

GENERAL TERMS AND CONDITIONS OF SALES AND SERVICES

Section 1 General Provisions

- 1.1 These general terms and conditions apply to all and any offers and agreements in which Blaauw Products sells/supplies goods, and renders services to the purchaser save the agreements referred to in Section 1.2.
- 1.2 These general conditions do not apply to maintenance and service agreements concluded between Blaauw Products and her customers. To servicing agreements the “General Terms and Conditions of servicing of equipment” used by Blaauw Products apply.
- 1.3 Any deviations from the general terms and conditions applied by Blaauw Products are not valid unless expressly agreed in writing.
- 1.4 Applicability of any other terms and conditions than these general terms and conditions for delivery of products and services are explicitly dismissed by Blaauw Products.

Section 2 Establishment and Performance of the Agreement

- 2.1 Any and all offers of Blaauw Products are without obligation. An offer can be withdrawn by Blaauw Products within eight working days following its acceptance. In that case no agreement is considered to have come in place.
- 2.2 Except in the event that the offer is withdrawn by Blaauw Products as referred to in Section 2.1 the agreement is considered to have been established as soon as Blaauw Products has received a written confirmation from the customer that the offer has been accepted or – if the purchaser accepted the offer orally – this has been confirmed in writing by Blaauw Products.
- 2.3 Blaauw Products does not have to start with the performance of the agreement until after receipt of an advance payment as agreed, unless otherwise agreed in writing.

Section 3 Delivery, Risk and Delivery Dates

- 3.1 The goods sold by Blaauw Products will be delivered to the warehouse of Blaauw Products (ex. works delivery Incoterms 2010), except if the parties agreed in writing that delivery will take place at a different site.
- 3.2 Goods are considered delivered once the purchased goods have been put within the actual power of disposal of purchaser or an intermediary hired by the purchaser.
- 3.3 Blaauw Products will package the sold goods for the purpose of delivery according to the standards applicable in its company. If the purchaser demands a different way of packaging, the additional costs involved will be at the expense of the purchaser.
- 3.4 The goods sold are at risk of the purchaser as from the moment of delivery as described in Section 3.2.
- 3.5 The delivery dates stated will never be considered deadlines, unless it is explicitly agreed in writing between the parties, time is not of the essence. In case of non-timely delivery Blaauw Products will not be in default, but once the purchaser has rightfully declared default against Blaauw Products in writing, purchaser will grant an additional time-limit of forty-four days starting from the date of the default to meet the delivery obligation.
- 3.6 If Blaauw Products will be in default, the purchaser will not be entitled to any claims or damages..

Section 4 Installation

- 4.1 If any goods delivered by Blaauw Products have to be installed at the site of the purchaser, the purchaser shall ensure that on the date of delivery an appropriate installation site will be available including but not limited to all the required facilities, such as cabling, tools, telecommunication facilities, and in-company lifting and transportation means.
- 4.2 If Blaauw Products has to arrange or organise the installation or provision of such facilities itself, the purchaser will reimburse Blaauw Products for all cost on a commercial rate basis for any additional hours and waiting time and for out of pocket cost and expenses on a cost basis + 15% handling fee..
- 4.3 The purchaser shall grant Blaauw Products access to the site of installation during the hours to be specified by Blaauw Products.

Section 5 Acceptance

- 5.1 The goods delivered by Blaauw Products will be considered accepted on the date of delivery.
- 5.2 If an installation to be carried out by Blaauw Products has been agreed to, such installation will be considered accepted on the date of its completion.

Section 6 Price and Payment

- 6.1 The agreed price is, unless stated otherwise, excluding VAT and other taxes imposed by any government and is based on delivery ex warehouse. In case of delivery elsewhere the additional costs involved will for the account of the purchaser.
- 6.2 The agreed price is considered to be based on the cost, exchange rates, salaries, taxes, rights, duties and the like applicable at the time the price quotes were made. If a change to any of such elements takes place, Blaauw Products is entitled to adjust the price accordingly by means of a written communication in respect of any work to be performed according to the agreed planning at a time which is at least three months after the date of conclusion of the agreement.
- 6.3 For any orders below a sum to be fixed by Blaauw Products (as from January 1, 2011 EUR 250.00 excluding VAT) handling fees will be charged.
- 6.4 All invoices shall be paid in conformity with the payment terms stated in the invoice. Lacking which the invoice price should be received within thirty days following the date of invoice by Blaauw Products.
- 6.5 The purchaser is not entitled to set off any sum against other sums.
- 6.6 If the purchaser does not pay the sums due within the agreed time-limit, he will be in default by law and owe an interest (12 months on the sum receivable. If Blaauw Products is compelled to take any legal action for the purpose of collecting the unpaid debt, it will also claim collecting fees to the sum of 15% of the principal sum, in any case a minimum of EUR 250.00.
- 6.7 Any payment made by the purchaser will first be deducted from the interest and costs due and next from the principal sum on the understanding that these payments will first be set off against the oldest invoices.

Section 7 Ownership Retention

- 7.1 Blaauw Products retains ownership of the goods supplied by it until such time that the purchaser has paid the sums due for delivery or installation under the agreement in full. This also includes interest and costs which become due under Section 6.6.
- 7.2 As long as full payment has not yet taken place the purchaser will not be allowed to alienate, pawn, pledge or mortgage, lease, lend or take outside his company on any title whatsoever the goods supplied. Failing which the provision of Section 12 will apply.
- 7.3 For the period that purchaser has received the goods or has assumed control over the goods, purchaser is responsible for the goods. Purchaser shall store and handle the goods with utmost care and shall be liable for any damages inflicted during the period the goods are in his control.

