

**GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT**  
of Holland Cargo Pumps BV, having its registered office at Ridderkerk.

These terms have been filed under number 81/2007 with the Court Registry of the District Court in Rotterdam and have taken effect on 1 September 2007.

**I. general**

1. For the purposes of these General Terms and Conditions:
  - 'we' and 'us' respectively under these General Terms and Conditions shall be taken to mean Holland Cargo Pumps B.V. (HCP), a private company with limited liability, having its registered office at 2983 GT, Schans 3 at Ridderkerk (filed with the Chamber of Commerce in Rotterdam under number 24417053) and the subsidiary or associated company forming part of its group of companies, which has declared these General Terms and Conditions to be applicable to an offer made to or agreement with the Buyer.
  - the Buyer: shall be taken to mean the natural or legal person purchasing goods and/or services from us for its own purposes and/or on behalf of third parties.

**II. applicability**

1. These General Terms and Conditions shall apply to all our offers made to and agreements with the Buyer, unless otherwise agreed in writing. Any additions or alterations shall only be valid if confirmed by us in writing.
2. Additional and/or varying terms of delivery or purchase terms of the Buyer shall not form part of the agreement between us and the Buyer and shall therefore not be binding on our company except in the event that we have accepted the Buyer's terms expressly and in writing.
3. In the event of conflict between our terms and the Buyer's terms, our terms shall prevail unless we have confirmed in writing that the Buyer's terms shall prevail.
4. Stipulations on the basis of which we undertake an obligation to deliver without the Buyer undertaking to purchase the goods and/or services concerned (options) or on the basis of which the amount and/or the price of the goods or services to be delivered or purchased respectively are subject to a reservation, shall have no binding effect.

**III. offers**

1. All offers shall be without engagement, unless stated otherwise expressly and in writing. They are based on the price lists, catalogues, illustrations and specifications supplied with the offers. If an offer by us is without engagement and this offer has been accepted by the Buyer, we shall have the right to revoke this offer within two working days after being informed of the acceptance by the Buyer.
2. A firm offer shall only be valid until 12 p.m. on the fifth working day after the day on which the offer was made, and acceptance thereof shall only be binding on us if the notice in question reaches us before 12 p.m. on the last day. In the event of timely acceptance of a firm offer an agreement has been concluded between us and the Buyer as of the time that we received the acceptance. In this case a written confirmation will not be required.

3. Illustrations, drawings, specifications of measurements, materials and further descriptions will be as accurate as possible, but will not be strictly binding. Small deviations are permitted, at least if the part or measurements concerned have not been expressly specified.
4. The offer is based on the current exchange rates at the time of the offer, unless expressly stated otherwise.
5. The calculation of the price of the goods or services is based on the expectation that the determining prices of materials and/or labour costs remain the same as at the time of the offer or – if the price has been determined without any previous offer – the same as at the time the agreement was concluded.
6. If changes occur to these prices of materials and or labour costs after the offer has been made or after concluding the agreement, we shall have the right to raise the price with the increase of the prices of the materials and/or labour costs, even if this increase was foreseeable at the time of the offer. The prices of materials and labour costs in this article shall be taken to mean all prices and costs influencing the amount of the cost price in the broadest sense. After the increase of the price has been determined, we shall have the right to demand payment of the increased price in the instalments in which the original price was payable. Furthermore, we shall have the right to pass on cost-raising factors as a consequence of government regulations issued even after the agreement had been concluded and the increase in the value added tax (V.A.T.).
7. Copyrights, design rights and trademark rights on designs, drawings, calculations and the like submitted by us are expressly reserved.

### **IIIA. hire agreement**

#### Commencement and termination of hire

1. The date of commencement is the time at which the loading of the equipment commences at the companies depot or any other depot at which the equipment is held.
2. The date of termination is the date on which it is due to be returned to the companies depot or any other depot from which it was collected and an off hire note/number is issued to the hirer acknowledging the return of the equipment.
3. The off hire note/number need only be issued once the equipment has been safely unloaded.
4. Equipment on hire must be returned during business hours, being weekdays 0730 hrs to 1630 hrs, local and public holidays excluded.

