

GENERAL DELIVERY TERMS AND CONDITIONS OF H.I.M. HOMBORG INDUSTRIAL MACHINERY B.V.

1. Agreement and applicable terms and conditions.

1.1. These terms and conditions are applicable to any and all agreements and offers to be concluded and any and all proposals to be issued by H.I.M. Homborg Industrial Machinery B.V. and any and all entities pertaining to the same (hereinafter referred to as: HOMBORG).

1.2. The agreement is - whether or not after an offer - concluded after acceptance by the buyer of the proposal of Homborg.

1.3. Deviations from and/or additions to the terms and conditions or the agreement are only valid if they have been stipulated in writing by and between Homborg and the buyer. The applicability of any other general terms and conditions or stipulations is excluded, barring to the extent that they were expressly accepted by Homborg in writing.

1.4. Homborg cannot be deemed to have agreed with the terms and conditions applied by the buyer or with a change of these terms and conditions of sale and/or of the agreement not stipulated in writing through any act, through any communication or through any commitment of a not relevantly authorised employee or representative or tacitly.

1.5. Unless Homborg expressly notified the buyer otherwise in writing, after an agreement once concluded on the basis of the above any and all agreements deriving from the same or new agreements by and between the parties are also governed by these terms and conditions, also if the agreement is concluded afterwards by telephone, telex, telefax or telegram or by email.

1.6. If more than one natural and/or legal person act or conduct themselves as the client then they are all jointly and severally liable vis-à-vis Homborg.

1.7. Homborg is entitled to transfer its rights and authorities from the relevant agreement as well as the title of the relevant goods to third parties. The buyer cannot transfer its rights and obligations vis-à-vis Homborg to third parties without written consent of Homborg.

2. Proposals, offers and documentation

2.1. Proposals (in writing or orally), documentation, drawings and calculations provided by or on behalf of Homborg are subject to contract and are issued according to its best efforts without the buyer being able to derive any rights from the same.

2.2. The offers issued by Homborg are subject to contract and are only valid for a period of 30 days subject to prior sale, unless indicated otherwise.

2.3. If Homborg performed drawing and calculation work within the framework of an offer and at the request of the buyer and an agreement is not concluded afterwards then the buyer is liable to pay Homborg a reasonable fee for performed drawing and calculation work, which shall in any case consist of an hourly fee for performed work.

2.4. Proposals, documentation, drawings, calculations, etc. remain the property of Homborg, even if costs were charged for it by the same, and can, without its consent, not be made available, either in original or in copy, to third parties and the latter can neither be provided insight into the same. In case of a violation of the foregoing the buyer forfeits a penalty to Homborg of € 1,000.00 per violation.

