

GENERAL TERMS AND CONDITIONS OF SALE

ALFEN

I GENERAL SECTION

1. General - scope

- 1.1 These general terms and conditions of sale (General Terms) will apply to all offers made by Alfen B.V., Alfen ICU B.V. and any of its affiliates (Alfen), sales agreements entered into by Alfen, all deliveries of goods and provision of services and all related activities of Alfen. With placement of the order or at the latest upon receipt of the goods, services and all related activities the contracting partner (Customer) acknowledges the applicability of these General Terms.
- 1.2 These General Terms shall apply for the entire duration of the business relationship, i.e. for subsequent transactions as well. These General Terms need only be provided once.
- 1.3 Delivery is made and services are carried out by Alfen only on the basis of the following General Terms, if the parties do not agree otherwise in writing. Any and all terms and conditions – including those of the Customer – if not explicitly accepted by Alfen in writing, are not binding upon Alfen, even if Alfen does not expressly reject them.
- 1.4 In the event any provision of the General Terms shall be held to be entirely or partly invalid, the validity of the remaining provisions of the General Terms and the General Terms as such shall remain unaltered in force.
- 1.5 Deviations from these General Terms shall be permitted only if and in so far as Alfen has expressly accepted any such deviation in writing, only in respect of the mere request or agreement for which the relevant deviations have been agreed.

2. Contracts, Offers

- 2.1 All quotations issued by Alfen are not binding upon Alfen. All quotations issued by Alfen are revocable and subject to change effective immediately without notice.
- 2.2 A contract becomes effective upon written confirmation of an order by Alfen or when otherwise expressly confirmed in writing.
- 2.3 No variation or purported variation of a term of the General Terms or any contract shall bind Alfen unless explicitly agreed in writing by Alfen.
- 2.4 For the purpose of these General Terms the term “in writing” includes also all communication between the parties by means of email or telefax.
- 2.5 Delivery by Alfen and/or a final invoice are also deemed valid as order confirmation.
- 2.6 Illustrations, drawings, specifications of dimensions and weight, which form the basis of the offer or order confirmation, shall as a rule only be seen as approximate values, insofar as they are not exclusively designated to be binding.
- 2.7 Alfen shall be and remain the owner of all documents, supplied models, samples or examples relating to offers or a contract, and cannot be supplied to or made available to third parties for inspection, multiplied or imitated in any way without the written approval of Alfen. Upon request of Alfen such documents, supplied models, samples or examples shall be returned to Alfen, carriage paid, in sound condition within fourteen days.

3. Dispatch and Packaging

- 3.1 Unless agreed otherwise, prices and deliveries are ex warehouse or ex works and exclusive of any dispatch costs or costs of shipment. The term Ex Works has the meaning set forth in the INCOTERMS published by the International Chamber of Commerce at Paris, France at the time of Alfen's Confirmation. In case Alfen assists in any way with the loading of the goods the Customer will compensate any related costs to Alfen and relieve Alfen from any responsibility or liability.
- 3.2 Shipping costs and insurance costs shall be borne by the Customer, even if it is agreed that Alfen shall take care of the transport. The transport shall take place at the Customer's risk, even if the carrier has explicitly stipulated that all shipping documents must state that any and all damage resulting from the transport shall be at the expense and risk of the sender.
- 3.3 Insurance will be taken out by Alfen after Alfen's written agreement, only if this is the Customer's express wish.