#### Care and maintenance

5. Unless notification is received to the contrary within 6 hours of the date of commencement, all equipment will be deemed to have been delivered to the hirer at the date of commencement in good condition and to the hirers satisfaction.
6. The hirer will be responsible for the safe keeping of the equipment, its maintenance in good working order, its use in a workmanlike manner, and its return to the owner on the date of termination in a condition equal to that pertaining at the date of commencement (fair wear and tear excepted).
7. The company accepts no responsibility for loss or damage to the equipment on hire from the date of commencement until the date of termination when an off hire note/number is issued.

8. In the event of the equipment or any part thereof being lost or damaged during the period of hire (fair wear and tear excepted), the hirer will be invoiced for the full reinstatement value as new of the equipment or part thereof and/or the cost of repairs to the equipment, together with the full hire charge for the later of the period up to the date of termination, and the date at which the full replacement value of the equipment or part thereof and/or the cost of repairs is paid to the company and all mandate costs of the company (including legal fees).
9. The hirer will not allow the equipment to be used for any purpose beyond its capacity or in any manner likely to result in undue deterioration. It shall be the responsibility of the hirer to ensure that all equipment is fully suitable for the purpose for which it is required and that it remains so during the period of hire.
10. The hirer is responsible for ensuring that all equipment is used and erected in accordance with any statutory regulations, codes of practice, guidelines or recommendations about working loads related to such equipment.
11. The hirer shall not sub-let the equipment or any part of it without the company's prior consent in writing.
12. The hirer shall not move the equipment from the site which the hirer has intimated to the company will be the site at which the equipment will be used, without the company's prior consent in writing.
13. The hirer shall allow the company and/or its insurers access to the equipment at all reasonable times for the purpose of inspection, testing, adjusting, repairing or replacement of the equipment. In the event of a breakdown of the equipment, not readily repairable, the company shall be entitled, but not bound to supply substitute equipment of a similar type and condition.
14. If the company is not in a position to do so the hire shall terminate from the date of breakdown of the equipment and the hirer shall have no claims against the owner for loss or damage occasioned to him as a result of the equipment no longer being available to him.
15. Routine maintenance, i.e. oil level, water level including antifreeze protection, battery charging, greasing, along with any other specific instructions intimated to the hirer is the responsibility of the hirer. All costs incurred as a result of damage caused by failure to carry out routine maintenance will be charged to the hirer.
16. The hirer will throughout the continuance in force of this hire agreement insure the equipment with an insurance company of good repute for its full reinstatement value against loss or damage from all commercial risks (including third party risks) and will produce evidence that such insurance is in force, whenever called upon to do so by the company.
17. The hirer is solely responsible for obtaining and complying with all licences, approvals permits and authorisations of whatever nature, which are necessary to enable the equipment to be used for the purpose for which it is hired and will indemnify the company against any failure to do so.
18. The hirer shall keep the company indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature made by third parties (including employees of the hirer) and caused in whole or in part arising out of any act or omission of the hirer in connection with the use of the equipment.
19. In the event of this agreement coming to an end due to breach by the hirer then the company is hereby irrevocably authorised to enter onto the premises of the hirer and repossess the equipment, and any other equipment of the company in the hirers possession or under his control.

#### **IV. conclusion of the agreement**

1. The agreement is concluded by our written confirmation (including a confirmation by fax or electronically) of an order placed on the basis of an offer. The Buyer accepts these General Terms and Conditions by placing a written or verbal order or by placing the order. Our confirmation of the order shall determine the extent thereof, except for immediate delivery from stock.
2. Verbal agreements on alterations or additions or cancellation of an agreement shall also only be binding after and insofar as they have been confirmed in writing by us, unless such an arrangement has been incorporated in the direct delivery of the order or service.
3. If the confirmation of the order relates to an order placed by the Buyer in writing and the confirmation differs in any way from the order, we shall inform the Buyer thereof in an accompanying letter. If this obligation has been fulfilled, the Buyer is deemed to agree with the contents of the confirmation of the order, unless the Buyer has send a notice stating otherwise within 8 days of receiving the confirmation. If the obligation to send such a notice has not been fulfilled, the Buyer cannot invoke this stipulation if we prove that the relevant deviation has been accepted by the Buyer. If we do not prove this then the original order of the Buyer shall apply.

