

General Terms & Conditions of Sale

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1. General

1.1 Any delivery of goods and services by FTHMM INTERNATIONAL B.V. ("FTHMM") as the seller to the customer ("Customer") shall be subject to the Terms and Conditions set forth herein to the extent no other agreements have been explicitly made. The Customer's general terms and conditions that are inconsistent with the Terms and Conditions set forth herein shall only be applicable to the extent FTHMM has explicitly approved in writing.

1.2 Any claims held against FTHMM may not be assigned to third parties.

1.3 The sale, resale and the disposal of goods and services including any associated technology or documentation may be governed by Dutch, EU, US export control regulations as well as by the export control regulations of further countries. Any resale of goods to embargoed countries or to denied persons or persons that use or may use the goods for military purposes, ABC weapons or nuclear technology is subject to an official license. Customer declares with his order the conformity with such statutes and regulations and that the goods will not directly or indirectly be delivered into countries that prohibit or restrict the import of such goods. Customer declares to have obtained all licenses required for export and import.

2. Information, Consultancy

Information and consultancy in relation to FTHMM' goods and services is provided as deemed appropriate from existing experience. Any values quoted as part thereof, especially performance data, represent average values which have been determined through experiments under standard laboratory conditions. FTHMM cannot assume any commitment for its products to precisely meet the quoted values and areas of application. Section 10 of these Terms and Conditions governs any issues of liability.

3. Prices

3.1 The prices quoted in the order confirmation of FTHMM shall solely apply. Additional services will be invoiced separately.

3.2 All prices are quoted as net prices and do not include value added tax, which is to be paid additionally by the Customer in the amount specified by applicable law.

3.3 Unless otherwise expressly agreed, the prices are quoted ex works of FTHMM using these Terms and Conditions. The Customer shall bear all additional freight costs, packing costs in excess of standard packing, public fees (including withholding taxes) and duties.

4. Orders and specifications

4.1 All orders accepted by FTHMM shall be subject exclusively to these Conditions and no others.

4.2 The Customer shall be responsible to FTHMM for ensuring the accuracy of the terms of any, order submitted by the Customer.

4.3 The quantity and description of the Goods required shall be those set out in FTHMM s order confirmation

4.4 No order which has been accepted by FTHMM may be cancelled by the Customer except with the agreement in writing of FTHMM.

5. Delivery

5.1 Unless otherwise expressly agreed, FTHMM shall deliver ex works (EXW INCOTERMS 2010) of FTHMM using these Terms and Conditions.

5.2 Delivery periods shall only be binding if expressly agreed in writing.

Delivery periods shall begin on the date of the order confirmation by FTHMM, however, in no case prior to settlement of all details relating to an order including the furnishing of any required official certificates. Delivery periods shall be deemed to be met on timely notification of readiness to ship if the goods cannot be dispatched in time through no fault of FTHMM

5.3 With respect to delivery periods and dates, which are not expressly defined as fixed in the order confirmation, the Customer may -two weeks after expiry of such a delivery period or date- set an adequate grace period for delivery. FTHMM may only be deemed to be in default after expiry of such a grace period.

5.4 Without prejudicing FTHMM rights from Customer's default, delivery periods and dates shall be deemed to be extended by the period of time during which the Customer fails to comply with his obligations towards FTHMM. In case FTHMM does not comply with its obligations FTHMM shall only be liable for all types of damages in accordance with section 10 of these Terms and Conditions.

5.5 FTHMM reserves the right to carry out a delivery using its own delivery organisation.

5.6 FTHMM may perform partial deliveries and render partial services if such action would not unreasonably affect the Customer.

5.7 The Customer may rescind the contract after two unsuccessful grace periods unless the hindrance is merely temporary in nature and a delay would not unreasonably affect the Customer.

5.8 Any contractual or statutory right of a Customer to rescind the contract, which the Customer fails to exercise within a reasonable period of time set by FTHMM, shall be forfeited.

6. Shipment, Passing of Risk

6.1. Unless otherwise expressly agreed, shipment shall always be carried out at the Customer's risk. The risk shall pass to the Customer as soon as the goods have been handed over to the person executing the shipment.

6.2 If a shipment is delayed for reasons to be attributed to the Customer, the risk of accidental deterioration, loss and destruction shall pass to the Customer on notification of FTHMM' readiness to ship. Required storage costs after passing of risk shall be borne by the Customer. This shall not affect any other claims.

6.3 If the Customer defaults in accepting, FTHMM shall be entitled to claim refund of any expenditure associated therewith and the risk of accidental deterioration, loss and destruction shall pass to the Customer.

