

GENERAL TERMS OF DELIVERY AND PAYMENT of MBG Systems B.V.

Article 1: Relevance

These conditions apply to all offers and all agreements for carrying out work or concerning buying and selling. In these conditions the party making the offer/seller will be mentioned MBG while the other party is known as the principal. Standard conditions used by the principal do not apply unless those conditions have been accepted in writing by MBG

Article 2: Offers

All offers are non-committal unless otherwise has been explicitly stated in writing. Offers are based on the information, drawings etc. which may be supplied by the principal and which MBG may assume are correct. Prices quoted apply to delivery ex workshop, factory, etc. and do not include sales tax. MBG is not bound by information contained in folders, publications etc., unless explicit reference is made to those folders and publications in the agreement.

Article 3: Industrial and intellectual proprietary rights

MBG retains, unless otherwise has been agreed, the copyright as well as all other rights to intellectual or industrial ownership concerning the designs, sketches, illustrations, drawings, models, software and offers supplied by him. Those documents and items continue to be his property and may not, unless MBG accepting the order has given explicit permission to do so, be copied, shown to third parties or used in any other way, whether or not the principal has paid for the items and documents in question. The principal is required to return those items and documents to MBG the first time he is requested to do so, and failure to do so means that he shall be required to pay a fine amounting to € 500,- per day.

Article 4: Packaging

Any packaging which may be necessary is charged for a cost price and cannot be returned. MBG can decide whether or not packaging is necessary.

Article 5: Recommendations, designs and materials

Information and recommendations supplied by MBG is only of a general nature and is non-committal. MBG does not accept responsibility for a design prepared by or on behalf of the principal, nor does he accept responsibility for any recommendations which may be associated with that design.

The principal is responsible for a functional suitability of the materials prescribed by the principal. The term "functional suitability" means the suitability of the material or the component for the purpose for which it is intended to be used according to the design of the principal.

MBG, if an order is placed, only accepts responsibility for designs which have not been made by him or on his behalf if the designs have been made according to the order given and for the suitability of the materials used for in so far as those materials have been prescribed by the principal. The principal is authorised to have materials which have not been prescribed by him examined by third parties before the materials in question are used. Costs incurred for this will be paid by the principal. The principal cannot, after the materials or components have been used, appeal to the fact that the materials used was not suitable from functional point of view, nor to the fact that the material is definitive in other ways and which he could within reason have found if the materials had been examined.

If the principal wishes to transfer, when the order is placed, the responsibility for the designs made by or on his behalf to MBG then the latter is not required to accept that responsibility. MBG must be given sufficient time to take a decision about that transfer of responsibility. MBG must be given an opportunity to study the entire design and check the calculations and the principal must in that case provide him with all information and documents which are necessary or which may be of use to him.

MBG may not be required to carry out the examination free of charge unless it was apparent from the request for an offer that the principal wishes to transfer responsibility to MBG.

MBG never accepts any responsibility of any kind whatsoever for components and/or materials which the principal has made available or has prescribed.

Article 6: Agreements

Agreements of any kind whatsoever only become effective after written confirmation of MBG, or from the fact that he is carrying out the agreement. Agreements entered into with subordinate employees of MBG are not binding on the latter for in so far as they have not been explicitly confirmed by him in writing. The term "subordinate employees" must be taken to mean, in this connection, all employees who are unauthorised to sign on behalf of MBG.

Article 7: Date and place of delivery

Delivery times are fixed on approach. The delivery time commences when agreement has been reached about all technical details and after all information, drawings etc. which are necessary for the work in question to be carried out is in possession of MBG and the latter has received the agreed (part-)payment.

The delivery time is based on the assumption that MBG can continue working in the way expected at the time when the offer was made, and that any materials necessary will be supplied in good time. Late delivery can only give rise to a claim for compensation if that has been agreed in writing.

If the goods have not, after the period of time allowed for delivery has passed, been purchased by the principal or cannot be used for the work in question, then the goods will be made available to the principal and will be stored at his expense and risk.

