

GENERAL CONDITIONS OF SALE, DELIVERY AND PAYMENT
BROSHUIS B.V. KAMPEN



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§ 1 Applicability of these conditions

- 1.1 In these conditions other party shall mean the party, which by signing a document or in any other way has accepted the applicability of these general conditions.
- 1.2 Unless otherwise expressly agreed upon in writing, the present general conditions apply to all offers and agreements of purchase and sale, of contracting for work, of repair, maintenance or inspection or of whatever shape, manner or form with Broshuis, irrespective of the origin of the goods or materials delivered.
- 1.3 Clauses deviating from and/or supplementing these general conditions shall only apply if and in so far as they have been expressly confirmed in writing by Broshuis and shall apply exclusively to the agreement for which they have been drawn up.

§ 2 Offers

- 2.1 All offers (and commitments) by (representatives of) Broshuis shall be without prejudice and not be binding, unless otherwise agreed upon in writing.
- 2.2 If an offer is without prejudice and subject to contract and this offer is accepted by the other party, Broshuis shall have the right to revoke the offer within three working days after receipt of the acceptance.
- 2.3 Information given in catalogues, illustrations, drawings, indications of size and weight and suchlike shall not be binding, except in so far as they have been included explicitly into a contract signed by parties or into an order confirmation signed by Broshuis.

§ 3 Conclusion of the agreement

- 3.1 An agreement shall only come into effect after written confirmation of the order or instruction by Broshuis, or, failing this, by the actual performance of the order or instruction.
- 3.2 Minor or common deviations from the obligations to which Broshuis has committed itself in writing, shall be permitted.
- 3.3 All which Broshuis, in consultation with the other party, whether or not laid down in writing, delivers and/or installs during the execution of the agreement in excess of the quantities explicitly laid down in the contract or the order confirmation, or performs in excess of the work explicitly laid down in the contract or the order confirmation, shall be considered as extra work.
- 3.4 Oral commitments by and arrangements with subordinates of Broshuis shall only be binding on Broshuis after and in so far as they have been confirmed by the latter in writing.

§ 4 Prices

- 4.1 The prices quoted by Broshuis are exclusive of value added tax and packaging, and of other government charges payable on the sale and delivery and are based on delivery ex works in accordance with the most recent Incoterms, current on the date of the offer, except in so far as otherwise has been provided for in these conditions.
- 4.2 If after the order date one or more cost price factors are subject to an increase, even if this is due to foreseeable circumstances, Broshuis shall be entitled to alter the price agreed upon accordingly. The aforementioned cost price factors shall include among others: taxes, excise duties, import duties, freight charges, devaluation, revaluation, export ban, industrial action and danger of war. However, if the aforementioned price increase takes place within three months after conclusion of the agreement, the other party shall have the right to terminate the agreement.
- 4.3 If the prices are expressed in foreign currency and after conclusion of the agreement the value of the currency concerned compared to the Dutch guilder changes in a way which is disadvantageous to Broshuis, the prices may be changed provided that the counter value in Dutch currency shall remain equal to the value at the time of conclusion of the agreement.

§ 5 Delivery

- 5.1 Unless otherwise agreed upon in writing, the delivery shall be deemed to have taken place ex works in accordance with the most recent Incoterms.
- 5.2 The other party shall be required to take up the product, notwithstanding that individual components, exemption documents and test certificates are not immediately available and can be delivered at a reasonable later time.
- 5.3 The other party shall be required to take up the bought and/or processed goods on the date on which they are delivered or put at its disposal according to the agreement. If the other party refuses to take up the goods or fails to provide information or instructions necessary for the delivery, the goods shall be stored for the account and risk of the other party. In that case the other party shall be required to pay all additional costs, which in any case include storage costs at 8% of the invoice value per month. After a period of 3 months after expiry of the term of delivery agreed upon, Broshuis shall be entitled to repudiate the agreement and be free to sell these goods to third parties and to set off its claim against the proceeds of the sale. The costs incurred and the possible deficit in proceeds of these goods shall be for the account of the other party.
- 5.4 If the other party accepts the goods from the carrier, this shall be proof that the packaging is in good condition, unless the other party has entered a note to the contrary on the consignment note, bordereau or the acknowledgement of receipt.