7. Payment

7.1 Payment shall be made in full within 30 days from the date of the invoice. Payment shall be considered to have been made on the day the payable sum is received by FTHMM Bills of exchange and cheques shall not be deemed payment until after they have been honoured and will be

accepted without any obligation to make timely presentation and timely protest.

7.2 Immediately upon default of payment FTHMM shall be entitled to demand default interest of 8 (5 in case the Customer is a consumer) percentage points above the base lending rate p.a.. FTHMM reserves the right to claim a higher actual damage.

7.3 Customers may only withhold or offset due payments against their own counter-claims if these are uncontested or have been found to be legally binding.

7.4 Any of FTHMM' receivables shall be immediately payable in the event of a default in payment, a notice given in protest against a bill of exchange or suspension of the Customer's payments, independent of the term of the bills of exchange which may have already been accepted. In any of these aforementioned cases, FTHMM shall also be able to perform remaining deliveries only against advance payment or provision of security, and, if no such advance payment is made or security provided within a two-week time period, to cancel the contract without fixing another extension term. This shall not affect any further claims.

8. Retention of Title

8.1 Delivered goods shall fully remain property of FTHMM (goods sold subject to retention of title) until all receivables, on whatever legal grounds, have been fully paid up.

8.2 In case of processing, combining or mixing of goods subject to retention of title with goods of the Customer, FTHMM shall be entitled to co-ownership of the new property inasmuch as the invoiced value of goods sold with retention of title relates to the value of the other involved goods. Where FTHMM co-ownership becomes null and void due to processing, combining or mixing with other goods, the Customer immediately assigns to FTHMM those of his rights of ownership in the new property or compound matter which correspond to the amount of the value of goods subject to retention of title by FTHMM Customer shall also be responsible for holding such rights in safe custody on the behalf of FTHMM and at Customer's own expense. Any rights to co-ownership

created as a result of such processing, combining or mixing shall be subject to section 7.1 of these Terms and Conditions.

9. Software Rights

9.1 Software programs will fully remain the property of FTHMM. No program, documentation or subsequent upgrade thereof may be disclosed to any third party, without the prior written consent by FTHMM, nor may they be copied or otherwise duplicated, even for the Customer's internal needs apart from a single back-up copy for safety purposes.

9.2 The Customer is granted a non-exclusive, non-assignable right to use the software, including any related documentation and updates, for no other purpose than that of operating the product, for which such software is intended. For programs and documentation created and delivered at the Customer's request, FTHMM shall grant that Customer single end user licences for non-exclusive non-assignable exploitation.

9.3 Typically, no source programs are provided. This shall require a special written agreement in each particular case.

10. Warranty

10.1 The goods claimed to be defective shall be returned to FTHMM for examination in their original or equivalent packaging. FTHMM shall remedy defects if the warranty claim is valid and within the warranty period. It is at FTHMM' discretion whether FTHMM remedies the defect by repair or replacement. FTHMM shall only bear the costs necessary to remedy the defect.

10.2 FTHMM shall be entitled to refuse to remedy defects in accordance with FTHMM' statutory rights. FTHMM may refuse to remedy defects if the Customer has not complied with FTHMM' request to return the goods claimed to be defective.

10.3 The Customer shall be entitled to rescind the contract or reduce the contract price in accordance with his statutory rights, however, the Customer shall not be entitled to rescind the contract or to reduce the contract price, unless the Customer has previously given FTHMM twice a reasonable period to remedy the defect which FTHMM has failed to observe, unless setting of such a period to remedy defects is dispensable.

In the event of rescission, Customer shall be liable for any intentional or negligent actions that cause destruction or loss of the goods as well as for failure to derive benefits from the goods.

10.4 If FTHMM maliciously withholds disclosure of a defect or gives a quality warranty in accordance with section 444 of the German Civil Code (a representation by the seller that the goods will have certain qualities at the time the risk passes and acceptance by seller of strict liability in the event that they do not), the Customer's rights shall be governed exclusively by the statutory provisions.

10.5 Any rights of the Customer to receive damages or compensation shall be governed by the provisions in section 10 of these Terms and Conditions.

10.6 Specifications of FTHMM' goods, especially pictures, drawings, data about weight, measure and capacity contained in offers and brochures are to be considered as average data. Such specifications and data shall in no way constitute a quality warranty but merely a description or labelling of the goods.

10.7 Unless limits for variations have expressly been agreed in the order confirmation, such variations shall be admissible that are customary within the trade.

10.8 FTHMM shall not accept any liability for defects in the goods supplied if they are caused by normal wear and tear. The Customer shall have no rights against FTHMM in respect of defects in goods sold as lower-class or used goods.

10.9 Any warranty shall be void if operating or maintenance instructions are not observed, if changes are made to deliveries or services, if parts are replaced or materials used that are not in accordance with the original product specifications by FTHMM, unless the Customer can show that the defect in question resulted from another cause.

