

GENERAL SALES AND DELIVERY TERMS AND CONDITIONS OF INDUSTRIAL BOLTING TECHNOLOGY AND SUPPLY GROUP B.V.

Article 1 Definitions

In these general sales and delivery terms and conditions the terms below are defined as follows:

- a. Supplier: the private limited company Industrial Bolting Technology and Supply Group B.V. and its subsidiaries Hycor Nederland B.V., Hycor Clamp B.V., Total Flange Care B.V. also trading under the name BoltSafe en Dutch Industrial Fasteners B.V. depending on who the user of these general sales and delivery terms and conditions is.
- b. Client: any natural person, legal entity or company with whom Supplier enters into an Agreement for the sale and delivery of goods and/or the provision of services or with whom Supplier negotiates on the formation of an Agreement.
- c. Offer: the offer and/or quotation made by Supplier to Client with regard to the sale and delivery of goods and/or the provision of services by Supplier.
- d. Order: any Offer accepted by Client (both orally and in writing).
- e. Agreement: any Agreement concluded between Supplier and Client with regard to the sale and delivery of goods and/or the provision of services (which shall also include: giving advice) by Supplier, any amendment or addition to it as well as all (legal) acts in preparation and performance of this Agreement.

Article 2 General

- 2.1 These general sales and delivery terms and conditions apply to and form part of all requests made by Client, the Offers made by Supplier, Orders by Client, order confirmations from Supplier and all Agreements concluded and to be concluded between Supplier and Client with regard to the sale and delivery of goods and/or the provision of services by Supplier.
- 2.2 These general sales and delivery terms and conditions set aside any general or specific terms and conditions or stipulations of Supplier, unless previously agreed otherwise expressly and in writing.
- 2.3 Derogations to these general sales and delivery terms and conditions, or derogating provisions, conditions and/or agreements are only valid if and insofar as they have been confirmed in writing and expressly by Supplier.
- 2.4 A Client to whom these general sales and delivery terms and conditions are deemed to apply is also deemed to have agreed to these general sales and delivery terms and conditions being applicable to later requests made by Client, Offers made by Supplier, Orders by Client, order confirmations from Supplier and all Agreements concluded and to be concluded between Supplier and Client with regard to the sale and delivery of goods and/or the provision of services by Supplier.
- 2.5 If in the opinion of the court having jurisdiction any provision of these general sales and delivery terms and conditions is not applicable or contrary to public order or the law, then only the provision in question shall be deemed unwritten, but these general sales and delivery terms and conditions shall in all other respects remain fully in force. Instead of any invalid provision, a provision shall apply which most closely represents the parties' intention.

Article 3 Offer and Order

- 3.1 All Offers made by Supplier, wherever published or however made, are always subject to confirmation and may always be revoked by Supplier even if they contain a term for acceptance.
- 3.2 All images, drawings, size and weight indications, calculations, notifications with regard to capacities, results and/or expected performance and such like provided by Supplier are not binding for Supplier and are only intended to give a general idea of the quality of the goods to be supplied and/or services to be provided by Supplier.
- 3.3 All Offers are made by Supplier to the best of its knowledge and with the greatest of care. Supplier does not guarantee that in this respect no deviations shall occur.
- 3.4 If Client provides Supplier with documents, data, drawings and such like with the request, Supplier may assume they are correct and shall base its offer on them.
- 3.5 If Client does not accept Supplier's Offer, Supplier is entitled to charge Client all costs which Supplier has incurred in order to make the Offer.

Article 4 Conclusion of an Agreement and cancellation

- 4.1 An Agreement is only concluded if Client has accepted the Order in writing or if Supplier has commenced performance of the Order.
- 4.2 Amendments, additions and/or extensions to the Agreement are only binding if they have been agreed in writing between parties or if the Agreement is performed by Supplier in accordance with the amendments, additions and/or extensions.
- 4.3 All (legal) acts and actions carried out in the scope of the conclusion, performance and amendment of an Agreement between Supplier and Client by an official or employee of Client are deemed to have been carried out in a duly authorised manner on behalf of Client and bind Client. Client cannot invoke vis a vis Supplier that in respect of these acts or action no authority was present to represent or bind Client.
- 4.4 Client may only cancel the Order if Supplier has agreed to this in writing. Client is required to compensate Supplier for all damage suffered as a result of the cancellation within one week of this cancellation. This damage is established at a minimum of 30% of the invoice amount, without prejudice to Supplier's right to compensation of the actual damages suffered as a result of Client's cancellation of the Order.
- 4.5 The right to cancel lapses if the agreed goods have been delivered by Supplier to Client or the agreed services have been provided by Supplier to Client.
- 4.6 Client indemnifies Supplier for all claims of any kind which third parties may be able to enforce against it with regard to any damage suffered or to be suffered as a result of the cancellation of the Order by Client.

