

Article 1 General

1. These terms and conditions apply to every offer, statement and agreement of Wiba Zevenaar BV, a private company with limited liability, hereinafter referred to as: "Wiba Zevenaar BV", and a counterparty on which Wiba Zevenaar BV has declared these conditions applicable, as far as parties have not deviated these terms expressly and in writing.
2. These terms and conditions shall also apply to agreements with Wiba Zevenaar BV for which Wiba Zevenaar BV must engage the services of third parties in order to execute the agreement.
3. These terms and condition also apply to all the employees of Wiba Zevenaar BV and its management.
4. Any reference by the counterparty to its own purchasing terms, or other terms and conditions, shall not be accepted by Wiba Zevenaar BV.
5. If one or more provisions of these terms and conditions will be wholly or partially invalid or void at any time, the remains of these general terms and conditions will apply. Wiba Zevenaar BV and the Counterparty will enter into negotiations to develop new rules to replace the invalid provisions to agree, as much as possible observing the purpose and intent of the original provisions.
6. If uncertainty exists regarding the interpretation of any provision of these terms and conditions, then the explanation must be found "in the spirit" of these provisions.
7. If there is a conflict between parties that does not occur in these terms and conditions, this situation should be assessed "in the spirit" of these terms and conditions.
8. If Wiba Zevenaar BV does not require strict compliance with these conditions, this does not mean that its provisions do not apply, or that Wiba Zevenaar BV would in any degree lose the right to otherwise strict compliance with the provisions of these terms and conditions.
9. No term contained herein is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement (including any employee, officer, agent, representative or subcontractor of either Party).

Article 2 Quotations and agreement

- 1 All of Wiba Zevenaar BV's offers and quotations shall be without obligations. A tender

offer is void if the product, to which the offer relates, is no longer available in the meantime.

- 2 Wiba Zevenaar BV cannot be held to its tenders and offers when counterparty can reasonably understand that the bids or offers, or any part thereof, are subject to an obvious mistake or error.
- 3 Unless stated otherwise, the prices mentioned in any of Wiba Zevenaar BV's offers and tenders shall be exclusive of VAT and stated in EUROS. The biddings will be furthermore exclude other government levies and any additional costs, including travel and subsistence, shipping and handling.
- 4 Unless explicitly otherwise agreed by counterparty and Wiba Zevenaar BV, all deliveries by Wiba Zevenaar BV will be made Ex-Works (INCOTERMS 2010), meaning the costs for transportation and other costs as mentioned above in paragraph shall be borne by counterparty.
- 5 When acceptance (with or without subordinate items) from the tender differs from the offer made by Wiba Zevenaar BV, then Wiba Zevenaar is not bound. Agreement will not be in accordance with this deviating acceptance. The agreement now will not be valid, unless Wiba Zevenaar BV will state otherwise.
- 6 A composed quotation shall not oblige Wiba Zevenaar BV to execute part of the assignment against a corresponding part of the price. Offers and tenders shall not apply automatically to future orders.
- 7 Products or Services offered hereunder and subsequent availability/delivery may be subject to the granting of a USA, UK or EU export license and counterparty will be required to provide adequate information to facilitate application for same.

Article 3 Contract duration; delivery, implementation and modification agreement.

1. The agreement between Wiba Zevenaar BV and the counterparty is for an indefinite period, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise.
2. When for completion of certain work or for the supply of certain products a certain period of time is agreed or specified, this never will be a deadline. When a term is exceeded, counterparty will held Wiba Zevenaar BV liable by notice. Wiba Zevenaar BV must be offered a reasonable period to implement the agreement.

