

Conditions of sale and delivery of S.K.S. BV as deposited at the Chamber of Commerce in Tilburg (NL) under number 16074.283.

Article 1 Applicability

- 1.1 These conditions of sale and delivery are applicable to all offers, deliveries, services and/or sales agreements of S.K.S. BV.
- 1.2 S.K.S. BV expressly rejects the applicability of general conditions which are declared applicable by the principal, except to the extent that S.K.S. BV has accepted the applicability thereof expressly and in writing.

Article 2 Offers

- 2.1 The offers of S.K.S. BV are without obligation and may be revoked or changed until immediately after they have been accepted, unless the offer contained an express term.
- 2.2 Offers and price statements are based on implementation of the order under normal circumstances and during ordinary working hours.
- 2.3 Offers are based on the state of science and technology at the time of the offer.

Article 3 Agreement

- 3.1 An agreement between the parties shall be formed in writing, or as a result of the fact that S.K.S. BV has started implementation actions.
- 3.2 The records of S.K.S. BV will constitute full evidence against the principal.
- 3.3 The written acceptance or order confirmation of S.K.S. BV shall apply as full evidence, or failing that, the invoice, without prejudice to any errors which the principal has made known in writing within 8 days after its dispatch.
- 3.4 Deviating agreements are only binding after S.K.S. BV has confirmed these in writing.
- 3.5 When giving the order the principal agrees with the material specifications which are included in the offer or in the order confirmation of S.K.S. BV.
- 3.6 An agreement which the principal has concluded with a representative of S.K.S. BV shall only be legally valid if and to the extent that the representative can dispose over a written authorization to that end. These authorizations are available for inspection at S.K.S. BV's office.

Article 4 Prices

- 4.1 For the orders accepted by S.K.S. BV the prices and conditions shall apply which have been agreed upon in writing, failing which the provable prices and conditions of the delivery date shall apply.
- 4.2 Unless express written agreement to the contrary has been made, prices shall apply ex-factory, therefore excluding transport and/or dispatch, packaging, insurance, duties or taxes which are to be levied by or on behalf of the government, etc.
- 4.3 Prices do not include VAT ("BTW").
- 4.4 S.K.S. BV has the right to charge price increases, including prices of raw materials;

Article 5 Payment

- 5.1 All payments must be made within 30 days after the invoice date, without deduction or set-off.
- 5.2 S.K.S. BV shall be entitled at all times to demand payment in cash, payment in advance or security for the payment.
- 5.3 If the principal does not comply with its obligation to make payment or give security, S.K.S. BV shall be entitled without prior notice in default to postpone the performance of its obligations under this and all further agreements concluded with the principal, without prejudice to its further rights under the law.
- 5.4 If the principal does not comply with its payment obligation, the principal shall be automatically legally in default and S.K.S. BV shall be entitled to charge an interest on arrears from the due date of the invoice in accordance with the statutory interest, plus 2%.
- 5.5 All costs relating to the recovery of what the principal owes and has not paid timeously are for the account of the principal.

Article 6 Delivery

- 6.1 Delivery times stated are never to be considered as fatal terms, unless express written agreement to the contrary has been made. In the event of non-timeous delivery the principal must give S.K.S. BV a written notice in default.
- 6.2 The provisions in the written agreement, instructions or order confirmation shall apply as the delivery term.
- 6.3 In the event of transgression of the delivery time the principal shall have no rights to compensation of damages, to (partial) dissolution of the agreement or any right of postponement.

