request the Buyer to make partial payments based on the progress of the work.
- 9.3 Payments made by the Buyer each time serve to settle all interest and costs due and then to settle the oldest outstanding and payable invoices, even if the Buyer indicates that the payment is related to a later invoice.
- 9.4 If the Buyer does not pay on time, the Buyer will be in default by operation of law without requiring any notice of default and the Buyer will be obliged to pay statutory interest plus 2% on an annual basis on the outstanding amount, for the duration of the default.
- 9.5 All judicial and extrajudicial costs the Seller has to incur in order to recover its claim(s) are fully for the account of the defaulting Buyer. The extrajudicial costs amount to 15% of the outstanding amount subject to a minimum of 250 euros.
- 9.6 The Buyer is not allowed to deduct payment obligations of the Seller by way of compensation on any basis other than this agreement from the amounts owed by the Buyer pursuant to this agreement.
- 9.7 If the Seller applies for the Buyer's bankruptcy, the Buyer will also owe the costs of the bankruptcy petition apart from the extrajudicial costs.
- 9.8 The Seller has the right to demand in cases to be determined by it that the Buyer has an irrevocable and unconditional bank guarantee issued by a banking institution acceptable to the Seller before delivery takes place by way of security for compliance with the Buyer's obligations under the agreement.

ARTICLE 10. AUXILIARY MATERIALS

- 10.1 All auxiliary materials such as drawings, calculations, offers, tools and suchlike, made available to the Buyer within the context of the performance of the agreement or otherwise, will remain the property of the Seller at all times, irrespective of any contribution towards the related costs made by the Buyer.
- 10.2 The Buyer does not have any right to use the auxiliary materials referred to in the previous paragraph, including multiplication and provision to third parties, without the prior, written approval of the Seller.

ARTICLE 11. TRANSFER OF RIGHTS AND OBLIGATIONS

- 11.1 The Seller has the right to transfer compliance with its obligations and the exercise of its rights under this agreement to one or more third parties. The Seller will notify such a transfer to the Buyer in writing.

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ARTICLE 12. INDUSTRIAL AND INTELLECTUAL PROPERTY

- 12.1 The Seller is the party entitled to all industrial and intellectual property rights that arise as a result of or that are the consequence of the performance of the agreement by the Seller or third parties involved by it in the performance of the agreement.
- 12.2 If the Buyer has prescribed a certain construction, type of material or procedure in connection with the performance of the agreement, or has made drawings, samples, models, moulding boxes, and suchlike available to the Seller, the Buyer will indemnify the Seller against any claim arising from any breach of patent, design right, copyright or other rights owned by third parties in respect of such constructions, types of materials, procedures or drawings, samples, models, moulding boxes made available.
- The Buyer will reimburse all damage sustained by the Seller and third parties as a result of such a breach.

ARTICLE 13. GUARANTEE

- 13.1 The Seller guarantees that the goods delivered or parts thereof will be free from defects that are the direct consequence of material and/or construction errors for a period of twelve (12) months after delivery.
- 13.2 If and insofar as the parties have agreed that the Seller will arrange for the assembly of the goods delivered, the Seller guarantees the accurate and expert performance of the assembly work with respect to the goods delivered for a period of twelve (12) months after performance of the assembly work.
- 13.3 In derogation from the provisions of paragraphs 1 and 2 of this article, the guarantee concerning goods or services which the Seller has had manufactured or performed by third parties within the context of the performance of the agreement is limited to the guarantee the Seller proves able to obtain/obtains from these third parties.
- 13.4 In the event a claim is made under the guarantee in accordance with the provisions of paragraphs 1 and 2 of this article such a claim will only be considered by the Seller if such a claim is notified to the Seller by means of a registered letter within eight (8) days after discovery of the defect or within eight (8) days after the defect could reasonably have been discovered. In the event this term is exceeded, all guarantee obligations on the part of the Seller will lapse, unless the Buyer demonstrates that the fact that the term was exceeded is not attributable to it.
- 13.5 The Buyer is obliged to cooperate in any investigation on the part of the Seller into the validity of the Buyer's claim under the guarantee. The outcome of this investigation, which will be carried out by an independent third party, will be binding for the parties. The costs of this investigation are for the account of the party whose opinion is refuted by the investigation, unless the parties agree in advance that they will bear these costs jointly.
- 13.6 The Seller is not obliged to provide any guarantee if:
- the Buyer has prescribed a certain procedure and/or construction;
 - the Buyer has carried out or has had third parties carry out repair or assembly work on the goods without the Seller's prior approval;
 - defects are the consequences of normal wear and tear, no, insufficient or overdue maintenance of the goods or careless, inexpert or negligent conduct on the part of the Buyer;
 - defects are the consequence of unsoundness or insufficient cohesion in the underlying construction(s);
 - Defects are the consequence of outside mechanical influences.

