

Article 1. APPLICABILITY.

1. These terms and conditions apply to all offers and deliveries made by us to third parties, to all work carried out by us on the assignment of third parties, as well as to all agreements in the broadest meaning of the word entered into by us with third parties.
2. These terms and conditions apply within the Netherlands as well as abroad, regardless of the place of residence or business of any parties involved in any agreement, also regardless of the place where the agreement has come into effect, or should have been performed.

Article 2. OFFERS.

All offers and price quotes are without obligation, unless expressly stated otherwise, and are based on any data provided with the request.

All our offers are valid for thirty days from the offer but are made without obligation. The measurements, weights or results stated by us in images, catalogues, drawings or in any other manner must be deemed to have been provided as an estimate and without obligation.

We will not be bound by these statements and do not accept any liability for any inaccuracies in that data.

Article 3. AGREEMENTS / ASSIGNMENTS.

1. Assignments include every agreement with us, regardless of whether we undertake to deliver items or carry out work, or make materials or space available, or execute whatsoever other performance, all this in the broadest meaning of the word.
2. All agreements concluded with us will only become binding by means of our confirmation in writing. Any addendums or amendments of aforesaid agreements will only bind us after, and insofar as, these have been accepted by us in writing. Only the management and any person who is authorised thereto in writing by the management can and may enter into agreements on our behalf.
3. Unless this should be expressly agreed otherwise in writing, we will at all times have the right to have the assignment executed, wholly or in part, by third parties, whereby these terms and conditions will also apply for the benefit of such third parties, subject to the condition that we, if necessary retrospectively, authorise them in writing to rely on these terms and conditions without this authorisation being able to result in any obligation arising towards us.

Article 4. MOUNTING, DISASSEMBLY AND REPAIR.

1. Unless expressly agreed otherwise in writing it is agreed that all mounting, installation, repair and construction work, hereinafter referred to as "mounting" will be on the account and risk of the client.
2. In the event of repairs being carried out the replacement materials can be retained by us subject to retention of title. However, client can after 14 days from the date of the invoice request the return thereof.
3. If mounting takes place on our account then the following applies:
 - A. The client will provide all assistance which can reasonably be expected of client:
 - B. The client will for this purpose make available to those who are engaged by us for the mounting, hereinafter referred to as "mechanics", workers, fuel, lubricants, electrical power, water and suchlike free of charge.
 - C. The client will also make available scaffolding, containers, lift, hoist and transport equipment, ladders, mounting resources and similar materials, however this will be at market prices;
 - D. If, through circumstances beyond our control, the mechanics cannot continue in a regular manner, or must work outside normal working hours, then all costs ensuing therefrom will be charged to the client.

Article 5. LIABILITY.

1. The execution of the assignment will take place entirely on the account and responsibility of the purchaser or client, also in the event of fault or negligence on our part, our staff or other servants or agents.
2. All damage or disadvantages, directly or indirectly caused through incidents through, or in any manner related to, the execution of the assignment, in particular also consequential loss caused by whomever (including ourselves, our staff, or other servants or agents), will be on the account of the purchaser or client, who if necessary has indemnified us fully against claims of third parties, including also the other party to agreements concluded by us / or by purchaser or client.
3. The exclusion of our liability and therewith corresponding obligations to indemnify the client are universal. They comprise therefore inter alia of the liability for brands, numbers of items, quantities, weights, measurements and suchlike, regarding duration of time and delay or all damage or disadvantages related thereto, such as the becoming due and payable of extra rates, financial penalties, demurrages, etc.: for storage sites, storage places, moorings and suchlike: for all installations, equipment and resources, for personal and other staff and engaged foreign firms, etc.: for the drawing up of documents, declarations, notifications, payments, etc.: for damage suffered by third parties through the transportation.
4. The exclusions of liability and the corresponding obligations to indemnify ensuing from these terms and conditions for the client also apply for the benefit of our staff and servants or agents, who are present during the execution of the assignment, as well as for the benefit of any of our advisers and suchlike.
5. In all events the level of our liability and the liability of persons used by us, will be limited to the amount for which we would execute the assignment or the delivery.

Article 6. DELIVERY PERIODS AND PLACE OF DELIVERY.