3. Description, quality and complaints

- 3.1. Homborg shall deliver the goods to the buyer according to the description, quality and quantity as described in the order confirmation (potentially changed later) and/or as accepted by Homborg, albeit that minor differences in colour, quality, dimensions and weights are permissible, to the extent that they do not impair the practical value.
- 3.2. Homborg is entitled to make changes in the models of its goods as also to, as the occasion arises, deliver the model that replaces a model that can no longer be delivered.
- 3.3. Homborg exclusively guarantees that the goods are suitable for normal use as foreseen in the product description or user instructions. Homborg does not guarantee that the goods are suitable for the purpose for which the buyer wants to use them; neither if the said purpose was communicated to Homborg, unless stipulated otherwise between the parties.
- 3.4. The buyer must immediately inspect (have inspected) the purchased goods upon delivery. In this respect the buyer checks a. whether the packaging and external appearance of the goods are in order, b. whether the correct goods were delivered, c. whether the delivered goods correspond, in terms of quantity (e.g. number and volume), with what was stipulated and d. whether the delivered goods comply with the stipulated quality requirements or - if the latter are absent - the requirements that can be imposed on normal use of the goods.
- 3.5. Complaints regarding packaging and the external appearance of goods must be recorded directly on the consignment note or the delivery receipt. Complaints regarding visible defects or shortcomings must be communicated to Homborg within 7 days after delivery. Invisible defects must be communicated by the buyer within 7 days after discovery, however at the latest within the warranty period of article 12.
- 3.6. Any and all complaints must take place in writing and be sent to the address of Homborg within the time limits specified for this subject to forfeiture of rights of the buyer.
- 3.7. Also if the buyer submits a complaint in a timely fashion its obligation to pay for and to take delivery of placed orders remains in full force and effect. Goods can only be returned to Homborg with prior written consent.
4. Price, price change
 - 4.1. The stipulated price is based on the wages, national insurance contributions, material prices and currency exchange rates applicable at the time of conclusion of the agreement. The stipulated price also includes, barring the price for the goods, clearance charges, import duties, accreditation costs, packagings costs. The prices quoted by Homborg are exclusive of VAT.
 - 4.2. If the stipulated price is increased after the conclusion of the agreement however prior to delivery of the costs, either as a result of a currency exchange revision, increase of the taxes or import duties or an increase in the price of raw and auxiliary materials or as a result of circumstances that fall beyond the control of Homborg, then Homborg shall be entitled to pass the price increase on to the buyer. Only if the price increase exceeds 10% compared to the stipulated price shall the buyer be entitled to rescind the agreement by means of a written notice sent to Homborg by registered post within 14 days after Homborg has informed the buyer accordingly in writing.
 - 4.3. The agreement includes the authority of Homborg to charge contract extras performed by the same separately as soon as the amount to be charged for it is known to the same. For the calculation of contract extras the rules set forth in paragraph 1 and paragraph 2 of this article are equally applicable.

4.4. Costs of loading and unloading and of transport of the raw materials, semi-manufactured goods, models and other goods made available by the buyer are not included in the price and are charged separately.

5. Delivery, delivery time

5.2. The delivery time is based on the working conditions applicable at the time of conclusion of the agreement and on delivery in a timely fashion of the materials ordered by Homborg for the performance of the work. If a delay arises through no fault of Homborg as a result of a change in the said working conditions or because materials ordered for the performance of the work are not delivered in a timely fashion then the delivery time is, where required, extended.

5.3. The stipulated / specified delivery time is only approximate and is not a fatal deadline.

5.4. An overstepping of the delivery time is permitted without the buyer being entitled to rescind the agreement.

5.5. In case of an overstepping of the delivery time, for any reason whatsoever, Homborg shall never be liable for damages consequently incurred by the buyer or by third parties.

5.6. Delivery takes place at the stipulated location, unloaded, unless stipulated otherwise.

5.7. The buyer provides for the necessary facilities for access and transport at the delivery address.

5.8. Homborg complied with its delivery obligation by offering the goods to the buyer once. An offer to deliver is put on part with delivery. In case the buyer refuses to take delivery of the goods, the costs of the return, the storage and other necessary costs shall be at the expense of the buyer. In case of refusal to take delivery Homborg shall not be held to deliver the goods earlier other than after the buyer has paid the stipulated price, the latter including the costs incurred by Homborg as a result of the refusal to take delivery.

5.9. Homborg is allowed to deliver sold goods in instalments. If the goods are delivered in instalments then Homborg shall be authorised to invoice each and every instalment separately.

5.10. Homborg is authorised to, without stating reasons, have delivery take place on the basis of cash on delivery.

5.11. Homborg is entitled to with each and every change in the business situation of the buyer (board change, etc.), at its sole discretion, immediately discontinue the delivery of the still pending orders or to require security for the settlement of the same. The same applies if unfavourable information about the buyer reaches Homborg. Moreover, Homborg shall not be held to delivery as long as the previous deliveries, of which the purchase price has fallen due, were not paid in full yet.

