

GENERAL TERMS OF SALE AND DELIVERY
OF DRIE-D B.V. EN DRIE-D LAGERTECHNIEK B.V. AT ROTTERDAM.

Article 1 – Definitions

- 1.1. In these General Terms by 'DRIE-D' is understood: DRIE-D bv and DRIE-D Lagertechniek bv, both seated at Rotterdam.
- 1.2. In these General Terms by 'customer' is understood: the person on whose order as well as the person for whose account goods (wherein comprehended semi-manufactured goods) are being or have been developed, manufactured, sold or delivered by DRIE-D and on whose order/for whose account services are being or have been performed by DRIE-D.
- 1.3. By 'the performance of services' is also understood all activities that are performed by DRIE-D for the customer within the scope of an order, herein comprehended advice. The conditions in these General Terms that refer to delivery of goods by DRIE-D also apply to performance of services by DRIE-D.

Article 2 – Applicability

- 2.1. These General Terms apply to all contracts between DRIE-D and the customer, both in respect of delivery of goods and in respect of performance of services, as well as to all offers by DRIE-D, to the exclusion of any general terms, of whatever kind, of the customer. Reference by the customer to the customer's own general terms of buying or contracting or to other general terms is not accepted by DRIE-D.
- 2.2. At the moment of conclusion of the contract the customer is presumed to agree to the exclusive applicability of these General Terms.
- 2.3. Deviations of these General Terms or of the applicability of these General Terms are possible only by written and explicit consent by DRIE-D.
- 2.4. The above applies as well to further orders or instructions by the customer, be they furnished orally, by telephone, by telex or by any other means.

Article 3 – Offers

- 3.1. The offers of DRIE-D, wherein comprehended quotations, bills and documents, are without engagement and remain valid during one month after date, unless otherwise agreed.

- 3.2. After acceptance of the offer by the customer, a contract to be concluded between DRIE-D and the customer will be legally valid only from the moment at which this acceptance has been confirmed by means of a written order confirmation or from the moment at which DRIE-D has started to execute the contract.
- 3.3. Any offer is based upon execution of the contract by DRIE-D under normal circumstances and during normal working hours.
- 3.4. The price-lists, catalogues, images, drawings, statements of measure and weight and other data provided with an offer are as accurate as possible. These data nevertheless are only binding for DRIE-D if DRIE-D has confirmed so explicitly in writing. DRIE-D cannot be held to provide detailed data (concerning the composition etc.) of the goods, unless this has been agreed to beforehand in writing.
- 3.5. The offer tendered by DRIE-D, as well as the images, drawings, technical data, programs, descriptions, models, samples, designs, brochures, price-lists, tools and the like, manufactured or provided by DRIE-D, remain property of DRIE-D, regardless whether the customer has been charged for it. The information contained in it or underlying the methods of manufacture and construction, the products and the like, remains exclusively reserved to DRIE-D.
- 3.6. The customer guarantees that the information referred to in this article will not be used, multiplied or published without prior written consent by DRIE-D, except where such is needed to execute the contract. As long as this written consent has not been given by DRIE-D, the customer is held to strict confidentiality with regard to the information contained in or underlying the data or information provided by DRIE-D. The customer is held to impose the aforementioned duty of confidentiality on all persons, be they employed by the customer or not, who, by whatever reason, will peruse or otherwise get to know aforementioned information. The customer is held to compensate DRIE-D for all damage suffered by DRIE-D as a result of breach of the duty of confidentiality by the customer or by the aforementioned persons.
- 3.7. The customer is only permitted to use the data provided by DRIE-D in order to assess

the offer or the order. The customer is held to return to DRIE-D at first request all information provided to him by DRIE-D.

Article 4 – Changes/ cancellation/ additional work

- 4.1. Changes concerning the execution of the contract as well as complete or partial cancellation of the contract are possible only if the desired change/cancellation is communicated in writing to DRIE-D by the customer and if DRIE-D agrees to this change/cancellation.
- 4.2. Costs and damage which are the result of the aforementioned change/cancellation, can be charged to the customer by DRIE-D. After change/cancellation of the contract the customer can not appeal anymore to the delivery times initially agreed upon, nor to the times agreed upon concerning the execution of the contract.
- 4.3. By 'additional work' is understood: all which is delivered, performed and/or installed by DRIE-D in accord with the customer, be it in writing or not, during the execution of the contract in addition to the amounts explicitly laid down in the contract or the order confirmation, as well as: all which is performed by DRIE-D in addition to the performance/amount of performance laid down in the contract or the order confirmation.