4. Delivery Period, Acceptance and Force Majeure

- 4.1 Unless the parties agree otherwise, the period of delivery begins at the latest of the following moments:
 - a) date of the order confirmation.
 - b) date of fulfillment of all technical, commercial and financial requirements on the part of the Customer.
 - c) the date on which Alfen receives the down payment for the goods and/or a letter of credit to its benefit is opened.
- 4.2 Delivery dates given in offers or order confirmations and/or other written correspondence are estimated delivery dates only and nonbinding unless otherwise confirmed by Alfen in writing.
- 4.3 Partial deliveries are allowed.
- 4.4 Delivery times and dates quoted by Alfen are guidelines and shall never be of the essence for Alfen. Alfen shall not be liable for any damage(s) which may result from non-adherence to times of delivery.
- 4.5 As of the moment of delivery by Alfen the Customer shall carry the full risk of the goods.
- 4.6 Alfen may assign its obligations under the Agreement to third parties, or have them performed by third parties.
- 4.7 In the event that Alfen or one of its suppliers is hindered by reason of a force majeure situation, Alfen is entitled to extend the delivery date by an appropriate period. The same shall apply in the event of government intervention, shortages of energy or raw materials, delays in delivery of components supplied by suppliers and or on behalf of the Customer, strikes, lockouts, lack of means of transportation and other unforeseen supply problems, insofar as they are beyond the control of Alfen. Alfen shall inform the Customer without delay and ensure that any inconvenience for the Customer is kept to a minimum. In the event that the force majeure situation continues to exist for more than three months or as soon as it becomes evident that it shall continue to exist for more than three months Alfen shall have the right to dissolve the agreement, in whole or in part, insofar as it has not been carried out, and to claim payment for the parts carried out, without any obligation to pay damages to Customer.

5. Prices and Conditions of Payment

- 5.1 Prices are ex-works inclusive packaging and exclusive other shipping and transport expenses if not otherwise agreed in writing. All prices are net and unless expressly agreed otherwise in Euro's, exclusive of VAT and/or any other charges.
- 5.2 Pallets and transport packaging shall be invoiced separately.
- 5.3 Payments have to be made according to the agreed payment conditions without setoff or any other form of settlement. Unless otherwise agreed, payment has to be made without deductions to the designated bank account within 30 days after the date of invoice. Deduction of discounts require a special written agreement. Payments are deemed to have been made at the time at which it is received on Alfen's bank account. If Customer fails to pay an amount within the agreed period, Customer shall be in default by operation of law and Alfen shall in that case be entitled to charge interest from the due date of the unpaid invoice at a rate of 2% per month without prejudice to any other remedies available to Alfen.
- 5.4 Discount agreement will be completely negated as soon as a default in payment occurs (also in the case of partial payments) and/or if all other due payments have not been made by the time of receipt of the discounted invoice amount, at the latest.
- 5.5 Complaints are no cause for a delay in payment.

- 5.6 The price or prices indicated in an offer shall be based on price-determining factors applicable to Alfen at the time of the offer and can be subject to change at all times if determined necessary by Alfen.
- 5.7 Alfen is - with immediate effect after written prior notice - entitled to increase the price of the goods still to be delivered if the cost price determining factors have been subject to an increase. These factors include, but are not limited to:
 - (i) raw and auxiliary materials, semi-finished products, consumables such as oil, water and energy;
 - (ii) governmental measures and changes in the foreign exchange rates, products and services obtained from third parties, freight rates, import and export duties, excise duties, levies, taxes (in so far such rates, duties, levies and taxes are included in the price of the goods), wages, salaries, social security contributions, freight costs and insurance premiums.Alfen is also entitled - with immediate effect after written prior notice - to increase the price of the goods in case of a delay of the delivery times and delivery dates referred to in section 4 above which is not attributable to Alfen.
- 5.8 Unless specifically agreed, the price shall not include import duties, levies and taxes, fees or other charges or costs relating to the application, granting and maintenance of the permits which are necessary to carry out the Agreement, or traveling and hotel expenses, which charges, costs and expenses shall be reimbursed separately by the Customer to Alfen.

