

General Terms and Conditions of:

Stemmann-Technik Nederland B.V.
De Roysloot 12 K
2231 NZ Rijnsburg
The Netherlands

Chamber of Commerce No. for Den Haag: 280553720000

Article 1: Applicability/definitions

1. These Terms and Conditions apply to all offers and to all agreements of purchase and sale as well all contracts for professional services for the development or production of items or the carrying out of work, such as assembly, maintenance and/or repair work and affiliated services of Stemmann-Technik Nederland B.V., established in Rijnsburg , hereinafter to be referred to as "Stemmann".
2. The purchaser or the client shall hereinafter be referred to as "the Other Party".
3. "In writing" for the purposes of these General Terms and Conditions shall mean: by letter, e-mail, fax or any other mode of communication that is regarded as equivalent to writing in view of advances in technology and conventional practices.
4. "Assignment" for the purposes of these General Terms and Conditions shall mean: an assignment agreed between parties and instructed by the Other Party for the development or production of (customised) items, the carrying out of work or the performance of services.
5. "Items" for the purposes of these General Terms and Conditions shall mean: items to be delivered from stock by Stemmann as well as items produced on instruction, unless it is explicitly stated in any provision that this provision shall only cover the last-named items.
6. The recommendations, calculations, drawings, designs and suchlike to be produced by Stemmann or provided by the Other Party shall hereinafter be referred to as "the documents". These documents can be recorded both in writing and on other data carriers, such as on CD ROMs, DVD, USB sticks, etc.
7. The possible invalidity of (any part of) a provision contained in these General Terms and Conditions shall not affect the validity of the remaining provisions.
8. These General Terms and Conditions also apply to the additional or partial orders or partial contracts or follow-up instructions following the agreement.
9. A lasting business relationship shall only be deemed to exist if Stemmann has already handed these General Terms and Conditions several times to the Other Party. Stemmann shall not be obliged to produce these General Terms and Conditions in order for them to apply to each new agreement.

Article 2: Assignments, establishing agreements

1. The agreement shall be established after the Other Party has accepted the offer from Stemmann even if this acceptance differs in subordinate points from the offer. If however the acceptance by the Other Party differs essentially from the offer, the agreement shall not be deemed established until Stemmann has expressly agreed to these differences in writing.
2. If the Other Party assigns or places an order with Stemmann without first making an offer, Stemmann shall only be bound by this assignment or order after it has confirmed this to the Other Party in writing.
3. Changes to an assignment or order already given must be submitted in writing and be accompanied by a clear description of the changes. The aforesaid changes as well as the additions to or the changes of the General Terms and Conditions or the agreement shall only bind Stemmann after they have been confirmed to the Other Party in writing.

4. Stemmann shall only be bound by verbal agreements after it has confirmed these to the Other Party in writing or as soon as Stemmann has started to carry out these agreements without objection from the Other Party.

Article 3: Offers, quotations

1. All offers and quotations from Stemmann shall be non-binding, unless they specify a date for acceptance. If an offer or quotation contains a non-binding proposal and the Other Party accepts such proposal, Stemmann shall be entitled to withdraw the proposal within two working days of receiving acceptance.
2. A draft estimate shall not oblige Stemmann to deliver part of the proposal stated in this estimate for a corresponding part of the price.
3. If the offer is based on information provided by the Other Party and this information appears incorrect or incomplete or if it should change afterwards, Stemmann shall be entitled to adjust the prices, rates and/or delivery terms stated in the offer.
4. Offers, proposals as well as prices and rates do not automatically apply to additional or new orders.
5. The samples and models shown and/or provided, examples of the documents as well as specified capacities, functionalities, dimensions and other descriptions in brochures, promotion material and/or on the website of Stemmann are as accurate as possible, but given as indication only. The Other Party may not derive any rights from this.
6. The samples and models stated in the previous paragraph shall remain Stemmann's property and shall be returned to Stemmann on first demand at the Other Party's expense.
7. Stemmann has the right to charge the costs related to the offer and/or proposal to the Other Party, provided that it has notified the Other Party beforehand of those costs in writing.
8. If the Other Party does not accept an offer or proposal, it shall be obliged to return all documents supplied with the offer or proposal to Stemmann on Stemmann's demand.