Article 8: Unfeasibility of carrying out the order

If, after an agreement has been entered into, the agreement cannot be carried out by MBG because of circumstances which he was not aware of at the time when the agreement was entered into, then MBG is entitled to claim that the agreement be altered in such a way that it is possible for him to carry out the order.

MBG is also entitled to suspend compliance with the obligations incurred by him and he is not considered to be

in default if he is temporarily unable, because of a change in circumstances, and that change could not have been reasonably expected when the agreement was entered into, and is beyond his control, to meet the obligations incurred by him.

The terms "circumstances" which could not have been reasonably expected" and "circumstances beyond his control" must also be taken to mean the failure by suppliers and/or subcontractors to meet their commitments to MBG or to meet these commitments to MBG to meet these commitments in good time, fire, strikes or interruptions to work or the loss of the materials to be used, or import or trade embargos. MBG is not entitled to suspend the agreement if it continues to be impossible to carry out the order or it is temporarily impossible for more than six months to carry out the order and the agreement entered into between parties shall, in that case, to be terminated and neither party can claim compensation from the other party for the damage suffered or which will be suffered because the agreement was terminated.

If MBG has partly met the obligations incurred by him, then he is entitled to a proportionate part of the price agreed, based on the work carried out and the costs incurred.

Article 9: Extent of the work accepted

The principal ensures that the licences, exemptions and such which are necessary for the work to be carried out are obtained in good time.

The price agreed for work accepted does not include (unless otherwise has been explicitly confirmed):

- building and construction work of any kind whatsoever, nor the costs of connections made to the water supplies or to the electricity supply.
- extra help for moving those components which are to be dealt with by the party accepting the offer as well as any hoisting- or lifting equipment and tackles.
- taking measures to prevent damage to the items present at or near the place of work.

d. the extra costs of removal associated with the nature of the material to be removed such as in the case of dangerous substances and/or chemical refuse.

Article 10: Changes to the work accepted

All changes to the work accepted, either made by means of a special instruction given by the principal or made because of changes in the design or due to the fact that the information supplied does not agree with the actual construction work being carried out, or because estimated quantities are deviated from, must, if extra costs are incurred because of this, be considered to be extra work; and if less costs are incurred then the changes will be considered to be less work. Extra work will be charged for according to the price fixing factors prevailing at the moment when the extra work is carried out. Less work will be set-off according to the price fixing factors prevailing at the time when the agreement was entered into.

Article 11: Assembly

Assembly is carried out according to the tariffs which normally apply. Personnel responsible for assembly assembles the materials supplied by MBG and/or the material included in the order.

MBG is not responsible for assembly work not covered by the order. The principal must ensure that MBG can carry out the work uninterrupted. The principal must ensure, among other things that MBG can carry out his work and obligations. The principal must ensure, at his own expense and risk, that suitable accommodation, satisfactory sanitary provisions and the provisions required by the government (ARGO) are available for the personnel of MBG, and that any dry storage places which may be necessary are present on the construction area for materials, tooling and other items. If assembly cannot, for reasons not attributable to MBG, be carried out regularly and without interruption or is delayed in another way, then the party accepting the offer is entitled to charge the principal for the extra costs incurred at the rate prevailing at the time.

The principal is responsible for payment of all other costs which are unforeseen and in particular:

- costs caused because assembly cannot be carried out in normal working hours.
- travel and accommodation costs which were not included in the price.

The principal must, when the work has been completed, be present and must check whether or not the work has been carried out satisfactorily.

Claims made after the personnel responsible for assembly have departed and concerning the way in which the work was carried out or the duration thereof will not be accepted unless the principal can show that he could not have been reasonably expected to discover a defect at the time when the work was completed. The principal must, in that case, submit a written claim to MBG within eight days after the defect was discovered, and must give MBG the opportunity to offer to repair a defect provided that notification of the defect was given within the period of time covered by the guarantee.

The principal must indicate what the defect is and when an how he discovered it.

