DE ZEEMAN PRO NV – GENERAL CONDITIONS OF SALE

1. Applicability of General Conditions

1.1 Without prejudice to the application of special conditions expressly agreed in writing, which have precedence over the present general conditions, all sales by De Zeeman Pro NV (hereinafter referred to as "Seller") are made subject to the following general conditions. Any order shall imply the full acceptance of these general conditions and, where applicable, the special terms and conditions specified in the quote concerned.

1.2 No other terms and conditions that may be referred to in the orders of the purchaser or his representatives, the exchange of letters, the conditions of purchase or other documents of the purchaser shall apply, even if these have not been explicitly rejected by Seller.

1.3 Any provision of the order or these general conditions which is finally determined to be invalid or unenforceable in any jurisdiction shall be ineffective only to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable the remaining provisions. Any invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. Any invalid or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

2. Quotes and Orders

2.1 Unless otherwise stipulated, Seller's quotes have a duration of maximum one month. Quotes will always be free of any obligation, even if a fixed term of acceptance is specified. The purchaser is aware that Seller is commercially active all over the world. Quotes will indicate from which country products may be delivered.

2.2. Orders must always be placed in writing. No order shall be binding upon Seller, unless after written confirmation (by e-mail or otherwise), or upon issuance of an invoice.

3. Supplies

3.1 Products will be supplied EXW (ex works) (in accordance with the latest version of the Incoterms as issued by the International Chamber of Commerce) unless expressly agreed otherwise.

3.2 The delivery dates are stated in good faith and serve as an indication only. Delays in execution will in no event give rise to penalties, damages or cancellation of the agreement.

3.3 In case of export, the purchaser is responsible for obtaining all import licenses, exchange authorizations and letters of credit and for fulfilling any other obligation in order to lawfully export the products being supplied. If two months after confirmation of the order, the required licenses, authorizations and credits have not been obtained and notified to Seller, Seller may consider the contract as void.

4. Force majeure

4.1 Seller shall at no time be held liable for costs, damages, interests or similar payments should Seller be unable to meet its obligations in respect of the purchaser through circumstances beyond its control. In such case Seller shall notify the purchaser at the earliest opportunity.

4.2 For the purposes of these general conditions, circumstances beyond Seller's control ("Force Majeure") shall mean all facts and circumstances outside the control of Seller, regardless of whether they could or could not have been foreseen at the time when the agreement was entered into. Force majeure includes inter alia war, terrorist attack, natural circumstances, strike or lock-out, fire, flood, governmental restrictions and/or actions like expropriation, embargo or bans on imports or exports, shortage of means of transport, general scarcity of raw materials or goods, and restrictions on the use of energy, irrespective of whether the event or the force majeure arises with Seller or with one of its suppliers.

4.3 Without prejudice to any other remedies Seller may have, in the event of Force Majeure, Seller is entitled to terminate the contract in respect of the component that has not yet been implemented, once the situation of Force Majeure has continued beyond a period of 4 (four) weeks, or else to adapt the contract, including the prices and/or conditions to supply, to the prevailing circumstances, without Seller being in any way liable.

5. Price

5.1 The prices payable for the products shall be those shown on the invoice. Unless provided otherwise in Seller's quote or order confirmation, all prices shall be net and

exclusive of VAT and delivery, transport and insurance charges.

5.2 If, due to any act or failure on the part of the purchaser, VAT is incorrectly charged or omitted, the purchaser shall be fully liable. In this respect, the purchaser shall indemnify Seller against all related claims made by third parties.

5.3 Prices shall be calculated on the basis of the economic conditions at the time of the quote, and subject to price changes by Seller's suppliers, the exchange rates and the percentage of levy on imports. Depending on the fluctuations of these elements, prices may be adjusted unannounced for any reason whatsoever.

5.4 Prices are quoted in Euros. In case of sales effected in a currency other than Euro, any variation of at least 2% in the rate of exchange of the currency in question with respect to the Euro on the date of the quotation, shall be implemented on the date of invoicing.