§ 6 Term of delivery

- 6.1 The specified term of delivery shall never be considered as a fatal term, unless otherwise expressly agreed upon in writing. In the event of overdue delivery Broshuis is to be given written notice of default.
- 6.2 The term of delivery is based on the prevailing working conditions at the time of conclusion of the agreement and on timely delivery of the materials ordered by Broshuis for execution of the work. If through no fault of Broshuis there is delay due to a change in the working conditions meant above or on account of the fact that the materials timely ordered for the execution of the work are not delivered in time, the term of delivery shall be extended in so far as necessary.
- 6.3 In respect of the term of delivery the product shall be deemed to be delivered when, if inspection at Broshuis' premises has been agreed upon, it is ready for inspection and in the remaining cases when it is ready for transport, something or other after the other party has been given written notification of this.
- 6.4 Without prejudice to the provisions elsewhere in these conditions with respect to extension of the term of delivery, the latter shall be extended by the duration of the delay arisen on the part of Broshuis due to failure of the other party to comply with any obligation arising from the agreement or due to co-operation to be required from it with respect to the performance of the agreement.
- 6.5 Except for gross negligence on the part of Broshuis, exceeding the term of delivery shall not entitle the other party to terminate the agreement in whole or in part. Exceeding the term of delivery - no matter by what cause - shall not

give the other party the right, without judicial authorisation, to carry out activities for the performance of the agreement or to have these carried out.

§ 7 Force majeure

- 7.1 Force majeure shall mean circumstances which prevent the performance of the obligation, and which cannot be imputed to Broshuis. This will also include (if and in so far as these circumstances make the performance impossible or form an unreasonable impediment): industrial action in other companies than those belonging to Broshuis, unofficial strikes or political strikes in Broshuis' company; a general lack of necessary raw materials and other goods or services required for realising the performance agreed upon; unforeseen stagnation with suppliers or other third parties on whom Broshuis is dependent and general problems of transport; import and export impeding (government) measures.
- 7.2 Broshuis shall also have the right to invoke force majeure, if the circumstance which prevents (further) performance takes place after Broshuis should have fulfilled its obligation.
- 7.3 During force majeure Broshuis' delivery and other obligations shall be suspended. If the period in which performance of the obligations by Broshuis is impossible due to force majeure, lasts longer than three months both parties shall be entitled to terminate the agreement, without there being in that case any obligation to compensation.
- 7.4 If at the commencement of force majeure Broshuis has already partly fulfilled its obligations, or can only partly fulfil its obligations, it shall be entitled to invoice separately the part already delivered or the part that can be delivered, and the other party shall be required to pay this invoice as if it concerned a separate contract. However, this shall not apply if the part already delivered or the part that can be delivered has on itself no value.

§ 8 Cancellation, suspension and termination

- 8.1 If the other party wishes to cancel the agreement, Broshuis shall be entitled to demand immediate payment of the raw materials, materials, components and other goods which it has reserved, started to process and has manufactured for the performance of the agreement, such for a value as in reason should be attached to these goods, and the other party shall furthermore be required to compensate Broshuis by payment of at least 25% of the purchase price. The other party shall indemnify Broshuis against claims of third parties in connection with claims which these third parties can substantiate against Broshuis and which are directly connected with the cancellation of the order meant in this Article.
- 8.2 If the other party fails to fulfil, adequately or timely, any obligation arising from the agreement concluded with Broshuis, or if it is open to serious doubt whether the other party can fulfil its contractual obligation, Broshuis shall be entitled, without any notice of default being required and without judicial intervention, either to suspend for at most three months the execution of the agreement concerned or to terminate this agreement in whole or in part, such without being obliged to pay any compensation and without prejudice to its other rights.
- 8.3 During the suspension Broshuis shall have the right and at the end of the suspension it shall be under an obligation to choose either to execute or to terminate in whole or in part the suspended agreement(s).
- 8.4 In case of suspension pursuant to paragraph 3 the price agreed upon shall become immediately due and payable, under deduction of the terms already paid and of the costs saved by Broshuis due to the suspension, and Broshuis shall be entitled to have the raw materials, materials, components and other goods which it has reserved, started to process and has manufactured for the performance of the agreement, put into storage for the account and risk of the other party. In case of termination pursuant to paragraph 3 - if no prior suspension has taken place - the price agreed upon shall become immediately due and payable, under deduction of the terms already paid and of the costs saved by Broshuis due to the termination, and the other party shall be required to pay the amount specified above and to take up the goods meant, failing which Broshuis shall be entitled to have these goods put into storage for the account and risk of the other party or to sell them for its account.