3. When Wiba Zevenaar BV requires information from the counterparty to execute the agreement, the execution time will not start before counterparty has provided Wiba Zevenaar BV with the required and accurate information.
4. Delivery will be Ex Works from Wiba Zevenaar BV. Counterparty is obliged to take away the goods as soon as Wiba Zevenaar BV makes them available for him. When counterparty refuses or fails to provide information or instructions necessary for the delivery, Wiba Zevenaar BV is entitled to store the goods at the expense and risk of the counterparty.
5. Wiba Zevenaar BV has the right to have certain work done by third parties.
6. Wiba Zevenaar BV has the right to execute the agreement in different phases and bill each executed phase separately.
7. When the agreement is executed in phases, Wiba Zevenaar BV can suspend the execution of the next phase until counterparty approves the execution of the preceding stage.
8. If during the execution of the agreement it shows that for having a proper implementation, an amend or supplement for the agreement is necessary, both parties will timely consult each other to adapt the agreement. If the nature, magnitude or content of the contract, whether or not to request of the counterparty, is changed, this may also have implications for what was originally agreed. The initially agreed pricing can be increased or decreased. Due to changing of the agreement, the initial period of execution can be amended. Counterparty accepts the possibility of amending the agreement, including the change in price and time of execution.
9. If the agreement is amended, supplements included, Wiba Zevenaar BV is entitled to first implement after it has been agreed by the authorized person within its organization and counterparty has agreed to implement the specified price and other conditions, including the term to which implementation is given. Failure or delay of the changed agreement will not make Wiba Zevenaar BV in default and will not entitle counterparty to cancel the agreement. Without being in default Wiba Zevenaar BV can decline a request to amend the agreement when this request can result in changes of the quantitative and/or qualitative terms of the agreement.
10. If Counterparty is in default in proper fulfillment of its obligations to Wiba Zevenaar BV, then counterparty will be liable for all direct or indirect damages (including costs) on account of Wiba Zevenaar BV.
11. When Wiba Zevenaar BV and counterparty have agreed to a fixed price, Wiba Zevenaar BV nevertheless is at all times entitled to increase the price without counterparty being entitled to terminate the contract, for that reason the increased price is a result of any law or regulation, or its cause in an increase in the price of raw materials, wages, change in currency exchange rates or other grounds which aren't foreseeable at the time of conclusion of the contract.
12. When the increase of the price other than as a result of amendment to the agreement exceeds 10% within 3 months after the conclusion of the contract, then counterparty is entitled to terminate the contract by written notice following the Dutch Civil Code, Title 5, Section 3 of book 6 of this Code. This unless Wiba Zevenaar BV is still willing to fulfill the agreement on basis of the original engagement.
13. Goods and services delivered under this agreement shall be deemed to be accepted unless counterparty rejects them and informs Wiba Zevenaar BV of the reasons for rejection within five business days of delivery.

Article 4 Suspension, dissolution and termination of the agreement.

1. Wiba Zevenaar BV is authorized to terminate the fulfillment of the obligations or to suspend or terminate the agreement, if:
 - A) Counterparty does not fully or in a timely matter fulfill the obligations under the agreement;
 - B) After conclusion of the contract Wiba Zevenaar BV learns of circumstances giving good ground to fear that counterparty will not fulfill its obligations;
 - C) The counterparty at the conclusion of the agreement is requested to provide security for the fulfillment of his obligations under the agreement and this security is not provided or insufficient;
 - D) Due to delay on the part of the counterparty, one can no longer require the fulfillment of the agreement of Wiba Zevenaar BV within the originally agreed conditions.