6. Components supplied by or on behalf of the Customer

- 6.1 If the Customer has undertaken to supply components and/or packaging for the manufacturing and delivery of the ordered goods, these components must be delivered DDP at the Alfen factory, free of charge, in time for the manufacturing process.
- 6.2 Notice of defect of the components will be made by Alfen as soon as the defect is evidential within a normal course of business. The Customer herewith waives the objection of a late notification of defects.
- 6.3 In case of delayed or defective delivery or deficient quality of such components and/or packaging, the Customer shall indemnify and hold harmless Alfen for any additional costs and expenses as well as for damages and losses incurred because of such delay, deficiency or defectiveness. In these events, Alfen is entitled at its discretion to interrupt the manufacturing process until receipt of components in proper form and adequate quality.
- 6.4 In case Alfen needs to purchase components and/or packaging by or on behalf of the Customer the general purchase conditions of Alfen apply to the Customer and or the Supplier of the components and/or packaging.

7. Preparatory Work, Tools

- 7.1 Any preparatory work, such as sketches, drafts, estimation of costs, originals, samples etc. prepared by Alfen will be invoiced separately if no orders are placed. Such preparatory work as well as brochures, catalogues, presentations or the like remain property of Alfen. Any usage in particular transmission, copying, publication and provision inclusive copying in extract requires Alfen's explicit approval.

8. Protected rights and non-disclosure

- 8.1 Where goods are manufactured according to the ideas, proposals, models, drawings or samples of the Customer, the Customer guarantees that no protected rights of third parties are infringed thereby. In any legal proceedings in connection with claims for compensation of infringement of patent rights, trademark rights, protection of designs, trade secrets or proceedings protected by copyright within the construction or the manufacture of the goods, the Customer will indemnify and hold harmless Alfen from all claims of third parties and resulting costs and Customer will participate in or take over legal proceedings if Alfen asks Customer to do so.
- 8.2 Irrespective of the existence of legal protection rights, all ideas, inventions, designs and samples, works protected by copyright, patents, design rights, trademarks, copy rights and trade secrets and all knowhow or other intellectual property related to goods manufactured by Alfen or generated within the execution of a contract, and all techniques applied by Alfen to manufacture and design the goods, preliminary to or upon processing of an order, shall always remain or become as the case may be sole intellectual property of Alfen.
- 8.3 Customer shall observe confidentiality in respect of all information, specifications, business information and know-how concerning and provided by Alfen. Upon request of Alfen Customer shall be held to return the same to Alfen, carriage paid, in sound condition within fourteen days.

9. Notice of Defects

- 9.1 A warranty claim shall be subject to the condition that the Customer has given written notice of the defects that have occurred within 30 days after the delivery of the goods for apparent defects or 8 days after detecting a defect of the goods by including a specific description of the nature of the defect. Customer is obliged to check the goods upon delivery for transport damage and other reasonably discoverable damages. At request of Alfen the Customer is obliged to send samples of the defective goods DDP to Alfen factory.
- 9.2 If goods are produced based on instructions of the Customer, Alfen's warranty shall be limited to the fact that it has been designed in accordance with the written agreed instructions of the Customer. In this case warranty for the efficiency/operability and warranty of fitness of the goods for a specific purpose whether or not made known by Customer are expressly excluded.
- 9.3 Disputes between Customer and Alfen regarding quality, delivery or any other complaint submitted by Customer shall not entitle Customer to suspend payment.
- 9.4 Returning defective goods is not admitted without prior written approval of Alfen. In case goods are to be returned such return shall be at the risk and cost of the Customer. Acceptance of the returned goods does not grant Customer any claims or other legal consequences. Further, Alfen's examination of the defect does not entitle Customer to any claims or legal consequences. The risk for the usability of the goods for a certain purpose or in a certain way is borne by Customer and Alfen does not warrant any fitness for purpose or suitability for a specific use whatsoever.
- 9.5 If components and/or packaging are used, which Alfen buys on behalf of the Customer or which are supplied by the Customer, the Customer shall first notify the supplier of those components and/or packaging of defects therein. Alfen herewith assigns its warranty rights concerning those components and/or packaging to the Customer. When a defect of the component and/or packaging appears, the Customer shall also inform Alfen. Alfen will, if requested, forward to the Customer the name and the address of the producer of the affected component and/or packaging.

