

**GENERAL TERMS AND CONDITIONS
OF SALE AND DELIVERY
OF GILSON INTERNATIONAL B.V.**

These general terms and conditions of sale and delivery (hereinafter: the "Conditions") have been filed at the Den Haag Chamber of Commerce Haaglanden under number 34154509.

1. General

- 1.1. All instruments, equipment and other products manufactured and delivered by Gilson International B.V. (hereinafter: "Gilson") are hereinafter referred to as: the "Products".
- 1.2. Each person and/or legal entity who requests Gilson to provide any service and/or to sell and deliver Products, and/or to license Software as defined in Article 9.1, or to issue an offer or prepare a tender thereto, irrespective of whether or not a sales, licence or service agreement is actually entered into, shall be regarded a "Customer" in these Conditions.
- 1.3. These Conditions are applicable to and form part of all tenders, offers and agreements between Gilson and the Customer with respect to the sales and delivery of Products, licensing of Software, and the performance of services by Gilson. The Customer can only appeal to deviating and/or supplementary conditions if, and insofar as, these have been explicitly accepted in writing by Gilson. Any general or other conditions of the Customer shall not apply.
- 1.4. Once the Customer has concluded an agreement governed by the present Conditions, all subsequent agreements entered into between Gilson and the Customer shall automatically be governed by these Conditions.

2. Offers and Orders

- 2.1. All offers of Gilson as well as all purchase orders from the Customer, both oral and in writing, are without obligations and not binding on Gilson as such.
- 2.2. All documents and data, including any designs, drawings, working and detail drawings, models, computer software, photographs, samples, designs, indicated measurements and quantities, patterns, colours, materials, price lists and/or other data provided in catalogues, folders, web pages and other documents are as accurate as is reasonably possible, but are not binding on Gilson. They may not be considered as exact representations of what Gilson offers.

3. Conclusion of agreement

- 3.1. The agreement between Gilson and the Customer will be concluded as soon as such agreement has been confirmed by Gilson in writing and will be exclusively in conformity with this confirmation. Any agreements deviating from these Conditions, which were reached earlier, but were not confirmed in writing, will be cancelled as soon as the agreement between the parties has been concluded.
- 3.2. Gilson is not in any way obliged to prepare for execution of any agreement until all details required as well as the agreed advance payment, if applicable, have been received.
- 3.3. Gilson reserves the right to change or improve the Software which is licensed to the Customer and/or the construction and specification of the Products. Other amendments to the agreement, except as a result of one of the circumstances as referred to in Article 4.2 of these Conditions, shall only be binding if approved by both parties.
- 3.4. The provisions of any agreement between Gilson and the Customer are only applicable to the relevant transaction and the Software and/or Products or services pertaining thereto.

4. Prices

- 4.1. If and insofar as the prices are based on Gilson's standard price lists, the applicable price list shall be the price list effective at the date of shipment. Amendments to price lists are announced to the Customer by Gilson as soon as possible.
- 4.2. The prices are based on the cost price effective as at the date the agreement is confirmed by Gilson. In the event that the cost price increases after the said date, for example due to exchange rate fluctuations, tax rates, wages, import and export duties, Gilson shall have the right to increase the prices agreed upon accordingly. If such increase is effected within three months from the date on which the agreement was concluded, the Customer shall have the right to rescind the agreement, provided the Customer compensates Gilson's for the costs it has incurred.
- 4.3. Unless otherwise agreed upon, all prices are C.I.P. (Carriage and Insurance Paid to), and are exclusive of VAT. Installation and/or mounting of the Products and/or Software as well as training, if applicable, is/are not included in the prices, and will be invoiced separately.

- 4.4. If the Customer places an order for Products and/or Software for a total amount of less than € 1000.-- (excluding VAT), a handling fee of € 38,50.-- will be charged. Both prices referred to in the previous sentence will be adjusted by Gilson from time to time, and the relevant prices will be indicated on Gilson's standard price list, effective as at the date the agreement is confirmed by Gilson, and/or on the tender or offer concerned.