Article 5 – Prices

- 5.1. All prices provided by DRIE-D are valid for the performance or for the size of delivery described in the order confirmation and are based on the costs (like costs of materials, wages and raw materials, and costs related to exchange rates) as they were at the moment of concluding the contract. The prices used by DRIE-D include the value added tax and/or other governmental charges related to the sale and delivery, as well as import and export duties, freight charges, transport charges, station charges, storage charges, security charges, packing charges, certification charges and customs clearance fees, environmental charges for transport of polluting matter or materials, unless otherwise agreed in writing.
- 5.2. No price statement of DRIE-D can lead to engagement, unless a term of acceptance has been given.
- 5.3. If one or more of the price factors as referred to in paragraph 5.1 lead to increased costs after the moment of concluding the

contract – even if this occurs as a result of foreseeable circumstances – DRIE-D has the right to increase the price agreed upon accordingly.

- 5.4. DRIE-D has the right to charge separately for the additional work performed by them, as soon as the amount to be charged can be established. The price for additional work is calculated in accordance with paragraphs 5.1, 5.2 and 5.3 of these General Terms.
- 5.5. If DRIE-D is obliged to process or to set up their product, then the charged price is exclusive of processing, setting up etc. and of the delivery of the product (in operational order) at the place indicated in the offer.
- 5.6. If the price of the performance or the size of delivery referred to in paragraph 5.1 amounts to EURO 50,= (value added tax excluded) or less, then DRIE-D charges the customer with EURO 10,= (value added tax excluded) administration costs.

Article 6 – Payment

- 6.1. Payment by the customer must take place within 30 days from date of invoice on the bank or giro account indicated by DRIE-D, unless otherwise agreed. The customer does not have the right to suspend or to settle payment. The value date indicated on the bank or giro statements of DRIE-D is considered to be the date of payment.
- 6.2. If payment by the customer does not or not completely take place at the moment described in paragraph 6.1, the customer will be in default according to the law. In that case DRIE-D has the right to charge the customer with interest of 1% per month over the unpaid invoice-amount, whereby a part of a month will be counted as a whole month.
- 6.3. If payment by the customer does not or not completely take place at the moment described in paragraph 6.1, all expenses of extrajudicial collection of the unpaid invoice-amount and of the other due payments of the customer will be charged to the customer. Under these expenses are understood, among others, the expenses of collection incurred by DRIE-D (costs of lawyers, bailiffs and collecting agencies). The customer will be charged at least 15% of the unpaid invoice-amount, undiminished the right of DRIE-D to charge the customer with the actually incurred expenses.
- 6.4. Primarily, payments by or in name of the customer will be deducted by DRIE-D from the debt regarding which DRIE-D has not been able to make valid the reservation of property as mentioned in article 9 of these

General Terms. Next, the payments will be deducted by DRIE-D from the expenses of extrajudicial collection due by the customer, thereafter from the interest due and lastly from the principal amount.

- 6.5. If the customer is in default concerning payment for any other obligation in the contract, DRIE-D will have the right to dissolve the contract wholly or partly and extra judicially, as well as the right to take back the delivered goods owned by DRIE-D, in conformity with the terms of article 9.
- 6.6. The powers mentioned in the last paragraph of dissolution and taking back come to DRIE-D also if the customer dies, is placed under guardianship, is adjudged bankrupt, obtains suspension of payment or if goods under the customer are distressed on.
- 6.7. In the cases mentioned in the last two paragraphs DRIE-D also has the right to claim forthwith, without warning or declaration of default, all amounts due by the customer.