#### **V. prices**

1. Sale, delivery, making goods available and performing work and/or services respectively shall be effected at the prices and rates charged by us at the time of the conclusion of the agreement.
2. Unless expressly agreed otherwise, all our prices are charged: nett, excluding VAT, transport costs, packaging, packaging materials, insurance and any government surcharges and/or levies, and for delivery of goods from our warehouse.
3. We have the right to adjust the agreed prices and rates in the following situations:
  - increase in the costs of materials or services from third parties needed to execute the agreement;
  - extra work and/or costs, within reason not foreseeable to us when the agreement was concluded;
  - the Buyer wishes to make changes to the specifications of the agreed work and/or the agreed materials.
4. We shall confirm, in writing, the aforementioned changes to the Buyer.
5. The prices offered only apply to the amounts offered.

#### **VI. delivery and delivery periods**

1. Delivery period shall be taken to mean the period referred to in the agreement, within which period we shall deliver. Early delivery is always allowed.
2. The delivery periods referred to in the offer and/or agreement are only indicative, unless it has been expressly indicated that these dates are final dates. The agreed delivery period and/or the delivery period commence the day that we possess all required data and documents.

- 3 Our obligation to deliver before a final date shall be terminated in the event that the Buyer requires changes to the specifications of the goods or services, unless the minor significance of the change, within reason, does not require us to adjust the final date.
4. The delivery of goods is deemed to have taken place:
  - a. if the goods are collected by or on behalf of the Buyer: by the receipt of the goods;
  - b. in the event of shipment through the services of a professional carrier: by the transfer of the goods to the carrier.
  - c. in the event of dispatch by one of our vehicles: by delivery to the house or warehouse of the Buyer.

As of the moment of delivery the goods are at the risk of the Buyer.

5. In the event that the goods cannot be shipped due to circumstances for which we are not liable, we are deemed to have fulfilled our obligation to deliver by making the goods available to the Buyer, provided that we have notified the Buyer within 3 working days after the goods were ready for dispatch. In this case the term of payment will commence on the day on which delivery actually took place.
6. The delivery period was determined based on the condition that the circumstances in which delivery of goods or services may be executed by us shall remain the same as at the time the agreement was concluded. If the necessary materials, although ordered in time, have not been delivered to us in time, then the delivery period is extended by the duration of this delay.
7. We shall have the right to suspend fulfilment of our obligation to deliver for as long as the Buyer has not fulfilled (all of) his payment obligations arising from any juridical relationship existing between us. This suspension shall apply until the moment that the Buyer completely fulfils his obligations towards us.
8. If delivery or making available or performing work and/or services is not possible within the period expected by us – as far as reasonably possible – we shall inform the Buyer as soon as possible of the expected date of delivery or making available or the commencement of the work and/or services. For eight working days after receipt of this notice the Buyer shall have the right to unilaterally declare the agreement to be terminated, with no costs attached and with no right to damages. This statement shall be made in writing and shall be received by us within the aforementioned eight working days, failing which the Buyer shall no longer be able to terminate the agreement and on this ground may no longer claim damages from us.
9. We reserve the right to carry out orders in parts. The payment conditions set forth below shall also apply to any partial delivery.

## **VII. risk**

1. In the event of sale from stock, solely by setting the goods apart for his benefit the Buyer shall bear the risk for the goods sold.
2. The transport of all goods related to the order shall be at the expense and risk of the Buyer, even if the consignment note states otherwise. Insurance may be taken out at the request of the Buyer if required.
3. Return shipments will only be accepted by us if we have granted prior permission and if the shipments are carriage paid.