Article 4: Fees, prices, rates

1. Unless parties have agreed a fixed fee, Stemmann shall charge its fee on a time-costing basis, applying the agreed hourly rate or Stemmann's customary hourly rate.
2. The hourly fees apply to normal working days, which is understood to mean: Mondays to Fridays (with the exception of recognised public holidays) and the times agreed between parties.
3. In the event of emergency work or if the work needs to be carried out beyond the working days referred to in paragraph 2 of this Article, Stemmann shall be entitled to add a surcharge to the agreed or standard hourly rate.
4. The prices or rates stated in the offers, proposals, price and rate lists and suchlike are exclusive of Dutch VAT and any possible costs, such as shipping or transport costs, administrative costs and expense claims of third parties engaged.
5. Stemmann is entitled to increase an agreed fixed fee if it appears during the execution of the agreement that the parties have not correctly estimated the agreed or expected amount of work when concluding the agreement, this incorrect estimate is not due to an attributable failure of Stemmann and it cannot reasonably be expected from it to carry out the work for the agreed fee.
6. In the event of a dispute about the hours spent and/or the hours charged, the Stemmann time recording shall be binding. All this unless the contrary is proved on the part of the Other Party.
7. If (cost)price increasing circumstances occur at the expense of Stemmann between the date of concluding the agreement and the execution thereof due to legislation and regulations, currency fluctuations or price changes of the third parties or other suppliers engaged by Stemmann or changes in the prices of the required materials, components and suchlike, Stemmann shall be entitled to increase the agreed price or fee accordingly and charge it to the Other Party.

Article 5: Engaging third parties

If required for the proper execution of the agreement, Stemmann shall be entitled to have specific work or deliveries carried out by third parties. All this at the discretion of Stemmann

Article 6: Obligations of the Other Party

1. The Other Party must ensure that:
 - a. it shall make all information and documents required for the execution of the agreement available to Stemmann in time and in the manner required by Stemmann.
 - b. any data carriers, electronic files and suchlike provided to Stemmann by the Other Party shall be free from viruses and/or defects;
 - c. the objects or vehicles in or to which Stemmann must carry out work will be made available to Stemmann at the agreed time and that they are accessible and in such a condition that the work can be carried out or continued unhindered.
 - d. if (a part of) the assignment has to be carried out on location of the Other Party, Stemmann shall be given access to this location at the agreed dates and times and that this location will meet the legal (safety) requirements applicable for this purpose.
 - e. the work location is in such a condition that Stemmann can carry out or continue its work unhindered.
 - f. Stemmann has connection facilities for electricity, gas and water at its disposal at the work location. The costs for this shall be at the expense of the Other Party. Lost working hours due to water, gas or power failure shall also be charged to the Other Party;
 - g. sufficient facilities shall be available at the location concerned for the collection of waste;
 - h. there is a room available at the work location where Stemmann's tools, machines, materials and suchlike can be stored or put away to prevent damage or theft of these items.
 - i. the other facilities reasonably required by Stemmann are present at the work location, without any additional costs being involved.
2. The Other Party shall ensure that the information and documents it has provided are correct and complete and shall indemnify Stemmann against any claims from third parties arising from the incorrectness and/or incompleteness of the information.
3. Stemmann shall treat the information and documents provided by the Other Party in confidence and only provide it to third parties insofar as essential for the execution of the agreement.
4. The risk of the items that are under the administration of Stemmann for the carrying out of the work, shall remain with the Other Party. The Other Party is obliged to have and maintain the items under the administration of Stemmann for repair or maintenance purposes adequately insured.
5. The Other Party is liable for loss or theft of and/or other damage to the items, tools, machines, materials and suchlike, which Stemmann uses or has stored during the carrying out of the work at the Other Party's, which also includes damage as a result of imperfections, faults and suchlike at the work location.
6. The Other Party shall allow Stemmann to put up name boards and advertisements at the work location or to the object in or to which the work is being carried out.
7. If the obligations referred to in this Article are not fulfilled in time, Stemmann shall be entitled to suspend the execution of the agreement until the time that the Other Party has fulfilled its obligations. The costs related to the delay incurred and/or the costs to perform additional work or any other consequences arising from this shall be at the expense and risk of the Other Party.
8. The Other Party may only sell on items delivered by Stemmann in the original packaging from Stemmann or its supplier. The Other Party may make no changes to the original packaging and shall prevent any damage.