2. Furthermore, Wiba Zevenaar BV is entitled to terminate the agreement if circumstances arise of such nature that the unaltered fulfillment of the agreement cannot reasonably be demanded of Wiba Zevenaar BV.
3. When the agreement is dissolved, Wiba Zevenaar BV's claims against counterparty are immediately due and payable. If Wiba Zevenaar BV suspends fulfillment of its obligations, he shall retain his rights by law and the agreement.
4. If Wiba Zevenaar BV chooses for suspension or dissolution of the contract, he is in no way liable for damages and costs, occurred in any way.
5. If the dissolution of the contract is accountable to the counterparty, Wiba Zevenaar is entitled to compensation for damages, including direct and indirect costs.
6. If counterparty fails to comply to the contract and justifies the termination of this contract, Wiba Zevenaar BV is entitled to terminate the agreement with immediate effect without any obligation to pay any damages or compensation, while counterparty, being in default, is responsible for damages or compensation.
7. If the agreement is terminated by Wiba Zevenaar BV, Wiba Zevenaar BV will, in consultation with counterparty, arrange for transfer of work to third parties. This unless the termination is accountable to counterparty. If the transfer of the work brings extra costs for Wiba Zevenaar BV these costs will be charged to the counterparty. Counterparty is held to pay such costs within the period specified, unless Wiba Zevenaar BV indicates otherwise.
8. In the event of liquidation, (application of) suspension of payment, bankruptcy, distraint at the expense of counterparty or any other circumstance that counterparty has no longer the free disposal over its assets, Wiba Zevenaar BV is free to terminate the agreement with immediate effect or to cancel the order or agreement without any obligation to pay any damages or compensation. Claims from Wiba Zevenaar BV against counterparty in that case are immediately due and payable.
9. If counterparty cancels an already placed order wholly or partially, then the therefor ordered and already manufactured parts as well as the forwarding-, disposal- and delivery cost already made will be charged to the counterparty.

Article 5 Force Majeure

1. Wiba Zevenaar BV is not obliged to live up to any commitments if Wiba Zevenaar BV is hindered due to a circumstance that is not due to blame nor under the law, a legal act or generally accepted for its account.
2. Force Majeure is in these terms and conditions, in addition to the provisions of the law and jurisprudence, all external causes, foreseen or unforeseen, on which Wiba Zevenaar BV has no influence, but which prevents Wiba Zevenaar BV to its obligations. This includes strikes within Wiba Zevenaar BV or third parties. Wiba Zevenaar BV has the right to invoke Force Majeure if the circumstance preventing Wiba Zevenaar BV (further) fulfillment of the contract occurs during or after the time the contract had to be fulfilled.
3. During the period of Force Majeure Wiba Zevenaar BV can postpone the obligations arising from the agreement. If this period lasts longer than two months, either party is entitled to terminate the agreement without any obligation to pay damages to the other party.
4. For as much as Wiba Zevenaar BV has partially fulfilled its obligations at the time of the occurrence of Force Majeure, Wiba Zevenaar BV is entitled to bill the fulfilled part. Counterparty is obliged to pay this invoice as if it were a separate agreement.

Article 6 Payment and collections costs

1. Payment must be done either before sending the goods or for a registered buyer within 14 days after invoice date unless otherwise specified by the Wiba Zevenaar BV. Wiba Zevenaar BV is entitled to periodic billing if applicable.
2. If counterparty fails to pay on time, he is legally in default. The counterparty shall owe an interest of 2% per month, unless the statutory interest is higher, in which case statutory interest is held as interest. The interest shall be calculated from the time that counterparty is in default until the moment of payment of the full amount owed.
3. Wiba Zevenaar BV has the right to stretch the payments done by counterparty in the first place to reduce the costs, subsequently to reduce the interest owed and finally to reduce the capital sum and the accrued interest.
4. Wiba Zevenaar BV can, without being in default, refuse an offer for payment, if counterparty chooses a different order for the allocation of the payment. Wiba Zevenaar BV

can refuse the complete payment of the capital sum if the accrued interest and collection costs are not paid for.

5. Counterparty is never entitled to settle its debts to Wiba Zevenaar BV.
6. Objections to the height of a bill do not suspend the obligation to pay. If counterparty does not appeal to section 6.5.3 (Articles 231 to 247 of book 6 of The Dutch Civil Code), he is not entitled to suspend the payment of an invoice for any other reason.
7. If counterparty is in default or omission in the (timely) fulfillment of his obligations, all reasonable costs incurred in obtaining payment extrajudicial on behalf of the other party. The extrajudicial costs are calculated on basis of what is common following the Dutch Collection Practice. If, however, Wiba Zevenaar BV has made higher costs for collection which have been reasonably necessary, the actual costs are eligible for compensation. Any judicial and execution costs will also be recovered from counterparty. Counterparty also owes interest over the collection costs.