10. Warranty and Liability

- 10.1 Alfen warrants its workmanship for a period of twelve (12) months after services are performed and warrants that all goods will be new and free from defects for a period of twelve (12) months from installation or eighteen (18) months after delivery to Customer, whichever occurs first. Alfen will correct any defects by repair, replacement or re-performance of service, at its own expense, unless goods or services have been subject to misuse, faulty installation or maintenance (unless done by Alfen) or which have been disassembled, modified or repaired by unauthorized persons. This warranty is the exclusive warranty and is provided instead of any warranty of merchantability, fitness for a particular purpose or any other warranty, express or implied, except warranties of title and infringement.
- 10.2 Alfen's liability under or in connection with a contract, and the goods and/or services sold thereunder, shall be limited to the value of the contract, whether such liability arises in contract (including under any indemnity), tort (including negligence), equity, under statute, or otherwise.
- 10.3 Alfen shall not be liable under a contract for any loss or damage of profits, revenues, use, production, or contracts, or for any indirect, special or consequential loss or damage whatsoever.

11. Retention of title

- 11.1 Until the full discharge of all financial obligations including interest and costs of the Customer towards Alfen, Alfen reserves the right of ownership to the goods it supplied. The Customer may process or re-sell the goods, which are subject to retention of title, in the normal course of business; provided, however, that pledging or protective conveyance of the goods may only be made upon prior written approval of Alfen. The retention of title shall also extend to such goods as may result from further processing of the goods. By processing, mixing or reconstructing the supplied goods with other goods, not our property, Alfen gains shared ownership of the resultant goods in proportion of the monetary value of the joint goods and other component goods at the time of processing. It is the duty of the Customer to store and control the resultant goods with appropriate care.
- 11.2 The Customer hereby assigns to Alfen, in the event of resale, all receivable debts including all ancillary rights and collateral security, accruing to Customer in respect of his customers and the resold goods, and Alfen hereby accepts such assignment. The Customer, upon demand, shall disclose to Alfen the names and addresses of his customers as well as the accounts receivable and amounts due resulting from such sales. Unless revoked by Alfen and without prejudice to Alfen's sole title in the assigned receivables, the Customer may collect the receivables assigned to Alfen in his own name, but for the account of Alfen.

12. Legal Succession and Assignment

- 12.1 Orders are binding also on the legal successor of the Customer or Alfen. The rights and obligations as determined in the contract and these General Terms may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. The above mentioned will not apply in case of assignment to legal successor(s). Such an assignment will be valid upon the notification to the other party in writing (including telefax and e-mail).

13. Place of Fulfilment

- 13.1 The place of performance is agreed to be the place of the Alfen factory which delivers the goods.

14. Severability

- 14.1 In the event that one of the provisions should, for whatever reason, be void or invalid, this shall not affect the validity of the other provisions.
- 14.2 The contracting parties undertake to replace the invalid regulation with a valid one which comes closest to the economic intent of the invalid regulation.

15. Governing Law

- 15.1 These General Terms and any contract to which they are applicable and any dispute or claim arising out of or in connection with it and its subject matter of formation shall be governed by and construed in accordance with the laws of the Netherlands, excluding its conflict of law provisions and excluding the UN Convention for the International Sale of Goods.
- 15.2 All disputes arising in connection with these General Terms and any contract to which they are applicable or further agreements resulting there from, shall be settled by the competent court in Amsterdam, the Netherlands.

II SPECIAL SECTION – Installation of Work

Installation work shall be governed not only by the articles 1 through 15 of these General Terms, but also by the articles 16 through 19 of this Special Section of these General Terms. In event of any deviating or conflicting terms and conditions, the articles of this Special Section shall prevail over the articles 1 through 15 of the General Terms, except for article 10 (Warranty and liability) which shall always prevail unless Alfen and the Customer have explicitly deviated from this clause in accordance with clause 1.5 of these Terms.