Article 5 Prices

- 5.1 All prices of the goods to be delivered and/or services to be provided by Supplier, unless otherwise agreed in writing, are expressed in Euros and are based on delivery ex works in accordance with the Incoterms 2000. The prices are always exclusive of all direct and indirect taxes, import and excise duties, transport and shipping costs, insurance premiums and travel and accommodation expenses (in the event of installation and/or assembly work). Unless otherwise agreed in writing, above-mentioned direct and indirect taxes, import and excise duties, transport and shipping costs, insurance premiums and travel and accommodation expenses are at Client's expense and risk.
- 5.2 If the cost price of the goods to be delivered and/or services to be provided by Supplier increases for any reason during the duration of the Agreement, Supplier is entitled to increase the price accordingly without prior notification and to charge it onto Client, provided that known future price increases are stated with the order confirmation.
- 5.3 Supplier reserves the right to charge extra (labour) costs to Client if the delivery, installation and/or assembly work and/or other work takes place outside of regular working hours or if the delivery, installation and/or assembly work and/or other work has to be carried out under special circumstances.

Article 6 Extra work

- 6.1 If Client wants additions or amendments to the work to be carried out by Supplier pursuant to the agreement and Supplier is of the opinion that this increases or expands the work then there is a case of extra work.
- 6.2 If Supplier is of the opinion that there is a case of extra work, it shall inform Client thereof as soon as possible and inform Client with regard to the consequences for the price and time period within which Supplier shall be able to carry out the work pursuant to the Agreement and the extra work.
- 6.3 Supplier is never required to carry out extra work.
- 6.4 Supplier is entitled to charge extra work separately to Client, even if extra work was not agreed on between parties and parties previously agreed on a fixed price.
- 6.5 The absence of a written order for extra work from Client does not affect Supplier's right to charge that extra work to Client and Client's obligation to pay what is owed in that respect to Supplier.
- 6.6 Extra work shall be calculated based on the price-determining factors which apply for Supplier at the time that the extra work is carried out. Supplier shall charge the extra work carried out to Client at a time to be determined by it.

Article 7 Payment

- 7.1 Unless otherwise agreed in writing, all payments must be made in Euros.
- 7.2 Unless otherwise agreed in writing, all payments must be made within thirty days of invoice date. Failure to do shall mean that by law, Client (therefore without any warning or notification of default being required) is in default. In the event of default, Client shall owe default interest of 1.5% per month to Supplier over the invoice amount or the unpaid part of it, counting from the due date until the date of payment. Without prejudice to the right of Supplier to claim the actual damage, in that case Client is required to pay the extrajudicial costs related to the claim of Supplier. The extrajudicial costs are set at 15% of the owed amounts in principal.
- 7.3 If Supplier has brought the claim in legal proceedings, arbitration or a binding third party ruling, Client is required to pay Supplier the costs actually incurred for the proceedings. These include the costs of lawyers, procurators *litis* and representatives *ad litem* as well as the fees owed to arbiters or third parties charged with giving a binding ruling and court fees. The provisions in this article remain applicable even if aforesaid costs exceed any order to pay costs pursuant to article 237 *et seq* of the Code of Civil Procedure.
- 7.4 Failure to remit timely payment for any invoice means that all still outstanding invoices, even those invoices for which the payment term has not yet expired, are due on demand.
- 7.5 If Supplier has reasons to doubt the Client's ability to meet its financial obligations, Supplier is entitled at all times to request (partial) advance payment from Client and/or to request that Client furnishes security deemed sufficient by Supplier.
- 7.6 Supplier must be notified in writing of complaints with regard to invoices sent no later than the due date. Failure to do so shall mean Supplier is entitled to refuse to process said complaints.
- 7.7 Settlement or set-off by Client is never permitted.
- 7.8 With regard to payments and settlements, Supplier's records shall be binding at all times.

Article 8 Installation and assembly

- 8.1 Client must ensure that Supplier can carry out installation and/or assembly work without interference. In this respect Client must ensure at its expense and risk that Supplier has access to the provisions, materials and devices required for the performance of its work and pursuant to the Dutch Working Conditions Act and other rules.
- 8.2 If the provisions, materials, and devices do not meet the prevailing safety provisions, Supplier is entitled to suspend the performance of its work and/or not carry out the work. In that case Client is required to reimburse Supplier with all costs ensuing for Supplier (including in any case travel expenses, waiting hours and travel time) and damage.
- 8.3 Travel expenses which are incurred by Supplier in relation to installation and/or assembly work shall be charged to Client separately.
- 8.4 Supplier reserves the right to charge extra labour costs to Client in the event that installation and/or assembly work takes place outside of regular working hours or if the installation and/or assembly work and/or other work has to be carried out under special circumstances.

