

GENERAL SALES, DELIVERY AND PAYMENT CONDITIONS of the private company with limited liability Helcosol B.V. (hereinafter: 'Helcosol'), having its registered office and principal place of business at Willibrordusweg 8 in (6942 EN) Didam, Montferland Municipality, listed in the Trade Register of the Chamber of Commerce for Central Gelderland under number 50889311.

Clause 1. GENERAL 1. These General Conditions are applicable to all our (invitations to submit) offers and to all agreements howsoever called entered into by Helcosol. 2. The term 'counterparty' in these General Conditions means for instance any natural person or legal entity who receives a quotation/offer from Helcosol or with whom/which Helcosol enters into an agreement in the broadest sense of the word. 3. The provisions in these General Conditions can only and exclusively be deviated from if and insofar this has been explicitly agreed in writing. 4. If the counterparty also applies general terms and conditions, they are explicitly rejected by Helcosol and those terms and conditions of the counterparty will not be applicable. 5. Where in these General Provisions (delivery of) items (is) are mentioned, this also includes the provision of services and activities of any nature whatsoever. 6. Insofar as one or more Clauses or parts of Clauses would appear to be invalid, the remaining Clauses and parts of Clauses would remain in full force and effect.

Clause 2. OFFERS 1. All offers, advice and quotations by Helcosol are without any obligation (they are not binding) unless it has been laid down in writing that these offers, advice and quotations are not without obligation. Requests from the counterparty to Helcosol to deliver items or to enter into obligations in any way as well as statements on Helcosol' website with regard to sales, are considered to be invitations to submit an offer. 2. Documents forming part of offers made or quotations submitted by Helcosol such as designs, drawings, models, samples, descriptions, images, specified sizes, calculations and the like as well as any annexes are informative and are not binding on Helcosol. The contents must be regarded as an approximate indication. The documents remain the property of Helcosol. The documents must be returned at the first request by Helcosol. The counterparty undertakes towards Helcosol not to copy the documents or pass them on to third parties, subject to the explicit consent of Helcosol. Helcosol will also reserve all the rights on account of intellectual property. 3. If the counterparty instructs Helcosol to fabricate or assemble items according to designs, drawings, models, moulds, samples, descriptions, images, specified sizes, calculations and the like or other indications originating from the counterparty, the counterparty will guarantee that no trademark, patent, model or any other right of third parties will be impaired by this fabrication or assembly and/or delivery. If nevertheless Helcosol is sued by third parties due to an infringement of intellectual property rights or otherwise, the counterparty will fully indemnify Helcosol against this. If a third party objects to the fabrication and/or delivery of the items meant above on the basis of any alleged right as meant above, Helcosol will be entitled to discontinue the fabrication and/or delivery with immediate effect and to dissolve the agreement on which this is based. In that case the counterparty will be obliged to fully indemnify Helcosol.

Clause 3. FORMATION OF THE AGREEMENT 1. Agreements with Helcosol are only formed in the following ways. - by the counterparty and Helcosol signing a written agreement formulated by Helcosol; - by written acceptance by the counterparty of a written offer from Helcosol; - by Helcosol laying down in writing the arrangements made with a counterparty; - other ways usually adopted by Helcosol to form agreements, however, this exclusively in ways to be determined by Helcosol. 2. The agreement sent by Helcosol to the counterparty is deemed fully and accurately to represent the contents of the agreement formed. The counterparty is deemed to agree to the contents. 3. Verbal or written undertakings by Helcosol' employees who have no representative

authority will only be binding insofar as persons indeed having representative authority confirm these undertakings in writing to the counterparty.

Clause 4. PRICES 1. All prices are excluding value added tax, transport costs, assembly and packaging unless otherwise explicitly agreed in writing. 2. The way in which items are packaged and despatched is determined by Helcosol. Packaging is not taken back by Helcosol unless otherwise agreed in writing. 3. All prices, such as foreign exchange rates, factory prices, prices of raw materials and materials, wage and transport costs, taxes, import duties and other levies by the authorities, are based on the costing factors current at the time the agreement is formed. 4. Helcosol reserves the right to charge the counterparty for price increases, if they occur after the date on which the agreement is formed but before the delivery date. In the event of a price increase the counterparty is entitled, within three months after the agreement is formed, to declare the agreement dissolved in whole or in part. If the counterparty has not exercised that right within one month after the price increase has been charged as meant in the previous sentence, the counterparty is deemed to have agreed to the price increase.

