

GENERAL TERMS AND CONDITIONS OF SALE AND SUPPLY OF VILTON B.V.

ARTICLE 1. APPLICABILITY

- 1.1 These general terms and conditions apply to all applications to Vilton as well as to all agreements concluded between Vilton B.V. concerning all related work, deliveries and services and the materials used by Vilton.
- 1.2 Derogations from these terms and conditions can only be agreed in writing.
- 1.3 General terms and conditions of the Client, however described, are not applicable and are excluded.

ARTICLE 2. OFFERS

- 2.1 The offers from Vilton are revocable and without obligation.
- 2.2 The offers from Vilton are based on the information which is provided by the Client and therefore based on the data in writing and drawings being known at that time.
- 2.3 The Client guarantees that the Client thereby has provided all essential information for the planning and execution of the project/work.

ARTICLE 3. COMING INTO EFFECT OF AN AGREEMENT

- An agreement comes into effect if and insofar as:
- the Client has accepted the offer provided by Vilton; or
 - Vilton accepts an order placed in writing by the Client unconditionally and in writing within eight working days from the date of an order; or
 - an agreement in writing is signed by both parties; or
 - Vilton has commenced with the execution of the order concerned.
- The invoice is also considered to be the confirmation of the assignment for deliveries and work for which, due to their nature and extent, no offer or confirmation of the assignment is sent. This will also be deemed to represent the agreement correctly and completely.

ARTICLE 4. PRICES

- The prices of Vilton are:
- based on the level of the purchase prices applicable at the time of the offer or order date; - freights, insurance premiums and other costs;
 - based on delivery ex factory/warehouse or another destination in the Netherlands to be stated by the Client, unless agreed otherwise in writing;
 - excluding the unloading costs;
 - excluding VAT and other duties;
 - for orders outside the Netherlands based on delivery ex factory/warehouse;
 - changes in wages, materials, duties, taxes or other costs can be charged during the term of the agreement;
 - excluding the costs of packaging that is not standard;
 - excluding the costs of assembly and the start-up unless otherwise stated, in which case this will be separately specified.
- The offered prices only apply to the offered quantity.

ARTICLE 5. PAYMENT

- 5.1 Unless agreed otherwise, payment must take place net without reduction or set-off to a bank or giro account to be designated by Vilton within 30 days from the invoice date.
- 5.2 If the Client does not pay in a timely manner the Client will be in default without further notice of default and Vilton will have the right to regard the agreement as terminated without judicial intervention, or to claim specific performance, whereby the Client will be obliged to pay interest of 1% above the statutory interest per month, as well as all costs, including the costs of collection and legal assistance attached to the collection of the contractual price.
- 5.3 Every payment from the Client serves primarily to settle the interest owed by it as well as the (collection) costs and/or administration costs and thereupon serve to settle the claim outstanding the longest.
- 5.4 The extrajudicial costs will be set at 15% of the principal sum or the unpaid part thereof, which will be owed on the date the claim is referred for collection without Vilton being obliged to demonstrate that these costs were incurred for collection.
- 5.5 In the event that the Client:
 - is declared insolvent or the Client submits an application for moratorium, or attachment is levied on all or a part of the assets/revenue of the Client;
 - dies or is placed under a guardianship order;
 - does not fulfil contractual obligations pursuant to the law or these terms and conditions;
 - fails to pay the invoice amount or a part thereof within the period set out for this;
 - proceeds with cessation or transfer of its company or an important part thereof, including bringing its company into another to be founded company; this will give Vilton the right to terminate the agreement without judicial intervention.