Article 7 Delivery

- 7.1 Delivery is made "ex factory", or at a place which has been expressly agreed upon in writing by the parties.
- 7.2 The risk for the goods which are to be delivered pass over to the principal immediately after delivery.
- 7.3 Deliveries elsewhere than "ex factory", and also return consignments, are made for the account and risk of the principal, while the principal is obliged to insure the transport risk.
- 7.4 The details and specifications given by S.K.S. BV are indicative and shall only apply to the extent that the principal strictly follows the instructions and rules of S.K.S. BV.
- 7.5 If the goods are not, not properly or not timeously taken into receipt by the principal, the principal shall be in default without notice in default. In that event S.K.S. BV shall be entitled to store the goods for the account and risk of the principal or to sell these to a third party. The principal shall continue to owe the purchase price plus the interest and all costs, less, however, the net proceeds of the sale to third parties in applicable cases.
- 7.6 Without prejudice to the provisions in article 4.2 goods will - if necessary and to be assessed exclusively by S.K.S. BV - be equipped with a packaging in which the goods are generally handled, unless express written agreement to the contrary has been made. The packaging will not be taken back by S.K.S. BV.
- 7.7 Unless written agreement to the contrary is made, goods which have been handed over to S.K.S. BV for working, repair or inspection shall remain for the account and risk of the principal.
- 7.8 The latest "Incoterms", published by the International Chamber of Commerce, are applicable for the interpretation of the commercial terms.

Article 8 Claims and acceptance

- 8.1 Prior to the delivery all goods are carefully inspected by S.K.S. BV. The principal is, however, obliged to inspect and approve all goods and works itself upon delivery or termination of the work.
- 8.2 If the principal does not submit claims within four days after delivery, in writing and with supporting reasons, the delivery shall be deemed to have been accepted unconditionally.
- 8.3 Defects which cannot reasonably be discovered within the term mentioned under 2 must be reported immediately after discovery and within the applicable guarantee term.
- 8.4 If, however, tests or inspections have been made by the principal at S.K.S. BV's premises or at the agreed place of delivery, claims must be made upon this inspection or test.
- 8.5 If the principal has prescribed materials of a particular quality or with certificates or other standards, S.K.S. BV offers the principal the opportunity of checking these materials at S.K.S. BV's premises or at the place of the work immediately after S.K.S. BV has notified the principal that the materials are ready for inspection. Article 8.4 is likewise applicable.
- 8.6 Slight deviations shall not be able to constitute reasons for the principal to submit claims, to ask for compensation of damages or to request cancellation of the order.

- 8.7 If the principal desires special additional investigations, the principal must state the standards and specifications concerned. At the request of the principal investigations will be made in its presence. All costs connected with these investigations shall be for the account of the principal.
- 8.8 In the event of use, processing and/or consumption of the goods which have been delivered the principal shall be fully liable for the performance of the statutory and other rules of competent institutions, and all liability of S.K.S. BV for damages which occur after these actions shall lapse.
- 8.9 Return consignments will only be accepted by S.K.S. BV after S.K.S. BV has given written approval for this following receipt of the written complaint of the principal with supporting reasons. The principal is obliged to observe the further instructions of S.K.S. BV for the return consignment.

Article 9 Reservation of title

- 9.1 As long as the principal has not complied in full with all of its obligations under the agreement or an agreement connected therewith, S.K.S. BV shall remain the owner of all goods which have been sold and/or delivered, whereby the goods shall be for the account and risk of the principal.
- 9.2 The principal shall not have the right to dispose of or encumber the goods in any manner whatsoever, as long as it has not complied with all of its obligations towards S.K.S. BV.
- 9.3 If the principal does not comply with its obligations S.K.S. BV shall have the right, without the need for a notice in default, to demand that its property be handed over.
- 9.4 The principal shall - whether or not at S.K.S. BV's request - immediately provide in writing all information with regard to the goods which belong in whole or in part to S.K.S. BV, especially on rights of third parties on these goods.
- 9.5 If the principal does not comply with the obligation mentioned sub 9.4, the principal shall owe a fine for each transgression of 10% of the part of the agreed price which has not yet been paid.

Article 10 Advice and documents

- 10.1 All advice, calculations, statements and notifications given by S.K.S. BV relating to capacity, results and/or performances which are to be expected of the goods which are to be delivered or the work which is to be carried out are entirely without obligation and are only made in the form of non-binding information. Only the details stated in the written agreement or order confirmation shall be binding.
- 10.2 Cost estimates, plans, catalogues, pictures, drawings, measurements and statements of weight drawn up, made or made available by S.K.S. BV, or other documents belonging to the offers or deliveries, and also auxiliary materials such as models, moulds, stamps, dies and tools shall remain the property of S.K.S. BV at all times - even if the costs of manufacture have been charged to the principal - and must be returned to S.K.S. BV at its first request.
- 10.3 S.K.S. BV shall not be liable for infringement of patents, licences or other rights of third parties as a result of the use of details which have been provided to S.K.S. BV by or on behalf of the principal for the implementation of the order.
- 10.4 If S.K.S. BV refers in the agreement concluded with the principal or in the order confirmation to technical, safety, quality and/or other rules which relate to the products, the principal shall be deemed to be familiar with these and to observe these.
- 10.5 The goods referred to in this article may not be copied, duplicated, or shown or handed over to third parties, whether or not to be used again, without express permission from S.K.S. BV.