Article 9 Delivery and transfer of risk

- 9.1 Unless otherwise agreed in writing, the delivery of the goods takes place by Supplier ex works in accordance with Incoterms 2000.
- 9.2 Parties, irrespective of the provisions of paragraph 1 of this article, can agree that Supplier takes care of the transport of the goods, in which case Client is also liable for the risk of storage, loading, transport, unloading, installation and assembly of the goods by or in assignment of Supplier.
- 9.3 The delivery terms stated by Supplier (which also means the term within which the work must be completed) are indicative and can never be considered to be deadlines. In the event of non-timely delivery Supplier must be notified of default in writing within two working days by Client. In that case Client shall have to afford Supplier a reasonable period of time to meet its obligations. Client is not entitled to any compensation of any damages, direct or indirect and of any kind, as the result of the agreed or mentioned delivery term being exceeded by Supplier. In the event of exceeding the delivery term Client also has no right to dissolution or termination of the Agreement, unless the delivery term is exceeded such that Client can no longer reasonably be expected to allow the agreement to continue.
- 9.4 The delivery terms stated by Supplier commence from the day as stated in the order confirmation from Supplier, or on the day on which all required data or devices are in Supplier's possession. Without prejudice to the provision of the first sentence of this article, the delivery terms indicated by Supplier moreover only commence from the day on which Supplier has received the advance payment in the event that parties have agreed on an advance payment.
- 9.5 In the event that the goods to be delivered were not purchased within the delivery term or in the event that the agreed demand term is not observed by Client, Supplier is entitled to invoice the goods in question whereas the goods shall then be stored fully at Client's expense and risk.
- 9.6 Supplier reserves the right, after consultation with Client, to deliver in instalments and to invoice these partial deliveries separately.

Article 10 Inspections and complaints

- 10.1 Client is required to inspect the goods and/or the services provided immediately after delivery for any defects and/or damage. Client must report any defects and/or damage to Supplier immediately in writing. Failure to do so shall mean Supplier is entitled not to process complaints in that respect.
- 10.2 In any case Client cannot enforce any claims if the notification to Supplier is made more than seven days after the time when Client reasonably should have realised any defects and/or damage.
- 10.3 After establishing any defects and/or damage, Client is required to do or refrain from anything which is reasonably possible and necessary to prevent (further) damage. Client is further required to follow Supplier's instructions in this respect.
- 10.4 Client is required to afford all cooperation needed to Supplier for investigation of the complaint, *inter alia* by enabling Supplier to carry out an investigation into the circumstances of the use and processing of the goods. If Client does not afford its cooperation or investigation of the complaint is otherwise not or no longer possible, Client cannot enforce any rights.
- 10.5 The delivered goods may only be returned to Supplier after prior written consent from Supplier. In the event that the goods are returned, they must be in their original condition and in the original packaging. The costs of returning them are at Client's expense.
- 10.6 The presence of a defect and/or damage as meant in this article does not allow Client to suspend the payment obligations.

Article 11 Guarantees

- 11.1 Supplier guarantees for twelve months after delivery of the goods that these goods contain the properties required for their normal use. Unless otherwise agreed in writing, Supplier guarantees no further properties than those included in the descriptions and specifications it uses.
- 11.2 If Supplier delivers goods to Client which Supplier has acquired from its supplier, Supplier is never required to give a further guarantee to Client than that which Supplier can claim from its supplier.
- 11.3 In the event of repair work carried out by Supplier, Supplier guarantees three months after repair for the goods that these goods contain the properties required for their normal use.
- 11.4 If a complaint is deemed founded by Supplier then without being required to pay further compensation, Supplier, at its discretion, may choose to replace the goods in question and/or remedy the shortcoming in its provision of services, or to repair the goods in question properly or to issue a credit invoice for the goods delivered and/or services provided to no more than the amount of the invoice.
- 11.5 The guarantee does not apply or lapses if:
 - a. Client has not complied with the provisions in article 10 of these general sales and delivery terms and conditions;
 - b. Client has not strictly observed the instructions and provisions of Supplier with regard to how the goods delivered should be stored and used;
 - c. defects to the goods are the result of normal wear and tear, unskilled use or neglect on the side of Client or of inadequate and/or defective maintenance;
 - d. the defects are the result of improper materials or parts which were made available by or prescribed by Client;
 - e. Client or third parties, including suppliers engaged by Supplier on Client's instructions, carry out or have carried out work on the goods during the guarantee term without prior consent from Supplier.
 - f. Supplier, on Client's instructions, delivered goods which were not new at the time of delivery;
 - g. Client has not met all its obligations arising from the Agreement or related Agreements.

