

General Terms and Conditions of Delivery of ANTONIUS Vesselheads B.V. Filed with the Chamber of Commerce of Venlo on 30 August 2005 under number 13009101

Article 1 General

1. Where these General Terms and Conditions of Delivery are a part of offers for and agreements on the performance of deliveries and/or services by the Contractor, all provisions of these terms and conditions apply between the parties excepting where stipulated otherwise explicitly and in writing. Rights of the Client to the Client's own terms and conditions of purchasing, contracting, or any other terms and conditions is not accepted by the Contractor.

2. In these terms and conditions of delivery, the following term is defined as follows: - product: goods, as well as services, such as maintenance, consulting and inspection. These terms and conditions of delivery also use the following terms and definitions: - the Contractor: any party referring to these terms and conditions of delivery in its offer; - the Client: the party to which the aforementioned offer is directed; - service: the contracting of work.

Article 2 Offer

1. Any offer issued by the Contractor is non-obligational.

2. All offers are based on the performance of the contract by the Contractor under normal circumstances and during normal business hours.

Article 3 Contract

1. If the contract is concluded in writing, it becomes effective either on the date of signing of the contract by the Contractor or on the date that the Contractor sends the written order confirmation.

2. Extra work is considered as anything delivered and/or installed by the Contractor, in consultation with the Client, whether or not set out in writing, during the performance of the contract above and beyond the amounts explicitly set out in the contract or order confirmation, or any performance by the Contractor above and beyond the activities explicitly set out in the contract or order confirmation.

3. Verbal commitments by and arrangements made with subordinates of the Contractor are not binding on the Contractor excepting and insofar as confirmed by Contractor in writing.

Article 4 Price

1. The prices indicated by Client are exclusive of turnover tax and other governmental levies to which the sale and delivery are subject, and based on delivery ex factory, in accordance with the incoterms valid on the date of the offer, excepting insofar as stipulated otherwise in these terms and conditions. 'Factory' is defined as the business premises of the Contractor.

2. If after the date of conclusion of the contract, one or more of the cost-price factors is subject to change (even if such change takes place as a result of predictable factors), the Contractor is authorized to increase the agreed price accordingly.

3. The contract includes the Contractor's authority to separately invoice extra work performed by the Contractor as soon as the amounts to be invoiced for this extra work are known to the Contractor. For the calculation of extra work, the rules stated in paragraphs 1 and 2 of this article apply accordingly.

4. Unless otherwise agreed, cost estimates and plans will not be invoiced separately. If the Contractor must make new drawings, calculations, descriptions, models, tools or the like in the event of reorders, costs will be charged.

5. Packaging is not included in the price, and will be charged separately. Packaging will not be taken back.

6. Costs of loading and unloading and of transport of raw materials, semi-manufactured products, models, tools and other goods provided by the Client are not included in the price and will be charged separately. The costs paid in this regard by the Contractor are considered as an advance against the costs to be paid by the Client.

7. If the Contractor has accepted the installation of the product, the price includes the installation and commercial delivery of the product at the location specified in the offer, and including all costs, excepting costs not included in the price pursuant to the preceding paragraphs or costs referred to in Article 7. Costs incurred due to inclement weather will be charged on.

Article 5 Drawings, calculations, descriptions, models, tools, etc.

1. Information stated in catalogues, images, drawings, dimension and weight specifications and the like are only binding if and insofar as explicitly set out in a contract signed by the parties or an order confirmation signed by the Contractor.

2. The offer issued by the Contractor, as well as the drawings, calculations, software, descriptions, models, tools and the like provided by the Contractor, remain the property of the Contractor, regardless of whether costs were charged for any such materials. The client reserves exclusively all information encompassed in these materials or underlying the manufacturing and construction, methods, products and the like, even if costs have been charged for this information. The Client warrants that other than in the performance of the contract, this information will not be copied, notified to third parties, or used without the written permission of the Contractor.

Article 6 Delivery period

1. The delivery period commences from whichever of the following moments is latest:

a) the date of conclusion of the contract;

b) the date of receipt by the Contractor of the documents, data, permits, etc. required for the performance of the contract;

c) the date of the fulfillment of the formalities required for the commencement of the work; or week.

d) the date of receipt by the Contractor of the amount that, pursuant to the contract, must be paid in advance for the commencement of the work. If a delivery date or week is agreed, the delivery period is made up of the period between the date of conclusion of the contract and the delivery date or week.

2. The delivery term is based on the working conditions applicable at the time of concluding the contract and on the timely delivery of the materials ordered by the Contractor for the performance of the work. If delays beyond the control of the Contractor arise as a result of changes in these working conditions or because materials ordered for the performance of the work are not delivered in time, the delivery period will be extended insofar as necessary.