- 13.7 The costs related to changes or repairs to the goods delivered that were carried out by the Buyer or that the Buyer had carried out without the Seller's prior approval are never for the account of the Seller.
- 13.8 Pursuant to its guarantee obligations pursuant to paragraphs 1 and 2 of this article, the Seller is only obliged to repair or replace for its account the goods delivered by it or parts thereof, or to carry out once again the assembly work already carried out.
- 13.9 In the event the Seller delivers goods or parts thereof again in order to comply with its guarantee obligations pursuant to paragraphs 1 and 2 of this article, the replaced goods or parts will become the Seller's property at the moment of replacement.

ARTICLE 14. TOLERANCES

- 14.1 The agreement will be performed with due observance of the tolerances that are customary in the industry.
- 14.2 Deviations within these tolerances do not grant any entitlement to the guarantee.

ARTICLE 15. LIABILITY

- 15.1 The Seller is only liable towards the Buyer for damage caused to the goods delivered by it if and insofar as the damage is the direct and immediate consequence of a failure to comply with the agreement on the part of the Seller.
- 15.2 The Seller is only liable towards the Buyer for damage caused to the goods in respect of which the Seller carries out assembly work, if and insofar as this damage is the direct and immediate consequence of a failure to comply with the agreement on the part of the Seller.
- 15.3 The Seller's liability in accordance with the provisions of paragraphs 1 and 2 of this article is limited to at most the agreed price of the goods delivered or the agreed assembly work, unless the Buyer demonstrates that the damage is the result of gross fault, gross negligence, or intent on the part of the Seller.
- 15.4 The Seller is not liable for any form of damage other than as set out in paragraphs 1 and 2 of this article.
- 15.5 The Buyer will indemnify the Seller against claims from third parties for compensation of forms of damage other than as referred to in this article.

ARTICLE 16. DISSOLUTION

- 16.1 In case of a failure on the part of the Buyer to comply with its obligations under the agreement or other agreements that follow from it, and in case of its bankruptcy, suspension of payment and in case of cessation, liquidation or takeover or any comparable condition of the Buyer's business, it will be in default by operation of law. If this is the case, the Seller will have the right to dissolve all or part of the agreement without judicial intervention by means of a written notification addressed to the Buyer and/or to suspend performance of all or part of the agreement, also in the event a fixed delivery date has been agreed, without the Seller being obliged to pay any compensation, without prejudice to any further rights accruing to the Seller, including the right to compensation in full.
- 16.2 All claims for compensation the Seller may have in these cases against the Buyer will be immediately due and payable.

ARTICLE 17. APPLICABLE LAW, DISPUTES

- 17.1 The agreement and all agreements that follow from it are governed by Dutch law.
- 17.2 All disputes between the Parties, including those that are considered to be a dispute by

only one of the parties, that may arise in connection with this agreement or agreements that follow from it, will be settled by the competent court in the Rotterdam jurisdiction.

ARTICLE 18. CONFIDENTIALITY AND PUBLICITY

- 18.1 The Buyer commits with respect to third parties that it will keep secret all matters relating to drawings, models, constructions, schematic representations and/or other business information and knowledge made available to the Buyer in connection with the agreement.
- 18.2 The Buyer will ensure that its customers, subcontractors, dealers and suppliers and respective employees and agents maintain confidentiality concerning the Seller and its plans and activities. The Buyer is responsible for the confidentiality of all information concerning the agreement and will not permit the information to be shown, reproduced or disclosed in any other way to a third party by itself or in any other way.
- 18.3 All communications between the Buyer and third parties, with the exception of the customers, subcontractors, suppliers and sellers of the Buyer, including the authorities and media, in connection with the agreement will be reported to the Seller in advance, and the Buyer will comply fully with any instructions issued by the Seller in this connection.
- 18.4 The Buyer does not publish any information in connection with the agreement without the Seller's prior, written approval. The Seller has the exclusive right to use the goods and facilities and other property of the Seller or its customers for advertising and public relations purposes.