6. Packaging

6.1. Homborg shall package the goods to be delivered properly (unless the nature of the goods opposes this) and secure them in such manner that they reach their destination in a good condition in case of normal transport. Homborg provides for the common transport insurance up to a maximum of € 125,000.00. The liability of Homborg in connection with the shipment of the goods is, in all circumstances, limited to the cover provided by the transport insurers.

6.2. If Homborg makes or has a third party make pallets, parcels, crates, containers, etc. available for the packaging and the transport - whether or not upon payment of a deposit or guarantee sum - then the buyer is held to (unless it regards single-use packaging) to return the

said pallets etc. to the other address specified by Homborg, failing which the buyer shall compensate Homborg for the consequently incurred damages.

7. Storage

7.1. If the buyer is, for any reason whatsoever, not able to take delivery of the goods at the stipulated time then Homborg shall, if its storage options permit this, store and secure the goods and take any and all reasonable measures in order to prevent deterioration in quality, until they were delivered to and/or taken delivery of by the buyer at the location(s) specified by the buyer.

7.2. The buyer is held to pay Homborg the storage expenses according to the rate common at Homborg or according to the rate common in the industry from the moment that the goods were ready for shipment or, should this be a later time, from the stipulated delivery date.

8. Connection, commissioning

8.1. If the parties stipulated in writing that the goods shall be installed by Homborg at the stipulated location(s) then Homborg shall make relevantly expert staff available and shall also provided for instruction of the buyer.

8.2. If the buyer wants to install (have installed) the goods delivered by Homborg then it must obtain written consent for it from Homborg. Homborg shall give consent for this if the installation takes place by an expert recognised by Homborg. If the consent was not obtained then the buyer cannot claim compensation or (partial) repayment of the purchase price on account of damages to the delivered goods. The correct installation of the delivered goods is of utmost importance to the correct operation of the machine.

8.3. The buyer is responsible vis-à-vis Homborg for the correct and timely performance of any and all layouts, facilities and/or conditions that are required for the set-up of the product to be assembled and/or the correct operation of the product in assembled condition, barring if and to the extent that the said performance is carried out by or on behalf of Homborg according to data supplied and/or drawings, as well as any and all other facilities, prepared by or on behalf of Homborg that enable an uninterrupted installation by Homborg, failing which Homborg is authorised to unilaterally suspend the installation until the necessary facilities were implemented by the buyer. As the occasion arises Homborg shall be entitled to charge the costs associated with the second installation to the buyer.

8.4. Without prejudice to the provisions set forth in paragraph 3 the buyer does in any case ensure at its own risk and expenses that:

8.4. a. The staff of Homborg can, as soon as they have arrived at the location of the set-up, perform and continue performing their

activities during the normal working hours and moreover, if Homborg deems this to be necessary, outside the normal working hours, provided that Homborg communicated this to the buyer in a timely fashion;

8.4. b. Suitable accommodation and/or any and all facilities required pursuant to official rules, the agreement and common practice

are available for the staff of Homborg;

8.4. c. The access roads to the place of the set-up are suitable for the required transport;

8.4. d. The designated place of the set-up is suitable for storage and assembly;

8.4. e. The necessary lockable storage locations for material, tools and other goods are available;

8.4. f. The necessary and common auxiliary workers, auxiliary tools, auxiliary and business materials

(including fuels, oils and greases, polishing and other small material, gas, water, electricity, steam, pressurised air, heating, lighting, etc.) and the measuring and testing equipment normal for the business of the buyer are available to Homborg at the right location in a timely fashion and free of charge;

8.4. g. Any and all necessary security and precautionary measures were taken and are maintained,

as also that any and all measures were taken and are maintained in order to comply with the official rules applicable in the context of the assembly / installation;

8.5. The buyer is always fully responsible for a timely and proper application for the necessary official permits. The buyer instructs Homborg of the installation rules that must officially be observed. If the rules were changed after the conclusion of the agreement or were not communicated to Homborg in a timely fashion then the additional costs associated with the installation shall be charged to the buyer by Homborg. Homborg shall not be liable for potential damages deriving from installation of the delivered goods in violation of the officially imposed rules.