Article 12: Completion

Work is considered to have been completed:

- if MBG has notified the principal either orally or in writing that the work has been completed and the principal has approved of the work.
- if, eight days after MBG has notified the principal in writing that the work has been completed, the principal neglects to inspect the work within that period of time.
- if the principal uses the work carried out and provided that part of the work being used by the principal is considered to have been completed. Minor defects which can be repaired within 30 days after completion will not hinder completion.

The principal is obliged, if approval is withheld from work which prevents completion, to notify MBG in writing of that fact and must give reasons for withholding his approval.

If any component, for reasons not attributable to MBG, cannot be delivered at the same time as the work is completed, then the work can still be completed. Account must in that case be taken of the conditions concerning payment on the guarantee.

Article 13: Liability

MBG is only liable for damage caused to the principal which is solely and directly due to a failure attributable to MBG and provided that compensation will only be paid for the damage for which MBG is covered by insurance or should have been, within reason, insured according to the usual practices in the branch of industry concerned. The following conditions must also be bore in mind

a. Consequential company damage caused in any way whatsoever. The principal must, if required, take out insurance cover against damage of that kind.

b. MBG is not liable for damage of any kind whatsoever which is caused by or while work is in progress or the assembly of goods delivered or installations to goods which are being processed or goods which are near the place where work is being carried out unless and for in so far as MBG is insured against that damage.

c. MBG is not liable for damage caused intentionally or which is due to gross negligence by auxiliary personnel.

d. The compensation to be paid by MBG for damage caused will be mitigated if the price to be paid by the principal is small compared to the size of the damage suffered by the principal.

The principal will indemnify MBG against every claim made by third parties for compensation for damage against MBG with regard to use of drawings, samples, models or model boards or other items or other information respectively sent by the principal, and the principal is responsible for payment of all costs incurred in that respect.

The principal is liable for all damage as a result of loss, theft, fire or damage to the items, tools and materials of MBG as soon as these are present at the place of work, all this for in so far as not due to a failure attributable to MBG.

Article 14: Guarantee

Guarantee according to warranty clause on other side.

Article 15: Transmission of risk and Transport

a. In the case of delivery ex works, in accordance with Incoterms 2000, the risk in relation to the good shall pass at the moment when the seller makes them available to the buyer.

b. Irrespective of the provisions of the previous paragraph, the customer and the contractor agree that the contractor shall arrange for the carriage. The risk of storage, loading, carriage and unloading shall be borne by the customer in this case too. The customer may insure himself against these risks.

c. Even if the seller installs and/or assembles the goods sold, the risk in relation to the goods shall pass at the moment when the seller makes them available to the buyer at the business premises of the seller or at another agreed place.

d. If a purchase involves a trade-in and the buyer continues to use the goods to be traded in pending delivery of the new goods, the risk in relation to the goods to be traded in shall continue to be borne by the buyer until the moment at which he transfers them to the possession of the seller.

Article 16: Goods which are not collected

If the principal fails to collect goods which MBG has in his possession and which belong to the principal, in spite of the fact that the goods were made available, and payment has been made, then MBG is entitled to sell (have sold) those goods one month after they have been made available to the principal; and after the principal has been notified in writing that he is in default and MBG must pay the amount received for the goods to the principal minus the claims which he still has against the principal and the storage costs incurred.

Article 17: Payment

Payment must be made at the office of MBG.

The terms of payment are specified according to the nature and the importance of the delivery or the work to be carried out. The terms of payment are, unless otherwise agreed, as s:

- cash payment for commercial matters;
- work to be carried out within 30 days after the date shown on the invoice;
- Expenses incurred by MBG and paid in advance by the principal shall be set-off against the payment, respectively against the payment of the final instalment if payment in instalments has been agreed.

MBG is always entitled, before delivery or before commencing delivery or carrying out the order, to require the principal to give a guarantee which is satisfactory - in his opinion - that the principal shall meet the obligations to pay incurred by him. That condition also applies if credit is required to be given. Refusal by the principal to provide the guarantee required entitles MBG to dissolve the agreement by means of a written declaration to that effect, without prejudice to the rights of MBG to claim compensation for costs and loss of profits.