Article 7 Retention

1. All items under the agreement supplied by Wiba Zevenaar BV will be in the possession of Wiba Zevenaar BV until counterparty has properly fulfilled all its obligations under the agreement(s) with Wiba Zevenaar BV.
2. Goods, delivered by Wiba Zevenaar BV, which under paragraph 1 are covered by the property reservation, may not be resold and may never be used as payment. Counterparty is not entitled to pledge or encumber the items falling under retention.
3. Counterparty is always to do what is reasonably expected of him to secure the property of Wiba Zevenaar BV.
4. If third party seizes goods which are covered by the property reservation, or has or wants to establish rights or exercise, than counterparty is obliged to immediately notify Wiba Zevenaar BV.
5. Counterparty obliges itself to insure the under retention delivered goods and keep them insured against fire, explosion and water damage and theft. Counterparty will show policy of insurance on first request of Wiba Zevenaar BV. Wiba Zevenaar BV is entitled to any payment of this insurance. As far as necessary counterparty commits itself in advance to co-operate with everything that in

this context is necessary or appears to be desirable.

6. In the case Wiba Zevenaar BV wants to wield its retention rights as indicated in this Article, counterparty gives his unconditional and irrevocable permission to Wiba Zevenaar BV and designated third parties to enter all those places where the properties of WIBA Zevenaar BV are located and retake these items.

Article 8 Guarantees, research and reclamation, limitation.

1. Goods delivered by Wiba Zevenaar BV shall meet the usual requirements and standards that at the time of delivery can be reasonably expected and are usual for use in the Netherlands. The guarantee as referred to in this Article shall apply to goods that are intended for use within the Netherlands. When used outside the Netherlands, counterparty itself is to verify if the goods are suitable for use at that specific location and meet the conditions required locally. Wiba Zevenaar BV in that case is able to set other guarantees and other conditions in respect of the goods to be supplied.
2. The guarantee mentioned in paragraph 1 of this Article applies to a period of 12 months unless the parties have agreed otherwise. If the guarantee provided by Wiba Zevenaar BV concerns goods manufactured by a third party, than guarantee is limited to what manufacturer provides to it, unless otherwise stated.
3. Any kind of warranty is void if a defect is caused by or resulting from improper of inappropriate use or use after expiration date, improper storage of maintenance by counterparty and/or third parties or when counterparty and/or third parties have –without permission of Wiba Zevenaar BV- made changes of have tried making changes to the goods or if the items where processed or modified in another way as prescribed. Counterparty is not entitled to any warranty if the defect is caused or arising from circumstances which are not under Wiba Zevenaar BV's control, including extreme weather conditions (such as, but not limited to, extreme temperatures or extreme rainfall) et cetera.
4. Counterparty is obliged to investigate (or have investigated) the delivered immediately at the moment that the goods are made available by Wiba Zevenaar BV. Counterparty thereto must examine if the quality and/or the quantity

of the delivered goods are in accordance to what was agreed and meet the requirements of what both parties thereto have agreed. Any visible defects must be reported by letter to Wiba Zevenaar BV within 7 days after the goods have been received by counterparty. Any defects that are not visible have to be reported by letter to Wiba Zevenaar BV immediately, yet within 14 days after discovery. The report must give a detailed description of the defect, so that Wiba Zevenaar BV is able to respond adequately. Counterparty must give Wiba Zevenaar BV the opportunity to investigate (or have investigated) the complaint.