5. Delivery and delivery time

- 5.1. Unless otherwise agreed in writing, deliveries shall be made C.I.P. and in accordance with the relevant provisions of the most recent version of the Incoterms.
- 5.2. The agreed delivery time shall not be final or of the essence. If and to the extent that the Customer fails to fulfil any of its obligations towards Gilson, Gilson will be entitled to postpone delivery. In any event, delivery time shall be extended by the amount of time during which performance of the agreement has been delayed or hindered in connection with circumstances for which Gilson cannot be held liable. If the agreed delivery time is not met, the Customer may demand that delivery be effected within a reasonable period, such period to be no less than sixty (60) days.
- 5.3. Exceeding the delivery time, due to whatever cause other than a cause attributable to Gilson, shall never entitle the Customer to compensation for direct or indirect damages, dissolution of the agreement or non-fulfilment or suspension of any obligation ensuing from the agreement. Part-deliveries are permitted. The Customer is obliged to accept in full the Products and/or Software delivered by Gilson at the moment Gilson delivers these Products and/or Software to the Customer.

6. Transfer of risk and ownership

- 6.1. All risks relating to the Products and/or Software shall transfer to the Customer at the moment of delivery.
- 6.2. Gilson shall retain title to the Products, and such title shall only be transferred to the Customer after Gilson has received full payment of all that the latter is entitled to claim from the Customer as payment for any Products delivered or services rendered pursuant to any agreement, as well as due to his being in default in observing any such agreement.

- 6.3. The Customer shall ensure that the Products to which title has been retained and/or on which a non-possessory right of pledge has been established on behalf of Gilson remain and/or are rendered identifiable, and separate such Products from each other and from the other Products stored by the Customer.
- 6.4. If and insofar as a right of non-possessory pledge rests on the Products delivered, or title to these Products has been retained by Gilson, the Customer shall not be permitted to alienate such Products otherwise than in his normal business operations, or to establish any restricted real right thereon.

7. Right of recovery

- 7.1. Claims of recovery in connection with the quantity of Products delivered, and/or with regard to visible defects in the Products, Software or services rendered, must be submitted in writing by the Customer immediately at the time of delivery or immediately after performing the agreed services. Failure to do so shall result in the Customer forfeiting its right to invoke the relevant claim against Gilson.
- 7.2. Claims of recovery with regard to non-visible defects must be submitted to Gilson in writing by the Customer within three (3) days of the date on which the defects were discovered or could reasonably have been discovered. Such claims must, in any event, always be submitted to Gilson in writing by the Customer within one (1) month of delivery or within one month after performance of the services. Failure to do so shall result in the Customer forfeiting its right to invoke the relevant claim against Gilson.
- 7.3. Claims of recovery shall never give the Customer the right to suspend any payment.
- 7.4. If and to the extent that Gilson finds that recovery claims relating to specific Products, Software or specific services are justified, and, in Gilson's opinion, the Customer has provided satisfactory evidence as to defects existing at the time of delivery or immediately after performance of the services, Gilson shall repair (in which event Gilson's materials and personnel will be included in the guarantee provided by Gilson as set out below in Article 13) or replace the Products or Software at no charge or repeat performance of the services, without being under any obligation to pay compensation. The costs of transportation of repaired or new Products or Software to the Customer will be for the account of Gilson. However, the guarantee set out below in Article 13 does not include any other costs such as, but not limited to, travel expenses of Gilson's personnel. Gilson is entitled to invoice these costs to the Customer, and these will be settled by the Customer at Gilson's first request.

- 7.5. Products or Software which are/is claimed to be defective can be returned to Gilson for inspection at the expense of the Customer. If any Product or Software which is claimed to be defective is returned to Gilson for inspection and, if applicable, servicing, the Customer will be obliged to pack the Product or Software properly, safely and with due care in such a way that, using the envisaged transportation means, the Product or Software reaches Gilson in good and in a safe condition. Gilson is entitled to immediately return any Product or Software which it receives for servicing which is not packed properly at the expense of the Customer, and in any such event, the Customer forfeits its right to invoke any claim regarding this Product or Software against Gilson.

8. Sale and delivery to third parties

- 8.1. The Customer must effect any sale, delivery or any other manner of placing Products that were originally delivered to the Customer by Gilson at the disposal of any third parties in the original, undamaged composition and packaging of the Products per unit as originating from Gilson, without the Customer having made any modifications to the composition and packaging or causing such modifications to be made.
- 8.2. The Customer shall be obliged to impose the provisions in this article on his own customers, by way of a similar clause. If and to the extent that the Customer does not impose the provisions of this article on his customers, or if his customers do not observe the provisions imposed on them, the Customer shall be liable for all damages suffered by Gilson as a consequence thereof.