9. The Other Party shall be obliged to charge its customers the respective sale price or minimum sale price set by Stemmann or its supplier subject to an immediate and fully payable forfeit of € 500.00 per contravention if it fails to do so without prejudice to Stemmann's right to claim full compensation.
10. If the Other Party fails to comply with its obligations and Stemmann fails to require performance by the Other Party, it shall not affect Stemmann's right to require performance at a later date.

Article 7: Packaging

1. If Stemmann delivers the items in packaging designed to be used several times, the packaging shall remain Stemmann's property. The Other Party may not use this packaging for other purposes than for which it is intended.
2. Stemmann shall be entitled to charge the Other Party a fee for this packaging. If the Other Party returns the packaging carriage paid within the agreed period, Stemmann shall be obliged to take back this packaging and Stemmann shall refund the fee charged to the Other Party.
3. If the packaging is damaged, incomplete or lost, the Other Party shall be responsible for such loss and shall forfeit its claim for reimbursement.
4. If the damage stated in paragraph 3 of this article exceeds the fee charged, Stemmann shall be entitled to refuse to take back the packaging. Stemmann can then charge the Other Party for the cost price of the packaging minus the fee paid by the Other Party.
5. If the packaging is intended for use only once, Stemmann shall not be required to take back the packaging and it shall be obliged to leave this packaging with the Other Party. The Other Party shall then bear any costs for disposing of this packaging.

Article 8: Delivery, delivery/completion periods

1. Agreed delivery/completion periods shall never be considered as strict deadlines. If Stemmann fails to deliver the agreed performance at all or in time, it shall have to be given notice of default in writing accordingly, giving it a reasonable period to meet its delivery/completion obligations at a later date.
2. Stemmann is entitled to deliver or execute the work in parts or phases, whereby each partial delivery or partial performance may be invoiced separately or periodically.
3. The risk concerning the delivered items shall pass to the Other Party at the time of delivery. The moment of delivery for the purposes of these General Terms and Conditions shall mean: the moment the items to be delivered will leave the premises, the warehouse or the work location of Stemmann, or the moment that Stemmann has informed the Other Party that it may collect the items.
4. Despatch or transport of the items ordered shall take place in a manner to be determined by Stemmann but at the expense and risk of the Other Party. Stemmann shall not be responsible for any damage of any nature whether or not occasioned to the items themselves and which is linked to the despatch or transport.
5. If it appears impossible, due to a cause within the control of the Other Party, to carry out the work and/or to deliver the items ordered to the Other Party, or if the items are not collected, Stemmann shall be entitled to store the items or materials and/or the components that have been purchased for the execution of the agreement at the expense and risk of the Other Party. Unless Stemmann has explicitly set out a different term in writing, the Other Party must give Stemmann the opportunity within 1 month after notification of the storage to carry out the work at a later date and/or to deliver the items at a later date, or the Other Party must collect the items within this term at a later date.
6. If the Other Party still fails to meet its obligations after expiry of the term referred to in paragraph 5 of this Article, it shall be immediately in default. Stemmann shall then be entitled to terminate the agreement fully or partially with immediate effect, without judicial intervention, by means of a written statement, and to sell the items or the materials and/or components to third parties. All this without any obligation arising for Stemmann to compensate damage, expenses and interest.

7. The aforementioned shall not affect the Other Party's obligation to compensate for any (storage) costs, damage caused by delay, loss of earnings or other losses.