## **VIII. retention of title**

1. As long as the Buyer has not completely fulfilled his payment obligations arising from the delivery agreements or making goods or products available and/or performing work

and/or services, including claims regarding the default in compliance with such agreements, the goods and movable goods already delivered shall remain our property, however, without prejudice to the Buyer's obligation to pay on time.

2. The Buyer undertakes, now for then, to create upon our first request a non-possessory pledge on all goods and movable goods referred to under VIII.1., insofar as our retention of title on these goods at any time may have ended, or to otherwise provide security for our benefit.
3. The Buyer does not have the right to resell to third parties goods and movable goods delivered by us or to pledge these goods or to transfer title to the goods by way of security before these goods have been fully paid, unless we have given express written permission.
4. The Buyer shall insure the goods and movable goods referred to in paragraph 1, 2 and 3 against fire, theft, storm and water damage in such manner that the relevant insurance policy includes the condition that the insurance policy also covers the goods and movable goods belonging to third parties, either if the latter parties were interested parties when the policy was taken out or have become interested parties during the insurance policy period. The Buyer is not permitted to pledge or to provide security in the broadest sense of the word to third parties with respect to any claims on his insurer arising from insurance policies as referred to in this paragraph, insofar as related to the goods and movable goods referred to in paragraph 1, 2 and 3. Payments made for damage to or loss of the aforementioned goods shall replace the relevant goods and movable goods.
5. The drawings, models, moulds, casts made by us or ordered by us and all that is related to the execution of the order shall remain our property even if costs therefore have been charged to the Buyer. The Buyer shall ensure that these drawings, models and other documents are not multiplied, showed to third parties or put at the disposal of third parties. If the Buyer does not comply with this obligation, he shall have to pay the damage incurred by us. At any time we may claim restitution.
6. If the Buyer does not fulfil any obligation from the agreement, we shall have the right, without any notice of default or judicial intervention being required, to cancel the order and to reclaim as our own property the delivered product not or not fully paid, without prejudice to our right to claim compensation for loss and/or damage. In the above-mentioned event each claim we have against the Buyer shall become due immediately and in a lump sum.

#### **IX.complaints; return shipments**

1. Complaints shall be taken to mean all the Buyer's complaints regarding the quality of a delivery.
2. We will only handle complaints if they are directly submitted to us in writing, in compliance with the provisions of this article, accurately stating the nature and grounds of the complaint.
3. On delivery the Buyer shall forthwith check the delivered goods for any defects, shortages or damage, or check the goods immediately after we have notified the Buyer that the goods are at his disposal.
4. Complaints relating to amounts and sizes shall in any event be reported within 48 hours after delivery, in default of which the relevant data mentioned on the consignment notes, delivery notes, invoices and such, shall be deemed to be binding.
5. Complaints about defects of goods delivered or made available, work and/or services performed respectively shall be submitted in writing by the Buyer within 48 hours of

delivery or after the work and/or the services has/have commenced, stating and describing the complaint, in default of which the Buyer is deemed to have accepted the delivery unconditionally. If the delivery date has not been established with certainty, the shipment date of the invoices shall be the final date for submitting the above-mentioned complaints.