ARTICLE 6. DELIVERY AND DELIVERY DATES

- 6.1 The delivery date commences on the day when Vilton has all necessary data and documents available for the purpose of the execution of the assignment.
- 6.2 The time when the goods are released/unloaded applies as the time of delivery without prejudice to the provisions of article 11. At that time the risk of the goods transfers to the Client. This also applies if Vilton must assemble the goods or put them into operation in the company.
- 6.3 The Client is obliged to inspect the delivered goods no later than within twenty four hours from delivery for any shortages or damage and to report these to Vilton, in the absence of which Vilton will be entitled not to accept any complaints concerning this.
- 6.4 Vilton will be entitled to deliver in parts, which will be invoiced separately. Unless agreed otherwise article 5 (payment) applies.
- 6.5 Delivery will be deemed to have taken place by means of a carrier delivering to the Client, which will be evident from the copy of the acknowledgement of receipt signed by the Client. If the goods are not purchased by the Client within ten days of notification of delivery, Vilton will be entitled to invoice for the goods concerned while storing the goods from that time fully at the expense and risk of the Client.
- 6.6 Agreed delivery dates are not binding. In case of exceeding thereof, the Client will

be entitled to set a reasonable period for Vilton of at least fourteen days, within which the goods must still be delivered. If the delivery is again not forthcoming the Client will in that case be entitled to terminate the agreement without Vilton being obliged to any compensation of whatsoever nature. The period of fourteen days does not apply to orders of special products with a long delivery period, specific applicable or required inspections.

ARTICLE 7. TRANSPORT COSTS AND TRANSPORT RISK

- 7.1 The manner of transport, dispatch, packaging and suchlike will be determined by Vilton unless further instructions are agreed by the Client. Any specific requirements of the Client concerning packaging and/or transport will only be executed at payment of the costs thereof by the Client.
- 7.2 The transport of goods takes place in principle at the risk of Vilton, except for consignments outside the Netherlands. The liability of Vilton will at all times be limited to the purchase price of the goods. Vilton will be entitled to charge an insurance surcharge.

ARTICLE 8. LIABILITY

- 8.1 Except for mandatory legal provisions, Vilton will not be obliged to any compensation of direct or indirect damage of whatsoever nature, including consequential loss to movable or immovable property or injury of persons, on the part of the other party as well as on the part of third parties.
- 8.2 The other party is obliged to indemnify Vilton against and reimburse Vilton for all costs, damage and interest which might arise for Vilton as the direct result of claims by third parties against Vilton with regard to incidents, acts or omissions for which Vilton is not liable towards the other party pursuant to these terms and conditions.
- 8.3 Vilton will in any event not be liable for damage caused through improper use of the delivery or through the use thereof for a purpose other than for which it is suitable according to objective standards.
- 8.4 Vilton will also not be liable for damage caused by a defect of the product of Vilton if:
 - Vilton has not brought the product on the market;
 - it is plausible, taking the circumstances into consideration, that the defect which caused the damage did not exist at the time when Vilton brought the product on the market, or the defect arose later;
 - The defect is the result of the fact that the product is in accordance with mandatory government regulations.
- 8.5 The liability of Vilton will in any event be limited to the maximum level of the cover of the product, consequential loss and transport insurances. Except for provisions stated elsewhere in this article the damage caused by Vilton to the other party (consequential loss) will at all times be limited to the net invoice amount of the delivered goods.
- 8.6 Vilton does not accept any liability whatsoever for damage which might arise through infringement of intellectual property rights of the Client and/or third parties during the performance of the agreement as a result of the use, by or on behalf of the Client, of data provided such as drawings, models and suchlike, all this in the broadest sense of the words. The Client therefore expressly indemnifies Vilton against any liability concerning this.
- 8.7 If Vilton assists during the assembly and/or making ready for operation without this having been stated in the assignment, this will take place on the request and at expense and risk of the Client.
- 8.8 By taking receipt of the delivered goods by or on behalf of the other party, Vilton is indemnified against all possible claims by the other party and/or by third parties for payment of compensation, regardless of the cause of the damage, except for fulfillment of the guarantee obligation.
- 8.9 With regard to advice provided Vilton will only be liable for shortcomings thereof which are usually avoidable and/or foreseeable but for no more than the amount of the stipulated payment for advice.
- 8.10 Except in the event of intention or gross negligence on the part of Vilton and except for the guarantee obligations of Vilton, Vilton will never be liable for any damage on the part of the Client, also including loss of trade or environmental damage, consequential loss, or damage as a result of liability towards third parties.

