

General Terms of Delivery for Spare Parts and Extensions April 16, 2010

01. SCOPE OF APPLICATION

01.1 The present terms apply to all contracts, deliveries and other services, including advisory services, insofar as they have not been modified or excluded with the Supplier's express written agreement.
01.2 Customer's terms shall not obligate the Supplier even in cases where the latter has not expressly repudiated them.
01.3 Works shall have the meaning of goods as spare parts, units whether assembled or not assembled and services as assembly, installation, repair, maintenance, instructions and advise.

02. OFFER

02.1 Supplier's offers are without engagement.
02.2 All documentation made accessible to the Customer, such as illustrations, drawings, weights and dimensions, are only approximate unless they have been expressly stated to be binding. The Supplier reserves title and copyright on all price quotations, drawings and other documents. These shall not be made accessible to third parties.

03. SCOPE OF DELIVERY

The scope of delivery shall be as set forth in the Supplier's confirmation of order. Subsidiary agreements and amendments require the Supplier's written confirmation.

04. PRICE AND TERMS OF PAYMENT

04.1 Payment is due on receipt of the Supplier's invoice and according to the payment conditions set forth on the offer.
04.2 All payments shall be made net cash, free to the Supplier's place of payment and shall not be deemed to have been effected before the Supplier's account has been fully and irrevocably credited.
04.3 Payment shall not be withheld or offset against counterclaims that are contested by the Supplier.
04.4 If the Customer makes default in payment, the Supplier may either require compensation for any loss sustained thereby or cancel the order after setting a reasonable period of grace and on expiry of said period without result. All costs incurred by Supplier in respect of the collection of the payment will be borne by Customer. The extra judicial costs will be fixed at 15% of the outstanding invoice with a minimum of EUR 1.500 (fifteen hundred Euro).
04.5 In cases of default, interest shall be charged at a rate that is 5 % higher than the current rate of discount charged by the European Central Bank, without prejudice to any other claims to which the Supplier may be entitled.
05.5 If not indicated in Supplier's offers, prices do not include transportation, packing and insurance.

05. DELIVERY TIME

05.1 The delivery time commences on the date of confirmation of order and receipt of the down payment.
05.2 The delivery time will depend on the size and configuration as well as the series being produced at the date of passing of the order.
05.2 The delivery time shall be extended by the duration of the hindrances if work is delayed for reasons for which the Customer is responsible.

06. TRANSFER OF RISK

06.1 The risk of loss of or damage to the Works shall pass to the Customer in accordance with any agreed trade term, which shall be interpreted in accordance with the Incoterms in force at the date of passing of the order. If no trade term has been agreed upon, the Incoterm "Ex Works" shall be deemed to apply.
06.2 Any risk of loss or damage to the Works not covered by the first paragraph of this Clause shall pass to the Customer on taking-over of the Works.
06.3 Any loss or damage to the Plant and Works after the risk has passed to the Customer shall be at the risk of the Customer, unless such loss or damage results from Supplier's Gross Negligence.
06.4 Partial deliveries are permissible

07. DELAY ON THE PART OF THE SUPPLIER

07.1 If the Supplier anticipates that he will not be able to complete the Works in time, he shall forthwith notify the Customer In Writing, stating the reason, and, if possible, when completion can be expected.
07.2 The Supplier shall be entitled to an extension of the time for completion if delay occurs because of any of the circumstances referred to in Clause 13 or by default in payment or an act of omission on the part of the Customer.