3. For the purposes of the delivery period, the product is deemed delivered when it is ready for approval (if approval at the Contractor's company is required) or (in all other cases) when, after the Client has been informed in writing thereof and without prejudice to the Contractor's obligation to fulfill any assembly/installation obligations.

4. Without prejudice to the other provisions in these terms and conditions in regard to the extension of the delivery period, the delivery period will be extended by the duration of the delay arising on the part of the Contractor as a result of the Client's failure to meet any obligation under the contract or to provide the cooperation required for the purposes of the performance of the Contract.

5. Excepting cases of gross negligence on the part of the Contractor, the delivery period will not be exceeded does not entitle the Client to full or partial dissolution of the contract. Exceeding the delivery period, for any reason whatsoever, does not entitle the Client to perform any work for the performance of the contract, or to have such work performed, without judicial authorization.

6. A contractual penalty set on the exceeding of the delivery period must be deemed to come in place of any Client entitlement to damages. Such a penalty is not incurred if the exceeding of the delivery period is the result of force majeure, or if no specific contractual penalty clause has been stipulated.

Article 7 Assembly/installation

1. The Client is responsible to the Contractor for the correct and timely performance of all constructions, measures and/or conditions required for the sale of the product to be assembled and/or the correct functioning of the product in the assembled state, excepting if and insofar as that performance is performed by or on behalf of the Contractor according to or due to information provided by and/or drawings produced by Contractor.

2. Without prejudice to the provisions of paragraph 1, the Client will ensure, at its own expense and risk, that:

a) as soon as the product is at the place it is to be installed, the Contractor's personnel may commence their activities and continue to perform them during normal business hours, and further, if deemed necessary by the Contractor, outside of normal business hours, so long as the Contractor notifies the Client thereof in advance;

b) there are suitable accommodations and/or all facilities required by governmental regulations, the contract custom available to the Contractor's personnel;

c) the access roads to the setup location are suitable for the transportation required;

d) the designated setup location is suitable for storage and assembly;

e) the requisite secure storage places for material, tools and other goods are present;

f) the required auxiliaries, support equipment, supplies and resources (including fuel, oil and lubricants, cleaning supplies and other housekeeping materials, gas, water, electricity, power, compressed air, heating, lighting, etc.), and the standard measurement and testing equipment for the Client's operations are available to the Contractor, in advance and at no cost, at the correct location;

g) all necessary safety and preventative measures are taken and will be maintained, and all measures to meet all applicable governmental regulations for the purposes of the assembly/installation have been taken and will be maintained;

h) upon commencement of and during the assembly, the shipped products will be present at the correct location.

3. Damages and costs arising from conditions in this article not being met or not being met in a timely manner will be borne by the Client.

4. Article 6 applies accordingly to the assembly/installation period.

Article 8 Approval and acceptance testing

1. The Client will approve the product no later than 14 days after delivery as referred to in Article 6, paragraph 3, or (if assembly/installation is agreed) within no more than 14 days after the assembly/installation. If this period expires without a written and detailed statement of well-founded complaints, the product is considered to be accepted.

2. If an acceptance test is agreed, then after receipt or assembly/installation, the Client will give the Contractor the opportunity to conduct the necessary tests, as well as make such improvements and modifications deemed necessary by the Contractor. The acceptance test will be held immediately after the request of the Contractor to that effect in the presence of the Client. If the acceptance test is conducted without a specified and well-founded complaint, or if the Client does not meet the obligations set out above, the product is considered to have been accepted, possible.

3. For the acceptance test and for any other tests, the Client will provide to the Contractor the required facilities, including those referred to in Article 7, paragraph 2, under (f), as well as adequate amounts of representative samples of any material to be processed/consumed, so that the circumstances of use of the product envisioned by the parties can be duplicated as closely as possible. If the Client does not meet this obligation, the last sentence of paragraph 2 applies.

4. In the event of minor failings, particularly those having little or no effect on the envisioned use of the product, the product will be deemed to be accepted despite these failings. The Contractor will nonetheless remedy such failings as quickly as possible.

5. Without prejudice to the Contractor's obligation to fulfill its guarantee obligations, acceptance in accordance with the preceding paragraphs excludes any claims by the Client in regard to any failing in the Contractor's performance.

Article 9 Transfer of risk and ownership

1. Immediately after the product is deemed delivered within the definition of Article 6, paragraph 3, the Client bears the risk for all direct and indirect damages that may be caused to or by this product, excepting insofar as ascribable to gross negligence on the part of the Contractor. If after being notified of default, the Client remains in default of the purchase of the product, the Contractor will be authorized to invoice the Client for the costs of storage of the product.

2. Without prejudice to the provisions of the preceding paragraph and of Article 6, paragraph 3, the ownership of the product transfers to the Client only when all amounts owed by the Client to the Contractor for deliveries or activities, including interest and costs, are paid in full to the Contractor.