16. Performance of Work

- 16.1 If it has been agreed that Alfen is to carry out installation work for the Customer, Alfen shall perform the work in accordance with the agreed specifications. Alfen shall have the right, but shall not be obliged, to check the accuracy of the information reported and, in the event of any errors discovered, to postpone the work until the errors have been resolved to the satisfaction of Alfen.
- 16.2 The Customer shall ensure that all facilities and tools required to carry out the work such to be interpreted in the broadest sense of the word and at Alfen's discretion - are present. Alfen shall be entitled, if it sees reasons to so proceed, to order any requisite facilities for and at the expense of the Customer or to take any such other measures for and at the expense of the Customer as Alfen may deem appropriate. At Alfen's first request, the Customer shall make available at its own responsibility a qualified person to Alfen to coordinate the work on site or assist in such co-ordination.
- 16.3 The Customer will at his own expense and risk ensure that:
- (i) as soon as Alfen's workers arrive at the installation site, they are able to start their work and continue to work during normal working hours and, moreover, if Alfen considers necessary, outside of normal working hours, provided that Alfen has communicated about this to the Customer in a timely manner;
 - (ii) there is suitable housing and all essential facilities for Alfen's workers as specified under government regulations and the agreement;
 - (iii) the access paths to the installation site are suitable for the necessary transportation;
 - (iv) the designated installation site is suitable for storage and montage / installation;
 - (v) the necessary lockable storage facilities for the materials, tools and other items are present;
 - (vi) the necessary and usual helpers, assistants, company materials (fuels, oils and fats, polish and other small materials, gas, water, electricity, steam, compressed air, heating, lighting, etc.) and normal measuring and testing equipment is available to Alfen in a timely manner and free of charge at the right place;
 - (vii) all necessary safety measures and precautions have been taken and maintained and all measures have been taken and maintained to comply - with regard to the montage / installation - to the applicable government regulations;
 - (viii) at the start of and during montage / installation, the shipped goods will be in the right place.
- 16.4 Damage and expense arising from the fact that the conditions set out in this article have not been met or are not met in a timely manner are for the account of the Customer.
- 16.5 The Customer shall check the work performed periodically, as to be agreed further, but at least once a week, and approve the work in writing. If the Customer fails to check and/or approve the same, the work shall be deemed to have been checked, approved and completed. Alfen may postpone the work until the Customer has approved the work performed in writing; any delay or other damage resulting from the postponement shall be for the Customer's account.
- 16.6 The Customer guarantees that all the costs incurred by Alfen in connection with the work, including any traveling and hotel expenses, will be duly reimbursed.

17. Extra Work and Cancelled Work

- 17.1 The performance of additional work or the cancellation of work must be agreed in writing and the performance of extra work shall be executed in exchange for an agreed price or on the basis of an agreed calculation method. If more or less work is carried out without any such written agreement, Alfen shall be entitled to determine the price for the work in question unilaterally, according to the principles of reasonableness and fairness.

18. Acceptance and Completion

- 18.1 If an acceptance test has been agreed in writing, the installation shall be tested within three business days of it having been finished.
- 18.2 The installation shall be considered to have been accepted as follows:
- (a) if no acceptance test has been agreed: upon delivery or, if installation to be executed by the Supplier has been agreed in writing, upon completion of the installation work; or
 - (b) if the parties have agreed on an acceptance test in writing: on the first day following the test period; or
 - (c) if the Customer has made any use of the system prior to the moment of acceptance: upon commencement of that use.
- 18.3 The Customer may not withhold its acceptance on grounds other than those relating to the specifications expressly agreed between the parties, nor on the ground of minor errors, which are understood to mean errors which do not stand in the way of the system's use or productivity.

19. Transfer of Obligations and Subcontracting

- 19.1 Alfen may transfer its obligations under the agreement, or any part thereof, to third parties without requiring the prior written consent of the Customer.