5. Even if counterparty complaints timely, his payment obligation remains. In that case counterparty is held to accept and pay for the ordered goods.
6. If a defect is reported too late and not directly after receiving the goods, counterparty is not entitled to repair, replacement or compensation.
7. If it is determined that one or more delivered items are deficient, and is complained timely, Wiba Zevenaar BV will repair, replace or compensate the deficient goods within reasonable time after receiving the returned goods or if returning is not reasonably possible after receiving a written notification of the defect by the counterparty. In case of replacement, counterparty is obliged to return the deficient goods and/or ownership to Wiba Zevenaar BV unless Wiba Zevenaar BV indicates otherwise.
8. When it appears a complaint is unfounded, the costs incurred, including research costs on part of Wiba Zevenaar BV will be charged to the counterparty.
9. After the warranty period, all costs for repair, replacement, including administration, shipping costs and drive will be charged to the counterparty.
10. Notwithstanding the statutory limitation periods (as stated by the Dutch Law), the limitation period for all claims and defenses against Wiba Zevenaar BV is one year.

Article 9 Liability

1. If Wiba Zevenaar BV is liable, this liability is limited to what is stated in this provision.
2. Wiba Zevenaar BV is not liable for damages of whatever nature, caused by Wiba Zevenaar BV due to incorrect and/or incomplete data provided by counterparty.

3. If Wiba Zevenaar BV is liable for any damages, than the liability shall be limited to twice the invoice value of the order, or part of the order to which the liability relates.
4. In any case liability of Wiba Zevenaar BV is limited to the amount paid by its insurer.
5. Wiba Zevenaar BV is solely liable for direct damage.
6. With direct damage is meant only the reasonable costs incurred to establish the cause and extent of damage, for as far the cause is related to damage in the sense of these terms, the reasonable costs incurred for deficient performance of Wiba Zevenaar BV regarding the agreement, as far as these can be attributed to Wiba Zevenaar BV and the reasonable costs incurred to prevent or limit damage, if counterparty demonstrates that these expenses resulted in reduction of the direct damage as referred to in these terms and conditions.
7. Wiba Zevenaar BV is never liable for indirect damage, including consequential damages, lost profits, lost savings and damage due to business stagnation.
8. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence of Wiba Zevenaar BV or its executive subordinates.

Article 10 Transfer of Risk

1. At that moment Wiba Zevenaar BV has transferred the goods to counterparty, the risk of loss, damage or depreciation is transferred to the counterparty.

Article 11 Indemnification

1. Counterparty indemnifies Wiba Zevenaar BV against possible claims from third parties, who suffer damage by implementation of the agreement or due to a connection with the delivered goods for which the cause is not accountable to Wiba Zevenaar BV.
2. If Wiba Zevenaar BV should be addressed directly by a third party, counterparty is held to assist both outside and in law and counterparty is to do immediately what in that case can be expected. Should counterparty fail to take adequate measures, then Wiba Zevenaar BV, without notice, is entitled to take these measures itself. All costs and damages on the part of Wiba Zevenaar BV and third parties are for the account and risk of counterparty.

Article 12 Intellectual property

1. Wiba Zevenaar BV retains the rights and powers for which he is entitled under the Copyright and other intellectual property laws and regulations. Wiba Zevenaar BV has the right to use the increased knowledge, known due to execution of an agreement, for other purposes, provided that no strictly confidential information of the counterparty is communicated to third parties.

Article 13 Applicable law and disputes

1. To all legal relationships to which Wiba Zevenaar is a party, only Dutch law applies, even if a contract is executed wholly or partly abroad, and/or if counterparty concerned is domiciled abroad. The applicability of the Vienna Sales Convention is excluded.
2. The judge or court in the location where Wiba Zevenaar BV is located shall have exclusive jurisdiction over disputes, unless Dutch law requires otherwise. Nevertheless Wiba Zevenaar BV is entitled to submit any dispute tot the competent court according to law.

3. Parties will first appeal to court only after turning to the utmost to solve a dispute by mutual agreement.

Article 14 Location and change conditions

1. These conditions have been filed at the Chamber of Commerce in Arnhem, the Netherlands.
2. Applicable is always the version valid at the time of formation of the agreement between counterparty and Wiba Zevenaar BV.
3. The original Dutch text of the general conditions is always determinative for the interpretation thereof.