MBG is also entitled, if the principal is default with regard to meeting the obligations to pay incurred by him, to suspend work even if a definite date of delivery has been agreed. Requirements specified by any authority whatsoever and which hinder use of goods delivered or goods to be delivered shall not mean that the obligations to pay incurred by the principal are changed. The right of the principal to set-off any claims which he may have against MBG is explicitly excluded. The purchase price or the price for which work was agreed to be carried out is, in any case, payable on demand if the instalment agreed has not been paid in good time on the due date, or if the principal is declared bankrupt, applies for suspension of payments or is placed under legal control, or if any attachment is placed on the goods or claims of the principal or if the latter should become deceased, is liquidated, or is dissolved. If an invoice which has been sent has not been paid within 30 days after the date shown on the invoice, then MBG is entitled, after the period of time meant has passed, to require the principal to pay an amount for loss of interest, and that interest shall be equal to the interest allowed by law or be at least 10% per annum if the interest allowed by law is less than 10% and interest over part of the month shall be calculated as a complete month.

MBG is entitled furthermore, in addition to the principal claim

and the interest, to require the principal to pay all extra-judicial costs incurred because payment was not made (in good time). The principal owes extra-judicial costs in every case where MBG has been assisted by a third party with regard to collection of the amount owed.

Extra-judicial costs shall be calculated according to the tariff applicable to debt collection advised by Dutch Order of Attorneys. The amount of extra-judicial costs to be paid and the obligation to pay those costs is apparent from the mere fact that MBG applies for the principal to be declared bankrupt, then the costs incurred for the application to declare the principal bankrupt are also owed as well as the principal sum owed, the interest and extra-judicial costs.

If MBG is put in the right in a judicial procedure in whole or in part, all costs incurred an associated with this procedure shall be paid by the principal.

Article 18: Claims or complaints

The principal cannot appeal to faulty performance if he has failed to notify MBG in writing during the lifetime of the guarantee within eight days that he has found a defect or could have been expected to have found a defect, in which case he must notify MBG in writing what the defect is and when and how he has discovered it.

Complaints about invoices must be submitted in writing 8 days after receipt of the invoice concerned. The principal loses all rights and authority which he had with regard to defects if he fails to claim and/or has not given the opportunity to repair the defects within the period of time referred to above.

Article 19: Price changes

The prices agreed are based on the costs of material and wages prevailing on the date on which the offer was made. If and for in so far as the period between the date of the offer and the delivery or completion is longer than six months and the wages, the prices of the materials and such have changed in that period, then the price agreed or the price agreed for the work to be carried out shall be revised proportionately. Payment of any extra amount in accordance with that which is specified in this article shall be made at the same time as the principal sum owed is paid or the last instalment of that sum is paid. If materials, raw materials or other articles are made available by the principal for the work to be carried out, then MBG is entitled to include, when calculating the price to be paid for the work to be carried out or the price to be paid respectively, a maximum of 10% of the cost price of the goods delivered.

Article 20: Retention of proprietary rights and the right of lien

The principal shall only become owner of the goods delivered or still to be delivered by the party accepting to order subject to contingent conditions.

MBG remains owner of the goods delivered or still to be delivered as long as the principal has not paid the claims of MBG concerning the agreement or a similar agreement. MBG continues to own the goods delivered or still to be delivered as long as the principal has not paid for the work carried out or which still has to be carried out under the terms of similar agreements, and as long as the principal has not paid claims made with regard to failure by him to comply with the terms of those agreements, including claims concerning penalties, interest and expenses. The principal is, for as long as he has not paid the claims specified the above, not entitled to establish a mortgage right, a right of lien or an unpropriated right of lien on the goods supplied by MBG and the principal agrees to declare, at the first time of asking by MBG, to third parties wishing to establish such a right of lien.

If the principal should fail to meet any obligation incurred by him towards MBG under the terms of the agreement and concerning the goods sold or the work to be carried out, then MBG is entitled, without being required to give notice of default, to repossess the goods, both those originally supplied as well as the newly formed goods. The principal authorises MBG to enter the place where those goods can be found. MBG transfers, at the time when the principal has met all the obligations to pay incurred by him under the terms of this agreement and similar agreements, ownership of the goods delivered, on condition of the right of lien of MBG and on behalf of other agreements which MBG has with the principal. The principal shall, at the first time of asking by MBG cooperate with regard to all actions which may be required in that respect.

