

General Conditions of Sale and Delivery of Rimotec B.V.

1. GENERAL and DEFINITIONS

1. The following definitions shall apply:

Agreement	an agreement between Rimotec B.V. and the Customer relating to the sale and delivery of Goods by Rimotec B.V.;
CISG	the United Nations Convention for the International Sale of Goods;
Conditions	these General Conditions of Sale and Delivery of Rimotec B.V..
Customer	the purchaser of the Goods as defined in the Agreement;
Delivery	the delivery of the Goods and/or the performance of services provided by Rimotec B.V.;
Goods	goods and/or services provided by Rimotec B.V.;
Rimotec B.V.	Rimotec B.V., a company established in Etten Leur, The Netherlands
Price	the price of the Goods as stated in the Agreement.

2. These terms and conditions are applicable to all offers, quotations and all contracts regarding Deliveries made by Rimotec B.V.;

3. All conditions, which are a deviation of these Conditions, are only valid if they are made in writing and are confirmed in writing by Rimotec B.V., and are only valid for the contract for which the deviations are agreed upon.

4. At all times, Rimotec B.V. has the right to amend the Conditions. One (1) month after the announcement, the amendments will become effective and will apply to the Agreement. The Customer is entitled to reject the amendments to the Conditions, but only until the moment the amended Conditions have become effective.

5. The applicability of any general terms and conditions of the Customer under whatever name shall not apply to the Agreement, and their applicability is hereby expressly rejected.

2. PROPOSALS

All offers made in any form by Rimotec B.V. shall be free of obligation, unless explicitly stated otherwise. All proposals made by Rimotec B.V. may be withdrawn at any time and will expire in any event sixty (60) days from the date the proposal was made unless specifically provided otherwise in writing when the proposal was made.

3. ACCEPTANCE

1. The contents of the written acceptance by Rimotec B.V. of an order placed by the Customer constitutes the agreement between Rimotec B.V. and the Customer. The acceptance by Rimotec B.V. is expressly limited to these Conditions unless it is expressly agreed upon in writing otherwise. The Conditions shall be part of any subsequent agreement between Rimotec B.V. and the Customer unless Rimotec B.V. specifically agrees otherwise in writing to modification expressly set forth in writing and signed by Rimotec B.V.'s authorised representatives.

2. Rimotec B.V. is entitled to reject any prospective Customer at its sole discretion.

4. PRICE AND SALES

1. Prices shall not include any tax, including VAT (BTW), sales, excise, turnover or freight transportation tax or the like, nor any export, import or other duties. These will, to the extent applicable, be additionally charged to Customer by Rimotec B.V.. The deduction of a discount shall require separate express written approval by Rimotec B.V..

2. Unless stated otherwise, all prices are quoted ex works or manufacturing plant, respectively EXW, ICC INCOTERMS 2010, excluding packing, erection, start-up and service. Packing is charged at cost price.

3. Unless agreed otherwise in writing, the Customer shall promptly collect the Goods or arrange for their collection from Rimotec B.V. once Rimotec B.V. has notified the Customer that the Goods are ready for collection. If the Customer refuses to take prompt Delivery or is negligent in providing necessary information or instructions for Delivery, then the Goods will be stored at the Customer's risk. The Customer shall pay Rimotec B.V. all additional delivery, storage and insurance costs and any other costs incurred along with any loss arising in connection with this neglect or refusal.

5. PAYMENT

1. The Customer shall pay the Price. The Price shall be paid under the conditions and within the time period agreed upon between Rimotec B.V. and the Customer. Payment must be made by transfer to or deposit with a bank account as indicated by Rimotec B.V..

2. Payment by means of a transfer to a bank account shall be deemed to have been made upon crediting of the amount concerned to the bank account of Rimotec B.V.. All costs related to payment into or transfer to a bank account shall be for the account of the Customer.