Clause 5. DELIVERY AND DELIVERY TIMES 1. The delivery dates specified by Helcosol can never be considered as deadlines unless explicitly otherwise agreed in writing. 2. Until the moment at which Helcosol has obtained the information from the counterparty necessary to be able to deliver the items, Helcosol will not be obliged to deliver them. For as long as the counterparty is in default of payment of any amount that has become due, including outstanding advances, Helcosol will not be obliged to deliver the items. 3. Helcosol is entitled to fulfil an agreement in parts, all this within the sense that Helcosol delivers items to the counterparty as and when they are ready. In that case Helcosol will be entitled to invoice the counterparty immediately for the items already delivered. 4. Unless agreed otherwise in writing, the delivery of items will be 'ex works'. 5. As soon as the items to be delivered are ready in Helcosol' warehouse and Helcosol has informed the counterparty of this, the risk with regard to these items will pass onto the counterparty. 6. If the counterparty requests that delivery of items shall take place in a way different from the usual one, Helcosol can charge the associated costs. 7. The counterparty is obliged to take receipt of the items purchased within the agreed period. Failing this Helcosol will be entitled without a prior notice of default to claim payment of the purchase price of the part not received. If the counterparty remains in default of taking receipt of the purchased items within the agreed time in accordance with the above, and Helcosol claims payment of the purchase price, the items are deemed to have been delivered and Helcosol will store the items at the expense and risk of the counterparty against reimbursement of all costs arising from this. If no time has been agreed for taking receipt of the items, Helcosol will be entitled to take the measures referred to in that Clause if the items have not been taken receipt of by the counterparty within one month after our invitation to that end. 8. Any returns to Helcosol must always take place carriage paid stating the reasons in writing. Should these conditions not be observed, Helcosol will be entitled to refuse the returns and/or to send them back at the expense of the counterparty.

Clause 6. COMPLAINTS 1. Complaints by the counterparty relating to an erroneous delivery or to externally visible defects in items must be notified to Helcosol immediately but not later than within 8 days after the delivery (or within 8 days after the invoice date if the items are not or could not be delivered to the counterparty). This must take place via a registered letter including a clear and accurate description of the complaint and stating the invoice in connection with which the respective items were delivered. 2. Defects which were not externally visible during the delivery must be notified to Helcosol in the manner as stated in Clause 6.1 within 8 days after these

defects have become manifest. 3. Items not conforming to the agreement must be returned, carriage paid, to Helcosol within 14 days after delivery in an undamaged and unchanged condition and in the original factory packaging together with the packing slip or invoice, failing which the associated costs on the part of Helcosol will be at the expense and risk of the counterparty. 4. Every right of action of the counterparty on Helcosol relating to defects in the items delivered by Helcosol, will for instance lapse if one or more of the following circumstances occur: a. the defects are not notified to Helcosol within the periods stated in Clauses 6.1 and 6.2 and/or not in the manner indicated therein; b. the counterparty does not co-operate or cooperates insufficiently with Helcosol with regard to an investigation into whether the complaints are justified; c. the counterparty has used and/or maintained the items contrary to the instructions or in any event not in the normal manner; d. the counterparty has not returned the items to Helcosol or has returned them contrary to the instructions as described in Clause 6.3; e. the warranty period specified in the individual agreement has expired or if such a period is absent, the complaints are only expressed after a period of more than 12 months since the delivery has expired. 5. The counterparty guarantees that the information provided to Helcosol is accurate and complete and that he is responsible for it. Therefore Helcosol is not obliged to process complaints which relate to information provided by the counterparty to Helcosol.

Clause 7. WARRANTY 1. Helcosol warrants the soundness in normal use of the items supplied by Helcosol. Defects resulting from manufacturing faults or faults in materials will be repaired or replaced by Helcosol, provided complaints are submitted within due time. This will be done on the condition that Helcosol has received the items showing defects. The warranty obligation is effective for a period of not more than twelve months from the moment of delivery, except insofar as otherwise agreed in writing. 2. Insofar as during the warranty period the counterparty carries out repairs or changes to the items delivered or has these carried out without any prior written consent by Helcosol or insofar as the counterparty fails to fulfil his payment obligations to Helcosol, Helcosol will not be obliged to fulfil any warranty obligation towards the counterparty. 3. Insofar as warranty is claimed with regard to items or parts of items bought by Helcosol from third parties, Helcosol's obligation to provide warranty will never exceed the warranty obligations of the supplier towards Helcosol. 4. Only the counterparty can claim fulfilment of the warranty obligation and then only if the delivered items are still owned by the counterparty.