9. Software

- 9.1. For the purpose of these Conditions, "Software" shall mean: all software either owned by Gilson or by any Gilson affiliate or licensed to Gilson or to any Gilson affiliate, or any portions or copies thereof, irrespective of the medium the Software is contained in, and documentation. If Gilson grants the Customer a licence for its Software, this article will specifically apply to such licence, without prejudice to any other Condition.
- 9.2. Gilson is and remains at all times the owner of the Software and of all intellectual property or proprietary rights pertaining to the Software. The Customer will not obtain any rights in the Software by virtue of purchase of any Product or otherwise.
- 9.3. Gilson grants the Customer a limited, non-exclusive, non-transferable (sub-)licence to use the Software, or any portions thereof in accordance with these Conditions only. Without prejudice to other Conditions or provisions of this article, the licence is limited to use by the Customer only.

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- 9.4. The Customer may not copy or otherwise reproduce any part of the Software, nor grant sublicences, distribute copies of the Software, modify, translate, reverse engineer, de-compile or disassemble the Software, except to the extent expressly permitted by applicable law.
- 9.5. The licence to use the Software is granted for an indefinite period of time, and may be terminated by either party observing a three (3) months' notice period, without prejudice to Article 16.
- 9.6. Upon termination by either party, the Customer shall either return the Software and all copies of the Software at its own expense and risk to Gilson, or with Gilson's prior written consent, destroy the Software and all copies of the Software.
- 9.7. The Software contains confidential information ("Confidential Information") of Gilson and/or any Gilson affiliate and/or any licensor which has granted a licence to Gilson in connection with the Software. Except as provided by Article 9.9 below, the Customer shall at all times during the term of the license:
- (a) use its best endeavours to keep all Confidential Information confidential, and, accordingly, shall not disclose any Confidential Information to any other person, except as expressly permitted by these Conditions; and
 - (b) not use any Confidential Information for any purpose other than use of the Software as permitted by virtue of these Conditions.
- 9.8. The obligation of confidentiality as set out in Article 9.7 continues for an indefinite period of time after termination of the licence.
- 9.9. Confidential Information may be disclosed by the Customer to:
- (a) any persons or entities as Gilson may authorise in writing, on such conditions as Gilson deems appropriate, and provided such person or entity has executed a written non-disclosure agreement incorporating substantially the terms set forth in this Article; and
 - (b) any governmental or regulatory agency, where such disclosure is required by law, rule or regulation, or where such disclosure is required by an order of a court or tribunal of proper jurisdiction, provided that the Customer gives notice of the requirement of such disclosure to Gilson, and Gilson is permitted to take such steps as it deems necessary or appropriate to obtain a protective order or similar protection limiting further disclosure of the Confidential Information.

- 9.10. In the event of a breach of the stipulations of this article, the Customer will pay to Gilson a penalty of EUR 100.000,- per breach and of EUR 10.000,- for every day a breach continues, without prejudice to Gilson's right to claim full compensation for the actual damages it suffered in consequences of any such breach.

10. Force majeure

- 10.1. An event of force majeure shall exist if the performance of the agreement is impeded totally or partially, permanently or temporarily, as a result of circumstances over which the parties have no control and/or as a result of circumstances which occur on Gilson's side, such as strikes, lock outs, picketing, insurrection, civil disturbance, transport difficulties and other transport interruptions, accidents, fire, interruption in production, import or export restrictions, above-average levels of sickness, delays or failures in deliveries from Gilson's suppliers.
- 10.2. If an event of force majeure occurs, the obligations incumbent on the parties shall be postponed. Should the event of force majeure last longer than six months, either party may unilaterally dissolve that part of the agreement which has not been performed, by means of written notification to that effect, without either party being obliged to compensate the other in this respect.

11. Payment

- 11.1. Payment must be effected on the date agreed upon, and/or if no such date has been agreed upon, within fourteen days from the date of invoice.
- 11.2. If the Customer fails to pay any amount in accordance with the agreed payment terms, the Customer shall be deemed to be in immediate default by operation of law, without any need for further notification of default. In such an event, all Gilson's claims against the Customer, irrespective of their nature, shall become immediately due and payable, and Gilson shall also be entitled to claim payment of legal interest with immediate effect.
- 11.3. Each payment made by the Customer shall first be applied against any interest or cost due and then, once these have been settled in full, against the oldest unpaid invoice.
- 11.4. The Customer shall not be permitted to set off any of its debt against any disputed or undisputed debt owed by Gilson to the Customer, or to suspend payment of a debt owed by Gilson in connection with any disputed or undisputed debt to the Customer, unless explicitly agreed in writing.