8.6. Damages to delivered goods or parts thereof - whether or not due to injudicious handling or storage - between the time of the delivery and the time of the installation are at the expense of the buyer. Potential damages, caused by defects of the means of transport made available to Homborg by the buyer and injudicious use by others than employees of Homborg, are at the expense and risk of the buyer.

8.7. Contract extras that are charged to the buyer by Homborg, even if the said contract extras are disputed by the buyer, shall never be qualified as a price increase as intended in article 4.2 in order that the buyer is not entitled to rescind the agreement on the said ground if contract extras are charged.

8.8. The installation has been completed when the goods are ready for use, the latter at the discretion of Homborg.

8.9. During the performance of installation activities Homborg exclusively accepts liability for bodily harm to persons, for damages to buildings, installations or other goods as also for other damages that may arise as a direct or indirect result of an act or omission of itself, its subordinates or other persons who were employed by or on behalf of it, in case there is question of gross negligence or intent for which it is, as the occasion arises, insured. If Homborg is held liable in case of damages (including trading losses or other indirect damages or personal injuries) then this can never exceed the order amount. Consequential damage are expressly excluded.

9. Transfer of risk

9.1. The risk transfers to the buyer from the moment of the delivery of goods.

10. Reservation of title

10.1. The goods delivered by Homborg remain the property of Homborg until the buyer has complied with all of the following obligations pursuant to any and all sale and purchase

agreements concluded with Homborg: - the consideration(s) with regard to the goods delivered or to be delivered, - the consideration(s) with regard to the services supplied or to be supplied by Homborg pursuant to the sale and purchase agreement(s); - potential claims on account of non-compliance by the buyer with a sale and purchase agreement (sale and purchase agreements).

10.2. Goods delivered by Homborg that fall under the reservation of title pursuant to paragraph 1 can, without written consent of Homborg, not be resold or pledged nor can any other right be established on the same.

10.3. Without prejudice to the other rights vested in the same, Homborg is irrevocably authorised by the buyer to, if the latter does not comply with its payment obligation entered into vis-à-vis Homborg or not in a timely fashion, without any notice of default or judicial intervention being required, on demand disassemble and take back the products delivered by the same and attached to movable and immovable property. Any and all costs of disassembling and taking back the goods are at the expense of the buyer. The buyer agrees in advance to give Homborg the opportunity to take possession of its goods at the premises of the buyer.

10.4. If third parties intend to establish or enforce any right on the goods delivered subject to reservation of title then the buyer commits to inform Homborg accordingly as soon as can reasonably be expected of the same.

10.5. The buyer commits to:

10.5. a. - insure and keep insured the goods delivered subject to reservation of title against fire, explosion and water damages and against theft and to provide insight into the policy of the said insurance;

10.5. b. - pledge any and all claims of the buyer or vis-à-vis insurers with regard to the goods delivered subject to reservation of title to Homborg in the manner outlined in section 239 of Book 3 of the Dutch Civil Code;

10.5. c. - pledge the claims that the buyer acquires vis-à-vis its customers when reselling the goods

delivered by Homborg subject to reservation of title to Homborg in the manner outlined in section 239 of Book 3 of the Dutch Civil Code;

10.5. d. - mark the goods delivered subject to reservation of title as the property of Homborg;

10.5. e. - otherwise lend cooperation in any and all reasonable measures that Homborg intends to

take to protect its ownership rights with regard to the goods and that do not unreasonably hinder the buyer in the normal performance of its business.

The buyer, who acts in violation of the above, forfeits a penalty to Homborg at the level of the invoice value of the goods, without prejudice to the right of Homborg to claim the actual, higher damages from the buyer. The buyer must inform third parties of the ownership rights of Homborg. Homborg may require of the buyer that on demand the buyer furnishes a written notice to the said third party as well as the confirmation of receipt of the said notice by the relevant third party.

