



GENERAL CONDITIONS OF SALE

General Conditions of Sale of COMRON INTERNATIONAL B.V., with its registered office in (1422 AD) Uithoorn, at Amsterdamseweg 20, filed with the Commercial Register under file number 34213160.

Article 1. Applicability

- 1.1 These General Conditions of Sale (hereinafter: 'Conditions') are applicable to all contracts for the purchase/sale and delivery of items and/or services concluded between Comron as seller/service provider and Comron's other party as buyer/client (hereinafter: 'the Buyer'), as well as to offers from the one party made to the other in the phase prior to the formation of the contract and the contract negotiations between parties.
- 1.2 The applicability of any general conditions maintained by the Buyer is hereby expressly rejected.
- 1.3 The Buyer who has contracted Comron at least once on the basis of these Conditions accepts thereby the applicability of these Conditions to his future contracts with Comron.
- 1.4 These Conditions are not applicable to contracts whereby Comron itself acts as the buyer of items and/or services. For such contracts, Comron uses separate general purchase conditions.

Article 2. Conclusion of a contract

- 2.1 Comron is authorised to break off contract negotiations with the Buyer in every desired phase. In that case, the Buyer shall not have the right to demand that the negotiations be continued and shall also not have any right to any compensation for incurred costs or lost profit.
- 2.2 Offers of Comron to the Buyer are always without obligation, unless Comron has expressly determined otherwise in writing. Comron is always authorised to withdraw an offer without obligation within two (2) working days after the Buyer's acceptance has reached it. Withdrawal may be made orally. Comron may only be deemed to have accepted an offer from the Buyer after it has confirmed this in writing. Offers are based on the information issued in the Buyer's request for quote.
- 2.3 If the Buyer has been shown or issued a model or sample, that model or sample is considered to be an approximation, without the item having to match the model or sample. The information and documentation shown or issued for the offer shall remain the intellectual or other property of Comron and must be returned upon request.
- 2.4 As soon as the contract has been concluded, the Buyer may not cancel or change the order except with the express consent of Comron.

Article 3. Prices

- 3.1 The agreed price is exclusive of Dutch VAT, other taxes and levies and any freight and insurance costs. These costs shall be borne in full by the Buyer.
- 3.2 If after conclusion of the contract and before delivery has taken place a circumstance arises that entails an increase in the cost price, such as a rise in the prices of materials and raw materials, wages, import duties or taxes, Comron shall be authorised to adjust the price accordingly.
- 3.3 If an adjustment as referred to in the previous paragraph results in an increase in price of more than ten (10) percent, the Buyer shall have the right to cancel the order provided he makes this known to Comron in writing within five (5) working days after Comron has notified the Buyer of the increase to be applied, failing which the Buyer shall be deemed to have agreed to the increase.

Article 4. Amendments after conclusion of the contract

- 4.1 If, with due observance of Article 2.4, the contract is amended at the Buyer's request, the extra costs associated with the amendment shall be borne in full by the Buyer. The delivery time shall in that case be adjusted accordingly.
- 4.2 Comron is authorised to deliver items that deviate from that which has been agreed if this is necessary for fulfilling statutory regulations or if it entails a minor amendment that constitutes an improvement.

Article 5. Delivery times

- 5.1 An agreed time for the delivery of items or the performance of activities does not constitute a strict deadline. In the event the delivery time is exceeded, the Buyer must give Comron written notice of default, whereby he shall give Comron a period of time of not less than two (2) weeks still to fulfil its obligations. The default commences no earlier than after expiry of this period of time.
- 5.2 Comron is authorised to deliver the items in instalments and to perform activities in instalments. Comron is authorised to postpone subsequent instalments until the Buyer has approved previously delivered items or performed activities in writing.
- 5.3 In the event items are delivered or activities are performed in instalments, such deliveries and performances shall be deemed to have been executed pursuant to separate contracts which are subject to these Conditions.