- 11.5. Gilson has the right at all times to demand payment, in advance, down payment(s), cash payment or payment by way of a letter of credit for the Products and/or the Software to be delivered or the services to be rendered and/or any other security for the payment thereof. The Customer shall be obliged to comply with such demand.
- 11.6. All expenses related to extrajudicial and judicial collection of any claim against the Customer shall be for the account of the Customer. Such expenses are estimated to amount to at least 15% of the sum to be collected, but never less than € 1500.--.
- 11.7. Gilson shall also be entitled to rescind any other agreement with the Customer in whole or in part or to suspend delivery until full payment of any outstanding and due invoice is received by Gilson. Gilson shall be entitled to full compensation of damages in the event that the Customer fails to meet any of its obligations on time and/or in full or in part pursuant to the agreement.

12. Retention of title

- 12.1. Without prejudice to the transfer of risk pursuant to Article 6, Gilson shall retain title to all Products delivered to the Customer until all amounts due in connection with any agreement have been paid in full, such amounts to include all amounts to which Gilson is entitled in connection with the performance of services, and all amounts including interest and costs to which Gilson is entitled concerning any default by the Customer to comply on time or properly with any agreement.
- 12.2. For the duration that the Products delivered remain the property of Gilson or, if applicable, if and insofar as a right of non-possessory pledge rests on the Products delivered, the Customer shall apply due care including adequate insurance of the Products, against damages including, but not limited to, damages caused by fire, explosion and flooding by water, as well as against theft and other calamities.
- 12.3. During the retention of title, the Customer shall not be entitled to pledge the Products or encumber the Products with any right in favour of any third party. Notwithstanding the retention of title as described in this article, the Customer shall have the right to sell the Product in his ordinary course of business. The Customer shall agree a retention of title clause with his customers that is substantially similar to the arrangement in this article. The right to sell Products which are still subject to the retention of title, shall lapse automatically if any attachment is made against the Customer, moratorium of payment is granted to the Customer, the bankruptcy of the Customer has been applied for or the Customer makes a settlement with his creditors.

- 12.4. If the Customer fails to observe in full its payment obligations to Gilson, or if there are good reasons for Gilson to believe that the Customer will not fulfil these obligations in relation to the Products supplied but not paid for, or in the event that third parties claim rights in connection to such Products, Gilson shall be entitled to have such Products collected, and shall recover possession thereof on either a temporary or a definite basis. The Customer shall authorise Gilson to gain access to the site and/or building where the Products are located in order to recover possession thereof.
- 12.5. The costs related to the recovery of possession, including costs of transport and storage, shall be at the expense of the Customer.

13. Guarantee and liability

- 13.1. Gilson warrants that the Products manufactured, sold and delivered by it and the Software licensed by it are free from defects in respect of materials and workmanship for a period of twelve months from the date of delivery provided the Products or Software are installed and/or mounted under normal conditions, used and maintained in accordance with the operating instructions which accompany the Products or Software. Expendable items and physical damage caused by improper handling or damage caused by spillage or exposure to any corrosive environment are excluded from this guarantee. However, there shall be no guarantee applicable in the event that the Product or Software is altered or modified other than by or at the direction of Gilson's personnel. Any defect covered by this guarantee shall be corrected by replacing or repairing, at Gilson's option, Products or parts of Products or Software determined by Gilson to be defective.
- 13.2. The foregoing guarantee is exclusive, and all other guarantees, whether express or implied, including any guarantees of merchantability, and any guarantees of fitness for purpose, but without limitation thereto, are excluded.
- 13.3. Gilson will investigate whether the claim made by the Customer is justified, and whether the Customer is entitled to claim under the guarantee. Products or Software in respect of which a claim was legitimately submitted according to Gilson, must in any event be returned to Gilson at Gilson's first request.
- 13.4. Gilson shall not be liable under any circumstances for any consequential damage or any indirect or incidental damage arising out of any breach of any express or implied guarantee or otherwise, except where and to the extent that the damage is the result of an intentional act (opzet) or gross negligence (grove schuld) on Gilson's part.

- 13.5. The Customer shall indemnify Gilson against all third party claims for compensation for damages incurred by the said third parties as a result of using the Products and/or Software. Each and every claim against Gilson shall lapse one year after the date on which the relevant claim arose.
- 13.6. The Customer shall indemnify Gilson against, and hold Gilson free and harmless from liability for damage, as described in Article 6: 190 of the Dutch Civil Code, as a result of claims of consumers on the grounds of defects in the Products or Software supplied by Gilson to the Customer and subsequently (either by themselves or as a part of other products) bought by such consumers.
- 13.7. In connection with the above-mentioned liability, the Customer shall maintain sufficient insurance against damages, as described in Articles 13.6 above and 14.2 below.
- 13.8. All the remedies which may derive from the agreement concluded with the Customer and which Gilson may use to reject liability, may also be invoked against the Customer by Gilson's employees and any such third parties as Gilson may employ as if these employees and/or third parties were themselves party to the agreement.
- 13.9. In the event that Gilson is liable for any damage, for whatever reason, Gilson shall at its discretion pay compensation or make another delivery or repeat performance. The compensation shall in no event exceed the invoiced value of the Products delivered, Software licensed and/or services rendered and to which the damage caused was due, or, if the damage is covered by an insurance policy taken out by Gilson, the amount actually paid by the insurance company in respect of the damage.

