

GENERAL TERMS OF DELIVERY DFW EUROPE B.V.

Article 1 General Provisions

1. These General Terms shall apply to each quote, offer and agreement between the private limited company DFW Europe B.V., hereinafter referred to as: the "User" and the other Party, to which the User has declared these terms to be applicable, unless the Parties have explicitly agreed in writing to depart from these terms.
2. The applicability of any purchase conditions or other terms of the other Party is explicitly rejected.
3. These terms shall also apply to agreements with the User if the User has to engage third parties for the performance thereof.
4. Not only the User but also the employees and the Board of Directors of the User as well as persons or companies engaged or involved by the User for the performance of an agreement, can appeal to these General Terms.
5. If one or more provisions of these General Terms at any time are null and void or are voided, in whole or in part, the other provisions of these General Terms will remain fully in effect. The User and the other Party then will consult to replace the provisions that are null and void or are voided, with new provisions, taking into consideration to the extent possible, the intent and purpose of the original provisions.
6. If the User not always requires strict compliance with these General Terms this does not mean that the terms do not apply or that the User, to any extent, would lose the right in other cases to demand strict compliance with the provisions of these General Terms.

Article 2 Offers

1. All quotes and offers from the User shall be without obligation unless the opposite is explicitly evident therefrom.
2. The User cannot be held to its quotes or offers if the other Party, within reason, can understand that the quotes or offers, or a part thereof, contain a manifest mistake or slip of the pen.
3. Acceptance different from the proposal contained in the quote or the offer (whether or not with respect to minor items), shall not bind the User. In this case, the agreement will not be concluded in accordance with said different acceptance, unless the User states otherwise.
4. The contents of all offer documents, such as drawings, description or specifications is as accurate as possible, but is not binding.
5. The other Party shall keep confidential the information from the offer documents and is not allowed to present this information for its own use or use by third parties or to disclose this information to third parties. The provisions of article 4, paragraph 11 of these Terms shall apply mutatis mutandis.
6. If no agreement has been entered into, all offer documents must immediately be returned to the address of the user, at the first request of the user, at the risk and expense of the other Party.

Article 3 Obligations of the User

1. The User shall make every effort to perform the work and shall do what is required by the nature of the agreement, by the law, the requirements of reasonableness and fairness or by the use.
2. The User shall ensure that it is aware of the legal provisions and government orders relating to the work as well as special regulations such as technical or industrial standards.
3. The User shall perform the work such that the installation and/or the other goods to be delivered comply with all the requirements arising from the agreement. The requirements referred to here include requirements which result from the normal use for which the installation and/or the goods are intended as well as the requirements which result from the special use that will be made of the installation, but only insofar as these last requirements have been recorded in writing in the agreement.
4. Upon request, the User shall inform the other Party at any reasonable time about the performance of the work and provide the other Party access to the locations where the work is being performed.
5. The User shall repair damage to the installation or any part thereof that is caused during or by, or in relation to, the performance of the work before the completion, at its own expense, unless this damage has not been caused by it or it is otherwise unreasonable if this damage shall be for the account of the User. This without prejudice to the liability of the Parties under the agreement or by law.
6. The User shall make every effort to give timely instructions on how to put the installation in operation and how to take it out of operation and on how to keep the installation operational.
7. The User shall treat all information of the other Party with confidentiality, insofar as this information is known to the User as being confidential, and the User shall ensure that its personnel respects the confidentiality.

Article 4 Obligations of the other Party

1. The other Party shall ensure that the User will have timely possession of all the goods with respect to which the agreement explicitly states that these goods will be made available by, or on behalf of, the other Party. The other Party shall be liable if these goods are faulty or unsuitable.
2. The other Party shall indemnify the User against claims of third parties in respect of the goods referred to in paragraph 1.
3. The other Party shall ensure that the User will receive the licences, exemptions, orders or approvals on time, that are required for the work or the use of installations in respect of which has been agreed that these will be made available by, or on behalf of, them. In obtaining these, the User shall cooperate with the other Party to the best of its abilities. If the other Party fails to fulfil these obligations, the User may terminate the agreement pursuant to article 8, paragraph 1 and the User may claim damages.
4. The other Party shall timely provide free access to the site, the building and the location on, or in, which the work must be performed, free of charge, and shall ensure clean, safe and healthy conditions as well as suitable storage space there.

5. The other Party is responsible for the condition of the buildings/locations where the work is performed and the installations or parts thereof surrounding, under, in or on the buildings/locations where the work is performed, and for the circumstances preventing or seriously obstructing the performance of the work. The other Party shall timely warn the User and its personnel about dangerous situations.

6. The other Party shall ensure that on the locations where the work is performed, the User will be able to use, in time and free of charge, the required mains services and facilities, such as electricity, (potable) water, gas, compressed air, telecom or sewer connection.

7. The other Party is responsible for the connection of the installation to the public networks. The User shall, to the best of its abilities, provide the other Party with the assistance required for applying for this connection.