Article 9: Progress, execution of agreement

1. If the start, progress or completion of the work or the agreed delivery of items is delayed due to the fact that:
 - a. Stemmann has not received all essential information or documents from the Other Party in time;
 - b. Stemmann has not received any agreed (advance) payment from the Other Party in time;
 - c. there are other circumstances that shall be at the expense and risk of the Other Party; Stemmann shall be entitled to an extension of the delivery/completion term that may reasonably follow from those circumstances and it shall be entitled to charge the costs and damage involved, such as any waiting hours, to the Other Party.
2. If the agreement is executed in phases, Stemmann shall be entitled to suspend the execution of the parts that belong to the following phase, until the Other Party has approved of the result of the previous phase. The costs and damage for this shall be charged to the Other Party.
3. Stemmann shall exert itself to effect the agreed work and deliveries within the time agreed and planned for this purpose, insofar as this can reasonably be expected from it. If the execution of the agreement should be expedited at the request of the Other Party, Stemmann shall be entitled to charge the overtime hours and other costs involved to the Other Party.
4. Stemmann is obliged to point out to the Other Party the imperfections, errors and suchlike in constructions, working procedures, documents, orders and instructions given by or on behalf of the Other Party. Additionally, Stemmann must point out to the Other Party the imperfections in materials and auxiliary materials made available or prescribed by the Other Party. All this insofar as the aforesaid imperfections, errors, failures and suchlike are relevant for the performance of Stemmann and it is or could be familiar with them.
5. Stemmann is deemed to be familiar with the (legal) provisions relevant for the execution of the agreement insofar as these are applicable on the day of the offer. The costs involved for the observance of these provisions shall be at the expense of the Other Party.
6. If during the execution of the agreement it appears that the work and/or deliveries cannot be carried out in the agreed manner as a result of unforeseen circumstances, Stemmann shall consult with the Other Party about changing the agreement. Stemmann shall at the same time inform the Other Party about the consequences of the change for the agreed prices, rates and the agreed delivery/completion terms. If the execution of the agreement has become impossible as a result, Stemmann shall in any case be entitled to full compensation for the work already carried out or deliveries already made.
7. If parties have agreed that Stemmann shall first produce a draft version of the documents to be supplied, the Other Party shall check each draft version of these documents carefully each time and make its response known to Stemmann as soon as possible. If necessary, the draft shall be adjusted by Stemmann and again submitted for approval to the Other Party. Stemmann is entitled to require that the definitive version of the documents to be produced shall be initialled for approval on each page by the Other Party or that the Other Party shall sign a statement of approval of the definitive version.
8. If Stemmann has to make changes to documents already approved by the Other Party, this may be considered as additional work and Stemmann shall be entitled to charge the additional costs arising from this to the counter-party.

Article 10: Contract variations

1. Additional work is understood to mean: all additional work and deliveries at the request of the Other Party or necessarily arising from the work and deliveries, which has/have not been included in the proposal, offer or assignment.

2. Contract variations must be agreed in writing between Stemmann and the Other Party. Stemmann is only bound by oral agreements after they have been confirmed in writing to the Other Party or as soon as Stemmann – without objection from the Other Party – has started with the execution of these arrangements.
3. Settlement of contract variations shall in any case take place:
 - a. In the event of changes in the original assignment
 - b. In the event of unforeseen cost increases or reductions and differences in deductible and/or estimated amounts.
4. Settlement of contract variations shall occur at once with the final settlement, unless parties have explicitly agreed otherwise in writing.

Article 11. Completion, approval and defects liability term

1. In view of the items to be developed or produced by Stemmann on instruction, Stemmann shall be obliged to inform the Other Party that the work has been completed and the items are ready for use.
2. If the agreement concerns the carrying out of work, Stemmann shall be obliged to inform the Other Party that the agreed work has been completed and the result of the work is ready for use.
3. The work/items is/are deemed to have been completed in accordance with the agreement, when the result of the work/the items has been made available to the Other Party in a ready-to-use condition, the Other Party has inspected this result/the items, and if the completion statement or workslip has been signed by the Other Party.
4. The work/the items is/are also deemed to have been completed in accordance with the agreement when the Other Party, within a term of 1 week after notification that the work has been completed and the result of the work/the items is/are ready for use, has not complained with Stemmann or on such earlier date than the Other Party has already taken the result of the work into use- insofar as possible - before that day.
5. Work not yet performed or not yet completed by third parties engaged by or on behalf of the Other Party, which will affect the appropriate use of the result of the work/the items, shall not affect the completion of the work performed by Stemmann and work agreed with the Other Party.
6. If the Other Party wishes to have changes made to the items after completion thereof, it will be considered as additional work. Stemmann shall then be entitled to separately charge the costs arising from this and/or the hours spent on it to the Other Party.
7. Small defects that can be repaired in an easy manner during the defects liability period agreed between parties, shall not be a reason to withhold approval, provided that these defects do not hinder that the result of the work/the items is put into use. If parties have not agreed a specific defects liability period, a defects liability period of 14 days after completion/delivery shall apply. Stemmann is obliged to (have) repair(ed) defects, which come to light during the defects liability period and are at its own expense, as soon as possible.
8. If the Other Party still finds defects, imperfections and suchlike regarding the (result of the) work/the items after the completion or defects liability period referred to in this Article, the provisions of the Complaints Article referred to in these General Terms and Conditions shall apply.