3. The Customer is never entitled to any deduction, discount, set-off or suspension, unless otherwise agreed upon in writing.

4. If the Customer does not timely pay any amount owed to Rimotec B.V., the Customer shall be in default, without Rimotec B.V. being required to give any further notification of default. If the Customer is in default in this manner, Rimotec B.V. is entitled to suspend the performance of its obligations under the agreement. Further more, the Customer shall then pay interest as from the last day of payment, in full, at the rate of 1% per month or part of a month, each time based on the highest amount past due in the period of one (1) month concerned. The interest shall be paid together with and at the same time as the amount past due. All costs connected with the collection of the amount past due, including all costs of legal assistance, are for the account of the Customer. Furthermore all extrajudicial costs connected with the collection of the amount past due by third parties, which costs are fixed at EUR 150,- or at 15% of the amount past, if such 15% exceeds EUR 150,-, are for the account of the Customer.

5. If the Customer does not comply with the demand set forth in Article 5 paragraph 4 within seven (7) days, Rimotec B.V. is entitled to terminate the Agreement with immediate effect and without intervention by the courts. The Customer shall be liable for the damages of Rimotec B.V..

6. In the event of the Customer being liquidated, declared bankrupt or granted suspension of payment, liquidation of the company, transfer of the company, entering into a creditors agreement, or liquidation of the bank credit, is placed under guardianship or receivership, lodged an attachment, the claims of Rimotec B.V. on the Customer shall become immediately due and payable. Rimotec B.V. also has the right to terminate the Agreement and also claim damages, notwithstanding Rimotec B.V.'s other rights.

7. Not paying an invoice on the set date results in the immediate payability of all existing claims, and gives Rimotec B.V. the right to cancel all existing Agreements while maintaining the right to payment of the already delivered Goods and damages.

6. COLLATERAL

At Rimotec B.V.'s request the Customer shall give collateral satisfactory to Rimotec B.V. in order to secure payment of the Price and/or the costs that are for the account of the Customer.

7. DELIVERY

1. All delivery periods specified by Rimotec B.V. are approximate. To the extent Rimotec B.V. is dependent on any of its Customers in order to comply with the delivery period, the time for the delivery period is specified without any guarantee provided by Rimotec B.V. that such period will be met. Any such time is extended to the extent reasonably necessary. Rimotec B.V. shall not be liable for any delay in the Delivery caused by any labour dispute, embargo, war, damage to factory or governmental law or regulation, inability to obtain labour material, acts of god or other cause beyond Rimotec B.V.'s reasonable control affecting Rimotec B.V., its Customers or shippers. In case of a delay, Rimotec B.V. shall notify the Customer at the earliest opportunity possible by means of a written notification.

2. If the Delivery is deferred at the Customer's request, payment of the entire Price shall be due and payable after notification from Rimotec B.V. that the Goods are ready for shipment. The risk of loss shall be for the account of the Customer upon receipt of notification from Rimotec B.V. that the Goods are ready. Reasonable storage costs shall be borne by the Customer.

3. Rimotec B.V. is entitled to deliver the produced goods in parts.

4. Exceeding of the delivery period never gives the Customer the right to terminate the Agreement. Nor will it give the Customer right to damages or suspension of any obligation, which this Agreement or any other Agreement gives to Customer.

5. When parties have not agreed upon a date of commencement for the Agreement, Rimotec B.V. is entitled to determine the commencement date itself, at its own discretion. The Customer guarantees that Rimotec B.V., or by Rimotec B.V. assigned third parties have access to the place of the activities at all times in every case necessary.

6. When parties have agreed upon delivery on demand of the Customer, the Customer is obliged to take possession of the Goods after demand period has expired.

8. TRANSFER OF OWNERSHIP/RETENTION OF TITLE

1. All goods delivered by Rimotec B.V. remain the property of Rimotec B.V. until the Customer has met in full all of the obligations under the Agreement entered into with Rimotec B.V..