14. Indemnification

- 14.1. Non-observance of any one or more of the provisions of these Conditions from which Gilson sustains damage, shall oblige the Customer to pay compensation for all damages thereby caused to Gilson, including damage resulting from Gilson's name and reputation being tarnished. The Customer shall indemnify Gilson against all claims from third parties for compensation for any damage suffered by such third parties caused by or otherwise related to non-observance by the Customer of the provisions contained in these Conditions.
- 14.2. Gilson may impose the obligation on the Customer to take Products which the Customer has brought onto the market and which are defective or in which a defect has been discovered, off the market, as well as to stop the use of Software which is defective or in which a defect has been discovered, within a reasonable period of time, to be determined by Gilson (recall action). All expenses involved therein and/or all damages ensuing therefrom, are for the account of the

Customer, unless Gilson can be blamed for the defect in the Product and/or the Software.

15. Intellectual and industrial property rights

- 15.1. All intellectual and industrial property rights pertaining to the Products manufactured, sold and delivered or Software licensed by Gilson to the Customer are retained by Gilson and such third party proprietors who have granted a right to use their intellectual or industrial property rights to Gilson. Delivery of Gilson's Products or Software to the Customer shall not be construed as an express or implied licence to use, copy, publicise, in any way, exploit or disclose any part thereof to third parties, unless prior written consent is obtained from Gilson or unless otherwise stipulated in these Conditions.
- 15.2. The Customer shall indemnify Gilson against all third party claims based on intellectual and/or industrial property rights in information, designs or other goods which are liable to protection under any intellectual and/or industrial property rights and which the Customer supplied to Gilson for Gilson's use.
- 15.3. All samples made available by Gilson to the Customer and all such other materials made available by Gilson to the Customer as may be subject to any intellectual or industrial property right or equivalent right, as well as the intellectual and industrial property rights pertaining thereto, shall remain Gilson's property, and must be retained on behalf of Gilson at Gilson's first request.
- 15.4. If a third party, being a legal successor to the Customer and/or one of the said third party's legal successors, infringes any of Gilson's intellectual or industrial property rights, the Customer shall be liable towards Gilson for any damages which Gilson may or shall suffer as a result, without prejudice to Gilson's right against the infringing party.

16. Suspension and dissolution

- 16.1. In the event that and as soon as the Customer does not promptly or does not properly fulfil any one or more of his obligations, is declared bankrupt, applies for a moratorium of payment, proceeds to liquidate its company, its company ceases to operate otherwise, an attachment is made to part or all of its assets, offers a settlement to its creditors or otherwise proves to be insolvent, Gilson shall have the right to at its discretion: a) suspend Gilson's (further) performance of all agreements concluded with the Customer until the latter has fulfilled its obligations; b) dissolve the agreement or the unfulfilled part thereof, without thereby incurring any liability to the Customer for damages and without prejudice to the unrestricted right of Gilson to claim full compensation for damages.

17. Conversion and interpretation

- 17.1. Nullity or invalidity of one or more clauses of these Conditions shall not prejudice the validity of the other clauses, and the nullified or invalid clause shall be deemed replaced by a clause which is valid and enforceable and the bearing of which shall be closest to the original bearing of such clause.
- 17.2. These Conditions are published in English and in several other languages. In the event that there are differences in text and/or interpretation between the said languages, the English version shall at all times be decisive and binding.

18. Disputes and applicable law

- 18.1. Dutch law is applicable to these Conditions, the interpretation thereof, as well as to all offers, tenders and agreements of Gilson. The applicability of the United Nations Convention 1980 in Respect of International Purchase Transactions Regarding Moveable Property is explicitly excluded.
- 18.2. All disputes arising from any agreement or relating to any agreement, Product, Software or service supplied and rendered by Gilson and/or pertaining to these Conditions are subject to the exclusive jurisdiction of the competent Court in Amsterdam, The Netherlands.

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