§ 9 Intellectual property rights

- 9.1 Unless otherwise agreed upon in writing, documentation, drawings, dies, models, illustrations and similar technical specimens shall become and remain Broshuis' property, also if the other party has been charged for this, and without Broshuis' written permission the other party shall not be permitted to put them at the disposal of third parties, to make them available for inspection, to copy or use them, or to give information about them. They are forthwith to be returned to Broshuis at its first request.
- 9.2 If Broshuis makes use of documentation, drawings, dies, models, illustrations or similar technical specimens made available by the other party, the latter shall warrant Broshuis that by execution of the order no infringements are made upon industrial or intellectual property rights of third parties. The other party shall indemnify Broshuis against claims by third parties on that account.
- 9.3 For each breach of the provision of paragraph 1 the other party shall be obliged to pay a penalty of at least EUR 22.500,00 without prejudice to Broshuis' rights of full compensation and/or performance or termination of the agreement.

§ 10 Take-up of goods

- 10.1 In the event that the other party is late in taking up the goods, it shall be entitled to a further take-up term of eight working days, taking effect on the first working day following the one on which the other party has received a written demand from Broshuis for taking up the goods.
- 10.2 If within that extra term the other party also fails to take up the goods, Broshuis shall have the right to terminate or to cancel the agreement concluded without judicial intervention being required by a simple written notification to the other party. The other party shall then be required to compensate Broshuis for all damage and loss incurred due to the late take-up of the goods.