8. Outside the working hours of the User, the other Party shall be responsible for the goods and properties of the User, such as materials, instruments or tools supplied for the work.

9. The other Party is responsible for the delays and/or costs resulting from the compliance with the legal provisions and government orders as well as special regulations such as technical or industrial standards, amended or taking effect after the offer.

10. The other Party shall take delivery of all goods of the User and its own goods that have to be delivered pursuant to the agreement, as soon as the goods have been made available to the other Party.

11. The other Party shall keep confidential all (business) data of the User and/or all information received from the User in relation to the agreement. The other Party is prohibited from using these data and this information for its own use or use by third parties or from disclosing these data and this information to third parties. In case of violation of the obligations contained in this paragraph, the other Party incurs an immediately payable penalty of € 50,000, not subject to judicial mitigation, without prejudice to the right of the User to claim damages.

Article 5 Retention of Title

1. All goods delivered and all goods destined for the work, such as materials or parts, will only become the property of the other Party after this Party has fulfilled all its financial obligations arising from the agreement, including what the other Party shall pay on account of its failure to fulfil its obligations.

Article 6 Time Limits

1. The User is not obliged to commence performance of the work until all necessary information, data or goods, as referred to in article 4, paragraph 1 and paragraph 3 are in its possession and it has received the first instalment agreed upon.

2. Unless explicitly agreed otherwise in writing, the time limits have been set to the best of its knowledge and these time limits will be observed as much as possible. The mere exceeding of a stated time limit does not put the User in default. If there is any danger of exceeding the time limit, the User and the other Party will consult as soon as possible.

Article 7 Acceptance and Completion

1. As soon as the User has indicated in writing that the results of the work are ready for acceptance and the other Party does not inspect the results within the time limit set by the User and accepts the results, whether or not conditionally, or refuses the results while identifying the defects, the results of the work are considered to have been accepted tacitly.
2. Small defects that can be repaired before the next payment term are no ground for refusal provided they do not prevent the commissioning of the installation.
3. After acceptance, the results of the work are considered to have been delivered. The User has the right to divide the delivery into a number of partial deliveries. If the results of the work are (tacitly) accepted by the other Party, the time of acceptance is considered to be the day the notification referred to in paragraph 1 was sent.

Article 8 Termination and Notice of Termination

1. The User has the right to terminate the agreement if the other Party has applied for a moratorium, has been put into liquidation or has breached the agreement.
2. The other Party may at all times terminate the agreement, in whole or in part.
3. In the cases referred to in paragraph and 2, the other Party must pay the fixed price stated in the agreement.

Article 9 Amendments

1. If during the performance of the agreement it becomes evident that for a proper performance it will be necessary to amend or add to the agreement, the Parties will agree in a timely manner to proceed to amend the agreement.
2. If the nature, the scope or the content of the agreement, whether or not at the request or instruction of the other Party or the competent authorities is amended and the agreement as a result is amended in respect of quality and/or quantity, this may have implications for what was originally agreed.
3. As a result of an amendment or addition, the initially agreed amount may be increased or decreased. The User will give a quotation as much as possible in advance.
4. The initially stated completion time may be changed as a result of an amendment to the agreement.
5. The other Party accepts the possibility of amendment to the agreement, including the change in price and completion time.
6. If the agreement is amended, including an addition or supplement, the User has the right to execute the agreement only after the other Party has agreed in writing with the price stated for the execution and other conditions, including the date of execution of the agreement then to be determined.
7. Not executing the amended agreement or not immediately executing the amended agreement does not constitute a breach of contract on the part of the User and does not constitute a ground for the other Party to terminate the agreement.

8. Without being in default, the User may refuse a request to amend the agreement if this could affect, either with respect to quality or quantity, for instance the work to be performed or the goods to be delivered in this context.

9. If the User and the other Party have agreed on a fixed price, the User at all times will still have the right to increase this price without the other party in such a case obtaining the right to terminate the agreement for this reason, if the price increase arises from a right or obligation under the laws and regulations or is caused by a price increase of raw materials, wages, etc or arises on other grounds not foreseeable, within reason, at the time the agreement was concluded.

Article 10 Price and Payment

1. The turnover tax is not included in the amounts agreed between the Parties. The other Party shall reimburse the turnover tax payable by the User in the context of the agreement.

2. All prices and rates, unless stated otherwise, are based on a normal working week from Monday to Friday. All work carried out outside normal working hours, per calendar day, are settled at the rates and supplements recorded in the agreement, based on the normal working hours of the User. All waiting hours and cancelled hours respectively of the personnel and/or material of the User, caused by the other Party, will be settled based on the rates set out in the agreement.

3. The Parties have agreed on a payment schedule in instalments. Payment of the agreed instalments shall be without deduction or set-off, unless otherwise agreed, within two weeks of the date of the relevant invoice.

4. From the time the other Party is in default, it shall pay an interest of 1.5% per month.

5. A payment will first be applied towards the payment of all costs and interest due and finally towards the payment of the invoices outstanding for the longest period of time even when the other Party states that the payment relates to subsequent invoices.

