



General terms of delivery and payment ORIT B.V.

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ORIT B.V., Hogeschoollaan 231 5037 GC Tilburg

Article 1: Applicability

- a. These terms and conditions apply to all offers, commissions, purchases and sales agreements and all other agreements and transactions with respect to carrying out deliveries and/or services by ORIT B.V. made to or entered into with other parties, insofar as these terms and conditions have been declared to be applicable.
- b. As used herein, the term SELLER refers to the ORIT B.V. in his capacity of profferer, seller, supplier, contractor, executor, repairer, etc., and the term BUYER refers to the (prospective) buyer, (prospective) principal, customer, therefore the other party of ORIT B.V. in the broadest sense of the word.
- c. Departures from and/or additions to these terms and conditions solely apply if agreed upon in writing between SELLER and BUYER and if exclusively applied to that agreement for which the departing stipulations were formulated. Terms of purchase and/or other terms of SELLER are explicitly rejected by SELLER and only apply insofar as they are in agreement with these general terms and conditions.

Article 2: Offers and agreements.

- a. All offers of SELLER, made in whatever form, are entirely free of obligations, unless explicitly agreed to otherwise. Offers are based on the, by the buyer, supplied information, in which the seller may assume rightness.
- b. Statements and specifications of SELLER concerning size, capacity, performance or results, appearing on pictures, drawings, catalogues, price-lists, advertising material, etc. are given approximately and do not bind SELLER.
- c. Agreements shall only be binding for SELLER if, and insofar as the receipt of BUYER's order or the receipt of acceptance of BUYER's order has been confirmed by him in writing.
- d. The SELLER has the right, if an order is not given to him, to transfer all the costs, he had to make for the offer, to the BUYER.

Article 3: Prices.

- a. The offered and agreed-upon prices respectively are exclusive of packing, insurance and transport, and exclusive of V.A.T.
- b. If the implementation of the order is delayed at the request of BUYER, or as a result of the absence of data or instructions or other circumstances attributable to BUYER, all prices of SELLER shall be increased by the extra costs, including the resultant loss of interest of SELLER.
- c. As long as the delivery of the appliances has not taken place, SELLER is entitled to pass on price-increasing factors to BUYER, but only insofar as these increases exceed the stated price by more than 0.5%, with a minimum of € 50,- (in words: fifty Euros).
- d. If SELLER has offered goods for sale for payment in a currency other than the Dutch currency, SELLER reserves the right to pass on price-modifying currency changes to BUYER, as long as the delivery of goods has not taken place.

Article 4. Delivery and risk.

- a. The delivery period commences on the day that seller has confirmed the acceptance of BUYER's order in writing, or as of the date stated in the confirmation. If premature modifications are introduced, or if the implementation is delayed as a result of circumstances attributable to BUYER, the delivery period may be extended by the duration of the extra activities resulting from these modifications or of this delay.
- b. The place and time of delivery is the factory or stockroom of SELLER or, as the case may be, the place of shipment of the goods. The transport of the goods is the responsibility and risk of BUYER. If no further instructions have been given by BUYER to SELLER, the method of packing and transport, insurance, etc. is determined by SELLER with due diligence, without assuming any liability for such.
- c. The BUYER is expected to thoroughly inspect received goods for possible transportation damage. If such damage is observed BUYER must not accept the goods. After acceptance of the goods by the BUYER, the SELLER cannot be made liable for transportation damage.
- d. Complaints concerning delivery and invoices must be submitted in writing within 14 days following delivery or invoice date.
Complaints not having been issued within the above-mentioned period shall not be honored.
- e. Necessary packing is calculated at cost price and will not be taken back. The SELLER reviews the necessity of the use of package material.

Article 5 Payment.