10.3	If a purchase investigation has been agreed upon, it shall be held in the presence of the other party. If the purchase investigation has been carried out without there being any specified and well-founded complaint, and also if the other party fails to comply with its aforementioned obligations, the product shall be deemed to be accepted.	not cover defects which occur due to or are in whole or in part the consequence of:
§ 11	Retention of title and reservation of risk	<ul style="list-style-type: none"> - the failure to comply with operating and maintenance instructions, or other than the foreseen normal use; - daily wear and tear; - repairs by third parties including the other party; - the application of any government regulation in respect of the nature or quality of materials used.
11.1	Immediately after the product has been delivered within the meaning of Article 6.3, the other party shall carry the risk for all direct and indirect damage, which might be caused to or by this product, except in so far as this must be imputed to intention or gross negligence on the part of Broshuis. If after having been given notice of default the other party still fails to take up the product, Broshuis shall be entitled to charge the other party for the costs of storage of the product.	14.2 If in Broshuis' opinion replacement or repair is not possible, Broshuis shall never be obliged to pay more compensation than the invoice amount in question.
11.2	The goods delivered by Broshuis shall remain the property of Broshuis until the other party has complied with all following obligations arising from all contracts of sale concluded with Broshuis: <ul style="list-style-type: none"> - the consideration in respect of the very good(s) delivered or to be delivered, - the consideration in respect of the services carried out or to be carried out by Broshuis in pursuance of the contract(s) of sale, - possible claims on account of failure by the other party to perform (a) contract(s) of sale 	14.3 Complaints in respect of defects are to be submitted in writing as soon as possible after discovery thereof, but at the latest within a fortnight after expiry of the warranty period. If these terms are exceeded, any claim against Broshuis in respect of those defects shall lapse. Legal action with respect to such matter must be instituted within 1 year after the timely complaint on pain of cancellation.
11.3	Goods delivered by Broshuis, which pursuant to Article 11.2 are covered by the retention of title, shall only be permitted to be resold within the framework of normal business operations. However, the other party shall not be entitled to pledge the goods or to establish any other right thereto.	14.4 The warranty can only be invoked, if the other party has complied with its obligations arising from the agreement, and consequently has observed all regulations, instructions of use and other instructions in respect of the goods.
11.4	If the other party fails to fulfil its obligations or if there is a well-founded fear that it will fail to do so, Broshuis shall have the right to re-possess delivered goods to which retention of title as meant in Article 11.2 applies, from the other party or from third parties who hold the goods for the other party. The other party shall be required to render all assistance to this under pain of a penalty of 10% per day of the amount payable.	14.5 Goods delivered or used by Broshuis and/or components of those goods, which have been manufactured or delivered by third parties, shall only be warranted by Broshuis in so far as those goods are warranted to Broshuis by those third parties.
11.5	If third parties wish to establish or enforce any right to the goods delivered under retention of title, the other party shall be required to inform Broshuis as soon as reasonably may be expected.	14.6 Compliance by Broshuis with the warranty obligation shall serve as sole and full compensation, so as never to make Broshuis liable for any other damage or loss whatsoever and for trading loss and/or other consequential loss.
11.6	At Broshuis' first request the other party agrees: <ul style="list-style-type: none"> - to insure the goods delivered under retention of title and to keep them insured against damage by fire, explosion and water and against theft and to allow inspection of the policy of this insurance; - to pledge to Broshuis, in the way prescribed in Section 239 of Book 3 of the Dutch Civil Code, all claims of the other party against insurers in respect of the goods delivered under retention of title; - to pledge to Broshuis, in the way prescribed in Section 239 of Book 3 of the Dutch Civil Code, the claims which the other party shall have against its customers from reselling the goods delivered by Broshuis under retention of title; - to mark the goods delivered under retention of title as Broshuis' property; - to render assistance in other ways to all reasonable measures which Broshuis wishes to take in order to protect its property rights with respect to the goods and which do not unreasonably impede the other party in the normal operation of its business. 	14.7 If Broshuis, in order to comply with its warranty obligations, replaces components/products, the replaced components/products shall become Broshuis' property.
§ 12	Payment	14.8 Unless otherwise agreed upon, repair or overhaul work or other services carried out by Broshuis shall only be warranted with respect to the quality of the execution of the work commissioned and such for a period of six months.
12.1	Payment is to be made without any deduction or set-off within the term of payment stipulated, by means of legal tender at the office of Broshuis or by transfer of the amount payable to an account number of Broshuis as indicated on the invoice. After expiry of the term of payment after the invoice date the other party shall be in default; from the moment of being in default the other party shall be obliged to pay interest on the amount payable at the rate of the statutory interest plus 2%.	14.9 No warranty shall be given on the inspections, consultancy work and suchlike services carried out by Broshuis.
12.2	In the event of winding-up, (an application for) bankruptcy or suspension of payments, or in the event of circumstances, in which the recovery of Broshuis' claim may reasonably be in danger, the other party's obligations shall be immediately due and payable. In all aforementioned cases Broshuis shall also have the right to discontinue all deliveries and/or all work, to re-possess, take away or retain goods delivered and/or processed, without judicial intervention being required.	14.10 Failure by Broshuis to fulfil its warranty obligations to the letter shall not release the other party from its obligations arising from any agreement concluded with Broshuis.
