

General terms and conditions for sales and delivery of VDL Weweler B.V.

These general terms and conditions for sales and delivery – hereinafter: general terms were registered with the Chamber of Commerce and Industry for Veluwe en Twente in Apeldoorn on 18-01-2006 under number 08031176.

Article 1 – Applicability

1.1 The present general terms apply to all offers and/or agreements for sales and delivery entered into by VDL Weweler B.V. – hereinafter Weweler. General purchase terms of (potential) customers of Weweler do not apply – also not together with the present general terms – and possible applicability of same is hereby explicitly excluded.

1.2 Deviations and/or additions to these terms only bind Weweler in so far as they have been explicitly agreed upon by Weweler in writing; barring such deviations and/or additions, these general terms will remain effective for the rest.

Article 2 – Realisation of agreement

Offers by Weweler are not binding and are consequently revocable until the agreement has been entered into. The agreement is only entered into once the order has been confirmed by Weweler in writing. Agreements pertaining to small orders of replacement market articles which can immediately be delivered are entered into without confirmation in writing of the order by Weweler.

Article 3 – Delivery (term or place), force majeure and transition of risk

3.1 A term for delivery agreed upon is a target term. If the customer owes a payment in advance, has to give security or has to supply information and/or materials needed for the execution of the agreement, the term is not effective until payment in advance has been received in full, security has been given or the needed information and/or materials have been supplied.

3.2 An agreement can not be dissolved by the customer on account of deliveries not made on time – this does not include delivery of faulty goods. This will not apply if Weweler does not execute the agreement (completely) within an reasonable term of which it has been given notice in writing after the expiration of the term of delivery agreed upon, if the customer can not reasonably be asked to maintain the agreement, this without prejudice to the provisions in article 3. The reasonable term referred to amounts to at least 1 calendar month.

3.3 Weweler has the right to suspend a delivery on account of unsettled financial obligations by the customer to Weweler.

3.4 Weweler can not be held responsible for deliveries not made on time if these are caused by circumstances beyond Weweler's control, whether these can be anticipated or not. Such circumstances always include war and comparable situations, riots, sabotage, boycott, strike, occupation, blockade, shortage of raw materials, shortcomings of suppliers and/or forwarding agents, (domestic or foreign) government measures such as transport, import, export and/or production embargoes, natural disasters, exceptionally bad weather, stroke of lightning, fire, explosion and efflux of dangerous chemicals.

3.5 Delivery is made within the definition of a clause specified in the confirmation of the order under Incoterms 1990, unless parties explicitly agree in writing on a different way of delivery. The customer is under obligation to purchase. As soon as delivery has taken place at the address of delivery in the way agreed upon, the risk of loss, destruction and/or damage of the delivered is transferred to the customer. The same transition of risk occurs at the moment when Weweler delivers goods in accordance with the

agreement while the customer does not accept for whatever reason; in that case all costs of keeping and storage will also be at the customer's expense.

Article 4 – Prices

4.1 The prices agreed upon are based on delivery in accordance with Art. 3. VAT and possible other government levies are charged separately.

4.2 Weweler may pass on price increases after 3 months of the agreement being entered into, for instance as result of increased purchase prices, wages or transport costs.

If Weweler passes on price increases within 3 months after the agreement has been entered into, the customer is authorised to rescind the agreement. VAT increases and increases in any other government levies may always be passed on.

Article 5 – Payment

5.1 Unless explicitly agreed otherwise, payment will be made within thirty (30) calendar days of the date of the invoice, in cash and/or by transfer to an account indicated by Weweler and this in the currency agreed upon.

5.2 If payment is not made on time, Weweler has the right to suspend deliveries, has the right to 1.5% interest per month on the unsettled amount or - if higher- the statutory interest without proof of default, and all costs for or in connection with collection of the claim – judicial and extra judicial – are at the customer's expense. Part of the month in this connection counts as a whole month. Extra judicial costs are fixed at 15% of the overdue amount unless Weweler proves that the actual costs were higher, in which case these actual extra judicial costs will be due. In default of payment on time and the customer's consequently being in default, Weweler has the right to rescind the agreement(s) without taking the matter to court and taking effect immediately by way of a written statement, all this without prejudice to its right to damages.

Article 6 – Retention of title; security

6.1 Without prejudice to the provisions in Art 3 sub 5, Weweler retains title until all claims by Weweler on the customer, originating from or in connection with deliveries to the customer, have been fully settled. Weweler in its discretion has the right to take back goods the title of which was retained without any responsibility towards the customer being in default to pay or if the customer is otherwise in default. The customer will lend full cooperation to such taking back.

6.2 If Weweler holds goods for the customer for processing, Weweler has the right to hold these in trust until the customer paid everything the customer owes it for whatever reason.

6.3 The customer will give (additional) security for payment at Weweler's first request.

6.4 Settlement on mutual terms by the customer is only allowed in so far as the counterclaim was explicitly acknowledged by Weweler or was finally upheld by the court.