Rimotec B.V. is at all times entitled to retention of the Goods, notwithstanding Rimotec B.V.'s other rights, without any request, reminder, summons or judicial intervention and take back the Goods and to do so enter the premises of the Customer.

2. As long as the retention of title remains in force, the Customer is not entitled to transfer, lodge an attachment or to (make) remove the Goods from the place in which they are put.

3. During such time as Rimotec B.V. has title to the Goods, the Customer shall keep Rimotec B.V.'s Goods separately from all other goods in such a way as to clearly indicate at all times that the said property remains that of Rimotec B.V.. The Customer shall assist and cooperate with Rimotec B.V. in any and all measures necessary to protect and secure Rimotec B.V.'s property.

4. The Customer shall insure the Goods, title of which remains in Rimotec B.V., against any and all risks commonly insured against such as theft, fire and/or water damages.

5. The Customer is obligated to immediately notify Rimotec B.V. in writing in the event of a third party claiming rights to the Goods which held a retention of title of Rimotec B.V., and by any loss or damage to the Goods.

9. SPECIAL ORDERS

In the event the Customer has ordered goods which are not standard Goods of Rimotec B.V., Rimotec B.V. shall be entitled to deliver to the Customer a number of goods which is not exactly the number of Goods ordered by the Customer, but may be 10% more or 10% less than the number of Goods ordered by the Customer. For special orders, Rimotec B.V. shall charge prices which deviate from the Price set forth in Article 5.

10. SPECIAL MOULDS, EQUIPMENT AND/OR TOOLS

In case the Customer has ordered Goods with respect to which Rimotec B.V. must make or use special moulds or tools in order to manufacture the special Goods, the Customer shall bear the hardware costs of the moulds or the special tools, whether or not the moulds or the special tools have been specifically made by Rimotec B.V.. Rimotec B.V. may demand from the Customer to pay in advance the costs related thereto. Rimotec B.V. shall be and shall continue to be the owner of the moulds and tools. The Customer shall not have any right with respect to such moulds or tools.

11. DEFECTIVE GOODS

1. For a period of twelve (12) months after the Delivery, Rimotec B.V. agrees to repair or replace, at its option, without charge to the Customer for labour or materials, any defects in material or workmanship in any such good. This warranty is subject to proper storage, installation and operation of the product by the Customer under normal circumstances and in accordance with Rimotec B.V.'s instructions. This warranty does not cover parts or components of goods which are not manufactured by Rimotec B.V.. In case of any defect in any such parts of components, Rimotec B.V. shall cooperate with the Customer to obtain the benefits of warranties by manufacturers of such parts of components.
2. The warranty specified in Article 11 paragraph 1 above does not apply to defects caused by (i) the Customer when incorporating any of Rimotec B.V.'s Goods into a product sold by the Customer, (ii) normal wear and tear, (iii) use for another purpose than the purpose for which the object sold is evidently fit, (iv) any event that cannot be attributed to Rimotec B.V., or (v) insufficient or negligent maintenance.
3. The warranty specified in Article 11 paragraph 1 above shall not apply in a situation where the product sold by Rimotec B.V. is sold "on sample". If Rimotec B.V. has provided the Customer with (a) sample(s) of the product sold before Rimotec B.V. has entered into an agreement with the Customer, Rimotec B.V. only warrants that the Goods sold in accordance with the sample(s).
4. All Goods replaced pursuant to the warranties specified in Article 10 paragraph 1 shall become the property of Rimotec B.V. and, to the extent wished Rimotec B.V., shall be returned to Rimotec B.V..
5. The warranties as specified in Article 11 paragraph 1 are in lieu of all other warranties, expressed or implied, including without limitation implied warranties of fitness for a particular purpose, and all other warranties which extend beyond the description of the warranty herein. All of which other warranties are disclaimed and excluded.