Clause 8. LIABILITY 1. Helcosol will never be liable for loss suffered by a counterparty or third parties in connection with items, activities or advice provided by Helcosol unless the loss is the direct and exclusive consequence of gross negligence or the intention of Helcosol or third parties engaged by Helcosol. 2. Apart from what has been stated above in Clause 8.1, Helcosol's liability is explicitly limited to fulfilling performances to which Helcosol is obliged on account of the warranty provisions in Clause 7. 3. With regard to further limitation of liability and the obligation to compensate for losses, only the loss for which Helcosol is insured is eligible for compensation, and only up to the amount that the insurer will pay to Helcosol. Insofar as the insurer will not make any payment, Helcosol will never be obliged to compensate for losses up to an amount higher than that for which the items were delivered, activities were performed or advice was given. 4. In any event, trading loss, bodily injury, lost profits, loss due to business interruptions, loss of income, loss due to downtime, consequential loss, direct or indirect loss suffered by the counterparty or third parties, will not be eligible for compensation. 5. Helcosol will never be liable for loss caused by or as a result of use of the items other than that for which they are intended. 6. The counterparty will indemnify Helcosol against any claims which third parties might bring against Helcosol with regard to the performance of the agreement, insofar as mandatory law does not preclude the respective loss and costs being at the expense of the counterparty. 7. All limitations of liability, limitation of the obligation to compensate for loss and the indemnification

set out above are also applicable to the employees of Helcosol or by third parties engaged by Helcosol whether or not for payment.

Clause 9. OWNERSHIP RETENTION / RETENTION OF TITLE 1. The items delivered by Helcosol remain Helcosol's property until the moment the invoice has been paid in full. The items delivered by Helcosol to the counterparty are delivered under the suspensory condition of the counterparty paying the invoice in full. Upon full payment of the invoice amount the ownership of the items delivered will transfer to the counterparty by operation of law. 2. Helcosol will at all times be entitled to take back the items in the possession of the counterparty (or third parties) but which are still owned by Helcosol, as soon as Helcosol can reasonably assume that there is a realistic chance that the counterparty will not fulfil his obligations or not fulfil them within due time. 3. The counterparty is not entitled to pledge the unpaid items to establish a nonpossessory pledge on them or to establish any other real or personal right for the benefit of a third party on them. 4. If as a result of the counterparty working or processing the items delivered by Helcosol the ownership right of Helcosol resting on them is lost, the counterparty will be obliged at the first request of Helcosol to establish immediately a non-possessory pledge for the benefit of Helcosol on the items created by finishing, working or processing these items. 5. Insofar as the items are seized the ownership of which has not yet passed over to the counterparty, the counterparty must inform Helcosol of the seizure and inform the seizing party that the ownership of the items has not yet passed on to him. 6. Helcosol will be entitled to hold back the goods or items which Helcosol has received or will receive into its possession and which are owned by the counterparty, until the moment at which the counterparty has fulfilled all his obligations on account of the agreement entered into with Helcosol.

Clause 10. PAYMENT 1. Payments must be made in Dutch currency without any set-off or deduction of any discount, in cash at the location where Helcosol is established or by transfer into a bank account indicated by Helcosol, in all cases immediately after the delivery of the respective items at any rate not later than within 30 days after the invoice date, unless explicitly agreed otherwise in writing. Upon payment into a bank the date at which Helcosol's bank account is credited is regarded as the date of payment. 2. Helcosol will at all times be entitled to demand payment in advance. Insofar as payment in advance is demanded, Helcosol will only be obliged to deliver the items at the moment at which Helcosol has received payment. 3. In the absence of payment within the payment period the counterparty will owe to Helcosol interest of 1.5% per month, without any further notice of default being required, whereby a part of a month is considered as a whole month. Moreover, the counterparty will be obliged to pay us the extrajudicial costs associated with collection of our receivables. These costs are determined at 15% of the principal sum with a minimum of € 75.00, notwithstanding the right on the part of Helcosol to charge further reasonable costs pursuant to Section 6:96 subsection 2 of the Dutch Civil Code. 4. Payments first serve to reduce the costs meant in Clause 10.3, then to reduce the interest due and finally to reduce the principal sum and the current interest.