Article 11 Guarantee

- 11.1 S.K.S. BV shall provide guarantee for material and manufacturing faults for a period of 12 months after delivery.
- 11.2 The guarantee sub 1 shall entail that S.K.S. BV shall, exclusively on the grounds of its assessment, repair the faults or take back and replace the goods which have been delivered in whole or in part.
- 11.3 All other costs are for the account of the principal, including transport costs, travel costs and costs for disassembly and assembly. During the implementation of the guarantee obligations goods shall remain completely for the risk of the principal.
- 11.4 S.K.S. BV shall not provide any guarantee if:
- the faults are the result of inexpert use or a cause other than the unsoundness of the materials or the manufacture;
 - used materials or used goods have been delivered in consultation with the principal;
 - the cause of the faults cannot clearly be shown;
 - not all instructions given for the use of the products or other specific guarantee regulations which apply have been strictly and fully complied with.
- 11.5 All claims to guarantee by the principal shall lapse if:
- they relate to faults which are the result in whole or in part of government measures with regard to the quality or the nature of the materials which have been used or with regard to the manufacture;
 - the principal makes changes and/or repairs to the goods which have been delivered or has this done during the guarantee period without express and written permission from S.K.S. BV;
 - the principal does not, does not properly or does not timeously comply with any obligation which arises under this or any other agreement with the supplier, whether it is connected with this agreement or not.
- 11.6 For parts which are not manufactured by S.K.S. BV itself, S.K.S. BV shall provide the guarantee which is actually given to S.K.S. BV by its suppliers.
- 11.7 Guarantee will not be given on goods, materials, manufacturing methods and designs (including hardware and software) which are prescribed by the principal, nor for all defects which are caused directly or indirectly as a result of this for other materials and goods.

Article 12 Liability

- 12.1 S.K.S. BV shall not accept any liability for the consequences of the application and/or the use of the goods which it has delivered, damages which result directly or indirectly from the storage of the goods it has delivered, even if it has reserved the ownership thereof, damages on account of transgression of the delivery terms as a result of changed circumstances and damages as a result of defective information or materials of the buyer.
- 12.2 S.K.S. BV shall not be liable if a default is the consequence of force-majeure, which shall be taken to mean circumstances which prevent the performance of the obligation and which cannot be attributed to S.K.S. BV.
- 12.3 The exclusion of liability included in this article shall not apply if the damages are the result of purposeful action or crass fault of S.K.S. BV or its supervising subordinates.
- 12.4 S.K.S. BV shall never be obliged to pay more compensation for damages than the invoice value of the order from which the damages result, or the amount of damages which is actually to be paid out by its insurers as a result of the event which caused the damages, if the invoice value is higher.

Article 13 Product liability

- 13.1 The principal indemnifies S.K.S. BV from all claims of third parties on the grounds of product liability which occur after delivery by S.K.S. BV.
- 13.2 The principal is obliged to notify S.K.S. BV, within 3 working days after the principal has been held liable on the grounds of the statutory rules for product liability, of this. Where possible S.K.S. BV shall provide its cooperation for dealing with the liability claim.

Article 14 Obligations of the principal

- 14.1 The principal is obliged to immediately warn S.K.S. BV and its personnel members who are directly involved if the defects can be seen in constructions, drawings, method of work and indications, or the building materials, goods or auxiliary goods which come from S.K.S. BV or which the principal has prescribed or made available.

Article 15 Indemnification

- 15.1 The principal is obliged to indemnify S.K.S. BV from all costs and damages which may arise for S.K.S. BV as a result of third parties bringing a claim against S.K.S. BV with regard to any fact for which liability towards the principal is excluded in these general conditions.