12. FORCE MAJEURE

1. Force majeure shall be deemed to be present if a shortcoming cannot be attributed to the debtor since it cannot be considered to be the latter's fault or to be for its account pursuant to any statutory provision, legal act or generally accepted opinion.
2. Shortcomings may be attributable if they are the result of a shortcoming with respect to the enlisting by the latter, for the purpose of the execution of the Agreement of a third party.
3. The Customer may only appeal to force majeure if it provides Rimotec B.V. with written notification to that effect as soon as possible after the situation of force majeure having become known, and in any event within forty eight (48) hours, and furthermore under submission of the necessary evidence.
4. If, as a result of force majeure, the Customer is unable to perform or is in breach of its obligations under the Agreement for a period exceeding fourteen (14) days, Rimotec B.V. will be entitled to terminate the Agreement with immediate effect and without intervention by the courts, by means of a written notification to the Customer.

13. SHORTCOMING AND DISSOLUTION

1. Any attributable shortcoming in compliance with the obligations on the part of the Customer, shall entitle Rimotec B.V. to dissolve the Agreement without prior reminder or notification of default by means of a written declaration to that effect, and/or to request from the Customer that the latter carry out (part of) the performance for its account or make undone (part of) the completed performance for its own account and at its own risk or condone that Rimotec B.V. and/or a third party perform or make undone (part of) the completed performance for the account and at the risk of the Customer.
2. Rimotec B.V. shall be entitled to terminate the Agreement in whole or in part, with immediate effect and without intervention by the courts, by means of a written notification to the Customer, without prejudice to Rimotec B.V.'s other rights if any Goods are attached, or the Customer is being liquidated, declared bankrupt or granted suspension of payment, in case of liquidation of the company, transfer of the company, entering into a creditors agreement, liquidation of the bank credit or is placed under guardianship or receivership or lodged an attachment.
3. In the event of dissolution of the Agreement the Customer shall repay the amounts prepaid to it by Rimotec B.V. under the Agreement within seven (7) calendar days. Failure to do shall oblige the Customer to pay the statutory interest relating to such amount.
4. Without prejudice to the provisions of Article 12, Rimotec B.V. shall be entitled to dissolve the Agreement in whole or in part in the event of its regular course of business being interrupted by fire, strikes, sit ins, war or any other cause, including any form of government regulations.

14. LIMITATION OF LIABILITY

1. Except as described in Article 11, the liability of Rimotec B.V. or any third party (the service of which party Rimotec B.V. may use in the performance of its obligations under the agreement with the Customer) arising out of any Goods being sold or repairs made pursuant to the Agreement, including but not limited to any liability for breach of warranty or any of the provisions of the Conditions, shall be limited to replacement or repair of defective Goods of which Rimotec B.V. received written notification in reasonable details as to the nature of the defect.
2. Under no circumstances, including negligence, shall Rimotec B.V. be liable for direct, indirect, incidental, special, consequential or punitive damages, or for loss of profits, revenue, or data, that are directly or indirectly related to the use of, or the inability to access and the goods and related services, whether in an action in contract, tort, product liability, strict liability, statute or otherwise even if Rimotec B.V. has been advised of the possibility of those damages.
3. If, notwithstanding Article 14 paragraphs 1 and 2 above, Rimotec B.V. or any third party shall be held liable towards the Customer pursuant to provisions of mandatory law, Rimotec B.V.'s or any third party's maximum total liability shall be limited to general money damages in an amount not to exceed the Price.
4. Any claim for damages or for the repair or replacement of the Goods and/or the delivery of the missing part, on whatever basis, as well as any right to dissolve the Agreement, shall lapse if the defect or the damage is reported after one (1) year after the Delivery.
5. The Customer shall indemnify and hold Rimotec B.V., any third party which Rimotec B.V. may use in the performance of its obligations under the Agreement and any affiliate of Rimotec B.V. harmless from any and all claims of third parties including claims for damages inflicted on persons or goods by or in connection with the Agreement or by or in connection with the Goods sold or the use thereof.