11. Payment, collection

11.1. Payment must take place within 14 days after the date of the invoice (due date): - through a legally valid payment instrument at the office of Homborg; - through remittance of the payable amount to a bank / giro account specified by Homborg in the name of Homborg.

11.2. After the due date the buyer is in default by operation of law.

11.3. In case of liquidation, bankruptcy or suspension of payment of the buyer the obligations of the buyer immediately fall due.

11.4. Payment must take place without suspension or settlement. Homborg does not accept goods in exchange. If payment shall take place in two or more instalments after delivery then Homborg shall be entitled to stipulate that the buyer issues a bank guarantee.

11.5. Payments effectuated by the buyer are firstly always applied to any and all payable interest and costs and secondly to claimable invoices, which are outstanding the longest, even if the buyer indicates that the payment is related to a later invoice.

11.6. From the moment of the occurrence of the default the buyer is liable to pay interest at 1.0% per month on the claimable amount, a part of a month qualifying as a month.

11.7. If the buyer is in default or fails to comply with one or more of its obligations then any and all collection costs to obtain satisfaction out of court are at the expense of the buyer. The buyer is in any case liable to pay 15% of the principal sum, with a minimum of € 300.00. If Homborg demonstrates to have incurred higher expenses, which were reasonably required, then they shall also qualify for compensation.

12. Warranty and liability

12.1. Unless the parties stipulated otherwise in writing, the buyer can only claim the warranty that the manufacturer of the goods sold by Homborg provides.

12.2. The warranty of Homborg is limited to the free repair of a defective good or the replacement of the said good or a part of it, all at the discretion of Homborg, unless stipulated otherwise. The parts to be replaced become the property of Homborg.

12.3. The entitlement to the warranty expires if one or more of the following circumstances occur:

12.3. a. The inferiority of the delivered products or parts is not reported to Homborg

within 7 days after delivery of the same. Shortcomings or defects that occur later were not reported to Homborg in writing immediately after the occurrence, the detection of the shortcoming / defect;

12.3. b. The inferiority is the result of incorrect use or insufficient maintenance;

12.3. c. The buyer or third parties perform activities on the delivered products without having obtained prior written consent of Homborg;

12.3. d. The buyer failed to comply with its obligations pursuant to the agreement (including the payment obligation).

12.4. Homborg shall not be liable vis-à-vis the buyer, its customers or third parties for the consequences of mistakes or errors in price lists, documentation or drawings, breakage,

incorrect type of power or voltage, or for recommendations given, unless the contrary follows from the statutory provisions with regard to product liability.

12.5. In case of force majeure Homborg shall not be liable for the damages consequently incurred by the buyer, its customers or third parties.

12.6. Homborg shall in connection with delivered goods neither be liable for trading losses and consequential damages. Homborg shall not be liable for damages to buildings and premises of the buyer, barring the damages caused by intent or gross negligence.

12.7. The buyer shall be liable vis-à-vis Homborg for compensation for potential claims of third parties in connection with damages inflicted on the same during the implementation of the agreement for which Homborg is addressed and potentially for compensation for damages to Homborg that the latter incurs as a result of the inferiority of the structural part and/or the condition of the soil at the buyer during the installation of the sold goods.

12.8. To the extent that the buyer can enforce a right to compensation pursuant to these general terms and conditions as also if the damages are caused by intent or gross negligence of Homborg or its managerial subordinates, the liability of Homborg shall be limited to at most the amount of the invoiced value of the product and in case Homborg is insured for the liability up to at most the amount for which the damages are covered by the insurance company.

12.9. The products to be repaired or replaced on the basis of the warranty pursuant to this article shall on demand of Homborg be returned to Homborg by the buyer.