Article 11 Default of the other Party

1. If the other Party does not cooperate in time with an acceptance of the work or fails to timely make a payment due, the User is entitled to compensation. In this case, the User also has the right to suspend the remaining work.

2. If the User suspects that the other Party does not, or will not, fulfil its obligations, it has the right to demand adequate security such as a bank guarantee from the other Party, at the risk and expense of the other Party. If the other Party fails to provide the required security, the User has the right to suspend the work or to terminate the agreement.

3. All costs actually incurred by the User to pay the invoices due, both extrajudicial and judicial, shall be borne by the other Party. The User has the right to fix these costs at 15% of the amount due.

Article 12 Liability and Warranty

1. After the completion date, the User is no longer liable for defects, unless:
 - a. these defects are attributable to it and furthermore
 - b. the customer failed to notice the defects prior to completion and furthermore
 - c. the customer could not reasonably have discovered the defects at the time of completion.
2. If the User is liable pursuant to the provisions of paragraph 1, it shall only pay for the resulting direct material damage incurred by the other Party.
3. Direct material damage does not include, in any case: consequential damage, trading loss, loss of production, loss of sales or profits or decrease in value or loss of products and does not include the amounts that would have been included in the performance costs if the work had been performed properly from the beginning.
4. Without prejudice to the provisions of this article, the User warrants, for its own account, to repair the defects for which it is liable or to repair or resolve the damage for a period of 12 months after completion. In case the costs of repair do not reflect the importance to the other Party of repair instead of damages, the other Party does not have the right to claim repair but the User will pay damages. Parts replaced by the User become the property of the User.
5. For payment of damages other than referred to in this article, the User is only liable if and to the extent that the other Party proves that the damage is caused by an intentional act or omission or gross negligence of the User.
6. If and to the extent that the other Party has insured any risk associated with the agreement, the other Party shall claim any damage under this insurance and indemnify the User against claims for recovery of the insurer.
7. The extent of the damage to be paid by the User will be limited to the amount of the price stated in the agreement and in any case will always be limited to the amount of the payment made by the User's insurer, plus the excess of the insurance.
8. If it has been agreed that the transport will take place at the risk and expense of the User, the liability of the User will always be limited to the amount of the payment of the User's transport insurer.
9. Insofar as not already based on statutory provisions or the agreement, the User is in any case not liable if a breach is caused by:
 - industrial action at third parties or its own personnel;
 - breach by auxiliary persons;
 - transport difficulties;
 - fire and loss of parts to be processed;
 - measures by any domestic, foreign or international government, such as import or trade prohibitions;
 - violent or armed actions;
 - disruptions in the power supply, in the communication facilities or in the equipment or software of the User or third parties.If a circumstance occurs as referred in this paragraph, the User shall take those measures that reasonably can be required of the User, in order to limit the adverse effects for the other Party.

10. The other Party indemnifies the User against claims from third parties for damages, to the extent that this damage remains for the account of the other Party under these General Terms.

Article 13 Intellectual Property Rights

1. The intellectual and industrial property rights on all goods, data and (technical) information provided to the other Party shall remain with the User. The User has the exclusive right to disclosure, realization and reproduction of these goods, data and information and the other Party has the exclusive user right thereto.

2. The documents issued by the User to the other Party, such as designs, drawings, technical descriptions, or contract documents shall become the property of the other Party and may be used by the other Party in accordance with the rights contained in the legislation in the field of intellectual and industrial property, after the other Party has fulfilled its financial obligations vis-a-vis the User.

3. The other Party is not allowed to repeatedly install the installation built according to the design of the User, in whole or in parts, without the express written consent of the User and subject to the provisions of paragraph 5 and 6. The User has the right to attach conditions to this consent, including payment of a fee. The provisions of this paragraph shall apply mutatis mutandis to the goods manufactured according to the design of the User.

4. The other Party only has the right to have a third party build the installation according to the design of the User without the intervention and approval of the User, if the agreement has been terminated because of a breach that can be attributed to the User. In this case, the User is not liable for defects insofar as these are attributable to the installation by, or on behalf of, the other Party.

5. The user right of the other Party with regard to the software developed and provided by the User is not explicit. The other Party may only use this software in its own company or organization and only for the technical installation for which the user right has been granted. The user right may relate to several installations, to the extent stated in the agreement.

6. The user right is not transferable. The other Party is not allowed, in any manner whatsoever, to make the software and the carriers on which the software is recorded available to a third party or to let a third party use the software. The other Party is not allowed to reproduce the software or to make copies of the software. The other Party shall not modify the software other than in the context of error recovery. The source code for the software and the technical information produced while developing are not provided to the other Party, unless otherwise agreed.

Article 14 Governing Law and Disputes

1. The agreement and all agreements arising from the agreement shall be governed exclusively by Dutch law, with exclusion of the applicability of the Vienna Sales Convention and every other international regulation of which exclusion is permitted.

2. Any dispute between the User and the other Party will be settled by the legally competent court in the Alkmaar district.