- a. Unless explicitly agreed upon otherwise in writing, all deliveries take place without discount and in cash.
- b. All payments shall be made without deduction or compensation at the offices of SELLER or into a bank or giro account designated by him.
- c. In the event of an untimely performance or incomplete performance of the SELLER, the obligation of BUYER to pay shall not be suspended, on the understanding that SELLER shall pay back that part of the purchase price already paid by BUYER in the event of termination due to force majeure on the basis of Article 7., under d.

d. As long as BUYER has not settled the purchase price payable by him, SELLER is entitled to suspend the terms of his obligations. Furthermore, as of the day of maturity SELLER is entitled to charge BUYER an interest of 2.5% above the discount rate for promissory notes of the Bank of the Netherlands, without prejudice to any further rights of SELLER, including the right to recover the non-legal collection expenses to a maximum of 10% of the claimable sum from BUYER, which recovery excludes and is additional to possible legal costs.

Article 6. Reservation of title.

a. Without prejudice to the provisions stipulated elsewhere in present Terms and Conditions concerning the transfer of risk for the delivered goods to BUYER, SELLER shall retain ownership of the delivered goods until the Purchaser has complied in full with all claims concerning the consideration for the goods delivered or to be delivered by SELLER to BUYER according to present agreement, or for the work carried out or to be carried out according to such an agreement, and with all claims for failure to comply with such agreements, which include fine and interest costs.

As long as the ownership of the goods delivered remains with SELLER, BUYER shall not be permitted to sell, rent out, pledge, or otherwise encumber the goods delivered or in any other way place said goods outside the ownership of his company.

b. In the event BUYER does not fulfill any one of his obligations towards SELLER, the latter is entitled to take back the goods without any proof of default (irrespective of the fact whether they have been "processed" in a new product or into new products). BUYER is obliged to inform SELLER at once in writing about the fact that third parties are asserting their right to goods to which a reservation of title is attached under this Article.

Article 7. Force majeure.

a. Force majeure refers to all circumstances not attributable to SELLER, which are considered in reason to obstruct the fulfillment or timely fulfillment of the agreement, under which is also understood the circumstance that SELLER did not receive the goods sold to him by his supplier or did not receive them in time.

b. In the event of force majeure SELLER immediately informs BUYER, and SELLER is - as he wishes - entitled to suspend the agreement, or terminate it through delivery of written notice, without BUYER being entitled to any compensation.

c. In the event of suspension of the agreement by SELLER as a result of temporary force majeure, BUYER is not entitled to request a voidance of the agreement or consider the agreement as voided, nor refuse the performance of SELLER, or payment to SELLER, at a later stage.

d. In the event of termination of the agreement by SELLER, the agreement shall be voided by law, without requiring any court intervention. Installments already paid for shall be paid back by SELLER to BUYER.

Article 8. Legal provisions.

a. The goods shall have to meet the legal provisions applicable in the Netherlands with respect to operation, transport and safety on the day of the conclusion of the agreement.

b. If between the date of conclusion of the agreement and the delivery or commencement of operations new legal provisions come into effect, about which it was known in advance that

they would come into effect before the delivery, the goods in question shall be adjusted if possible to these new provisions. Possibly related expenses are at the expense of BUYER. If SELLER has any objections to the application of the new provisions, he shall be obliged to inform BUYER.

Article 9. Manual.

a. SELLER shall inform BUYER and provide data on construction, handling, etc. of machines and installations. For this purpose he shall make available manuals and the like to the Dutch buyer in the Dutch language or the original manual, supplemented with an adequate summary of the workbook in the Dutch language.

b. Operational instructions shall be placed on the machine or installations as much as possible, and translated into the Dutch language if the appliances are intended for use in the Netherlands.

Article 10. Guarantee.

a. In compliance with the following stipulations, SELLER guarantees the reliability and quality of the - new - goods supplied by him for a period of seven years after delivery, in the sense that parts or materials showing any type of defect during that period as a result of inferior construction shall - as he wishes - be repaired or replaced by him free of charge, insofar as these products are available in the Netherlands. Within this there is a differentiation between normal parts and parts subject to wear-and-tear, it is evident that the SELLER does not give warranty on wear-and-tear parts. Explicitly left out are Batteries and other electric and or electric devices that can be subject to short circuit. If SELLER has purchased the products himself from a manufacturer or a third party, only the terms and conditions of the guarantee issued by the manufacturer or third party in question apply. SELLER shall present these terms and conditions to BUYER in advance or send them to him at his request.