Article 16 Third party clause

- 16.1 All stipulations in these general conditions have also been stipulated for the benefit of those persons, both in the employ of S.K.S. BV and third parties, for whose actions or failures to act S.K.S. BV can be liable.

Article 17 Cancellation

- 17.1 Cancellation by the principal is only possible if S.K.S. BV gives its permission therefor.
- 17.2 If S.K.S. BV consents with cancellation, the principal shall owe a payment of 15% of the agreed price, unless the costs which have been incurred and the lost profits exceed this amount, in which event the actual costs shall be owed. Costs which have been incurred shall also include materials and raw materials which have been purchased, whether or not for the future, and whether or not worked or processed, at the price paid by S.K.S. BV, including wage costs.
- 17.3 All claims or rights of the principal with regard to the performances already made by S.K.S. BV shall lapse in the event of cancellation.
- 17.4 In the event of cancellation the principal shall indemnify S.K.S. BV from claims of third parties as a result of the cancellation of the order.

Article 18 Termination

- 18.1 If the principal remains in default towards S.K.S. BV with timeous payment or performance of other obligations, S.K.S. BV shall be entitled, without notice in default, to consider the agreement as dissolved, without prejudice to the right of S.K.S. BV to full payment of costs, damages, interests, lost profits and all further rights on the grounds of the law.
- 18.2 S.K.S. BV shall also have the right to dissolve if S.K.S. BV judges that the creditworthiness of the principal is reduced, or that the principal applies for a provisional moratorium of payments, is declared bankrupt or in the event of cessation or liquidation of the business of the principal.

Article 19 Force-majeure

- 19.1 In the event of force-majeure S.K.S. BV shall be entitled to postpone its obligations to deliver in whole or in part, or to consider the agreement as terminated without court intervention, without being obliged to pay any compensation for damages, costs and interests to the principal.
- 19.2 The following shall in any event also constitute force- majeure on the side of S.K.S. BV:
- a. damages as a result of natural disasters and/or storm damages;
 - b. war, threat of war and/or any other form of armed conflict or threat hereof in The Netherlands and/or other countries as a result of which delivery of goods or raw materials is obstructed;
 - c. strikes, forced business closure, riots and all other forms of disruptions and/or obstructions caused by third parties, as a result of which delivery of goods or raw materials is obstructed;
 - d. loss of or damage to goods during transport;
 - e. sickness of one or more employees who are difficult to replace;
 - f. statutory or administration measures by virtue of the government as a result of which deliveries are obstructed, including import and export prohibitions;
 - g. prohibition for or obstruction for delivery imposed on S.K.S. BV by organizations, institutions, groups or contractual forms of cooperation of which S.K.S. BV is a member or of which it constitutes a part;
 - h. faults and/or defects in means of transport, production apparatus or energy facilities.
 - i. fire or other accidents in the business of S.K.S. BV;
 - j. non-delivery or non-timeous delivery to S.K.S. BV by suppliers in The Netherlands and/or other countries;
 - k. stagnation in The Netherlands and/or other countries in the supplies of goods, raw materials and/or energy.

Article 20 Insurances

- 20.1 The principal undertakes to take-out the customary insurances and to maintain them.
The insurance must also include the interest of S.K.S. BV, including the interest which has not yet become the property of the principal by virtue of the order. The principal undertakes to pay this interest to S.K.S. BV in the event of a calamity.
- 20.2 The conclusion of the insurances are for the account and risk of the principal.
- 20.3 S.K.S. BV shall never be liable for damages which are generally covered by insurance.

Article 21 Nullity

- 21.1 If one of the provisions of these general conditions is deemed to be null and void, this shall not have any consequences for the validity of the other provisions of these general conditions.

Article 22 Applicable law

- 22.1 All agreements to which these general conditions of S.K.S. BV relate are subjected to Dutch law.
- 22.2 The applicability of the Vienna purchasing treaty is excluded, unless the parties have made express agreement to the contrary.

Copies will be sent upon request by S.K.S. BV free of charge.

Waalwijk, July 2004