

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

of:
ALESCON, statutory seated at Hoogeveen,
Hereafter referred to as: ALESCON.

These conditions have been registered June 1st, 2004 at the Chamber of Commerce and Industry at Meppel under file number 1516.

Article 1 - General

- 1.1. All offers are subject to the application of the following Terms and Conditions of Sale, Delivery and Payment, which apply to the offer and the acceptance of it, as well as to any agreement accomplished.
- 1.2. These conditions prevail at any time. Possible terms and conditions of the other party are explicitly rejected.
- 1.3. The other party is thought to accept the application of these Terms and Conditions also with regard to later agreements with ALESCON.
- 1.4. Deviations of these Terms and Conditions do only hold good to the extent they are explicitly and in writing accepted by ALESCON and do only apply to the agreement they refer to.

Article 2 - Offers

- 2.1. Each offer is entirely non-committal. The agreement holds as concluded in conformity with the offer, unless ALESCON informs immediately after acceptance that it recalls the offer.
- 2.2. Should a reply, tending to acceptance of an offer, only differ on minor items, then this reply will hold as acceptance and the agreement will be brought about in accordance with this acceptance, unless ALESCON will object to the differences within two weeks.
- 2.3. With regard to the other party the written offer of ALESCON, or, in case a written offer has not been made, a written confirmation of order of ALESCON, extends to complete proof of the contents of the agreement, subject to counter-proof to be supplied by the other party.
- 2.4. Verbal promises by and agreements with inferiors of ALESCON will not commit ALESCON, unless they are confirmed in writing. **Article 3 - Prices**
- 3.1. Prices are exclusive sales tax.
- 3.2. Unless explicitly agreed otherwise by the parties, the prices do not include delivery and shipping costs comprising among other things the necessary packaging costs, costs of transport and possible insurance premiums. As far as the parties have not agreed upon a compensation for the expenses mentioned in the previous passage, the other party is indebted to ALESCON the amount of the actually made costs on this account.
- 3.3. Prices agreed upon are based on the price level of materials, shipping costs, wages, insurance premiums, fiscal charges, import duties and other price fixing factors, applicable on the day of completion of the agreement. In case any increase of price fixing factors, as mentioned in the beginning of this paragraph, should occur prior to delivery, ALESCON has the right to charge the other party a proportional increase of the price, even if the price increase is the consequence of circumstances foreseeable at the moment of closing the agreement.
- 3.4. In case the goods delivered and/or the works carried out should be more than parties had previously agreed upon, ALESCON will adjust the price accordingly.
The subject as stated in Article 7a:1646 Civil Code will be excluded.

Article 4 - Performance

- 4.1. The performance terms stated by ALESCON only indicate the approximate performance time.
- 4.2. In case the stated term should expire without any achievements made, the default of ALESCON will only come into effect, when she has been noticed of default by means of a written warning, in which a fair term for fulfilment has been stated and fulfilment within this term is not forthcoming in consequence of circumstances which can be accounted to ALESCON.
- 4.3. The circumstances as stated under paragraph 4.2 can only be accounted to ALESCON if any blame can be attached to her.
- 4.4. The other party has a right to indemnification and/or dissolution, not until ALESCON is in default.
- 4.5. All dispatches are made ex ALESCON works, unless agreed otherwise in writing.
- 4.6. The delivery is thought to have taken place:
 - a. if the goods are collected by or in the name of the other party, by actually taking delivery of the goods;
 - b. by dispatch through a carrier, by actually handing over the goods to the carrier
c.q. when loading the carriage;
 - c. if the goods are stored in the warehouse of ALESCON, pending the request by or in the name of the other party, the moment of notification of it to the other party.
- 4.7. In case ALESCON must perform on a location indicated by the other party, the other party has to ensure that on the spot all safety regulations and all applicable Occupational Health and Safety ("Arbo")-legislation are complied with.

Article 5 - Reservation of property

- 5.1. ALESCON reserves the property of all goods delivered to the other party, until the hereafter mentioned claims of ALESCON have been paid.
ALESCON reserves the properties on account of:
 - a. claims regarding the service(s) in return for goods delivered or to be delivered by ALESCON to the other party by virtue of agreement;
 - b. claims regarding the service(s) in return for activities carried out or to be carried out by ALESCON in behalf of the other party;
 - c. claims regarding lacking in the fulfilment of agreements as such.
- 5.2. In case of overdue payments ALESCON is authorised, by virtue of this article, to withdraw the goods delivered under reservation of property, wherever they may be found. The other party is bound already now as yet to co-operate with ALESCON in any way as fairly demanded.
- 5.3. The other party is bound to use and/or store the goods delivered under reservation of property with the necessary carefulness.
- 5.4. The other party is not authorised to alienate and/or burden the goods delivered under reservation of property, with the exception of alienation in the normal exercise of business.