By signing the order conformation, the BUYER is made known of the fact that the terms of payment and delivery are published on www.orit.nl and after this the responsibility lies with the BUYER to inform himself of these terms.

b. BUYER is obliged, under penalty of voidance of SELLER's obligations under the guarantee, to inform SELLER about an observed defect immediately after the discovery by registered mail. BUYER is obliged to save defective parts and if requested by SELLER, return the parts in question to SELLER as a delivery without payment of freight charges. Goods or parts of goods which are replaced as a result of a repair order become the property of SELLER.

c. SELLER's obligations under the guarantee are voided if BUYER, or his personnel or a third party similarly situated have not used the goods in agreement with the instructions and regulations under Article 9., or used them otherwise in an incompetent and negligent manner, if BUYER has used the goods for operations other than those for which the goods are intended, or if BUYER has commissioned a third party instead of SELLER to carry out repairs or make adjustments without permission in writing from SELLER.

d. SELLER's obligations under the guarantee are voided if BUYER does not meet his financial obligations. BUYER is not entitled to refuse payment on the ground that SELLER has not yet, or as yet incompletely, fulfilled his obligations under the guarantee.

e. In the event SELLER does not fulfill his obligations under the guarantee, his liability shall be limited to the expenses of repairs or replacement by third parties, but only after BUYER has declared SELLER liable in writing and set a reasonable term within which SELLER can as yet fulfill his obligations under the guarantee.

Article 11. Liability.

a. Any damage suffered by BUYER, consisting of injury or harm to health, whether resulting in death or not, or consisting of - total or partial - destruction, damage, loss or disappearance of a good or goods other than that (those) supplied by SELLER, and all damage directly resulting there from, shall be eligible for compensation up to a maximum amount of € 5000,- (in words: five thousand Euros), on condition that BUYER can demonstrate that said damage is attributable to SELLER.

b. All damage other than that intended sub a. hereby expressly including damage suffered by BUYER as a result of defects in the good or goods delivered and/or as a result of the non-delivery, or untimely, inadequate or incorrect delivery of a good or service, or as a result of additional goods, subordinates and/or assistants - whether due to their deliberate action or gross negligence or not - and all damage resulting there from - directly or indirectly - shall not be eligible for compensation, with the exception of the stipulations of Article 10.

c. In addition, the damage intended sub a. shall only be eligible for compensation if arising within six (6) weeks following termination of the implementation of the (part) agreement to which the damage is most closely related, and is reported in writing to SELLER, within twelve (12) calendar days following its discovery.

d. Any legal claims relating to damage eligible for compensation must be submitted within twelve (12) days following discovery of the damage.

e. If a claim is made against SELLER for compensation of damage suffered by a third party, including the personnel of BUYER, in relation to goods or services delivered or provided by SELLER, BUYER shall be expressly obliged to indemnify SELLER against said claims.

f. The SELLER is only liable for the damage suffered by the BUYER, that are directly and exclusively the consequence of the shortcomings of the SELLER, in which the SELLER is only liable for damage for which the SELLER is insured, or given the sector he is operation in, should be insured for. In which the following limitations have to be taken into account:

- Company damage (working expenses, dock dues and other expenses, loss of income and so forth) is not liable for reimbursement. The BUYER, if he wishes, needs to insure himself for this.
- For damage inflicted deliberately or by blame of an aiding party, the SELLER is not liable.
- The by the SELLER to reimburse damages shall be moderated if the by the BUYER to pay price is too little in comparison with the by the BUYER suffered damage.
- The BUYER is liable for all damages in a consequence of loss, theft, fire or damages of goods, tools and materials of the SELLER, as soon as these are present on the work floor, except for damages accountable for severe shortcomings of the SELLER.

g. The stipulations intended in the paragraphs hereinabove shall also apply in relation to the (legal) personae, forming part of the group of which SELLER also forms a part and involved by SELLER as assistants, in the implementation of the agreement. In addition, BUYER shall have no further right to damage compensation against SELLER and those assistants forming part of the group of which SELLER also forms part, jointly, than the maximum he could demand from them, severally.