6. If the complaint relates to invisible or otherwise unobservable defects who first manifest themselves when the materials are processed or when the items manufactured from the materials or the delivered goods are used (latent defects), the complaint may still be validly submitted within 12 working days after the Buyer discovered the defect, but never later than 12 months of the date of invoice.
7. Complaints may only be submitted regarding goods which are still in the condition in which they were delivered, except for complaints regarding latent defects.
8. Small deviations deemed allowed in the market or technically unavoidable deviations regarding quality, quantity, width, colours, finish, measurements etc do not constitute grounds for complaints.
9. In the event of a justified complaint we shall have the right to repair the rejected goods or to replace the goods by other goods in accordance with the order (right to replacement) provided that redelivery takes place:
  - if the complaint relates to visible defects: before the date of delivery and/or before the end of the delivery period, increased by the duration of the redelivery period, if there is a right to redelivery, or within 10 working days after the goods have been received back;
  - if the complaint relates to defects as referred to in paragraph 4: within 10 working days after the goods have been received back, but no later than 25 working days after delivery or no later than 25 working days after the date of delivery and/or after the end of the first delivery period.
10. The right to replacement cannot be exercised if the defective delivery clearly meant to achieve an extension of the delivery period through the right to replacement.
11. Returning the delivered goods may only be effected with our prior written permission, under conditions to be determined by us. In the event of return shipments of pumps used to pump corrosive or other hazardous fluids, these shipments shall be clearly marked with a warning and a specification of the fluid. The costs of unfounded return shipments and/or return shipments that were not reported in advance, shall be for the Buyer's account. We may store the relevant goods at our company or with third parties at the risk and expense of the Buyer. With respect to the costs related to unauthorised return shipments and measures taken by us regarding these shipments, our specification shall be binding for the Buyer, subject to evidence to the contrary. The Buyer shall carefully package, ship and insure the goods to be returned. He shall be liable for damage caused by his negligence.
12. The Buyer shall ensure facilities and/or manpower for the necessary repairs and/or replacement activities regarding failures or defects. All at the discretion of our serviceman.
13. Unnecessary waiting time for our serviceman will always be charged in accordance with the rates mentioned in our price list, irrespective of whether the complaint will be allowed.
14. If, after inspection by us, it is found that the products complained of have no defects, all costs related to the complaint incurred by us will be charged to the Buyer. Furthermore, any costs for restoring to working condition will be charged by us.

15. Repairs free of charge or complete or partial replacement of equipment or auxiliary equipment and parts delivered by us but not manufactured by us will only take place insofar as we can recover the costs incurred from our suppliers.
16. Complaints submitted in a different manner or through an intermediary or complaints that reach us later cannot effectively be accepted.
17. We shall never be liable for direct or indirect damage caused by the defect on which the complaint is based, such as wages, the purchase of replacing objects by the Buyer, loss of profits for the Buyer, etc.
18. Complaints shall not give the Buyer the right to suspend payment and set-off or compensation are expressly excluded.

#### **X. warranty**

1. Our pumps and our pumping units have a 1-year warranty (as of: the date indicated on the delivery note, or if this date is not clear the date indicated on the invoice).
2. With respect to products from suppliers delivered by us, the warranty is limited to the warranty granted by the suppliers.
3. If the Buyer has made changes to the delivered or installed goods, has done repairs or has not used these goods in a regular manner and for a normal purpose, we are not under an obligation to provide warranty.
4. In the event of repair or replacement as referred to in article IX the complaint or the warranty period are not interrupted or extended.
5. Travelling costs of technicians incurred for warranty repairs shall be at the Buyer's expense.
6. We are not under any obligation to provide warranty if the Buyer has not, timely or properly, fulfilled its obligations arising from the agreement including these general terms and conditions.
7. The decision whether products and/or services delivered and/or manufactured by us qualify for repair and/or replacement under the warranty shall be taken by our service department.
8. Any claim under a warranty shall lapse if the serial number affixed to the products is illegible.
9. If the Buyer wishes to make a claim under this warranty, the Buyer shall give written notice to us, within fourteen days after the Buyer discovered the defects or, within reason, should have discovered the defects. The goods shall be left undisturbed until we have been able to inspect the complaints.

#### **XI. force majeure**

1. Failure to fulfil our obligation under the agreement shall not be attributed to us if this failure is not attributable to our fault, or if this failure shall not be at our expense under the law, the agreement or according to generally accepted standards.
2. Failure to fulfil our obligations under the agreement as a consequence of war, mobilisation, riots, flood, traffic jams, failure or interruption of public utilities, fire, machinery breakdown and other accidents, strikes, non-delivery of necessary materials by third parties, intentional act and/or omission or gross negligence of auxiliary persons and other similar circumstances, shall be deemed to not be attributable to us and shall not give the Buyer the right to dissolve the agreement and/or any form of damages.

