

**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF DROTECH BV
REGISTERED AT THE CHAMBERS OF COMMERCE LIMBURG NOORD UNDER NR. 09070238**

Article 1. Definitions

In these terms and conditions the following words shall have the following meaning:

“supplier”: Drotech BV, with its registered office and main place of business in Sevenum, The Netherlands.

“buyer”: the other party or other parties in any agreement concluded with the aforementioned supplier, intended for the delivery of goods and/or services and/or other performances.

Article 2. Applicability

1. These terms and conditions shall apply exclusively to all offers submitted by the supplier and/or orders accepted by the supplier, and to all other contractual relationships between the supplier and the buyer.
2. Any stipulations deviating from these general terms and conditions, even if these appear in the terms and conditions used by the buyer, respectively if the buyer refers to these stipulations in any document, are non-binding to the supplier. These general terms and conditions can only be deviated from by an agreement in writing between the supplier and the buyer.

Article 3. Offer

1. Unless stated otherwise in writing, the supplier's offers are without obligation. An offer containing a term can nevertheless be revoked by the supplier, even after receipt of the order, provided this takes place within five days.
2. All offers are based on delivery under normal circumstances and during normal business hours.
3. Pictures, catalogues, drawings and other data provided by the supplier are non-binding.

Article 4. Formation, scope and nature of the agreement

1. An agreement shall only be considered to have been formed legally after the supplier has confirmed the order in writing, respectively has commenced execution thereof. Offers or commitments by third parties are not binding for the supplier, unless these third parties have been authorized thereto in writing by the supplier.
2. The order confirmation by the supplier shall be binding for the scope and nature of the agreement.
3. The agreement shall only include the delivery of those goods and services specified in the aforementioned order confirmation.

Article 5. Risk Clause

1. The price or prices submitted in the offer are based on cost-determining factors at that time.
2. If, during the period of time between the date of the offer and the date of delivery, the prices of raw materials, materials, equipment, energy, wages, social insurance, taxes and/or other cost-determining factors, also including the prices charged to the supplier by subcontractors, are altered, the supplier shall be entitled to alter the offered, respectively agreed, price accordingly.

Article 6. Dissolution of the agreement

If the buyer fails to comply, or fails to comply in a correct or timely manner with any obligations imposed on him by the agreement, or in cases of bankruptcy, suspension of payment, guardianship, cessation of business, winding-up or full or partial transfer of the buyer's company, the buyer shall be considered to be legally in default and the supplier shall be entitled, without summons, notification of default or judicial intervention, to declare the agreement concluded with the buyer fully or partially dissolved, without the supplier being held to any damage compensation or warranty.

Article 7. Delivery time

1. The agreed delivery time shall commence as soon as the supplier has confirmed the order in writing, has all documents and data to be provided by the buyer in his possession and has received a possibly agreed advance payment.
2. If the delivery time is exceeded, from whatever cause, this does not entitle the buyer to compensation for direct or consequential damage, or compensation of any costs whatsoever, or dissolution of the agreement or noncompliance with any obligation resulting from the agreement.

Article 8. Delivery, Risk

1. Delivery of products shall take place at the time when and at the location where the products are ready for dispatch at the supplier's, respectively at another location to be indicated by the supplier.
2. All items shall be transported to the account and risk of the buyer, also if the dispatch is made carriage paid, irrespective of possible other notices on the transport documents.
3. Partial deliveries are allowed.
4. The risk shall be transferred to the buyer at the time of delivery.
5. The supplier is entitled to arrange for the time and the method of dispatch to his own discretion, unless the supplier has explicitly accepted other instructions by the buyer.
Any costs resulting from storage due to delayed dispatch, whereby the buyer can be imputed for the delay, shall be charged in total to the buyer, from the eighth day after the supplier has notified the buyer that the items are ready for dispatch.

Article 9. Retention of title

1. Delivery shall take place under retention of title. This retention applies to claims for payment for all items delivered or to be delivered by the supplier to the buyer under any agreement and/or work conducted within the scope of the delivery, as well as to claims for failure to comply with these agreements by the buyer.
2. The supplier is entitled, in any of the cases described in article 12, to repossess the delivered items for which the supplier has retained the title in accordance with the previous paragraph, to the account of the buyer. Such repossession is considered, if the supplier notifies this in writing, a dissolution of the agreement(s) concluded with the buyer, but is without prejudice to any other claims of the supplier. To the extent necessary, the supplier shall be considered irrevocably authorized by the buyer to remove the items concerned (or have these removed) from the location of the items. Items that are recorded on unpaid invoices and that are located at the buyer's, shall be considered to be relate to those invoices and shall therefore fall under the retention of title.
3. The buyer is entitled, if and to the extent necessary within the scope of his normal course of business, to have the items concerned, to which the retention of title applies, at his disposal. If the buyer uses this right, he shall be obliged to deliver the items to which the retention of title applies to third parties only under condition of the ownership rights of the supplier. He shall also be obliged, at the supplier's first request, to provide an undisclosed pledge to the claims which he has or shall have on those third parties. If the buyer refuses to do so, this stipulation shall be considered an irrevocable authorization to the supplier to effect this pledge.
4. Vertical transport shall be to the account and risk of the buyer, irrespective of possible other notices on the transport documents.