3. As needed, the Contractor will be entitled to have unimpeded access to the product. The Client will grant the Contractor all cooperation in order to enable the Contractor to exercise the retention of title referred to in paragraph 2 by repossessing the product, including any disassembly required.

Article 10 Payment

1. Unless otherwise agreed, payment of the agreed price will be made in two instalments: one-third, no later than seven days after the conclusion of the contract; two-thirds no later than 14 days after delivery pursuant to Article 6, paragraph 2.

2. Payment for extra work will be effected as soon as invoiced to the Client.

3. All payments must be effected without any deduction or settlement, either at the Contractor's office or by transfer to an account designated by the Contractor.

4. If the Client does not pay within the agreed term, Client is considered to be in default by operation of law, and the Contractor is entitled, without any notification of default being required, to charge Client interest of 3 points above the average statutory interest rate primarily applicable in the Netherlands, and further all judicial and extra-judicial costs for the collection of its claim.

Article 11 Guarantee

1. Without prejudice to the restrictions set out below, the Contractor warrants both the soundness of the product it delivers as well as the quality of the material used and/or delivered in conjunction with the product, insofar as relating to failings in the product delivered not observable upon approval/acceptance testing, of which the Client demonstrates that they arose within six months after the delivery pursuant to Article 6, paragraph 3, exclusively or primarily by the Contractor, as a consequence of an error in the construction used by the client or as a result of faulty processing or the use of poor material.

2. Paragraph 1 applies accordingly to approval/acceptance testing upon hidden failures causing a defect or damage to the product or to assembly/installation by the Contractor. If the product is assembled/installed by the Contractor, the 6-month guarantee period referred to in paragraph 1 commences on the day that the assembly/installation by the Contractor is complete, with the proviso that in that case the guarantee period ends in any event once 12 months have passed after delivery in accordance with Article 6, paragraph 3.

3. Failings covered by the guarantee referred to in paragraphs 1 and 2 will be remedied by the Contractor either by repair or replacement of the faulty part, which may or may not be done at the Contractor's place of business, or the Contractor may send a replacement part to the Client; the choice of method is at the Contractor's discretion. All costs exceeding the sole obligation as described in the preceding sentence, including but not limited to transport costs, travel and accommodation costs and costs of disassembly and assembly, will be borne by the Client.

4. Under no circumstances does the guarantee cover failings that are fully or partially the result of:

a) the failure to observe operation and maintenance instructions, or use of the product in a manner other than the intended normal use;

b) normal wear-and-tear

c) assembly/installation or repair by third parties, including the Client;

d) the application of any governmental provision concerning the nature or quality of the materials used;

e) used materials/goods applied in the product in consultation with the Client;

f) materials or goods provided by the Client to the Contractor for incorporation into the product;

g) materials, goods, methods and constructions, insofar as used at the explicit instruction of the Client, as well as materials and goods provided for or on behalf of the Client;

h) parts obtained by the Contractor from third parties, insofar as the third party does not extend a guarantee to the Contractor.

5. If the Client does not meet any obligation under the contract concluded with the Contractor, or does not do so properly or in a timely manner, the Contractor is not held to any guarantee, of any title whatsoever, in regard to that contract. If the Client proceeds to disassemble, repair or perform other work on the product, whether by the Client itself or by third parties on the Client's behalf, without the prior written permission of the Contractor, all guarantee claims are voided.

6. Complaints on failings must be made in writing as quickly as possible after the discovery of the failing, but no later than 14 days after the expiry of the guarantee period. Exceeding this term voids all claims against the Contractor in regard to such failings. Claims at law not filed within 1 year after timely written complaint on the failing in question are null and void.

7. If the Contractor replaces parts as part of the fulfillment of its guarantee obligations, the replaced parts/products become the property of the Contractor.

8. Unless otherwise agreed, guarantees on any repair or revision work or other services performed by the Contractor are only on the soundness of the performance of the work charged, and such for a period of 12 months. The guarantee comprises the sole obligation of the Contractor to, in the event of unsound work, perform the work again insofar as unsound. In such cases, the second sentence of paragraph 3 applies accordingly.

9. No guarantee is given on the inspections and other similar activities performed by the Contractor.

10. Alleged non-fulfillment by the Contractor of its guarantee obligations does not discharge the Client from the obligations it bears under any contract concluded with the Contractor.

Article 12 Liability

1. Liability of the Contractor is limited to the fulfillment of the guarantee obligations described in Article 11 of these terms and conditions.

2. Excepting in the event of gross negligence on the part of the Contractor and excluding the provisions of paragraph 1, all liability on the part of the Contractor, such as for loss of profit, other indirect damages and damages resulting from liability to third parties, is excluded.