12.10. Repair and/or replacement of a part shall never extend the warranty for the whole.

12.11. Unless expressly stipulated otherwise in writing, Homborg shall only be held to comply with the warranty obligations outlined in this article within the Netherlands.

13. Force majeure

13.1. If Homborg cannot comply with an obligation vis-à-vis the buyer on account of force majeure then compliance with the same is suspended for the duration of the situation of force majeure, with a maximum of two months. After the said period Homborg shall be entitled to rescind the agreement in writing unilaterally out of court, without Homborg being liable to compensate the buyer for any damages.

13.2. Force majeure must be understood as: each and every circumstance beyond the control of Homborg that is of such nature that compliance with the agreement can reasonably not be required of Homborg. This is also understood as: industrial action, riots, war and other upheavals, boycotts, blockades, natural disasters, epidemics, lack of raw materials, impediment and interruption of the transport possibilities, extreme weather conditions, fire, machinery breakdown, disruptions at the company of Homborg, problems at suppliers of Homborg and/or measures of an official authority.

14. Rescission

14.1. Homborg is authorised to rescind the agreement without judicial intervention and without any notice of default being required with immediate effect if:

- a) The buyer fails to comply with one or more of its obligations pursuant to the agreement or if there is a well-founded reason to fear the same;
- b) In case of suspension of payment or bankruptcy of the buyer;

- c) A prejudgment or executory attachment is imposed on (a part of) the assets of the buyer;
- d) The business of the buyer is, either wholly or partly, shut down, discontinued or liquidated;
- e) The buyer vacates or permanently abandons its premises or establishment without notice;
- f) Or if any other circumstance occurs that creates reasonable doubt on the part of Homborg regarding compliance with the obligations of the buyer on account of the agreement.

14.2. Any and all damages resulting from the rescission as well as the lost profit shall after rescission immediately fall due without notice of default.

15. Sanction countries

15.1 Homborg complies strictly with the European legislation and regulations, the American OFAC legislation as well as the national legislation and regulations, in particular but not limited to the Dutch Sanctions Act 1977, with regard to sanction countries. In pursuance of the said legislation and regulations Homborg does not perform transactions, or limited transactions, with countries that are included on the national (international) lists of sanction countries.

15.2 The buyer is not allowed to, contrary to the legislation and regulations as intended in article 15.1, deliver and/or sell the products delivered by Homborg (further) to a sanction country included on the aforementioned lists of sanction countries. Homborg shall not be liable for a potential (further) delivery or sale by the buyer in violation of the applicable legislation and regulations. The buyer indemnifies Homborg against any and all direct and indirect damages that Homborg incurs or may incur as a result of a violation of this article.

15.3 Homborg is entitled to revoke an offer, to refuse delivery and/or to terminate an agreement in case of the reasonable suspicion that with regard to delivered or yet to be delivered goods the legislation and regulations as intended in this article with regard to sanction countries are or shall not be complied with, either in whole or in part, by the buyer.

15.4 If there is question of a revocation of an offer, refusal of a delivery and/or termination of an agreement in pursuance of this article then the buyer cannot claim compensation or (partial) repayment of the purchase price already paid by the buyer. Any damages, either directly or indirectly, that Homborg incurs or shall incur on account of a violation of this article by the buyer shall fully be recovered from the buyer by Homborg.

15.5 To the extent that the sanction legislation, e.g. the Dutch Sanctions Act 1977, is replaced by new legislation or regulations in the said area, the latest legislation always applies and the said legislation has direct effect to the contractual relationship between Homborg and the buyer.

16. Applicable law / disputes

16.1 Dutch law is exclusively applicable to any and all agreements concluded by Homborg.

16.2 The Vienna Sales Convention is not applicable, nor are any other international regulations of which exclusion is permitted.

16.3 Any and all disputes that may arise further to, or derive from, an offer of Homborg, an agreement concluded with Homborg or in respect of these general terms and conditions are brought to the cognisance of the competent court in Breda.