Article 10. Inspections and complaints

1. The buyer is obliged, within eight workdays after receipt, to inspect the items. Any complaints shall have to have been received by the supplier within eight days after discovery of possible defects by the buyer, in writing and stating the reasons. Any complaints received by the supplier six months after delivery shall no longer be processed by the supplier (except in exceptional cases of leniency, solely to the discretion of the supplier).
2. Minor deviations that fall within the tolerances common in the current business practices, shall not be a basis for complaints.
3. The processing of a complaint does not suspend the buyer's payment obligation.

Article 11. Payment

1. All payments shall be effected within 30 days after date of invoice, unless another payment scheme has been agreed in writing.
2. All payments shall be effected in the manner agreed, without any deductions and/or setoffs.
3. If the buyer fails to pay within the agreed term, he shall be considered legally in default and the supplier is entitled, without any notification of default being required, to charge the buyer, from the due date, 1.5% interest on the outstanding amount for each month or part of a month.
4. All extrajudicial costs required to collect the amount owed to the supplier, including collection, bailiff and legal costs, shall be to the account of the buyer. The extrajudicial collection costs shall be at least 15% of the amount of invoice.
5. During the execution of the agreement the supplier is entitled, if there are serious indications to justify doubting the buyer's solvency, to suspend compliance with his obligations, until the buyer has provided, at the supplier's request, adequate security for compliance with the buyer's obligations under that agreement.

Article 12. Warranty

1. The supplier warrants, taking into account the following restrictions, the reliability of the goods he delivers, in such a manner that any defects, of which the buyer can prove that these occurred within 12 months of delivery, solely, at least mainly, as a result of defective raw materials and/or materials, shall be replaced by the supplier free of charge, provided the buyer provides the supplier the opportunity to do so.
2. The warranty obligation described in the previous paragraph shall be cancelled, if one or more of the following circumstances occur:
 - a. The defectiveness is the result of faulty use or inadequate maintenance;
 - b. The buyer or third parties conducted work to the delivered goods, without obtaining permission in writing from the supplier;
 - c. The buyer remained in default in complying with his obligations under the agreement.
3. Repairs to and/or replacement of a component shall never extend the term of warranty for the total of the delivered goods.
4. Unless explicitly agreed to otherwise, the supplier is only obliged to comply with the warranty obligations described in this article inside The Netherlands.

Article 13. Liability

1. The liability under the agreement is explicitly limited to compliance by the supplier with the warranty obligations referred to in article 12. Any liability for loss of profits or other consequential damage is explicitly excluded.
2. Except in cases of gross negligence or deliberate intent, the supplier is not liable for costs, damage or interests, occurring as a result of:
 - a. Acts or negligence by employees or persons engaged by the supplier for the execution of the agreement;
 - b. Exceeding the delivery time.

Article 14. Force Majeure

1. Force majeure, meaning any circumstance outside the will and actions of the supplier, respectively that could not have been foreseen at the time of the conclusion of the agreement, as a result of which compliance with the agreement cannot in all reasonableness be demanded from the supplier, entitles the supplier to suspend his obligations. Force majeure includes, among others (but not solely): lack of raw materials, factory or transport breakdowns of whatever nature, strikes, lockouts or lack of employees, quarantine, epidemics, mobilization, state of siege, war, riots, obstructed or closed supply lines by land, sea, or air, time lost through frost, shortcomings of third parties engaged by the supplier for the execution of the agreement, as well as all obstructions caused by government measures. If these same circumstances apply to suppliers or to experts engaged by the supplier, they shall also fall under this stipulation.
2. If a force majeure situation arises at the supplier's, the supplier shall notify the buyer of this as soon as possible and he shall inform the buyer if compliance is still possible and if so, within which term.
3. If compliance is no longer possible, or not permanently impossible, but cannot take place within three months, both parties shall be entitled to dissolve the agreement, by notification in writing to the other party, without one party being entitled to claim damage compensation from the other party. The buyer shall remain obliged to pay the part of the agreement already executed by the supplier.
4. If, as a result of the above described force majeure, the quantity of the product available is at any time inadequate to cover the supplier's own needs, or, as the case may be, the needs of the suppliers' buyers, the supplier shall be entitled during the time that the force majeure situation continues, to supply these clients in proportion to the stock present at the supplier's, without being obliged to supplement the lacking products.

Article 15. Applicable law. Mediation clause. Competent court

1. If any dispute, connected to (a failure in) the execution of this agreement, cannot be settled in consultation between the parties, before applying to the competent court, the parties shall make an effort to resolve the dispute through mediation, in accordance with the Regulations of the Foundation Netherlands Mediation Institute, as these regulations were worded three months before the conclusion of this agreement.
2. If it is found to be impossible to resolve a dispute as referred to in the aforementioned paragraph through mediation, the dispute shall be settled by the competent court in Arnhem, The Netherlands.
3. The aforementioned shall not prejudice the entitlement of the parties to take protective measures.