3. If we invoke force majeure, we shall forthwith inform the Buyer. The Buyer has the right to cancel the order in writing for 8 days after receiving this notification, however, only under the condition that the Buyer shall reimburse us for all the costs incurred by us until the date of cancellation. For this purpose we will send the Buyer a final invoice, which invoice shall be paid by the Buyer within 14 days of the invoice date.

## **XII. liability**

1. Our liability is expressly limited to the obligation to repair and/or replace any possible defects in the goods delivered or made available and/or work or services performed and/or to credit to the Buyer the costs of these goods and/or work and/or services, with the exception of an intentional act and/or omission or gross negligence on our part.
2. Possible indemnification for direct damage to be paid by us to the Buyer shall not exceed the total amount payable to us by the Buyer pursuant to the agreement.
3. Our total liability for damage caused by death or physical injury or material damage to goods shall under no circumstance exceed the amount payable per event under our insurance policy.
4. We are not liable for any kind of damage caused by inaccuracies and/or incompleteness contained in the data, designs or materials provided by the Buyer.
5. We are not liable for any kind of damage caused by the choice of materials and/or constructions selected in consultation with the Buyer.
6. We are not liable for any kind of damage caused by exceeding the delivery periods.
7. We are not liable for indirect damage, including consequential loss, loss of profits, lost savings, loss caused by stagnation in the affairs of the Buyer's company in any manner related to or caused by a mistake on our part in fulfilling the agreement, except in the event of an intentional act and/or omission or gross negligence on our part or by third parties engaged by us.
8. We are not liable for damage caused because or after the Buyer has used or processed the goods delivered or has delivered these goods to third parties or has had the goods used or processed or delivered to third parties.
9. The Buyer indemnifies us against any claims from third parties, directly or indirectly related to the execution of the agreement. Any amounts we may have to pay third parties within this scope shall be reimbursed to us by the Buyer.
10. If delivery of goods or services or the use thereof is governed by any licensing system, the Buyer and/or the user shall at any time remain fully responsible and liable.

## **XIII. payment**

1. All payments shall be made within thirty days of the invoice date.
2. Making an earlier payment than was agreed when the agreement was concluded is no ground for a higher discount, if we do not agree to this discount. Payments are always deemed to settle the longest outstanding payable invoice.
3. All payments must be made at our office or in an account designated by us for such purpose without any deduction of costs, discounts or set-off.
4. If the Buyer does not pay no later than thirty days of the due date of the invoice, he is deemed to be in default by operation of law without any notice of default being required. From that moment until the date of full payment the Buyer shall pay us a contractual interest of a half per cent over the statutory interest on an annual basis over the unpaid invoice amounts due, without prejudicing the rights belonging to us such as

damages and repossessing delivered goods. In the event that goods are repossessed, these goods will be credited against purchase value provided that they are in the original condition and the remaining amount shall be paid forthwith by the Buyer.

5. If delivery is delayed at the request of the Buyer or because the Buyer does not fulfil his obligations in time, we shall have the right to demand payment of the agreed price at the date at which it would be payable under normal circumstances.
  
6. Pursuant to these conditions and/or the law and without prejudice to our other rights, we shall have vis-a-vis the Buyer the right:
  - a. to demand immediate payment when the goods are offered to the Buyer (cash on delivery) and/or security for payment for all current agreements;
  - b. to suspend deliveries (and the manufacture or processing of the designated goods), without prejudicing our right to simultaneously or later demand security for payment. After the Buyer has fulfilled his obligations, our delivery period shall be the time required for the manufacture or processing or making available of the goods or performing of the work and/or services, taking into account the facilities of our company.
  - c. to deem the relevant agreement, completely or insofar as not yet executed, to be terminated without judicial intervention being required;
  - d. to deem one, more or all current agreements in respect of which the Buyer is not in default, completely or insofar as not yet executed, to be terminated without judicial intervention being required.