Article 21: Dissolution

Dissolution in full or in part of the agreement takes place by means of a written declaration by the party authorised to make that declaration. The principal must, before approaching MBG with a written declaration that the agreement is to be dissolved, first notify MBG that he is in default and must grant the latter a reasonable period of time during which MBG can still meet the obligations incurred or make defaults good, and the principal must indicate the defaults accurately in writing. The principal is not entitled to dissolve the agreement in full or in part to suspend the obligations incurred by him if he was himself already in default with regard to meeting the obligations incurred by him. If MBG agrees to dissolve the agreement and there is no mention of default by MBG, then he shall always be entitled to claim compensation for all capital damage such as costs, loss of profits and reasonable costs for fixing the damage suffered and liability. If the agreement is dissolved in part, then the principal cannot claim that work carried out by MBG be undone and he party accepting the order is always entitled to receive payment for the work already carried out by him.

Article 22: Applicable legislation

All agreements are subject to the law of the Netherlands. The stipulations specified in the Viennese Purchase Treaty do not apply, nor does any future international regulation concerning the purchase of moveable property and of which parties can make use. All disputes arising from offers and agreements, however such disputes may be called, shall be submitted to the Civil Court in the place where MBG is established and which is competent to deal with the dispute, unless legal requirements stipulate otherwise.



WARRANTY of MBG Systems B.V.

The contractor and/or seller warrants the satisfactory performance of work contracted in respect of construction, material and treatment, which implies that:

- 1) It shall deliver free of charge new parts for all those parts that during a term of twelve (12) months after operation date become defective due to inadequate construction and/or defective materials.
- 2) A maximum of eighteen (18) months after delivery date shall apply for the period of time referred to in paragraph 1. Delivery date shall be deemed to be the date stated on the "consignment note" and/or "bill of lading".
- 3) Defects that have arisen due to normal wear, incompetent treatment or operation, incompetent or incorrect maintenance, insufficient lubrication and lubrication with defective material, are not covered by the warranty.
- 4) Defects that have arisen after adaptations and/or repairs carried by and/or on behalf of the customer and/or the purchaser, or by third parties, are not covered by the warranty.
- 5) No warranty is given for parts, machinery, instruments, equipment, installations or assembly that have not been installed by the contractor and/or the seller, or for those parts, machinery, instruments, equipment, installations or assembly that have been installed but not delivered by it.
- 6) The warranty only applies if the customer and/or purchaser have complied with all its obligations financial or otherwise to the contractor and/or seller.
- 7) In no event does the warranty cover more than the delivery and installation of new parts. In no event are the contractor and/or the seller liable for any other damage incurred by the customer and/or the purchaser.
- 8) Contrary to the aforementioned, machinery, motors, instruments, equipment or articles delivered with a maker's warranty shall be covered by the warranty provisions laid down by the maker. If the maker does not provide warranty or provides a shorter warranty period then the contractor and/or the seller shall likewise provide no warranty or a shorter warranty period.
- 9) Unless otherwise agreed, no warranty is given for machinery, motors, instruments, equipment or articles delivered that were not new at the time of delivery.
- 10) A survey report, drawn up by an independent international claims assessor or assessment agency, is required for warranty claims that exceed a total amount of € 3,500.--.
- 11) The customer and/or purchaser shall submit in writing any warranty claim to the contractor and/or the seller within seven (7) days, failing which the claim will lapse.
- 12) Disassembly and/or installation costs of those parts that are covered by the warranty shall only be borne by the contractor and/or seller if this can be carried out by its own workforce during the normal working hours within the Netherlands borders. Additional costs such as crane assistance, internal transport assistance from an external workforce etc. shall not be borne by the contractor and/or seller. If installation and/or disassembly must be carried out outside the Netherlands borders, all related costs shall be borne by the customer.