10.10 Provided that the Customer is a merchant, the Customer shall be obliged to notify defects to FTHMM in writing or via email.

10.11 The limitation period for claims for defects shall be 12 months (24 months in case the Customer is a consumer). This shall not apply to

Customer's claims for damages based on damages of body or health caused by a defect for which FTHMM is responsible or claims for damages based on intentional or grossly negligent conduct by FTHMM.

11. Limited Liability

11.1 In case of a breach of contractual obligations, defective deliveries or tortious acts, FTHMM shall only be obliged to compensate damages or expenses – subject to any other contractual or statutory conditions for liability – if FTHMM has acted intentionally or with gross negligence or in cases of minor negligence, if such negligence results in the breach of an essential contractual duty (a duty the breach of which puts the fulfilment of the purpose of the contract at risk). However, in case of minor negligence, FTHMM' liability shall be limited to typical damages which are foreseeable at the time of the conclusion of the contract.

11.2 The liability of FTHMM for losses caused by late delivery due to minor negligence shall be limited to 5% of the agreed purchase price.

11.4 The limitation period for claims against FTHMM – based on whatever legal ground – shall be 12 months (24 months in case Customer is a consumer) from the date of delivery to the Customer and in case of tortious claims, 12 months (24 months in case Customer is a consumer) from the date the Customer becomes aware or could have become aware of the grounds giving rise to a claim and the liable person, had the Customer not been grossly negligent. The provisions in this clause shall neither apply in cases of intentional or gross negligent breaches of duty nor shall they apply in cases referred to in section 10.3 of these Terms and Conditions.

11.5 If the Customer is an intermediary seller of the goods obtained from FTHMM and the final purchaser of the goods is a consumer, the limitation period for any action of recourse against FTHMM by the Customer shall be the period specified by statute.

11.6 The liability of FTHMM for software supplied by FTHMM shall be limited to liability for losses or alteration of data caused by the program; however, FTHMM shall not be liable for any losses or alteration of data

which could have been avoided by the Customer's compliance with its duty to secure such data at appropriate intervals and at least once per day.

12. Industrial Property Rights, Copyrights

12.1 In the event of claims against the Customer because of breach of an industrial property right or a copyright in using deliveries or services supplied by FTHMM in accordance with the contractually defined manner, FTHMM shall be responsible to obtain the right for the Customer to continue using such deliveries or services, provided that the Customer gives immediate written notice of such third-party claims and FTHMM's rights to take all appropriate defensive and out-of-court actions are reserved. If, despite such actions, it proves impossible to continue using the deliveries or services supplied by FTHMM under reasonable economic conditions, it shall be understood as agreed that FTHMM may, at the discretion of FTHMM, modify or replace the particular delivery or service for removal of a legal deficiency, or take back such delivery or service with refunding of the sales price previously paid to FTHMM less a certain deduction to account for the age of the delivery or service in question.

12.2 The Customer shall have no further claims alleging infringement of industrial property or copyrights provided FTHMM has neither violated essential contractual duties nor intentionally or grossly negligently breached contractual duties. FTHMM shall have no obligations in accordance with section 11.1 in case breaches of rights are caused by exploiting the deliveries or services supplied by FTHMM in any other manner than contractually defined or by operating these together with any other than FTHMM deliveries or services.

13. Disposal

13.1 Customer is obliged to closely observe the documents accompanying the goods and to ensure the correct disposal of the goods in accordance with the applicable law.

13.2 In case Customer is a merchant, Customer shall be obliged to dispose the goods at its own costs. Customer shall be obliged to transfer this obligation on the purchaser of the goods or parts thereof in case of a

resale of the goods. In case the Customer is a consumer the statutory provisions regarding disposal of waste shall apply.

14. Confidentiality

14.1 Unless otherwise expressly stipulated in writing, no information provided to FTHMM in connection with orders shall be regarded as confidential, unless their confidential nature is obvious.

14.2 FTHMM points out that personal data in relation to the contractual relationship may be stored by FTHMM and may be transferred to companies associated with FTHMM

15. Miscellaneous

15.1 Governing law shall be the law of The Netherlands with the exclusion of the international conflict of laws provisions thereof and with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG), provided that Customer is a merchant, a legal person under public law or a special fund under public law.

15.2 In the event of a dispute between FTHMM and Customer arising from or in connection with the Terms and Conditions or a legal relationship arising therefrom, it will first be attempted to reach an amicable settlement. If no amicable settlement can be reached, the dispute will be submitted to the court in Amsterdam, the Netherlands.

15.3 Should any of the clauses of these Terms and Conditions be wholly or partially invalid or void, the validity of the remaining clauses or parts thereof shall not be affected.