1. Delivery periods stated will never be deemed to be final deadlines, unless expressly agreed otherwise in writing. In case of untimely delivery we must be given notice of default accordingly.
2. Exceeding of these periods through whatsoever cause will never give the purchaser or client the right to compensation, termination of the agreement or non-fulfilment of any obligation which might ensue to them from the agreement concerned or any other agreement related to this agreement.
3. In case of exceeding of the delivery period we will enter into further consultation with the purchaser or the client.
4. Delivery will take place from our company or other location to be stated by us.
5. When items sold by us or services offered, after having been offered to the purchaser or the client, are not accepted by them, they will be available to them for the duration of three weeks.

The items will in that case be stored during this period on their account and risk. After aforesaid period the total amount which would be owed in case of taking receipt thereof by the purchaser or the client can be claimed from them, also without delivery of aforesaid items or services.

6. We can consider the address stated by client as such and continue to deem this as such, until any new address has been notified to us in writing.

7. If the purchaser or the client does not or does not in a timely manner fulfil any obligation ensuing from this agreement or any other agreement related to the assignment then we will be entitled, after having given the purchaser or the client notice of default in writing, to without judicial intervention suspend the performance without us becoming obliged to any compensation.

Article 7. RISK.

All items and materials will from the time of sale be on the risk of the purchaser or the client, also when delivery carriage paid might have been agreed. The purchaser or the client is liable for the remainder for all damage (such as transport, fire and water damage, theft or misappropriation) suffered during the transport. On arrival of the items the purchaser or the client must ascertain the condition of the items. If delivery has been agreed other than from our company, then the transport will take place in a manner to be determined by us.

Article 8. PRICES AND COSTS.

1. We record for each assignment separately a price or a rate. These prices or this rate are exclusively intended as the remuneration for the performance accepted by us including the normal costs forming part thereof. The price or rate therefore does not fall under duties from the government or other authorities, such as when concerning import duties, financial penalty, etc., nor guarantees, nor securities to be furnished to whomsoever, nor costs of police escort or costs of barrier materials or of other prescribed obligations. These will be charged separately.

If between acceptance of the assignment and delivery the prices of the matters or services to be purchased by us from third parties increase due to fluctuations of market prices or exchange rates, or otherwise, we will be entitled to charge on these increases to the purchaser or the client.

If the delivery appears to amount to less or more than was expected in advance then the total price will be accordingly increased or reduced.

2. We will be entitled to require advance payments of deposit or security. If we have obvious misgivings with regard to the payment capacity of the purchaser, then we will be entitled to postpone the delivery of the purchased items, until the purchaser has furnished security for the payment. The purchaser is personally liable for any damage to be suffered through this delayed delivery.

3. We include for deliveries an amount always to be determined by us prior to the delivery, as charge for the freight and administrative costs.

4. We can increase the agreed prices in a binding manner for the client. If we increase the prices after the coming into effect of the agreement, the client has the right to terminate the agreement.

Article 9. PAYMENT TERMS.

Unless expressly agreed otherwise in writing it is agreed that the payment of our invoice must take place within 30 days from the invoice date, without deduction or reductions which are not expressly permitted by us.

We are entitled, for the purpose of prompt payment discount, to charge a surcharge, which surcharge will exclusively in case of payment within 30 days be deducted from the invoice amount. All payments will take place without deduction or setoff at our company or a bank or giro account to be designated by us.

Article 10. INTER COMMUNITY TRADE.

In the event that the VAT number stated to us is not or no longer the client's, then we will not be obliged to any payment. We can, if necessary, recover all damage or still to be paid VAT at all times from the client.

Article 11. COMPENSATION IN CASE OF LATE OR NO PAYMENT.

From the date of the expiry of the aforesaid payment term the other party will owe the statutory interest. The other party will also, after first a reminder or demand in writing, owe extrajudicial costs to an amount to be calculated in accordance with the usual collection rates of the Netherlands Bar Association, with a minimum of € 75.-

over the first	€ 3,000.-	:	15%
over the remainder up to	€ 6,000.-	:	10%
over the remainder up to	€ 15,000.-	:	8%
over the remainder up to	€ 60,000.-	:	5%
over the remainder	:	:	3%

Article 12. GUARANTEE AND COMPLAINTS.

1. We provide a guarantee for the items delivered by us during the period which is provided to us by our subcontractors, however only for the materials used and manufacturing faults.

2. We do not guarantee that the items are suitable for the purpose for which the purchaser intends these, even if that purpose has been known to us, unless the contrary is agreed between parties.

3. Any complaints, about delivered goods as well as invoice amounts, must be submitted in writing by registered letter within 7 days from the defect becoming apparent to the purchaser, including precise statement of the facts to which the complaint relates.