Article 12 Retention of title

- 12.1 As long as Client has not made full payment for the claims pursuant to all Agreements concluded with Supplier or pursuant to such an Agreement also on behalf of work carried out or to be carried out by Supplier, as well as for the claims due to failure by Client in the observance of these Agreements, the goods delivered and still to be delivered to Client by Supplier remain property of Supplier. Supplier is entitled to take back the goods which are still its property if Client fails to observe any obligation pursuant to the Agreements concluded with Client, without prejudice to Supplier's authority to demand dissolution or observance of the Agreement.
- 12.2 As long as retention of title rests on the goods delivered by Supplier, Client is not allowed to process, dispose of or rent out these goods or in any other way under any title to give them in use to third parties or establish any kind of security on them, unless this takes place in the scope of normal business activities.
- 12.3 If the goods delivered by Supplier are processed or in into other products in the scope of normal business activities, then a right of pledge shall be established on them for Supplier.
- 12.4 Client is required to separate the goods of Supplier as recognisable property of Supplier and to handle them with due care. Client shall insure the goods properly against contingencies and at first request allow Supplier to inspect the policies of this insurance. All claims by Client against the insurers pursuant to aforesaid insurances shall, as soon as Supplier indicates that it wishes this, be pledged to Supplier by Client as extra security for the claims which Supplier has against Client.
- 12.5 Client shall inform Supplier immediately if the goods are (partially) lost and/or damaged, as well as in the event that the goods are threatened with impending attachment or claims are otherwise made on them. Moreover at Supplier's first request Client shall notify Supplier where the goods which it owns are kept.
- 12.6 If the Agreement concluded between parties is dissolved at the request of one of the parties and there is still a retention of title on the goods of Supplier, Client is required to make these goods available to Supplier immediately. Client is not entitled to settle a claim on its side with these goods or pursuant to it to suspend its obligations to make them available.
- 12.7 In derogation of the provisions in article 19.1 the property law consequences of the retention of title are governed by the law of the country in whose territory the goods are at the time of delivery.
- 12.8 In the event that goods are intended for export, in derogation of paragraph 7 of this article, the property law consequences of this retention of title are governed by the law of the country of destination if that law with regard to the retention of title entails more favourable provisions for Supplier than the law applicable pursuant to paragraph 7 of this article.

Article 13 Force Majeure

- 13.1 Force majeure on the side of the Supplier shall mean any circumstances beyond the control of Supplier, meaning that the observance of its obligations towards Client are partially or fully impeded or where the observance of its obligations cannot be expected in reasonableness from Supplier irrespective of whether this circumstance could be foreseen when the Agreement was concluded. These circumstances include work strikes, delays in the transport of goods, contingencies at the Supplier, other company interruptions and measures by government bodies.
- 13.2 Supplier shall inform Client as soon as possible of an (imminent) force majeure situation.
- 13.3 If the force majeure situation lasts six months, both parties are entitled to dissolve the Agreement fully or partially in writing, such insofar as this force majeure situation justifies such. Even in the event of dissolution Supplier is not required to compensate Client.