ARTICLE 9. FORCE MAJEURE

- 9.1 If Vilton is prevented through a non-attributable failure from carrying out the agreed work it will either have the right to extend the execution time by the duration of the force majeure or to terminate the agreement insofar as this has not yet been performed.
- 9.2 Every circumstance whatsoever as a result of which it is reasonably impossible for Vilton to deliver in the usual manner applies as force majeure. This circumstance includes in any event but not exclusively:
 - war;
 - uprising;
 - riots;
 - wilful damage;
 - strike action and exclusion;
 - natural disasters;
 - breakdowns of power supplies or supplies of materials;
 - transport delay;
 - the failure to and/or no longer delivering on time by suppliers of services and/or products and/or disruptions in a service and/or breakdown of a product of a supplier;
 - breakage of machines and/or tools and government measures.

ARTICLE 10. TOLERANCE WITH REGARD TO PRODUCT AND QUANTITY

- 10.1 Vilton does not accept any liability whatsoever for deviations in colour which are no more than colour nuances. The Client will not have the right to refuse the delivery in that event.
- 10.2 Vilton retains the right to deliver 10% more or less than the ordered quantity.
- 10.3 Vilton is permitted to deliver a tolerance of 10% more or less with regard to products of which the wall or plate density or grammages are stated.
- 10.4 Vilton refers for the permissible deviations from measurements or densities

to the articles concerned in nationally recorded standards; all this insofar as not expressly derogated from in writing in the offer and insofar as no separate specification is agreed in writing.

- 10.5 Return consignments only take place after approval in writing from Vilton. The level of the costs thereof will be determined by Vilton.

ARTICLE 11. MOULDS, MATRICES, PRESS KNIVES AND OTHER TOOLS

- 11.1 Moulds, matrices, press knives and other tools, hereinafter referred to as moulds and suchlike, produced by Vilton or entirely or partially produced on the instructions of instructions for which the Client has agreed to be the costs remain the property of Vilton.
- 11.2 If Vilton must be responsible for ensuring the production of moulds and suchlike Vilton will only have to commence with the production after the Client has paid Vilton for the costs agreed for this. The same applies to improvements/alterations to, or repairs of, moulds and suchlike. If no price has been expressly agreed for the work the Client will upon first request from Vilton pay a reasonable amount for the costs incurred.
- 11.3 For loss of, or damage to, moulds and suchlike Vilton will only be liable if the loss or damage is the result of intention, gross negligence or serious improper treatment on the part of Vilton. Vilton will not have any obligation of payment of compensation.
- 11.4 The moulds and suchlike will be kept by Vilton for the Client until three years after the delivery of the last order. Following this Vilton' obligation of custody will lapse and it will be entitled to destroy the moulds and suchlike after the expiry of one month without being held liable for payment of any compensation concerning this.

ARTICLE 12. RETENTION OF TITLE

- 12.1 All goods delivered by Vilton, even if they have already been fitted in accordance with this agreement, remain the property of Vilton until the time of payment in full of all that which is owed by the Client on the basis of this agreement or another agreement related thereto, including interest and costs.
- 12.2 The Client is obliged to keep the delivered goods clear and recognisably separate from other goods as long as the delivered goods are not used and for as long as the ownership has not been transferred.
- 12.3 In the events as described in article 13 subclause 1, Vilton will have the right, without notice of default and without judicial intervention, to claim back the goods which were delivered but not paid for or not paid for in full as its property, subject to set-off of that which was already paid but without prejudice to all rights to claim compensation for any loss or damage. Return consignments: the costs of return consignments take place after the express approval from Vilton. The level of the costs will be determined by Vilton.