08. CUSTOMER'S DEFAULT

08.1 If the Supplier should at any time have reasonable grounds to doubt the Purchaser's creditworthiness, it shall be entitled, before commencing or continuing its performance, to require Customer to provide proper payment security.
08.2 If the Customer fails to fully comply with agreed preparatory works and working conditions he shall compensate the Supplier for any resulting costs, paying for any part of the price which but for such failure would have become due. The Supplier may, where practicable, choose to ensure compliance himself at the Customer's expense, provided he does so in a reasonable manner. The Supplier shall, after notification In Writing to the Customer, be entitled to suspend completion of the Works for the duration of the Customer's failure. If the Works are not yet on the Site, the Supplier shall arrange for storage of the Works at the risk and expense of the Customer. The Supplier shall also, if the Customer so requires, insure the Works at the Customer's expense.
08.3 The Supplier may cancel the order with immediate effect by giving notice In Writing to the Customer upon the occurrence of any of the following events:
-If the Customer applies for adjudication in bankruptcy or a suspension of payments;
-If the Customer is declared bankrupt or granted a suspension of payments;
-If any event analogous to the events referred to in the two paragraphs above occurs with respect to the Customer under the laws of the jurisdiction in which the Customer has its principal office;
-An attachment is made or execution levied on a substantial part of the Customer's assets and, in the event of a conservatory (prejudgment) attachment is not lifted within 30 days;
-The Customer becomes involved in negotiations with one or more of its creditors or takes any other step with a view to the general readjustment or rescheduling of its indebtedness;
-The Customer is dissolved or its business is transferred in whole or in part, liquidated, wound up, discontinued or relocated abroad, or a decision is taken in this respect.
08.4 If Supplier cancels the order for reasons as mentioned under 08.3, the Customer shall remunerate the Supplier, commensurate with the services provided.

09. NON-PERFORMANCE

09.1 The Customer may cancel the order if it definitively appears that the Supplier cannot perform for reasons he is responsible for.

09.2 In the case of partial non-performance cancellation of the order is possible only if the partial performance can be proved to be of no interest to the Customer. Otherwise the latter can only insist on a reasonable price reduction.

09.3 If neither party is responsible for non-performance the Supplier shall be entitled to partial remuneration, commensurate with the services provided.

09.4 If non-performance occurs during a delay in acceptance or if the Customer is responsible for it, the latter remains under the duty of responding in consideration.

09.5 All further claims shall be subject to Clause 12.

10. RETENTION OF TITLE

10.1 Title to the Works delivered and to be delivered to the Customer by Supplier will continue to vest in Supplier until the Customer has fulfilled all its payment obligations towards the Supplier, including payment for the installation of the Works and claims owing to failure of the Customer to fulfill its obligations. The Customer shall not be permitted to rely on a lien as regards the storage charges and to set off these charges against the performances owed by the Customer.

10.2 The Supplier reserves title to the delivered goods up to full payment as specified in the offer and of all other amounts outstanding at date of passing of the order. Up to that time, the Customer shall insure the delivered goods against theft, breakage, damage by fire and water, and against any other damage. The Customer shall instruct the insurer that in the event of damage, any outstanding Supplier's claim shall be satisfied first.

10.3 The Customer shall induce the insurer to give the Supplier confirmation that this agreement has been made. If the Customer fails to prove that the delivered goods have been insured, the Supplier has the right to insure the object of delivery at the Customer's expense.

10.4 The Customer shall neither pledge nor assign the delivered goods as security. He shall abstain from all other acts that might impair title to the delivered goods. The Customer shall immediately inform the Supplier if the delivered goods to which title is retained are attached or seized or disposed of in any other manner by a third party.

10.5 If the Customer defaults in payment, the Supplier, after admonishing the Customer, has the right to take back the goods and the Customer shall hand them over. The enforcement of reservation of title and seizure of the goods by the Supplier shall not be construed as a cancellation of the order.

10.6 In countries where reservation of title can be enforced only under certain conditions or in a certain statutory form, the Customer shall ensure that such stipulations are fulfilled. Should the Customer fail to fulfill this obligation, the Supplier has the right to make delivery subject to an absolute guarantee of payment issued by a first-class trading or savings bank admitted as tax and customs guarantor. Such guarantee shall be for the total amount due to the Supplier at the time of passing of the order.

10.7 The Customer shall at the request of Supplier assist it in taking any measures necessary to protect Supplier's title to the goods in the country concerned.

10.8 If the Customer is in default in respect of any of its obligations, Supplier shall be entitled to (have others) fetch back the goods owned by him from the place where it is. The Customer hereby authorizes Supplier for that future event to enter spaces used at or for the Customer. The Customer shall be obliged to fetch the Plant at the first request from Supplier, if it has stored the goods or any part thereof with third parties. All the expenses involved in fetching back the Plant shall be for the Customer.

10.9 The retention of title shall not affect the transfer of risk under Clause 06.

11. LIMITED WARRANTY

11.1 For defects in the delivered goods the Supplier shall be liable for a warranty period of 6 months, starting on the arrival of the goods at the premises of Customer. The warranty period regarding services on site amounts 6 months, commencing the delivery of the Works. The supplier is liable only for defects which appear under normal conditions of operation and proper use of the Works.