3. The Contractor is therefore also not liable for: - violation of patents, licenses or other rights of third parties as a result of the use of information provided by or on behalf of the Client; - damage or loss, due to any cause whatsoever, of raw materials, semi-manufactured products, models, tools and other property provided by the Client.

4. If the Contractor does provide any support and assistance (of any nature whatsoever) in the assembly of the product without being contractually charged with the assembly of the product, this support and assistance is at the Client's own risk.

5. The Client is obliged to indemnify/compensate the Contractor for all claims of third parties for the reimbursement of damages for which liability on the part of the Contractor in the relationship with the Client is excluded in these terms and conditions.

Article 13 Force majeure

In these General Terms and Conditions of Delivery, force majeure is defined as any circumstance outside the control of the Contractor (even if this could have been foreseen at the time of concluding the contract) that permanently or temporarily prevents fulfillment of the contract, as well as, insofar as not already included therein: war, threat of war, civil war, insurgency, strike, lockout, transport difficulties, fire and other severe disruptions in the business of the Contractor or its vendors.

Article 14 Suspension and dissolution

1. In the event of prevention of the performance of the contract as a result of force majeure, the Contractor is authorized, without judicial intervention, to either suspend performance of the contract for a period not exceeding 6 months, or to dissolve the contract in full or in part, without being obliged to compensate any damages. During the suspension, the Contractor is authorized to opt for either performance or full or partial dissolution of the contract. At the end of the suspension the Contractor is obliged to elect either performance or full or partial dissolution of the contract.

2. Both in the case of suspension and dissolution pursuant to paragraph 1, the Contractor is authorized to demand immediate payment for the raw materials, materials, parts and other goods reserved, taken into processing and manufactured by the Contractor for the purposes of the performance of the contract, this for the reasonable value of these items. In the event of dissolution pursuant to paragraph 1, after payment of the amount due pursuant to the preceding sentence, the Client is obliged to take the goods referred to in that sentence, failing which the Contractor is authorized to have these goods stored at the Client's expense or to sell them on the Client's behalf.

3. If the Client does not fulfill any obligation resting on it under the contract concluded with the Contractor or any related contract, or does not do so properly or in a timely manner, or if there are good grounds to fear that the Client is or will be unable to fulfill its contractual obligations towards the Contractor, as well as in the event of bankruptcy, suspension of payments, closure, liquidation or partial transfer (whether or not as collateral) of the Client's business, including the transfer of a significant portion of its claims, the Contractor is authorized to, without notice of default and without judicial intervention, either suspend the performance of each of these contracts for a period not exceeding 6 months or to dissolve these contracts in full or in part, without being obliged to compensate any damages or being held to any guarantee and without prejudice to the Contractor's further rights. During the suspension, the Contractor is authorized to opt for either performance or full or partial dissolution of the contract. At the end of the suspension the Contractor is obliged to elect either performance or full or partial dissolution of the suspended contract(s).

4. In the event of suspension pursuant to paragraph 3, the agreed price is immediately exigible, with deduction of the instalments already paid and of the costs saved by the Contractor as a result of the suspension, and the Contractor is authorized to have the raw materials, materials, parts and other goods reserved, taken into processing and manufactured by the Contractor for the purposes of the performance of the contract stored at the expense and risk of the Client. In the event of dissolution pursuant to paragraph 3, the agreed price is (if no prior suspension has taken place) immediately exigible, with deduction of the instalments already paid and of the costs saved by the Contractor as a result of the suspension, and the Client is obliged to pay the amount referred to above and to take the goods included therein, failing which the Contractor is authorized to have these goods stored at the expense and risk of the Client or to sell them on behalf of the Client.

5. The Client is not authorized to demand the dissolution of the contract with retroactive effect.

Article 15 Disputes

1. Barring the applicability of paragraph 2 of this article, and without prejudice to the option to request provisional measures in preliminary relief proceedings before the President of the competent District Court, all disputes that may arise as a result of a contract to which these terms and conditions of delivery apply in full or in part, or as a result of further agreements following from such a contract, will be adjudicated by an arbitration tribunal, to the exclusion of the normal court. This arbitration tribunal will be appointed in accordance with the articles of the *Siching Raad van Arbitrage voor Metaalnijverheid en -Handel* (Arbitration Board for the Metals Engineering and Trade Foundation), with its registered office in The Hague, and will arbitrate in observance of the articles of that Board.

2. Insofar as the disputes referred to in the preceding paragraph are, pursuant to the rules of Dutch civil procedural law, within the absolute competence of the subdistrict court, only the competent subdistrict court will be able to adjudicate the dispute.

Article 16 Applicable law

All contracts to which these conditions apply in whole or in part are subject to the law of the Netherlands as applicable to the Kingdom in Europe.