ARTICLE 13. RIGHT OF RETENTION

- 13.1 Vilton has the right of retention of all goods which are in the possession of Vilton by or on behalf of the Client, regardless of the cause, as long as the Client has not fulfilled all its obligations towards Vilton.
- 13.2 Vilton is thereby obliged to manage these goods in accordance with good business practice without the Client being able to enforce any right to compensation in the event of destruction, partial loss and/or damage through no fault of Vilton. The risk of the goods will thus remain with the Client.

ARTICLE 14. TERMINATION

- 14.1 Without prejudice to the provisions of the previous article of these General Terms and Conditions, Vilton will be entitled to terminate the agreement wholly or in part with immediate effect and without notice of default if:
 - the Client does not, not in a timely manner or not properly fulfil one or more of its obligations towards Vilton;
 - a petition for bankruptcy is submitted against the Client, the Client personally petitions for bankruptcy, is declared bankrupt, has applied for moratorium, moratorium is granted, proceeds with liquidation of (a part of) its company, offers a composition to its creditors or appears insolvent in another manner;
 - in the opinion of Vilton, performance of the agreement by the Client is unreasonably onerous as a result of force majeure;
 - the Client has not provided sufficient security for its payment obligations upon first request from Vilton.
- 14.2 In the event of termination as referred to in the previous subclause Vilton will never be obliged to whatsoever form of compensation. The Client is obliged to indemnify Vilton against claims by third parties arisen as a result of the termination.
- 14.3 Termination of the agreement by Vilton will not affect its right to compensation of damage suffered or still to be suffered as a result of this.

ARTICLE 15. DISPUTES AND APPLICABLE LAW

- 15.1 All offers from Vilton, agreements and performance thereof are governed by the law of the Netherlands.
- 15.2 All disputes, including those which are only considered to be a dispute by one party, which might arise by reason of the agreement between Vilton and the Client will be adjudicated by the court of competent jurisdiction in Lelystad.

GENERAL TERMS AND CONDITIONS OF ADVICE AND SERVICES VILTON B.V.

GENERAL

- These terms and conditions apply beside and in addition to the general terms of supply of Vilton B.V.

DELIVERY AND COMPLETION

- Our order confirmation in writing is binding concerning the assembly/installation work and the delivery and completion period involved thereby. Agreed delivery dates always apply as an estimate.

The delivery periods commence from:

- the date of coming into effect of the agreement;
- the date on which the Client has provided us with the necessary data;
- the date on which the Client has paid a stipulated advance payment;
- the date on which the Client has provided us with drawings, designs and suchlike, approved by an authorised person.

The latest of one of the details referred to is the determining factor.

- The Client will not be entitled in the event of exceeding the delivery date to refuse the purchase of the assembly / installation, or as the case may be to cancel the agreement. In the event of prolonged exceeding of the delivery date we will consult with the Client what is to be done in accordance with reasonableness and fairness.

In case of termination of the agreement, the Client will pay for the goods and services delivered to date.

Termination of the agreement cannot result in any obligation on our part for the compensation of damage of whatsoever nature.

We can suspend the delivery and completion as long as the Client has not strictly fulfilled its obligations.

- The work will be considered to be delivered and completed:
 - if the Client has approved the work after inspection and confirmed this in writing;
 - after we have informed the Client that work is installed, assembled and/or ready for operation. The Client must provide us with the required testing facilities.

The absence of a part which should have been delivered by a third party supplier will not be a reason to regard the work as not delivered;

 - after the expiration of 8 days after we have informed the Client in writing that the work is completed and ready for operation and the Client has failed to inspect, or have tested, the work within this period;
 - after the Client has actually taken the work into use. In case of the taking into use of a part, that part will be regarded as delivered.
- Minor non-essential defects will be rectified by us as soon as possible and cannot be a reason for Client to withhold approval.
- Unless separately stated, our offers cannot be considered to be advice.