Article 7 – Force majeure

- 7.1. DRIE-D can appeal on force majeure at all times if the shortcoming of DRIE-D is not due to their fault and does not come for their account and risk according to the law or according to common views in The Netherlands.
- 7.2. Force majeure as referred to in the last paragraph can be said to exist in, among others, but not exclusively, the following circumstances:
War, mobilisation, insurrection, strike, fire, accident or illness, interruption of work, shortage of raw material or packing material, hold-up of transport, measures of public authorities, as well as any circumstance beyond the control of DRIE-D which adversely affects the execution of the contract or makes the execution impossible.
DRIE-D can appeal to force majeure also if the abovementioned circumstances occur in the business of others, with whom DRIE-D has contracted to meet the obligations originating from the contract with the customer.
- 7.3. If the customer appeals on force majeure, DRIE-D at all times reserves the right to dissolve the contract by a written statement to the customer and to bring a claim to the customer for compensation of damage suffered and to be suffered by DRIE-D.

Article 8 – Delivery and delivery times

- 8.1. Delivery times agreed upon always apply by approximation and hence are no fatal terms, unless otherwise agreed explicitly.
- 8.2. All deliveries find place ex warehouse.

Article 9 – Reservation of property

DRIE-D reserves the property of all goods delivered to the customer until complete payment of all these goods. If DRIE-D performs services for the customer related to the sale, then the aforementioned reservation of property is valid until the customer has settled these claims of DRIE-D as well. The reservation of property is also valid for the claims DRIE-D would obtain due to a fault of the customer with regard to one or more of his obligations to DRIE-D concerning the sale of goods or the performance of services related to this sale.

Article 10 - Liability

- 10.1. DRIE-D can not be held liable for:
 - a. defects in the material provided by the customer.
 - b. misunderstandings or faults concerning the execution of the contract, if they are the result of actions or inactions by the customer, like failure to provide, or to provide timely, complete, sound and clear data/ materials.
 - c. faults of others enlisted by or in name of the customer.
 - d. defects in offers of suppliers or excess of price estimations of suppliers.
 - e. defects in the design or the text/ data, if the customer has given his approval, or has been given the opportunity to carry out an inspection and has given to understand he does not require such an inspection.
 - f. defects in the design or the text/ data, if the customer has omitted to realize or to have realized a certain model, prototype or test , and these defects would have been observable in such a model, prototype or test.

- 10.2. Except in case of intent or gross fault by DRIE-D or the management of DRIE-D, liability of DRIE-D for damage on account of a contract or on account of tortious conduct against the customer is limited to an amount in reasonable proportion to the amount of the order, on the understanding that this amount will not exceed EURO 10.000,- or, if the fee connected to the order is larger, the amount of this fee.
- 10.3. DRIE-D is not liable for indirect damage, wherein comprehended stagnation of the regular business in the company of the customer, consequential damage and loss of profit, related in any way with or caused by faulty use of the delivered goods by the customer, barring intent or gross fault by DRIE-D.
- 10.4. At all times DRIE-D has the right, if and insofar as possible, to repair or to limit the damage of the customer, to which purpose the customer is held to cooperate as much as possible.
- 10.5. Any liability expires after one year from the moment the order has been completed.
- 10.6. The customer indemnifies DRIE-D against claims of others concerning the delivered goods, especially against claims concerning damage caused by faulty use of delivered goods or by use against the advice of DRIE-D.
- 10.7. The customer is held, if reasonably possible, to keep copies of the materials and the data provided by him, until the order has been completed. If the customer fails to do so, DRIE-D can not be held liable for damage which would not have occurred had these copies existed.
- 10.8. After completion of the order, neither the customer nor DRIE-D are held to keep the used materials and data.
- 11.3. The headings in these General Terms only serve to advance the legibility of these General Terms and are not part of these Terms.
- 11.4. Dutch law applies to the contract between DRIE-D and the customer. The judge competent to hear disputes between DRIE-D and the customer is the competent judge in the district whereat DRIE-D have their place of business.
- 11.5. The Dutch text of these General Term prevails over its translations. |

Article 11 – Other clauses

- 11.1. The customer is not allowed to transfer any right emanating from the contract concluded with DRIE-D to others, other than by transferring his whole company.
- 11.2. Parties are held to treat confidentially all facts and circumstances regarding the order coming to the knowledge of the other party. Others who will be involved in the execution of the contract, will be committed to a like confidential treatment of those facts and circumstances regarding the other party.