Clause 11. SECURITY Helcosol is entitled to claim from the counterparty that he provides security for the fulfilment of his obligations, this particularly also after the formation of the agreement. If

the security demanded by Helcosol is not furnished or not furnished within due time, Helcosol can suspend the performance of its obligations.

Clause 12. FORCE MAJEURE 1. Force majeure will be taken to include: lack of raw materials, obstructions at Helcosol' suppliers for any reason whatsoever to provide items or services purchased by Helcosol, work strikes, obstructions caused by the full or partial breakdown of the

computer network or the network of the parties or of third parties on whom Helcosol depends, lack of personnel, business or transport interruptions of any nature whatsoever, epidemics, state of siege, war, obstructions caused by measures, laws or decisions by international or regional (government) authorities for instance. 2. If due to force majeure Helcosol cannot fulfil the agreement or not fulfil it within due time, Helcosol will be entitled at Helcosol's discretion either to carry out the agreement at a later time or to consider the agreement as dissolved. In the event of force majeure Helcosol will not be obliged to pay compensation to the counterparty.

Clause 13. COMMUNICATION 1. Communication between the counterparty and Helcosol can take place electronically except insofar as is provided for to the contrary in agreements with the counterparty, in these General Conditions or in law. 2. The version of the respective communication saved by Helcosol is considered as evidence of this, subject to evidence to the contrary by the counterparty. 3. Electronic communication by Helcosol to the counterparty is deemed to have been received by the counterparty on the day it has been sent unless the counterparty proves the contrary. Insofar as the communication has not been received as a result of delivery and/or access problems with regard to the e-mail box of the counterparty, this will be at the risk of the counterparty, even if the e-mail box is hosted by a third party.

Clause 14. OBLIGATION TO PROVIDE INFORMATION WITH REGARD TO INTERNET CONTRACTING 1. If Helcosol is about to enter into an agreement with a counterparty via e-mail or the internet, Helcosol must ensure that these General Conditions are provided whether or not electronically to the counterparty. The counterparty himself is responsible for saving and printing the General Conditions and the agreement via the facilities available to this end on the website or in the browser of the counterparty and for the accessibility of the saved copy. 2. Helcosol is not obliged to retain any archived agreements or to keep the General Conditions accessible to the counterparty. 3. Via its website Helcosol for instance provides the counterparty with the following information: a. name, address details and registration at the Chamber of Commerce b. the major characteristics of the products c. the price including all taxes d. the delivery and payment manner e. any delivery costs Helcosol must point out to the counterparty, insofar as he is a natural person running a business, that he or it is entitled to a right of dissolution if Helcosol would not comply with the obligation to provide information for entering into agreements via the internet provided by law. Each specific right of dissolution, if any, of the counterparty based on violation of the obligation to provide information must be exercised within 14 days after the agreement has been formed, except insofar as a longer period has been prescribed by law.

Clause 15. PRIVACY 1. The counterparty is deemed to have taken note of the privacy statement of Helcosol and to have agreed to the processing of his personal details described therein. 2. The counterparty is deemed to be aware that Helcosol processes the personal details of the counterparty including the details concerning the activities of the counterparty on our website such as pages visited, the time spent on various parts of the website, the internet address of the website from which the counterparty came and products or service ordered by the counterparty. Helcosol retrieves these data from a database used for the performance of the agreement as well as for taking measures to improve the service provision to the counterparty or to provide the counterparty with further information or offers. 3. If required, a counterparty is entitled to inspect and correct the details which Helcosol has collected with regard to him. The counterparty is entitled to request Helcosol to remove or screen the appropriate details of the counterparty. Helcosol will respond to this request within 4 weeks after weighing the respective interest of Helcosol and the privacy interest of the counterparty. In the event of a decision to screen or remove details, Helcosol will inform the counterparty of the extent to which the use of products or services made by the counterparty can be restricted or prevented because of this.

Clause 16. APPLICABLE LAW AND DISPUTE SETTLEMENT 1. The offers, quotations made by Helcosol and all agreements entered into by Helcosol are exclusively governed by Dutch law with the exclusion of the Vienna Sales Convention. 2. All disputes of any nature whatsoever in connection with or arising from agreements entered into by Helcosol will be settled by the competent district court situated within the jurisdiction in which Helcosol has its registered office. Insofar as a dispute is covered by the jurisdiction of the district court, sub-district section, the district court, sub-district section will have jurisdiction according to the provisions in the Dutch Code of Civil Procedure. Helcosol reserves the right to turn to the court which has jurisdiction pursuant to applicable law.