Article 12. Drawings, software, etc.

a. All drawings, pictures, catalogues, software and other material provided by SELLER, with the exception of the instructions and the like as provided for in Article 9., remain the property of SELLER and upon request shall have to be returned to SELLER at once.

- b. BUYER is obliged to refrain from copying this material or having them copied, nor is he allowed to submit them for inspection to a third party, unless prior explicit permission has been granted by SELLER in writing.
- c. SELLER has similar obligations with respect to any such material provided by BUYER.
- d. The by the SELLER provided information and advices are merely of general nature and without engage.
- e. The BUYER is responsible for the functional suitability of the by the SELLER prescribed materials.
- f. The SELLER takes responsibility for the designs made by the SELLER, in which we point to article 12.

Article 15. Industrial rights of ownership.

- a. SELLER guarantees that goods provided by him as such do not violate (Dutch) patent laws, design rights, trade mark rights, copyrights or other rights of industrial or intellectual property of third parties. If nevertheless third parties make such claims, BUYER shall inform SELLER - under penalty of voidance of the performances to be specified - immediately and completely, so that SELLER can defend himself properly. If as a result it is established that any goods sold by SELLER violate the rights of third parties as stated above, SELLER shall - as he wishes - replace the goods in question by goods which do not violate that right after having consulted BUYER, or obtain a relevant right of license, or take back the goods in question against payment of the price paid for the goods, decreased by the depreciation considered as normal, without being held liable to any further damages.
- b. If in the event of sale and/or assembly on the basis of drawings, designs or other instructions - in the broadest sense of the word - which have been made available by BUYER, a trade mark, patent or similar right of third parties has been violated, BUYER is held liable for the resultant damage. SELLER is entitled to suspend sale and/or assembly as soon as a third party has notified that a right appertaining to him has been violated. SELLER must inform BUYER at once. BUYER is held liable for the resultant damage suffered by SELLER, while BUYER indemnifies SELLER against claims from third parties.

Article 16. Voidance by SELLER.

- a. If BUYER does not, or does not properly or timely fulfill any obligation resulting from this or any other agreement concluded with him, he is legally considered to be in default. In that case SELLER is - as he wishes - entitled to terminate the agreement in writing without any proof of default or court intervention, or suspend his obligations from the agreement towards BUYER, without SELLER being held liable for any damages, guarantee or in any other way whatsoever.
- b. If BUYER is declared to be in a state of bankruptcy, or has received a suspension of payment, or has become incapable of fulfilling his financial and/or other obligations in any other way, he is considered to be in legal default, and SELLER is entitled to terminate the agreement in writing at once without any proof of default or court intervention.
- c. In a case as provided for in the previous paragraphs, SELLER is always entitled to immediately demand full payment of the amount BUYER is liable for on the basis of the agreement; BUYER is also obliged to pay the damage incurred by SELLER, including lost profit, interest as well as expenses.

d. The stipulations provided for in the previous paragraphs leave intact the other rights of SELLER with respect to delinquencies for which BUYER is accountable, as stated elsewhere in these terms and conditions.

Article 17. General.

If it has been agreed to supply in stages and charge in installments, every stage, insofar as any stated stipulation does not state the contrary, is considered as a separate agreement, in particular with respect to the stipulations concerning payment and guarantee.

Article 18. Applicable law and competent judge.

a. The laws of the Kingdom of the Netherlands apply to all agreements concluded with SELLER.

b. Disputes arising between SELLER and BUYER concerning an agreement concluded between them shall be adjudicated by the ordinary judges of the registered premises of SELLER. This should not, however, prevent the parties in question to submit the dispute to an arbitration board after mutual consultation, which in this case shall be appointed according to the rules stated in the Statutes of the Board of Arbitration for Metal Industry and Trade in The Hague and which, in compliance with the Statutes of the Board, shall pass judgment.