Article 12: Complaints

1. The Other Party shall be obliged to check the items delivered immediately upon receipt and to state any visible deficiencies, defects, damages and/or discrepancies in quantity on the waybill or consignment note. In the absence of a waybill or consignment note, the Other Party shall be obliged to inform Stemmann in writing as to any deficiencies, defects, etc., within 24 hours of receiving the items.

2. Other complaints in view of the delivered items must be reported to Stemmann in writing immediately after discovery – yet ultimately within the agreed guarantee period. All consequences of not immediately reporting these are at the risk of the Other Party. If no explicit guarantee period has been agreed, a period of 1 year after delivery shall apply.
3. All complaints in view of the work carried out must also be reported in writing to Stemmann immediately after discovery – yet ultimately within 1 month after completion of the work. All consequences of not immediately reporting these are at the risk of the Other Party.
4. If a complaint has not been reported to Stemmann within the periods previously referred to, the items are deemed to be in a good condition and in accordance with the agreement, or the work carried out is deemed to have been carried out in accordance with the agreement.
5. Items ordered, not being the items produced on instruction, shall be delivered in the retail (packing) in stock with Stemmann. Small differences in view of specified measures, weights, numbers, colours and suchlike, acceptable within the industry, are not considered as failures on the part of Stemmann. In that case it is not possible to invoke the guarantee.
6. Complaints shall not suspend the Other Party's payment obligations.
7. The Other Party must give Stemmann the opportunity to investigate the complaint and provide all information to Stemmann that is relevant for the complaint. If it is essential to return the item for investigating the complaint or if it is essential that Stemmann will investigate the complaint on site, the costs involved in this shall be at the expense and risk of the Other Party, unless the complaint appears well-founded.
8. All returns shall take place in a manner stipulated by Stemmann and in the original packaging and wrapping.
9. No complaints shall be possible regarding discoloration or slight discrepancies in colours.
10. No complaints shall be possible regarding items, which following receipt by the Other Party have changed with respect to their nature and/or composition, have been completely or partly worked or processed.
11. No complaints may be filed regarding documents that have been changed after receipt by the Other Party or that were already explicitly approved by the Other Party.

Article 13: Guarantees

1. Stemmann shall ensure that the agreed deliveries or work will be carried out appropriately and in accordance with the standards applicable in its industry, but shall never issue further guarantee in respect of these deliveries or this work than explicitly agreed between parties.
2. Stemmann shall be responsible during the guarantee period for the usual quality and reliability of the items delivered.
3. When using the materials and/or components or items supplied in the context of the execution of the agreement, which are required for the execution of the agreement, Stemmann will base itself on the information that the manufacturer or supplier of these materials, components and/or items will provide about the characteristics of these materials, components and/or items. If a guarantee has been issued for the materials, components and/or items supplied by the manufacturer or supplier, the guarantee shall apply in the same manner between parties. Stemmann shall inform the Other Party about this.
4. Stemmann shall not guarantee and shall never be considered to have guaranteed that the items delivered shall be suitable for the purpose for which the Other Party wishes to work or process these or to use them or have them used unless it has expressly confirmed this to the Other Party in writing.
5. If the Other Party rightly invokes the guarantee provisions, Stemmann shall take care of the repair or replacement of the delivered item or the result of the work carried out free of charge, or carry out the work agreed in the right manner at a later date or refund or reduce the price agreed for the items or work. All this at the discretion of Stemmann. If there is any additional damage, the provisions set out in the Liability Article of these General Terms and Conditions shall apply.