11.2 Should shipment, installation or commissioning be delayed for reasons beyond the Suppliers control, warranty shall expire not later than 6 months from date of transfer of risk.

11.3 The Customer shall without undue delay notify the Supplier In Writing of any defect which appears. Such notice shall under no circumstances be given later than two weeks after the expiry of the period given in Clause 11.1. Where the defect is such that it may cause damage, the notice shall be given immediately. The notice shall contain a description of the defect. If the Customer does not notify Supplier of a defect within the time-limits set forth in this Clause, he shall lose his right to have the defect remedied.

11.4 The Supplier shall remedy any defect in the Works resulting from faulty design, materials or workmanship. Minor variations in the specified measurements, weights, figures, colors and other such details will not be regarded as defects.

11.5 The Supplier's liability does not cover defects which are caused by faulty maintenance or faulty repair by the Customer, or by alterations carried out without the Supplier's consent In Writing. The Supplier's liability does not cover normal wear and tear or defects arising out of materials provided or specified by the Customer.

11.6 Unless proven guilty of Gross Negligence and save as stipulated in Clause 11.1, the Supplier shall not be liable for defects. This applies to any loss the defect may cause including loss of production, loss of profit and other indirect loss.

11.7 No warranty claim exists for parts on which the Customer has performed changes or repairs without the Supplier's consent.

11.8 Defective parts which have been replaced shall be made available to Supplier and shall be his property.

11.9 For goods or parts that Supplier has obtained from third parties, Supplier shall only give that warranty on it received from its supplier itself. The warranty shall be subject to the conditions imposed by this third party.

12. LIABILITY

12.1 Supplier shall be liable for damage to the Customer's property occurring before taking-over of the Works only if it is proved that such damage was caused by Gross Negligence on the part of the Supplier. The Supplier shall however under no circumstances be liable for loss of production, loss of profit or any other consequential, special or incidental economic loss.

12.2 The Supplier shall not be liable for any damage to property caused by the Works after completion and whilst in the possession of the Customer. Nor shall the Supplier be liable for any damage to products manufactured by the Customer, or to products of which the Customer's products form a part.

12.3 Damage claims due to non-performance, positive breach, culpa in contrahendo (negligence in concluding what has been agreed), tortuous act or any other title whatsoever are barred. This exemption of liability shall not apply for intentional or grossly negligent act on the part of the Supplier and its extent shall be limited to reparation of the damage foreseeable for the Supplier at the time of passing of the order.

13. SUPPLEMENTARY PROVISIONS FOR SERVICES ON SITE

13.1 Customer shall provide heating, lighting, electrical energy, water, telephone and fax facility, including the necessary connections, free of charge. It shall moreover provide the necessary devices and tools and permit our personnel to use any workshops available or other premises required. Customer shall ensure that suitable and secured premises are available for storage of the our personnel's tools. Customer shall bear assembly risks.

13.2 Customer shall brief our personnel on the safety regulations. Customer is responsible to maintain safety standards equal to European Union requirements. It shall obtain all the necessary official permits. This shall apply in particular if special permits are required for special hazards or for overtime and work performed on Sunday and public holidays.

14. FORCE MAJEURE

14.1 Either party shall be entitled to suspend performance of his obligations to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: industrial disputes and any other circumstance beyond the control of the parties such as

fire, war (whether declared or not), extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power and defects or delays in deliveries by sub-sellers caused by any such circumstances referred to in this Clause.

14.2 The party claiming to be affected by Force Majeure shall notify the other party In Writing without delay on the intervention and on the cessation of such circumstance.

14.3 If Force Majeure prevents the Customer from fulfilling his obligations, he shall compensate the Supplier for expenses incurred in securing and protecting the Works.

14.4 Either party shall be entitled to cancel the order by notice In Writing to the other party if performance is suspended under Clause 13.1 for more than six months.

15. CONCLUDING PROVISIONS

15.1 These General Terms of Delivery shall be governed by the Law of The Netherlands.

15.2 Any and all disputes arising in connection with this Agreement shall be finally settled in the court having jurisdiction at the Supplier's domicile. The Supplier also has the right to settle disputes arising from these General Terms of Delivery in the court having jurisdiction at the Customer's domicile or that court in the jurisdiction where the Works are then located.