We may only exercise the rights referred to under a, b and c after giving the Buyer a period of three days to still fulfil his payment obligations and if the Buyer remains in default after this three-day period, while the right referred to under d shall only be exercised if the Buyer does not comply within 8 days with our demand to provide security for payment of the amount due pursuant to the aforementioned agreement or agreements. We may at any time change our choice of rights referred to in this paragraph except when the choice to terminate has been made.

7. All costs incurred by us to achieve payment of the Buyer of the amounts due pursuant to the agreement, shall be at the Buyer's expense. The Buyer shall pay these amounts on first demand. In particular shall be at his expense:
  - Fees for lawyers and procurators litis, for work carried out both in and out of court even insofar as they exceed the amounts determined by the Court.
  - Bailiffs' costs, costs of law agents and debt-collection agencies.
 Our costs incurred for the bankruptcy petition and storage costs if suspension of delivery has taken place shall also be at his expense. We do not have to prove that collection costs have been incurred by us.
  
8. We reserve the right to deliver against cash payment or COD.

#### **XIV. termination**

1. In the event that the Buyer does not, not timely or not properly fulfils the obligations arising from the agreement concluded between he Buyer and us and in the event of the Buyer's liquidation or suspension of payment, or petitions to that effect, or in the event of shutting down or winding up of his company or in the event of a take-over by third parties he shall be deemed to be in default by operation of law without any notice of default being required. We shall then have the right to terminate the agreements existing between the Buyer and us, insofar as not yet executed, without judicial

intervention being required, or to suspend execution of the agreement and to demand immediate payment from the Buyer for the work and services already carried out as well as the compensation of damages, costs and interest including our loss of profit. The foregoing without prejudice to our right to exercise our right of retention of title.

2. In the event that after the conclusion of the agreement it becomes apparent that the execution of the agreement as a consequence of force majeure becomes difficult or impossible for us, we shall have the right to terminate the agreement, insofar as not yet executed, without judicial intervention being required, while informing the Buyer of these circumstances. However, then we shall also have the right to suspend the agreement.
3. If we decide to only suspend the agreement, we shall also inform the Buyer when the force majeure has ceased, after which we will continue the execution of the agreement.

#### **XV. proof**

Data in our records shall be conclusive in the event of a dispute, subject to evidence to the contrary.

#### **XVI. legal form of the Buyer**

If the Buyer is a legal entity or a partnership firm or a limited partnership, the person or persons acting for the legal entity or the partnership firm or the limited partnership shall be deemed to have bound himself/themselves to be jointly and severally liable co-debtor or co-debtors, unless the contrary has expressly been agreed. If a person in his own name has concluded any agreement with us, while this agreement (also) applies to a legal entity or a partnership firm or a limited partnership or another third party which the Buyer has the right to bind, he shall be deemed to have acted also for this legal entity or partnership firm or limited partnership or the other third party and the Buyer and the legal entity and/or the partnership firm or the limited partnership or the other third party shall be jointly and severally liable to us.

#### **XVII. applicable law and disputes**

1. Only Dutch law shall apply to any agreement concluded between us and the Buyer. The provisions of the UN Convention on the International Sale of Goods (CISG) of 11 April 1980 (the Vienna Sales Convention) shall apply to international agreements within the meaning of the above-mentioned Convention.
2. Any disputes which may arise out of an agreement to which these conditions apply, in whole or in part, or further agreements resulting from such an agreement, including the execution of such an agreement and irrespective of whether one of the parties or both parties find that there is a dispute, shall be judged by the competent Court of our domicile or registered office, insofar as (mandatory) legal provisions do not oppose this.

#### **XVIII. design rights**

The Buyer accepts and respects all designs, (to be) filed and/or registered by us with the Benelux Designs Office and/or at the designated registers.

#### **XIX. intellectual property rights**

We reserve all rights regarding products of the mind which we use or have used when executing the agreement, insofar as in a legal sense intellectual property rights may exist or may be established on these products.

#### **XX. changes and/or additions**

1. We shall always have the right to change or add to these conditions, if and insofar as these changes or additions are set out in writing.
2. However, these changes or additions shall not apply to agreements concluded before these changes or additions were made.

Ridderkerk, 1 September 2007