Article 14: Liability

1. Stemmann shall accept no liability other than the guarantees explicitly agreed or given by Stemmann.
2. Without prejudice to that stated in paragraph 1 of this article, Stemmann shall only be liable for direct damage. Any liability of Stemmann for consequential damage such as trading losses, loss of earnings and/or losses sustained, damage caused by delay and/or personal or bodily injury shall be expressly excluded.
3. The Other Party shall be obliged to take all measures necessary to prevent or limit any damage.
4. If Stemmann is liable for the damage suffered by the Other Party, Stemmann's liability for compensation shall at all times be restricted to the maximum amount paid by the insurer where appropriate. If the insurer of Stemmann does not pay or if the damage is not covered by the insurance taken out by Stemmann, Stemmann's liability for compensation shall be limited to the invoice amount of the items supplied or work carried out at most.
5. The Other Party shall commence proceedings against Stemmann no later than six months after the point where it gained knowledge or should have gained knowledge of the damage it has sustained.
6. If Stemmann is to carry out its work or deliveries on the basis of documents provided by or on behalf of the Other Party, Stemmann shall only be liable for the correct carrying out of the work or the reliability of the items delivered.
7. Should the Other Party make materials and/or components available for further processing or assembly, Stemmann shall be liable for a correct processing or assembly, but in any case not for the reliability of the materials or components themselves.
8. The Other Party may make no claim under the guarantee nor may it hold Stemmann liable on other grounds if the damage occurred due to:
 - a. improper use or use contrary to the purpose for which the items delivered were intended or the directions, advice, operating instructions, etc. provided by or on behalf of Stemmann;
 - b. incompetent safekeeping (storage) or inexpert or incorrect installation or maintenance of the items delivered by or on behalf of the Other Party.
 - c. errors or imperfections in the data, documents, materials and/or components provided or prescribed to Stemmann by or on behalf of the Other Party
 - d. instructions or directions from or on behalf of the Other Party;
 - e. repairs or other work or processing being carried out on the items delivered by or on behalf of the Other Party without express, prior, written approval from Stemmann.
9. The Other Party shall, in the cases stated in paragraph 8 of this article be fully liable for all damage flowing from this and shall expressly indemnify Stemmann from all third party claims to compensate for this damage.
10. The limitations of the liability stated in this article shall not apply if the damage is due to intent and/or recklessness by Stemmann or its supervisory staff on a management level or if mandatory legal provisions oppose this. Only in these cases shall Stemmann indemnify the Other Party against any third party claims.

Article 15: Maintenance agreement

1. If a separate maintenance agreement has been concluded in respect of the maintenance during a specific period, the Other Party shall report to Stemmann the defects found – fully in accordance with the customary procedures of Stemmann. After receipt of the report Stemmann shall repair any defects to its best ability.
2. The maintenance agreement concluded between parties shall in any case contain:
 - a. the regular maintenance contribution and the payment term(s);

- b. the duration and the regulations regarding the giving notice of termination of the maintenance agreement;
 - c. a specification of the maintenance work;
 - d. a regulation regarding the call-out charges and transport costs;
 - e. the maintenance fees and prices used by Stemmann.
3. If the Other Party has concluded a maintenance agreement with Stemmann, Stemmann will carry out all necessary maintenance. The components used and/or replaced or implemented shall be charged to the Other Party on the basis of their current price level, unless parties have explicitly agreed otherwise in writing.
 4. Stemmann shall guarantee the correct carrying out of the maintenance work and the components used for that purpose during a period of 1 month, to be counted from the time that the items will again be at the disposal of the Other Party. The guarantee comprises the correct carrying out of the maintenance work not or not carried out appropriately at a later date. All this, unless parties have explicitly agreed otherwise in writing.
 5. The maintenance shall be carried out during the working hours applicable at Stemmann on Mondays to Fridays, with the exception of recognised public holidays, unless explicitly agreed otherwise in writing between parties.
 6. The Other Party may not transfer any rights and obligations under the maintenance agreement without the prior written permission from Stemmann.

Article 16: Payment

1. Stemmann is entitled to require (partial) prepayments or any other security for payment from the Other Party at all times. For assignments or orders with a net value of € 50,000.00 or more, 30% of the agreed price and/or fee must be paid at the moment of the agreement coming into force.
2. Payment should be made within 14 days after the date of the invoice unless the parties expressly agree otherwise in writing. The invoice shall be considered correct if the Other Party has not contested it within this payment deadline.
3. If an invoice has not been paid in full following expiry of the deadline stated in paragraph 2, the Other Party shall be liable to Stemmann for late payment interest of two per cent per month calculated cumulatively over the principal sum. Parts of a month shall be counted as full months.
4. Stemmann shall also be entitled to charge the Other Party for out-of-court collection costs if payment is still outstanding following dunning by Stemmann.
5. The out-of-court collection costs stated in paragraph 4 in case of demands with a principal sum of up to € 25,000.00 shall amount to:
 - a. fifteen per cent of the amount of the principal sum for the first € 2,500.00 of the demand (with a minimum of € 40.00);
 - b. ten per cent of the amount of the principal sum over the next € 2,500.00 of the demand;
 - c. five per cent of the amount of the principal sum over the next € 5,000.00 of the demand;
 - d. one per cent of the amount of the principal sum over the next € 15,000.00 of the demand;
6. If the principal sum exceeds € 25,000.00, Stemmann shall be entitled to charge the Other Party out-of-court collection costs over the first € 25,000.00 in accordance with paragraph 5 of this article and out-of-court collection costs of 10 per cent on the remainder.
7. For calculating the out-of-court collection costs, Stemmann shall after one year be entitled to increase the principal sum of the demand by the cumulatively built up late payment interest in that year according to paragraph 3 of that article.
8. If full payment by the Other Party is not forthcoming, the Other Party shall be entitled to dissolve the agreement by giving notice in writing without any further notice of default or judicial intervention or to suspend its obligations under the agreement until payment has been received or the Other Party has provided proper security for this. Stemmann shall also have the aforementioned right of suspension if