Complaints about number of items and type can only be submitted at delivery.

If submitted complaints do not fulfil the aforesaid they can no longer be received and the purchaser or the client will be deemed to have approved the delivery. When we are of the opinion that a complaint is justifiably submitted, we will have the right to pay a monetary amount, to be determined after further consultation, as compensation to the purchaser or the client, or to proceed with a new delivery with the maintaining of the existing agreement, this subject to the obligation of the purchaser or client in that case to return the wrongly or unsatisfactory delivery, carriage paid.

We will only be obliged to take cognisance of submitted complaints when the purchaser or the client involved at the time of the submission of the complaint has fulfilled all their existing obligations towards us, ensuing from whatsoever agreement between

them and us. A submitted complaint does not suspend the payment obligation for payment of the prices for delivered goods and services.

No complaint can be received if delivered goods are no longer in every aspect in the same condition as at the time of delivery. Return consignments are not permitted unless we have provided express permission in writing for this purpose.

Article 13. RETENTION OF TITLE.

All items delivered or still to be delivered remain exclusively the property of the seller until all claims which the seller has or will have against the purchaser, on whatsoever basis, are paid in full.

As long as the ownership of the items has not been transferred to the purchaser, the purchaser may not pledge, transfer in ownership for security, or provide third parties with any right to the items. The purchaser is obliged to keep the items which are delivered subject to retention of title, with the necessary carefulness and as recognisably the property of the purchaser. If the purchaser is in default of its payment obligation or is in payment difficulties, then the seller will be entitled to take back the goods which have been delivered subject to retention of title, and which are still present at the purchaser's, without any notice of default, in which case the agreement will also be terminated without judicial intervention, without prejudice to our right, if necessary by bringing legal proceedings, to claim compensation of any damage suffered by us, including lost profit and interest. Purchaser or client authorise us hereby irrevocably to enter their site and buildings for this purpose. This is without prejudice to the other rights accruing to seller.

Article 14. PURCHASE CONDITIONS.

If the purchaser or the client applies (purchase) conditions, then these will not apply to us insofar as these derogate from these terms and conditions of supply. The purchaser will inform us in writing if the purchaser wishes to apply its personal purchase conditions. This will be deemed by us to be a new offer which will not bind us earlier than when we have confirmed this in writing.

Article 15. DEROGATION FROM TERMS AND CONDITIONS.

Any derogation from these terms and conditions applied by us at any time for the benefit of the purchaser or the client will never retrospectively provide the latter with the right to rely on, or to claim such derogation as definite for the purchaser or the client.

Article 16. FORCE MAJEURE.

Force majeure will release us from our obligation towards the purchaser or the client. Force majeure factors are considered to be those events and situations that occur either at home or abroad, which have a demonstrable direct and indirect impact on our company, if there are inter alia prohibited on the part of the Dutch or foreign governments, livestock diseases, serious disruptions of our production process, war, riot, epidemic, transport disruptions, job strike, exclusion, loss or damage in case of transport, embargos, bankruptcy, or breach of contract of suppliers, lack of raw materials and fuel. In the event of hindrance to the performance of the agreement resulting from force majeure we will either be entitled to suspend the performance of the agreement for no more than 6 months, or to terminate the agreement wholly or in part, without us ever being obliged to payment of compensation.

Article 17. CANCELLATION.

If the purchaser or the client cancels an assignment or order, then purchaser or client will owe us a financial penalty of 25% of the value of that assignment or order, to be paid within 30 days from the sending of the invoice concerned by us, without prejudice to our right to claim compensation in full and/or specific performance of the agreement.

Article 18. DISPUTES.

1. With regard to all obligations and legal actions between parties the law of the Netherlands is applicable.
2. Any legal claims which the other party has against the seller on whatsoever basis must be brought, subject to lapse of all rights, within one year from the coming into effect of the agreement between parties.
3. Any disputes regarding all obligations and legal claims which ensue from the agreement will according to the subject matter jurisdiction at first instance be adjudicated by the subdistrict court with territorial jurisdiction over this, or at least the District Court of the district in which our company has its business location. The purchaser will be given the opportunity within one month after we have relied in writing on this clause for adjudication of the dispute to still choose in accordance with the law the court of competent jurisdiction.
4. In case of any differences between the Dutch and a text of these terms and conditions in another language the Dutch text will prevail.

Hengelo, 15 September 1994.