5.5 Unless indicated otherwise on the invoice, the price is payable within 30 days following invoice date. The invoice total will be paid net into one of the accounts indicated on the invoice. In the event of dispute, the invoice must be protested within eight (8) calendar days following receipt.

6. Guarantee

Should the purchaser's credit – in the reasonable opinion of the Seller – be affected, Seller is entitled to request a guarantee (in any form the Seller deems appropriate) from the purchaser for due performance of its commitments on the basis decided by Seller.

7. Conformity and Warranty

7.1 Seller warrants, for a period of 12 months, respectively 3 months for "soft parts" (including but not limited to elements made from natural rubber, O-rings, membranes), from the date the products are at the purchaser's disposal, that the products will be free from hidden defects. This warranty does not cover defects due to an external cause, wear and tear, transportation, improper storage, alteration, abuse, negligence, misuse, abnormal or non reasonable use, use which is not in conformity with the specifications (temperature, water hardness, humidity, corrosive or dusty atmosphere, fluctuations in voltage, etc.) or use in an otherwise improper manner, either intentional or otherwise. Defective products may only be returned with Seller's written consent. Products will be returned at the purchaser's risk and expense. No offset will be permitted in respect of expenses incurred by the purchaser or of direct or indirect loss, however caused.

7.2 As soon as the products are at the purchaser's disposal, the purchaser shall carefully inspect the products and shall immediately raise, in writing and within eight (8) calendar days following the availability of the products, any relevant and precise complaint on any apparent defect or problem of conformity (notifying the number and date of the invoice). After such period of eight (8) calendar days, any apparent defect will be considered to be definitively accepted by the purchaser. In any case, the purchaser may not refuse the products for minor or futile reasons.

7.3 In case of non conformity, any complaint shall be sent to De Zeeman Pro NV in writing to the following address: Wayenborgstraat 1-2, B-2800 Mechelen, Belgium. The fulfillment of Seller's obligation of warranty shall be limited, at Seller's option, to replacing the defective products or to crediting the purchaser for these defective products within a reasonable delay.

8. Retention of title

8.1 The risk and responsibility for the products is transferred to the purchaser on conclusion of the agreement. The products will however remain the sole property of Seller until full payment of the capital sum, interest and charges. As long as ownership of the products has not passed to the purchaser, the latter may not process or pledge these or transfer them in ownership or grant any other right to third parties. The purchaser is obliged to handle the products delivered under retention of title with due care and to store them insofar as possible as recognizable property belonging to Seller.

8.2 Seller is hereby irrevocably authorized to take back the products delivered under retention of title (or to have them taken back) without any judicial intervention, prior warning or notice of default. The purchaser must grant its cooperation hereto under penalty of a fine of five hundred euros (EUR 500) for each day that he remains in default. The purchaser will inter alia inform Seller regarding any additional local requirement applicable in the region where the products he bought from Seller are

stored, so as to establish and exercise Seller's retention of title.

The agreement is not dissolved through repossession by Seller, unless Seller notifies such to buyer in writing.

8.3 If the purchaser is in default of payment and Seller takes back the delivered products making use of its right of retention of title as referred to in this article, any related costs are for the account of the purchaser, without prejudice to Seller's right to claim compensation in case of depreciation (for any reason whatsoever) with respect to the products.

9. Confidentiality – Intellectual Property Rights

9.1 Except as otherwise specifically agreed in writing by Seller, the purchaser will under no circumstance disclose to the public or any third parties any confidential information or information that is owned by or under the control of Seller.

9.2 All patents, trademarks, copyrights and/or any other intellectual property rights and/or any property- or confidential information regarding the products will remain the property of Seller or his licensor. Nothing herein shall be construed as conferring on the purchaser any rights, title or interest in or any license under an intellectual property right belonging to or in the possession of Seller. The purchaser is not allowed to disclose any confidential information, even when it is of commercial nature, regarding the intellectual property rights, under penalty of compensation of proven damages.