it has legitimate grounds to doubt the Other Party's creditworthiness even before the Other Party enters into default regarding payment.

9. Stemmman shall first apply the payments made by the Other Party to settle all the outstanding interest and costs and then against the longest outstanding payable invoices unless the Other Party expressly states at the time of payment that the payment relates to a later invoice.
10. The Other Party shall not be entitled to offset claims from Stemmman against any counterclaims that it may have against Stemmman. This shall also apply if the Other Party applies for (temporary) suspension of payment or is declared bankrupt.

Article 17: Reservation of ownership

1. Stemmman shall reserve ownership of all items delivered and to be delivered up until the point at which the other party has completely fulfilled all payment obligations towards Stemmman.
2. The payment obligations in paragraph 1 shall consist of the payment of the purchase price for the items delivered and to be delivered plus any demands relating to work carried out in connection with the delivery and demands due to culpable shortcoming by the Other Party in fulfilling its obligations including the payment of compensation, out-of-court collection costs, interests and any penalties.
3. If this refers to the delivery of identical, non-individualized items, the consignment of items relating to the oldest invoice shall be considered to have been sold first. Reservation of ownership shall therefore rest in any case on all items delivered, which at the time of claiming reservation of ownership were still in the Other Party's stocks and/or property.
4. The Other Party may sell on items subject to reservation of ownership in the context of normal business provided it has also stipulated reservation of ownership on the items delivered with respect to its customers.
5. As long as the items delivered are subject to reservation of ownership, the Other Party shall not be entitled to pledge these items in any way or to put them at the disposal of a financier.
6. The Other Party shall be obliged to inform Stemmman immediately in writing if any third parties assert reservation of ownership or other rights on the items subject to reservation of ownership.
7. The Other Party shall be obliged to carefully preserve the items subject to reservation of ownership and to ensure that they are identifiable as Stemmman's property until it has fulfilled all its payment obligations towards Stemmman.
8. The Other Party shall arrange for consequential loss insurance or fire and theft insurance, that the items delivered subject to reservation of ownership are covered at all times and to make the insurance policy and the respective premium payment receipts available for inspection by Stemmman on first demand.
9. If the Other Party contravenes the conditions of this article or if Stemmman claims reservation of ownership, Stemmman and its employees shall have the irrevocable right to enter the Other Party's premises and take back the items subject to reservation of ownership without prejudice to Stemmman's right to compensation due to damage, loss of earnings and interest and the right to dissolve the agreement giving written notice without further notice of default.

Article 18: Intellectual property rights

1. Stemmman is and shall remain the party entitled to all intellectual property rights which are vested in, arising from, connected with and/or belonging to the items, documents and suchlike delivered or produced by Stemmman in the context of the agreement.
2. The exercise of the rights referred to in paragraph 1 of this Article is, both during and at the end of the execution of the agreement, explicitly and exclusively reserved to Stemmman.
3. The Other Party is not entitled to use the documents delivered or produced by Stemmman outside the context of the agreement. The Other Party is not permitted to provide these documents to third parties,

to make them available for inspection or to multiply these documents without the prior written permission of Stemmann.

4. The Other Party guarantees that all information or documents that it will provide or already has provided to Stemmann shall not infringe the copyright or any other intellectual property right of any third party. The Other Party is liable for any damage that Stemmann suffers because of such infringements and shall indemnify Stemmann against any claims from third parties.