6.5 What the customer owes Weweler on account of the agreement can immediately be claimed in full in case of suspension of payment or (filing for) bankruptcy of the customer, a decision of the customer to partly or completely discontinue or transfer the company,

attachment with the customer and more than twice default of payment by customer. In the first three cases mentioned Weweler also has the right to rescind all agreements with the customer by a written statement taking effect at once if the customer did not provide Weweler with the security suitable in Weweler's opinion for all the customer owes and will owe Weweler, within eight (8) calendar days after a request to that effect.

Article 7 – Rights of Weweler and third parties

The customer will respect all (intellectual property) rights of Weweler and/or third parties with regard to goods and/or services delivered by Weweler and information given about those. Intellectual property rights which have arisen from the execution of work for the customer accrue to Weweler without compensation. The customer will only use knowledge and information given to it about or in connection with delivered goods and/or services for its own benefit and not supply these to third parties under whatever title.

Article 8 – Shortcomings (repair, rescission)

8.1 The customer has an obligation to inspect and shall check for possible shortcomings, including incorrect amounts, within fourteen (14) days after execution of the agreement and shall report the detected shortcomings immediately to Weweler in writing, all this under penalty of rescission of the right to protest for shortcomings that could reasonably have been detected during close inspection.

8.2 Shortcomings detected at inspection and further only those shortcomings of the delivered goods, which could not reasonably have been discovered at inspection but detected within six months after execution of the delivery and reported immediately after detection to Weweler in writing in so far as these can be proven to have been caused by shortcomings of Weweler and can therefore be attributed to Weweler, will be repaired by Weweler and/or replaced at Weweler's expense, all this at Weweler's choice. Transport for repair to Weweler or a different location explicitly indicated by Weweler is at the customer's risk and expense. If it is not incontestably established that the delivered goods show shortcomings referred to in this subsection, all costs involved in complaint are at the customer's expense.

8.3 If a third party accuses the customer of infringement of the (intellectual property) rights of this third party with regard to goods and/or services delivered by Weweler, Weweler will make an effort to remove conflict with the rights of the third party, for instance, through change or acquisition of licence. This only applies to goods and/or services which are produced and/or brought into circulation by Weweler itself and were not developed at the customer's order. Under penalty of rescission of the right to protest Weweler's obligation of effort, the customer should notify Weweler immediately of infringement as referred to in this subsection and also to leave Weweler in control of possible defence of a case or a lawsuit to be settled out of court. Without prejudice to the provisions in Art. 8, Weweler at all times reserves the right to change goods and/or services or have them changed to avoid possible conflict with the rights of third parties.

8.4 Only shortcomings under the definition of subsection 2 which are not shortcomings detected at inspection which Weweler –after having been given timely opportunity– does not remove within a reasonable period give the customer the right to rescind the agreement(s) in so far as the customer, considering all circumstances, can not be reasonably expected to maintain the agreement(s) in force.

Article 9 – Authority to change

Weweler is authorised to make changes to the specifications of the sold goods and/or services in so far as this does not considerably detract from the performances and quality of the goods and/or services agreed upon.

Article 10 – Liability

10.1 If Weweler can be held liable at law for damages on account of imputable shortcoming in the execution of an obligation resulting from agreement, or on account of an unlawful act, the following applies:

- a. Weweler is not liable for damages consisting of lost profit or reduced returns;
- b. Weweler's liability for damages consisting of loss or damage of a business or injury and the consequential damages of same is limited to a maximum of the net value of the invoice (gross value of the invoice minus VAT and possible other government levies) of the delivery concerning the damages;
- c. Weweler's liability for damages other than those referred to under a. and b. is limited to 50% of the net value of the invoice as referred to under b. of the delivery concerning the damages.

10.2 Under penalty of rescission of rights, the customer is bound to report damages as referred to in subsection 1 to Weweler in writing within fourteen (14) days after detection. Damages arising later than one (1) year after delivery will not be considered for compensation. Likewise under penalty of rescission of rights, the customer is also bound to give Weweler full cooperation in its investigation into the clause, nature and extent of the damages for which Weweler is liable.

10.3 The customer shall hold Weweler harmless against claims by third parties, which claim to have suffered damages from goods which Weweler delivered to customers, unless and in so far as the customer can prove Weweler be liable for these damages in relation to the customer and has to compensate them to the customer.

10.4 (Legal) persons who belong to the Weweler group of companies, its personnel and aides whom Weweler involves in the execution of the agreement and who are held liable for damages by the customer can also rely on the provisions in this article. These (legal) persons and Weweler jointly are not liable for a higher amount than Weweler would be alone.

10.5 If and in so far as the restriction of liability in this article in a certain case is judged legally unreasonable cumbersome or unacceptable, the restriction will be converted into a restriction, which is most favourable for Weweler and which, considering all circumstances of the case, is not unreasonably damaging or unacceptable.

Article 11 – Applicable law and forum

11.1 Agreements for sales and delivery between Weweler and the customer and possible other legal relationships between said parties are governed by Netherlands law, except the Uniform Law on the international sale of goods.

11.2 Only the judge of the jurisdiction of Zutphen is competent *ratione materiae* to take cognisance of disputes between Weweler and customers.