Section 8 Limited Warranty

- 8.1 For a period of six months following delivery Blaauw Products will repair to its best capacity any material, manufacturing and construction defects in the goods supplied provided the purchaser can demonstrate that there are such defects and they are reported within such period in detail to Blaauw Products in conformity with the provision of Section 9.2.
- 8.2 The Limited Warranty only relates to the goods or parts to be replaced. The purchaser does owe labor costs and initial driving charge in the Limited Warranty period.
- 8.3 All the used parts replaced will become the property of Blaauw Products.
- 8.4 If within the Limited Warranty period a control system supplied to the purchaser by Blaauw Products becomes defect Blaauw Products put a replacement system at his disposal for a period of 30 days maximum free of charge.
- 8.5 As to any parts purchased from third parties Blaauw Products does not give any Limited Warranty beyond such Limited Warranty as provided by such third parties to Blaauw Products.

- At request Blaauw Products will forward the Limited Warranty provisions in question to the purchaser.
- 8.6 As to the work of installation repair or rehaul carried out by Blaauw Products a six months Limited Warranty is given of due performance of the work. If within such time-limit the purchaser can prove that the work in question was not duly performed, Blaauw Products will carry out the agreed work once more. In that case the purchaser will not be charged any labor costs but will have to pay the initial startup cost and expenses.
- 8.7 The Limited Warranty provision becomes ineffective, if the defects, non-function or malfunction are, in full or in part, the result of incorrect, careless or inexpert use, any external causes such as for instance fire or water damage, government rules or any changes which the purchaser has made or ordered to be made to the supplied goods or parts thereof without the permission of Blaauw Products.
- 8.8 Any work and costs of repair outside the context of this Limited Warranty will be charged by Blaauw Products in conformity with the rates applicable at such time.
- 8.9 Any alleged non-performance by Blaauw Products of its Limited Warranty obligations does not release the purchaser from the obligations resulting from any agreement concluded with Blaauw Products.

Section 9 Liability and Indemnity

- 9.1 The liability of Blaauw Products for non-conformity of any goods supplied by it or incorrect performance of any work carried out by it, is explicitly limited to compliance with the Limited Warranty obligations described in Section 8.
- 9.2 Any complaints about defects should be made within 30 days following their establishment in writing and with due description to Blaauw Products, lacking which Blaauw Products is entitled to consider any entitlement to the Limited Warranty as described in Section 8 to have become ineffective.
- 9.3 The total aggregate liability of Blaauw Products for any claims and/or damages under this agreement, is limited to compensation for direct damage up to an amount which is in reasonable proportion to the price agreed for the performance, but never exceeding a cumulative aggregate total of 10% of the agreed price.
- 9.4 Any liability of Blaauw Products for indirect damages, such as inter alia consequential damage, loss of profit, damage due to business stagnation, injury to persons, and damage to goods, etc, is explicitly excluded.
- 9.5 If Blaauw Products has not been formally contracted to install but nevertheless provides assistance and aid to the purchaser upon installation – regardless the nature thereof – this will be done entirely at the risk of the purchaser.
- 9.6 The purchaser indemnifies Blaauw Products from all and any third-party claims by reason of liability resulting from a defect in the goods or services supplied by Blaauw Products, in particular if the purchaser has supplied a good to a third party which (also) consisted of any good supplied by Blaauw Products. The purchaser indemnifies Blaauw Products from all and any third-party claims by reason of liability resulting from using, touching, operating, moving, or any other action related to the goods or services supplied by Blaauw Products, in particular if the purchaser has supplied a good to a third party which (also) consisted of any good supplied by Blaauw Products
- 9.7 The purchaser indemnifies Blaauw Products from all and any claims by reason of liability resulting from using the goods or services supplied by Blaauw Products, in particular if it concerns improper use of any good supplied by Blaauw Products.

Section 10 Force Majeure

- 10.1 Neither party is committed to perform any obligation if it is impeded to do so due to force majeure. Force majeure is also understood to mean any stagnation in transport, accident or illness of staff, strikes, import restrictions or any other restrictions made by the government, or non-imputable failure of suppliers of Blaauw Products.
- 10.2 If the state of force majeure has lasted for more than ninety days the parties are entitled to cancel the agreement in writing, without being held to pay any damages on that account.
- 10.3 Any act or good already supplied by Blaauw Products under the agreement which resulted into partial performance of the agreement should be paid by the purchaser pro rata to Blaauw Products in that case.

Section 11 Export

- 11.1 In case of export of goods, parts or software by Blaauw Products the relevant export provisions apply. The purchaser will indemnify Blaauw Products from all and any third-party claims relating to any violations of applicable export regulations to be imputed to the purchaser.

Section 12 Non-Performance by Purchaser

- 12.1 If the purchaser does not perform any (payment) obligation resulting from this agreement or any other agreement concluded with Blaauw Products, Blaauw Products is entitled to postpone any deliveries and to interrupt any deliveries already started, as well as to suspend its Limited Warranty obligations under Section 8 until such time that the purchaser has fully complied with its obligations to pay the claimable sums resulting from this or any other agreements with Blaauw Products in full.
- 12.2 In that case, as also in case of bankruptcy or suspension of payment, cessation of business or liquidation of the company of the purchaser Blaauw Products is also entitled to cancel the agreement without any notice of default and to recover any losses incurred or to be incurred by it from the purchaser.
- 12.3 Blaauw Products is entitled to require security for payment from the purchaser at any time desired by it, and to postpone delivery, or if already started, interrupt delivery until the required security has been given.

Section 13 Applicable Law and Choice of Forum

- 13.1 To the agreements concluded by Blaauw Product and any disputes resulting from them the law of the Netherlands applies exclusively.
- 13.2 Any disputes resulting from this agreement falling under the jurisdiction of the District Court shall be presented to the relevant Courts in Amsterdam, The Netherlands.