Article 6 - Payment/default

- 6.1. Payment of all that the other party is indebted to, will come to pass without any reduction or compensation at the office of ALESCON or at an account to be indicated by her.
- 6.2. Payments should be made within 30 days after date of invoice. ALESCON is authorised at any time to require payment in advance, or security for the fulfilment of the obligations resting on the other party. ALESCON is authorised as well to require an automatic collection authorisation of the other party.

ALESCON can only be held to fulfil the obligations resting on her after the other party has fulfilled the obligation resting on her of payment in advance or security – should such be required.

- 6.3. By exceeding the payment term the other party will be in default without any further notice of default. During the default the other party is indebted the legal interest.
- 6.4. The judicial and extrajudicial costs to be made by ALESCON to force the fulfilment by the other party are for account of the latter. Extrajudicial costs are thought to amount to at least 15% of the claim to be collected. The judicial costs are equated with the costs actually made for lawyers and solicitors, to be increased by out-of-pocket expenses etc.
6. ALESCON has the right to determine to which commitment a payment is accounted.

Article 7 – Complaints about the goods delivered / default

- 7.1. On delivery of the goods the other party is thought to verify if the goods delivered are in accordance with the agreement. Straightaway perceptible defects should be detected on or immediately after the delivery.
- 7.2. The other party cannot appeal to the fact that the goods delivered do not comply with the agreement, if she has not notified ALESCON of this in writing within 14 days after she has found this out or reasonably should have found this out.
- 7.3. Should the goods delivered not comply with the agreement and has the other party timely notified ALESCON, then ALESCON shall:
 - a. return (a fair part of) of the sales price, or reduce the sales price;
 - b. repair the goods delivered free of charge;
 - c. replace the goods delivered and take back the goods.ALESCON has the power to select one of the above-mentioned possibilities.
- 7.4. The other party will only then have a right of indemnification and/or disclosure when ALESCON will be in default.
- 7.5. Legal claims and defences grounded on facts, which should justify the proposition that the goods delivered do not comply with the agreement, become superannuated in course of 1 year after the notification done in accordance with paragraph 7.2.
- 7.6. This article applies correspondingly to activities or services, which are carried out by ALESCON, on the understanding that for 'goods delivered' should be read 'activities carried out' c.q. 'services carried out'.

Article 8 - Indemnification

- 8.1. In case the other party states to have suffered any damage as a result of an accountable shortcoming on the part of ALESCON, the other party should prove the imperfection as well as the accountability.
- 8.2. A shortcoming can only be contributed to ALESCON, if any blame can be attached to her.
- 8.3. The liability for accountable shortcoming of ALESCON is limited to the value of the goods delivered or to be delivered, connected with the damage. The liability of ALESCON will always be limited to the amount her liability insurance will pay and will in any way be limited to € 10.000,=.
- 8.4. Indirect damage, as consequential loss, reduced results or third-party risks, will not be considered for indemnification.
- 8.5. In case the damage is likewise the consequence of events by which another than ALESCON can be held responsible, then ALESCON cannot be held responsible.
- 8.6. Should ALESCON, to counter her liability for the behaviour of a third person, adopt from the agreement a means of defence towards the other party, then this third person, should he be sued by the other party on the ground of this behaviour, can also invoke this means of defence, as if he was a party in this agreement.
- 8.7. The clauses appearing in this article regarding the limitation of liability do not hold for damage caused by malice or coarse fault of (superiors of) ALESCON.
- 8.8. ALESCON does not accept any liability for goods that are put at the disposal of ALESCON by the other party, whether or not related to the execution of the agreement. These goods should be insured by other party against all possible damage, including damage by fire and theft.

Article 9 - Dissolution

- 9.1. In case of permanent or temporary impossibility of the other party to fulfil the agreement, ALESCON is authorised to dissolve the agreement by means of a written statement.
- 9.2. In case one of the parties is in default, the other party is authorised to dissolve the agreement by means of a written statement.
- 9.3. Should one of the parties make use of the right of dissolution, then the other party shall be obliged to indemnify ALESCON for the expenses she has already made to carry out the agreement, unless the impossibility to fulfil has been due to fault of ALESCON.

Article 10 - Bankruptcy, letter of licence of the other party, etc.

- 10.1. In case of bankruptcy, letter of licence, liquidation or (partial) transfer of the business of the other party, ALESCON is authorised to dissolve the agreement completely or partially by means of a written statement, already before the other party has defaulted.
- 10.2. In case the other party does not comply with a request of ALESCON of payment in advance or security, ALESCON is authorised to dissolve the agreement completely or partially by means of a written statement, already before the other party has defaulted.
- 10.3. Should ALESCON make use of the right of dissolution, as mentioned in the previous articles, then the other party shall be obliged to indemnify the losses ALESCON will suffer by occurrence not of mutual fulfilment but of dissolution of the agreement.

Article 11 – Applicable law / judicial disputes

- 11.1. This agreement is subject to the Dutch law.
- 11.2. Judicial disputes will exclusively be submitted to the authorised Judge in the district Assen, unless, according to the rules of the Dutch Civil Law of Procedure, the Magistrates' court is absolutely authorised to decide in a judicial dispute.