12.3	Payments made by the other party shall always in the first place serve to settle all interests and costs payable, and in the second place to settle due and payable invoices which are longest outstanding, even if the other party states that the payment relates to a later invoice.	§ 15 Liability Broshuis shall only be liable towards the other party in the following way: 15.1 Exclusively the liability as provided for in Article 14 (Warranty) of these conditions shall apply to damage due to defects in goods delivered. 15.2 Broshuis shall be liable if damage has been caused by intention or gross negligence on the part of Broshuis or its executive staff. 15.3 However, the liability of Broshuis shall be limited to the amount of the claims payment made by the insurance, in so far as this liability is covered by its insurance.
12.4	All payments are to be made without any deduction or set-off into accounts to be designated by Broshuis or at Broshuis' office. If the other party fails to pay within the agreed term, it shall be deemed to be in default by operation of law and without any notice of default being required Broshuis shall have the right to charge interest at the rate of 1.5% per month from the due date.	15.4 If in a certain case the insurance fails to provide cover or fails to make a claims payment, the liability of Broshuis with respect to goods delivered and/or additional provision of services shall be limited to the invoice value of the goods/services delivered and otherwise to the insurance payment.
12.5	The payment of a claim by the other party by means of a bill of exchange or by cheque shall only be valid as such after cashing and payment to Broshuis has taken place without reservation.	15.5 Broshuis is never liable for indirect damage, including consequence damage, loss of profits, missing savings and damage because of business stagnation.
12.6	Furthermore, in addition to the purchase price and interest of 1.5% per month Broshuis shall have the right to claim from the other party all judicial and extra judicial collection costs incurred due to overdue payments, which shall minimally amount to 15% of the principal sum.	§ 16 Prohibition 16.1 The counterparty is prohibited from resale of merchandise it bought from Broshuis and supplying it or making it available in any way whatsoever to customers in the United States of America and/or Canada. 16.2 The counterparty must take all necessary measures to prevent merchandise supplied by Broshuis from ending up in the United States of America and/or Canada, and is obligated to Broshuis to agree upon this obligation with its customers by means of a chain condition. 16.3 For each infraction of the stipulations in sections 1 and 2 of this article, the counterparty shall be fined € 50,000.00, at minimum, Broshuis' rights to complete damage compensation remaining unabated. 16.4 The counterparty shall safeguard Broshuis from all claims that users of merchandise produced by Broshuis in the United States of America and/or Canada may validate vis-à-vis Broshuis in case the counterparty should have infringed upon the prohibition set forth in this article.
12.7	The payments made by the other party shall in the first place go to reduce the costs, subsequently to reduce the interest due and finally to reduce the principal sum and the current interest.	§ 17 Repairs, right of retention and suchlike 17.1 For the execution of the repair, assembly and/or inspection work to be carried out Broshuis shall be entitled to bring the goods in its custody to another firm, solely on Broshuis' instruction. The transport to such a firm, as well as the stay there shall fully remain for the account and risk of the other party. 17.2 Broshuis shall have the right to retain the products, which are to be and have been repaired, until the repairs have been fully paid for and/or other older claims have been settled. In case of failure of timely settlement of the claim(s), Broshuis shall have the right to sell these products in settlement of the debt.
§ 13	Collection costs	§ 18 Dispute resolution 18.1 Contrary to the statutory rules for the competence of the civil courts, any dispute between the other party and Broshuis shall, in case the Sub-District Court (<i>Kantongerecht</i>) or the District Court (<i>Arrondissements-rechtbank</i>) have jurisdiction, be settled by the Sub-District Court or the District Court in Zwolle. However, Broshuis shall remain entitled to summon the other party to appear before the court which has jurisdiction according to the law or the applicable international treaty. 18.2 The Treaty Of Vienna (C.I.S.G.) is not applicable, nor any other international regulation in which exclusion is permitted.
13.1	If the other party is in default or fails to fulfil one or more of its obligations, all reasonable costs incurred to secure settlement out of court shall be borne by the other party. The other party shall in any case be obliged to pay: 15% on the first EUR 3.000,00; 10% on the excess up to EUR 6.000,00; 8% on the excess up to EUR 15.000,00; 5% on the excess up to EUR 60.000,00; 3% on the excess. If Broshuis shows to have incurred higher costs, which in reason were necessary, these shall likewise qualify for compensation.	§ 19 Applicable law To all agreements, to which these conditions apply in whole or in part, or to other agreements the laws of the Netherlands shall apply.
13.2	The other party shall be obliged to pay to Broshuis all judicial costs incurred by Broshuis in any court, unless unreasonably high. This shall only apply if Broshuis and the other party conduct judicial proceedings in respect of an agreement to which these general conditions apply and if a decision of the court becomes final and conclusive in which the other part is fully or mainly found at fault.	§ 20 Final stipulation In case of a difference of opinion about the text of these general conditions of sale the Dutch text shall exclusively be considered as binding.
§ 14	Warranty and complaint	
14.1	During twelve months after the delivery as meant in Article 5, Broshuis shall warrant the construction, the quality of the material used and the reliability of the new (i.e. not second-hand) goods delivered by Broshuis, and in addition - in case there is a question of contracted work - the reliability of the execution thereof; something or other in accordance with the requirements which, in view of present engineering standards, may be demanded of materials and manufacture or execution of work. Broshuis' obligation arising from this warranty shall be limited to replacement or repair free of charge in Broshuis' factories or workshop(s), while all costs of transport and dispatch, if any, with respect to this shall be borne by the other party. In any case the warranty shall	