Article 6. Delivery

- 6.1 Delivery shall always be made in accordance with the EXW (ex works) condition, derived from the latest version of Incoterms as laid down by the International Chamber of Commerce. The risk shall pass to the Buyer at the moment of delivery. Transport costs shall be borne by the Buyer. Loading and transporting items shall be at the Buyer's risk and expense, also if Comron arranges for transport insurance in a particular case.
- 6.2 The Buyer is obliged to take possession of the items at the moment they are made available to him. If the Buyer refuses to accept the delivery or is negligent vis-à-vis issuing the necessary instructions, the items shall be stored at the Buyer's expense and risk. In that case the Buyer is obliged to reimburse all additional costs which Comron incurs as a result of the refusal or negligence.
- 6.3 If it has been agreed that Comron shall assemble the items on location, the following activities shall not be part of Comron's task:
 - construction activities of any kind whatsoever;
 - connecting the items to electrical, compressed air, natural gas networks or water mains and service pipes;
 - power supply cable up to switch cabinet.These activities shall take place at the Buyer's expense and risk.
- 6.4 In the case of assembly as referred to in the previous paragraph, the Buyer shall be obliged to arrange at his own expense for:
 - layout of the area and spaces in such a way that the activities to be performed may be carried out unhindered;
 - taking out comprehensive insurance for all materials, tools and the work already performed and keeping them insured against loss or damage;
 - punctually obtaining the required permits and exemptions.
- 6.5 The costs of additional work shall be borne in full by the Buyer. The term 'additional work' includes, among other things, the delivery and assembly of additional and/or different materials and/or the performance of additional activities of any nature whatsoever which were not taken into account in the contract. Levelling out floors, making openings, clearing spaces and removing floor covering shall also be regarded as additional work.

Article 7. Payment

- 7.1 Payment of the agreed price with all additional costs that are borne by the Buyer shall be made no later than at the moment of delivery. If it has been agreed in writing that the Buyer may pay after delivery, payment must be made within fourteen (14) days of the invoice date. The Buyer is not authorised to suspend his payment obligations, to apply a discount or reduction or to set off the amount owed vis-à-vis Comron against any claim that the Buyer might have against Comron.
- 7.2 The Buyer is obliged pursuant to the contract with Comron to furnish security at Comron's first demand in a manner and based on conditions to be determined by Comron for that which the Buyer owes or shall owe Comron in respect of the delivery of items or the performance of activities. If the Buyer fails to fulfil a request to furnish security at all or punctually, Comron shall have the right to cancel its obligations vis-à-vis the Buyer, or at least to suspend execution without Comron being obliged vis-à-vis the Buyer to pay any form of compensation. The Buyer shall in that case be obliged to compensate Comron for all damages, expressly including loss of profits.
- 7.3 All extra costs for opening/confirming/amending a documentary credit (= L/C or Letter of Credit) shall be borne by the Buyer.
- 7.4 If the Buyer fails to take possession of the sold items, he shall be sent an invoice which shall be paid without delay and without any discount or compensation. The due date shall be the day on which the invoice was sent.
- 7.5 Payment shall be made at the office of Comron, in cash in euros or, if it has been agreed that payment may be made by way of a bank transfer into a bank or giro account to be indicated by Comron also in Dutch currency and stating the indicated invoice number.
- 7.6 Default shall commence without further notice of default being required by the mere expiry of the payment term. From that moment, the Buyer shall owe Comron monthly interest of one (1) percent as well as compensation for extrajudicial collection costs fixed at 15% of the principal.
- 7.7 Amounts paid by the Buyer shall always serve firstly for the purpose of paying the interest owed and the compensation for extrajudicial collection costs and secondly for the purpose of paying due and payable invoices, whereby the invoice that has been outstanding the longest period of time takes precedence.
- 7.8 Complaints with regard to an invoice of Comron must be communicated to Comron in a well-reasoned letter within seven (7) days of receipt of the invoice, failing which the invoice shall be deemed to be correct.

Article 8. Retention of title

- 8.1 Comron retains title to the items until the moment that the Buyer has paid in full for the items delivered pursuant to the contract. The retention of title also relates to claims that Comron has against the Buyer due to activities performed for the benefit of the Buyer and claims ensuing from a breach of contract.
- 8.2 As long as the items are subject to the retention of title, the Buyer shall only be authorised to use the items in the context of his ordinary business operations. If he resells the items to third parties in the context of his ordinary business operations, he shall be obliged to notify Comron in advance of the proposed resale. Further, he shall be obliged to report to the third party that the item is subject to Comron's right of retention of title.
- 8.3 As long the items are subject to retention of title:
 - the Buyer shall be obliged to insure the items and keep them insured against damage and at its request to permit Comron to inspect the policy and the insurance conditions and to furnish a copy thereof;
 - the Buyer shall be obliged to inform Comron without delay of any claim of third parties that could obstruct payment in full or in part of the debt owed by the Buyer to Comron;
 - the Buyer shall be prohibited from leasing the items to a third party or otherwise from letting him use them or from creating any limited right to the items.
- 8.4 As soon as the Buyer is in default or if there is a reasonable fear that he shall default, Comron shall be authorised without further announcement to remove or

have removed from the Buyer the items delivered subject to retention of title. The Buyer is obliged to give every assistance on penalty of a fine of 10% of the debt for every day that this assistance is not forthcoming.