- Article 14 Liability**
- 14.1 Except insofar as the liability and the damage are covered by Supplier's insurer, Supplier is not liable for any damage (including consequential damage, immaterial damage, loss of profits or environmental damage), direct or indirect and of any kind, irrespective of the manner in which it arose and the persons who caused it. In the event that the liability and the damage are covered by Supplier's insurer, Supplier is only required to reimburse the damage to a maximum of the amount of the payment made by its insurer.
- 14.2 Client indemnifies Supplier for all claims of any nature which third parties may be able to enforce against it with regard to any damage suffered or to be suffered which exceeds the liability which Client can enforce vis a vis Supplier, unless mandatory rules of law determine otherwise.
- 14.3 Within the scope of the liability limitation of the previous paragraphs, Supplier is only liable for damage as the result of work which is carried out by Supplier or in its assignment.
- Article 15 Suspension and termination**
- 15.1 Supplier is entitled, without prejudice to its right to damages, without notification of default and without legal intervention with immediate effect (a) to suspend the performance of the agreement and all related agreements and/or (b) to dissolve this Agreement and all related Agreements entirely or partially, if:
- Client fails to observe any obligation pursuant to this Agreement, or fails to do so on time or properly;
 - with regard to Client, bankruptcy or moratorium of payments is filed for or if Client is a natural person, debt adjustment is filed for;
 - Client's business is dissolved, liquidated or closed down;
 - attachment under a warrant for execution is levied on a substantial part of Client's assets;
 - Supplier has founded reasons to fear that Client is unable or shall not be able to meet its obligations arising from the Agreements concluded with Supplier and at Supplier's request Client is unable to furnish adequate security for the observance of its obligations;
- 15.2 All claims which Supplier has or may have in the cases as referred to in paragraph 1 of this article against Client shall be due immediately and in full.
- 15.3 Client is not entitled to invoke any suspension right or settlement vis a vis Supplier.
- 15.4 Client is not entitled to partially or fully terminate the Agreement if it had already defaulted on the observance of its obligations.
- Article 16 (Intellectual) Property and use of documents, packaging, trademarks and tradename**
- 16.1 Working methods, models, techniques, drawings, measurements, weight indications, ideas, proposals made by Supplier as well as devices, instruments, including software and tools which were used for the Order or opinions drawn up by and/or reports brought out by Supplier are and remain property of Supplier.
- 16.2 Unless otherwise agreed in writing, Client may not reproduce or copy or provide and/or make available to third parties for inspection the documents, devices, instruments and tools referred to in paragraph 1 of this article as well as opinions drawn up by and/or reports brought out by Supplier. Disclosure is only allowed after written consent from Supplier.
- 16.3 Only after written consent and on Supplier's instruction may Client use the tradenames, trademarks and packaging used by Supplier in trade.
- 16.4 Client is required to closely follow the instructions for Supplier's tradenames, brands and packaging.
- 16.5 All rights ensuing from intellectual and industrial property as well as copyright remain vested in Supplier.
- 16.6 Supplier is entitled to use photographs of services provided and product applications at Client's for publication on product sheets, references, presentations and such like.
- Article 17 Confidentiality**
- Parties (which also includes the companies with whom parties are bound in a group as well as the directors of parties) undertake reciprocally to observe strict confidentiality with regard to all facts and circumstances which parties may have become aware of in the scope of the Agreement or Agreements ensuing from it.
- Article 18 General provisions**
- 18.1 Client is not authorised to partially or fully transfer the rights and obligations pursuant to the Agreement or Agreements ensuing from it to third parties.
- 18.2 Should the circumstances which parties have assumed at the time of conclusion of the Agreement change such that observance of one or more provisions of these general sales and delivery terms and conditions can no longer be expected in reasonableness from one of the parties, then consultation shall take place about interim amendment to the agreement.
- Article 19 Applicable law and disputes**
- 19.1 Dutch law applies to all transactions to which these general sales and delivery terms and conditions apply, with the exclusion of the provisions of international treaties including the Vienna Sales Convention, insofar as it does not contain mandatory rules of law.
- 19.2 If Client is registered in an EU Member State or in an EFTA Member State disputes which may arise between parties shall exclusively be heard by the Court of Arnhem, without prejudice to Supplier's right to summon Client before the court having jurisdiction according to law or treaty. There is a dispute as soon as one of the parties informs the other in writing thereof.
- 19.3 If Client is registered in a state which has signed the Convention on the **Recognition and Enforcement of Foreign Arbitral Awards** (also referred to as the New York Convention) all disputes which may arise between parties shall be settled in accordance with the Arbitration Regulations of the International Chamber of Commerce (ICC) by three arbitrators appointed in accordance with these Arbitration Regulations. The place of arbitration shall be Nijmegen (the Netherlands) and the language Dutch. There is a dispute as soon as one of the parties informs the other in writing thereof.
- 19.4 If Client is not registered in an EU Member State or in an EFTA Member State and not registered in a state which has signed the Convention on the **Recognition and Enforcement of Foreign Arbitral Awards** (also referred to as the New York Convention) all disputes which may arise between parties shall exclusively be heard by the Court of Arnhem, without prejudice to Supplier's right to summon Client before the court having jurisdiction by law or treaty. There is a dispute as soon as one of the parties informs the other in writing thereof.
- 19.5 In the event of discrepancies between these general sales and delivery terms and conditions and translations of them, the Dutch text shall prevail.
- Article 20 Effect**
- These general sales and delivery terms and conditions shall take effect on 1 January 2009 and were filed with the Chamber of Commerce for Centraal Gelderland under number 09165243 on 31 December 2008.