10. Liability

10.1 Seller shall not be liable towards the purchaser or any third party for indirect or consequential loss, such as, but not limited to, loss of profit, loss of clientele, increase of overhead expenses or loss of data, as a consequence of distortions or discontinuation in the functioning of the products.

10.2 In no event shall Seller's liability for direct loss to persons or goods or for any contractual breach exceed the purchase price of the specific product(s) causing any liability.

10.3 Seller shall not be held liable for any loss jointly caused by a defect in a product as well as by the fault of the purchaser, an injured person or any other person for which the purchaser or the injured person is responsible.

10.4 Seller will also not be held liable to indemnify for any products or any part thereof that is (i) based on the specifications, drawings, models or other data provided by the purchaser or (ii) has been unilaterally adjusted by a party other than Seller. Seller will further not be liable (iii) to the extent that the purchaser continues with the infringing activities after having been provided with adjustments to avoid the infringement or (iv) when the use of the products, rather than the products themselves, are the primary cause of the infringement.

11. Cancellation of orders

11.1 Orders accepted by Seller may only be cancelled by the purchaser upon written consent of Seller. Cancellations shall be in writing.

11.2 In the event of cancellation or other withdrawal of an order for any reason, and without limiting any other remedy which Seller may have as a result of such cancellation or other withdrawal, Seller will have the right to lump sum damages of 30% of the invoice total which would have been charged for the cancelled order, plus the actual cost for all expenses already incurred and all commitments already made by Seller with regard to the products for which the order has been cancelled.

12. Late payment and Cancellation

12.1 Late payment

12.1.1 Non-payment at the due date of an invoice renders the outstanding balance of all other invoices, even those not maturing, immediately payable de jure.

12.1.2 In the event of non-payment at the due date, interest is payable at 1% per started calendar month. In addition, Seller is de jure and without notice of default, entitled to lump sum damages of 10% of the invoice total, subject to a minimum of Euro 125 and without prejudice to Seller's right to claim higher compensation in case of evidence of higher actual damages.

12.1.3 In the event of non-payment at the due date, Seller reserves the right to suspend any pending orders or to suspend any other contractual obligation it might have. Seller can

not be held liable for any possible (future) delay in delivery dates due to this suspension.

12.2 Cancellation

12.2.1 Seller reserves the right to cancel pending orders and/or the contract without further notice, nor further warning nor damages for the purchaser for the following reasons :

- in the event of any other late performance or non-performance of the purchaser's obligations, including late payment;
- in the event of the incapacity, bankruptcy, insolvency, protest, seizure, death, cessation of payments, application for a payment moratorium, amicable or compulsory composition or purchaser's refusal to provide a guarantee as foreseen under article 6, or any other event demonstrating financial difficulties on the part of the purchaser.

In the event of cancellation, the purchaser will owe Seller the compensation provided under article 11.2 by way of damages, such compensation corresponding to inconvenience caused to Seller and administrative costs incurred in this respect and without prejudice to Seller's right to claim higher compensation in case of evidence of higher actual damages.

12.2.2 In case of cancellation of pending orders and/or the contract by the purchaser not caused by a gross and willful misconduct of Seller, all installments already paid by the purchaser shall be considered to be definitively acquired by Seller. The remaining installments shall be paid by purchaser, but their amounts shall be reduced by the projected costs and expenses not incurred by Seller and reasonably evaluated by Seller, without prejudice to the right to compensation in the event that actual damage is more important for Seller.

13. <u>Law - settlement of disputes</u>

13.1 The conditions of sale are governed by Belgian law under exclusion of the United Nations Convention on contracts for the international sale of goods (CISG), signed in Vienna on 11 April 1980.

13.2 In the event of dispute the courts of Mechelen (Belgium) have exclusive jurisdiction. All costs connected with collection by legal means, including fees, will be borne by the purchaser.