- 8.5 If Comron's retention of title were lost due to accession or specification, the Buyer shall, to the extent possible and to the extent that Comron has not become the co-owner of the new item, create in advance for the benefit of Comron a nonpossessory pledge on the new item, at least the item of which the item delivered subject to retention of title has become a component. In case the retention of title might be lost as a result of resale to a third party without the Buyer reporting Comron's retention of title, the Buyer shall create in advance for the benefit of Comron an undisclosed pledge on the claim that the Buyer receives against the third party in connection with the resale. The Buyer shall create in advance for the benefit of Comron an undisclosed pledge on the claim that the Buyer might receive against his insurer in respect of the damage or the loss of the item delivered subject to retention of title.

Article 9. Obligation to inspect and to lodge a complaint

- 9.1 Upon delivery the Buyer must inspect whether the items, including their accessories, or upon the completion of activities check whether the performed activities conform with the contract.
- 9.2 In the event of externally observable defects, shortcomings or shortages, the Buyer must inform Comron in writing within two (2) working days after delivery of the items or completion of the activities, failing which the delivered item or the performed activities shall be deemed to have been accepted by the Buyer and to conform with the contract. All other defects must have been communicated to Comron by the Buyer within eight (8) days of delivery or completion, failing which the delivered item or the performed activities shall be deemed to have been accepted by the Buyer and to conform with the contract, unless the Buyer in all reasonableness could not have discovered the defect within this period of time. In that last case, the Buyer must still notify Comron immediately after the discovery of the defect. The burden of proof that the defect could not have been discovered in spite of inspection rests with the Buyer. In any case, every right of the Buyer to invoke non-conformity shall lapse after expiry of thirty (30) days after delivery of the items or completion of the activities. Resale to a third party shall serve as unconditional acceptance.
- 9.3 Every complaint must be submitted in writing to Comron itself and must contain a clear and well-reasoned description of the defect, the shortcoming or the shortage or the nature and the scope thereof.
- 9.4 In the event a complaint has been communicated punctually to Comron, the Buyer shall immediately have to give Comron or a third party whose services have been engaged by it the opportunity to inspect the items or the performed activities, failing which the complaint need not be accepted and shall be deemed to be unfounded.
- 9.5 To the extent that the complaint is considered well-founded, the Buyer shall be obliged to grant Comron the time necessary for repairing or replacing the delivered item or for carrying out repair work. In the event of replacement, the benefit that the Buyer has had in the meantime shall be taken into account and fair remuneration therefore shall be charged. The Buyer is not authorised to suspend his obligations vis-à-vis Comron. In the case of a delivery that is not in conformity with requirements, Comron shall not be in default, and the Buyer shall therefore not be authorised to dissolve the contract before the period of time referred to in this paragraph has expired and the item has still not been repaired or replaced at that moment or the repair work has not yet been carried out.
- 9.6 To the extent that the complaint is considered well-founded, the obligations ensuing there from on Comron's part shall be limited – at its discretion – to credit the Buyer up to no more than the original price and the additional costs that the Buyer has incurred, or to repair or replace the relevant item or to perform the repair work at Comron's expense. Comron shall not bear any further liability. If repair work must be carried out by Comron, the travel and subsistence expenses shall be borne by the Buyer.

Article 10. Guarantee

- 10.1 Provided that the Buyer proves that he has complied with Article 9 in full, Comron shall issue a guarantee for the main components of the delivered item. This guarantee only concerns defects that arise in the period after the delivery. Comron shall not issue a guarantee if the defect was caused by improper use of the item by the Buyer, the Buyer's employees or auxiliary persons or otherwise is attributable to their fault.
- 10.2 The guarantee has a term of three months and commences on the day following that on which delivery took place. If, however, it has been agreed that Comron shall arrange for installation/supervision of the item at the Buyer, the guarantee period shall commence on the day following that on which commissioning the item was completed.
- 10.3 The guarantee is limited to the repair or the equivalent replacement of the relevant main component itself and is exclusive of travel and subsistence expenses, wages and other costs.
- 10.4 The burden of proof that a defect is covered by the guarantee rests with the Buyer.
- 10.5 The guarantee shall lapse or it can be suspended by Comron if the Buyer has not completely fulfilled its obligations vis-à-vis Comron.