EXTENT OF THE WORK

- The assembly/installation work to be carried out comprises the work as described in the confirmation of the assignment and, if and insofar as agreed, the assembly/ installation work also comprises the assistance/the instructions concerning the use and operating of the systems to be delivered to the staff designated for this purpose. All this will be arranged in mutual consultation without us guaranteeing a specified result with regard to the assistance and the instructions.
- Unless expressly agreed otherwise, the following work, deliveries and facilities do not form part of our obligations. The client is obliged to ensure that the following will be carried out or executed in a timely manner so as not to delay the work to be carried out by us.
 - ground, paving, fencing, demolition, foundations, concrete, wood, training and furnishing work or other additional work/activities, of whatsoever nature. In all events the Client must ensure good accessibility to the workshop;
 - the making available of help for the item to be moved, which cannot reasonably be expected by two people, as well as the hoisting and/or lifting equipment and means of transport;
 - the making available, setting up and removal after the completion of the work of scaffolding, platforms and ladders;
 - the supply of fuel and auxiliary materials such as pressurised air, gas, water, electricity and the required supply and drain pipes, necessary for the execution of the work, as well as any testing and start-up which forms part of the system to be delivered/assembled;
 - the making available for the duration of the work, in close proximity to the work to be carried out, of a dry, warm, well lit and separately lockable space of a sufficient size as shelter for the workmen and for the storage of the materials to be processed, tools and personal belongings of these workmen;
 - work to return part of the installation(s)/systems or goods which have become soiled or damaged during the work to a good condition, unless the soiling or the damage has been caused by our employees;
 - lighting of the workshop in such a manner that assembly work can continue.
- The Client will also ensure that applications will be made in a timely manner and/ or that the amounts owed will be paid with regard to supply pipes, connections, municipal tax on encroachments in, on or above public land the Nuisance Act permits, planning permissions and suchlike.
- Unless expressly agreed otherwise in writing, any residual material / rubbish remains on the site.

CONTRACT EXTRAS/CONTRACT REDUCTIONS

- We have the right to carry out additional work and to charge for this without prior permission from the Client if the additional work does not amount to more than 10 % of the originally agreed amount. If the additional work will amount to more than 10 % of the contract price, this will be confirmed to us by means of an assignment in writing.
- Amendments of the assignment originating from the Client or caused by a change of circumstances as a result of which the original agreement cannot be (fully) maintained will be charged on as being contract extras or contract reductions. All this within the scope of reasonableness and fairness.
- If contract extras/contract reductions deviate more than 10 % from the original sum, parties will enter into consultation with regard to the measures to be taken. In the event of cancellation by the Client we will be entitled to invoice for the costs incurred or the goods delivered up to that time.

GUARANTEE/LIABILITY

- The supplier guarantees that the delivered/assembled goods meet the agreed specifications and the requirements are to be reasonably set for this with regard to usability and sound condition during 12 months. The guarantee obligation is limited to repairs and/or replacement of any shortcomings provided that a complaint is made in a timely manner.
- We are not liable for:
 - assembled materials which do not originate from us;
 - influence on the assembly / installation of the application of material and user or operating instructions which do not originate from us;
 - the consequences of user instructions not being executed properly with regard to operating and/or energy supply;
 - usual wear and tear as well as damage/wear and tear caused by overburdening or through the influence of abnormal circumstances;
 - the application of the safety requirements prescribed by law.

In these cases the guarantee obligation of the supplier will lapse.

COMPLAINTS

- The Client is obliged to submit complaints directly to us in writing within one month after the work is delivered.

PAYMENT

- We are entitled in the event of assembly/installation to require payment by instalments, as follows:
 - 33% at the entering into of the agreement;
 - 33% at the testing/inspection of the goods, or the most important parts thereof, being ready for dispatch;
 - 34% within 30 days from the expiry of the second period.

FILING

These terms and conditions are available on the reverse side of our documents and on the website www.Vilton.nl