15. CONFIDENTIALITY

The Customer shall practice confidentiality with respect to the existence and substance of the Agreement between Rimotec B.V. and the Customer and to all know-how and other information and data concerning Rimotec B.V. or its enterprise as well as any of its group companies or their enterprise which come to the Customer's attention in relation to negotiations concerning the conclusion of an Agreement and/or the execution of the Agreement. This confidentiality duty shall not apply to data and information which already belong to the public domain. The Customer shall oblige in writing any third parties enlisted by it in the execution of the Agreement to a similar confidentiality duty. The Customer shall guarantee that its staff and the aforementioned third parties shall not act in contravention of this confidentiality duty.

16. RIGHT TO MAKE CHANGES

Rimotec B.V. reserves the right to amend any changes in details, design or constructions of the Goods without any notification to the Customer. If Rimotec B.V. shall make appreciable changes in details, design or constructions of the Goods, Rimotec B.V. shall inform the Customer by means of a written notification. The Customer is entitled to reject the amendments, within fourteen (14) after the relevant notification.

17. ADDITIONAL OBLIGATION OF THE CUSTOMER

The Customer shall use safe operating procedures while building the Goods into its own products, including the use of all requisite safety devices and guards, and the Customer shall maintain the same in proper working order. If the Customer fails to observe the obligations of this Article 17, the Customer agrees to indemnify and hold Rimotec B.V. or any of its affiliates harmless from any liability or obligation incurred by Rimotec B.V. to persons injured directly or indirectly in connection with the operation of the Goods. The foregoing indemnification shall in no event be deemed to have expanded Rimotec B.V.'s liability for the Goods. If the Customer sells a product in which any of Rimotec B.V.'s Goods has been incorporated, the Customer is obliged to enter into an agreement with its customers with respect to the obligations set forth in this Article 17.

18. INTELLECTUAL PROPERTY RIGHTS

Rimotec B.V. claims intellectual property rights in the items and information associated with any quotation and any purchase order issued by the Customer resulting from any quotation. Notwithstanding the foregoing, drawings and technical information are issued in confidence for engineering information and mutual assistance purposes only and may not in any way be publicly disseminated, reproduced or used by the Customer without Rimotec B.V.'s prior written consent and shall be returned when its purpose has been served or upon Rimotec B.V.'s request.

19. REPLACEMENT OF NULLIFIED OR VOIDED PROVISIONS

In the event of any provision contained in the Conditions being nullified or voided, the other provisions of the said Conditions shall remain fully in force, whilst Rimotec B.V. and the Customer shall enter into negotiations in order to agree new provisions with respect to the nullified or voided provisions complying as closely as possible with the object and the purport of the nullified or voided provisions and departing as little as possible from the nullified or voided provisions.

20. COSTS

All costs, including collection-, bailiff- and attorney costs, judicial and extrajudicial made by Rimotec B.V. to ensure the fulfillment of the Agreement by the Customer, have to be paid by the Customer. The extrajudicial costs are at least 15% of the by the Customer owed price with a minimum of EUR 250,- for which Rimotec B.V. does not have to provide evidence for made costs. The costs are owed starting the moment that Rimotec B.V. had to transfer the collection to a debt collector, notwithstanding if the Customer knew about this.

21. GOVERNING LAW AND CHOICE OF FORUM

1. All Agreements shall be governed and interpreted pursuant to Dutch law.
2. The applicability of the CISG is hereby expressly excluded.
3. The applicability of the 1980 United Nations Treaty on International Purchase Agreements Relating to Moveable Goods is hereby expressly excluded.
4. All disputes between Rimotec B.V. and the Customer pursuant or relating to the Agreement shall in first instance be submitted to the competent court in Breda, the Netherlands, without prejudice to Rimotec B.V.'s right to initiate proceedings against the Customer before the court in its place of residence and/or establishment.