Article 11. Force majeure

- 11.1 Breach of contract does not exist if force majeure makes it impossible for Comron to fulfil its contractual obligations punctually or otherwise, or at least hinders the foregoing to such an extent that punctual or other fulfilment cannot reasonably be demanded of it.
- 11.2 The term 'force majeure' means in any case: a strike, a factory/office sit-in by and/or lockout of employees, a distortion of existing exchange rates after conclusion of the contract, a fire, accident or another hindering event in the company of Comron, import or export hindrances, government measures, delayed delivery or non-delivery by suppliers and/or carriers, irrespective of the

cause thereof, and weather conditions and the consequences thereof. This summary is non-exhaustive. Every other event that makes punctual or other fulfilment impossible, or at least hinders the foregoing to such an extent that punctual or other fulfilment cannot reasonably be demanded of Comron can result in force majeure, provided Comron demonstrates that that event or circumstance cannot be attributed to it.

- 11.3 Only if the period of force majeure lasts longer than two (2) months shall the parties be authorised to dissolve the contract. In that case Comron shall not be obliged to pay any form of compensation. During the period of force majeure the Buyer's contractual obligations shall remain in full force. The Buyer is not authorised to suspend his obligations vis-à-vis Comron.

Article 12. Liability

- 12.1 All activities shall be carried out at the Buyer's risk.
- 12.2 Comron excludes every contractual and noncontractual risk or other liability for damage of the Buyer and third parties, irrespective of the nature of the damage, except if and to the extent that the Buyer proves that the damage arose as a result of the intent or wilful recklessness of Comron itself or its managerial staff.
- 12.3 To the extent that Comron nevertheless were liable for any damage, its liability shall be limited to the amount that the Buyer owes or shall owe Comron pursuant to the contract with Comron. Comron is not liable for loss of profit, consequential damage, damage to items other than the sold items themselves and immaterial damage.
- 12.4 The Buyer is obliged to indemnify Comron against all damage, loss, costs and interest which might be borne by Comron as a result of any action of third parties brought against Comron in connection with the contract, the execution thereof and the use by the Buyer of the delivered items, including any action in respect of the breach of patent rights and copyrights, through the use of data or models which have been issued to Comron by or on behalf of the Buyer in connection with the contract.
- 12.5 Comron stipulates for the benefit of its managers and subordinates, as well as by the auxiliary persons whose services it has engaged and their subordinates the right to invoke the contract and these General Conditions by accepting this stipulation.

Article 13. Termination of the contract

- 13.1 The claims of Comron on the Buyer are immediately due and payable in the following cases:
- If after the conclusion of the contract a circumstance is communicated to Comron that gives Comron good grounds for fearing that the Buyer shall not fulfil his obligations, including, for instance, the refusal of the Buyer to take possession of the items or the fact that an advance or other payment or the furnishing of security is not forthcoming despite a request thereto by Comron.
 - In the case of liquidation of the Buyer's company, a petition for or filing of a liquidation order and the granting of a moratorium to the Buyer.
- 13.2 Irrespective of Comron's right to compensation and its other statutory and contractual rights and powers, Comron shall in the aforementioned cases be authorised to suspend its own obligations or to proceed with the immediate dissolution of the contract.

Article 14. Competent court and applicable law

- 14.1 Disputes between Comron and the Buyer shall be resolved exclusively by the competent court in Amsterdam.
- 14.2 The legal relationship between Comron and the Buyer is governed exclusively by Dutch law, including international private law, but to the exclusion of the Vienna Sales Convention. Dutch law also governs the question of the applicability and validity of these General Conditions.

Article 15. Power to make amendments

- 15.1 Comron is authorised to modify or supplement these General Conditions. The amended conditions shall be in force with effect from the point in time determined in those conditions and shall replace the existing General Conditions from that moment. Comron shall inform its existing business relations of the amendments to its General Conditions. With respect to current contracts, the amended conditions shall be in force with effect from the point in time referred to in those conditions or the accompanying letter, at least, failing which, from the moment of receipt by the Buyer of the announcement that the Conditions have been amended or of the amended conditions themselves. Up until that point in time the existing Conditions shall remain in full force.

Article 16. Approximation

- 16.1 If a provision from these General Conditions is null and void or is voided, this provision shall then be replaced by a valid provision that corresponds as much as possible with the substance and purport of the null and void or voided provision. The voidness or voidability of any provision shall not affect the applicability and validity of the remaining provisions.

Article 17. Expiry period

- 17.1 Each claim vis-à-vis Comron shall lapse by the mere expiry of one year. This expiry period shall commence on the day following that on which the claim has become due and payable or the Buyer has become aware of any damage.

Article 18. Translation of these Conditions

- 18.1 The Dutch version of these Conditions shall be authentic and shall prevail, in case of inconsistency, over the English translation of these Conditions.