Article 19: Right of retention

1. Stemmann is entitled to suspend the return of the items of the Other Party, which it has in its possession for assembly, maintenance, repair or otherwise in the context of the execution of the agreement, if and during the period that:
 - a. the Other Party has not or not fully paid the costs of the work on the items;
 - b. the Other Party has not or not fully paid the costs of the work previously carried out on the items by Stemmann;
 - c. the Other Party has not or not fully paid other debts due and payable following the contractual relationship with Stemmann.
2. Stemmann is not liable for any damage – of whatever nature – arising from the right of retention it is exercising.

Article 20: Bankruptcy and loss of power to dispose of property, etc.

1. Without prejudice to that stated in the other articles of these General Terms and Conditions, Stemmann shall be entitled to dissolve the agreement by giving written notice without any further notice of default or judicial intervention at the point where the Other Party;
 - a. is declared bankrupt or files for bankruptcy;
 - b. applies for (temporary) suspension of payment;
 - c. is affected by enforceable seizure;
 - d. is placed under guardianship or judicial supervision;
 - e. otherwise loses the power to dispose of its property or loses legal capacity regarding all or part of its assets.
2. That stated in paragraph 1 of this article shall apply if the guardian or administrator recognizes the obligations flowing from the agreement as liabilities of the estate.
3. The Other Party shall be obliged at all times to inform the guardian or the administrator of the (content of the) agreement and these General Terms and Conditions.

Article 21: Force majeure

1. In the event of force majeure with respect to the Other Party or Stemmann, Stemmann shall be entitled to dissolve the agreement by giving written notice to the Other Party without judicial intervention or to suspend its obligations towards Stemmann for a reasonable period without being liable for any compensation.
2. Force majeure with respect to Stemmann in the context of these General Terms and Conditions shall include: a non-culpable shortcoming by Stemmann, third parties or suppliers engaged by it or other serious grounds on the part of Stemmann.
3. The following shall be considered as force majeure: war, revolt, mobilization, domestic and foreign riots, government measures, strikes within Stemmann's organization and/or that of the Other Party or the threat of this and similar circumstances, disturbances to the exchange rates prevailing at the time of entering into the agreement, business interruptions due to fire, break-in, sabotage, natural and

similar phenomena also due to weather conditions, blockades, accidents and similar transport difficulties and delivery problems.

4. If the force majeure occurs after part of the agreement has already been carried out, the Other Party shall be obliged to fulfil its obligations towards Stemmann up to that point.

Article 22: Cancellation and suspension

1. If the Other Party wishes to terminate the agreement prior to or during the execution thereof, it shall be due compensation to Stemmann to be further determined by Stemmann. This compensation shall comprise all costs already incurred by Stemmann and its damage suffered due to the termination, including lost profits. Stemmann is entitled to fix the aforesaid compensation and – at its discretion and dependent on the work already carried out or deliveries made – to charge 20 to 100% of the agreed price to the Other Party.
2. If the Other Party should cancel a planned appointment less than 24 hours beforehand or postpone it, Stemmann shall in any case be entitled to charge to the Other Party the time reserved for it on the basis of the agreed or customary hourly rate.
3. The Other Party shall be liable towards third parties for the consequences of the cancellation and shall indemnify Stemmann for claims from these third parties arising from this.
4. Stemmann shall be entitled to offset all amounts already paid by the Other Party against the amounts of compensation owed by the Other Party.
5. Should the execution of the agreement be suspended at the request of the Other Party, the compensation for all the work already carried out at that moment or costs incurred shall be immediately due and payable and Stemmann will be entitled to charge these to the Other Party. Furthermore, Stemmann is entitled to charge the costs to be made or already incurred as well as the hours already reserved prior to the suspension period to the Other Party.
6. If it is not possible to resume the carrying out of the agreement after the agreed suspension period, Stemmann shall be entitled to dissolve the agreement without judicial intervention by giving written notice to the Other Party. If the carrying out of the agreement is resumed following the agreed suspension period, the Other Party shall be obliged to reimburse Stemmann for any costs due to the resumption.

Article 23: Applicable law/jurisdiction

1. The agreement entered into between Stemmann and the Other Party shall be governed exclusively by Dutch law.
2. Any disputes shall be adjudicated by the competent court in the district where Stemmann has its registered office although Stemmann shall always be entitled to bring the dispute before the competent court in the district where the Other Party has its registered office.
3. If the Other Party has its registered office outside the Netherlands, Stemmann shall be entitled to act according to that stated in paragraph 2 of this article or at its discretion, to submit the dispute for adjudication by the competent court in the country or the State where the Other Party has its registered office.

Date: September 6, 2010