

CONDITIONS OF PURCHASE

- Unless otherwise agreed in writing, these conditions of purchase apply to all our orders and to agreements entered into with us.
Conditions of the seller shall be operative only if and as far as explicitly agreed upon in writing.
By accepting and processing of the order the seller declares to accept these conditions.
- Orders will be binding upon us only after they have been confirmed in writing by an authorized person.
- If the order is not executed in compliance with the instruction, we have the right to cancel the agreement without being obliged to give notice of default or to invoke the intervention of the court, without prejudice to our right to claim compliance and/or damages.
- The seller shall deliver the goods within the time and at the location, mentioned in the order.
By simply exceeding the time referred to, the seller shall be in default without any reminder being obligatory.
In that case a penalty of 2% of the price of the goods, which are delivered late, may be imposed for each week of delay upto a maximum of 20%, without prejudice to our right to claim full damages.
We are entitled to cancel an order fully or partially, without being obliged to give notice of default or to invoke the preceding intervention of the court in case the seller is declared bankrupt, in case suspension of payment is granted and also in case he does not or does not in time comply with his obligations, without prejudice to our right to claim compliance and/or full damages.
- We are not obliged to accept over- or under-deliveries.
If the seller delivers less than the ordered quantity, we are entitled to cancel the agreement fully, without prejudice to our right to claim compliance and/or damages.
- Payment will not renounce our right of rejection and refusal.
- All models, dies, moulds, jigs, gauges, drawings or other auxiliaries, hereafter to be called "models", both together and individual, procured or prepared by the seller specifically for the execution of an order placed by us, become our property as soon as they have been delivered to the seller or as soon as they are completed, and the delivery to us shall coincide with the delivery to the seller or with the completion.
The seller shall, as soon as delivery to him has taken place or the models have been completed, submit to us a written statement, from which transfer of property is apparent. The seller will retain these models on loan from us as long as these are not handed over to us. He shall clearly mark these as being our property and inform third parties, which might seek recourse against these, of our proprietary right. He shall immediately inform us of such action.
The seller is not entitled to use the models, nor to allow third parties to use these, for or in connection with any purpose other than the order, issued by us.
The models, referred to in this article, do not have to be paid by us before the seller has submitted to us a receipt stating that he has discharged his obligations in this matter fully.
In case the seller does not or does not in time comply with his obligations, or in case of his bankruptcy or a petition in his bankruptcy, in case of suspension of payment, and also in case a distraint is levied on one or more of his goods, we are entitled to collect the models. In connection with this the seller authorizes us to enter his premises.
- Whatever is made available by us to the seller, including but not restricted to materials, tools, semi-manufactured products and auxiliaries, will remain our property and we are always entitled to take these back whether or not they have been processed and/or used by the seller. In connection with this the seller authorizes us to enter his premises.
The seller will be liable for damage and/or loss of the goods, referred to.
- We do not carry any responsibility for materials, tools and other goods, belonging to the seller, irrespective whether these are on or outside our premises and irrespective how the damage and/or loss is caused and he will indemnify us against such claims from contractors and other third parties.
- When the goods ordered arrive at the ultimate place of destination they will be inspected by us or on our behalf in accordance with the contractual specifications. In case of rejection we shall inform the seller accordingly and we shall be entitled at our option either:
a. to give the seller an opportunity to replace the goods, if we consider this possible and appropriate; or
b. to cancel the order, without being obliged to give notice of default or to invoke the intervention of the court, and without prejudice to our right to compensation for all the expenses and damages resulting from a wrong or insufficient execution of the order.
We shall have the right either to retain the goods rejected until the seller has given instructions as to their disposal or to return the goods at the seller's expense to the last.
Property and risk of the rejected goods will be in the hands of the seller from the date the relevant information is sent to the seller.
- Inspection of the goods at the premises of the supplier does not imply acceptance. The goods become our property as soon as the manufacturing is completed or these are delivered by the sub-contractor and the seller declares that he will hold these goods for us from that time on and submits us a written statement about that. The risk of the goods shall however remain with the seller until the order is executed completely and the goods have arrived and are unloaded at the location of destination.
- The seller warrants that all the goods ordered are suitable for the purpose for which they are destined, provided that either he has been informed of such purpose or the same is explicitly clear from the nature of the goods, and that the goods are in conformity with the specifications agreed; the seller further warrants that the goods are of good quality and free from design and manufacturing faults and material defects. The seller is liable for all damages, caused by not meeting the said requirements.
- The seller undertakes that the goods delivered to us do not infringe any patent rights of third parties and indemnifies us against claims in this respect, the seller shall reimburse any expenses incurred by us and/or damages.
- As rate of conversion the official rate on the day of payment will be applied. Payment will take place in the currency as stated on the order.
- As regards the presentation for transport and the shipment of dangerous goods, the seller shall strictly observe the relevant statutory instructions, regulations of international conventions and international agreements for transport.
The seller indemnifies us against claims to compensation, which could be enforced against us by third parties through defaults of the seller in this respect. The seller can not invoke any information on such instructions, conventions and agreements possibly supplied by us in order to be released from the liability to indemnify mentioned in the preceding paragraph.
- The seller is obliged to keep absolute secret from third parties all the concerns of our enterprise, in the widest sense of the word, including data on standards, models, drawings, diagrams and constructions which may have come to his knowledge through the order and he binds himself to impose the same obligation on employees or others, who work for him or on his behalf.
- These conditions of purchase have been filed with the Chamber of Commerce of Meppel under nr. 1549.
- Dutch Law will be applicable to these conditions of purchase.
All disputes arising out of or relating to these conditions will have to be submitted to the competent Court of Assen.

Emmen, 4 mei, 1994.

CONDITIONS OF SALE

- Unless otherwise agreed in writing, these conditions of sale apply to our quotations, to orders received from buyers and to agreements entered into with us. Conditions of the buyer shall be operative only if and as far as explicitly agreed upon in writing. By issuance of the order the buyer declares to accept these conditions.
- Orders from the buyer are binding and can not be countermanded, also not in case we have not acknowledged these or in case the delivery time is longer than the requested delivery time. We reserve the right to refuse orders.
- Our quotations are without engagement in all aspects.
- Prices are, unless indicated differently by us, ex works, excluding duties, excluding taxes, including packing, and are based on the manufacture of one continuous production run. They are based on cost factors, applicable at the moment of the quotation or the acceptance of the order. Increase of cost factors may be charged.
- Conformity to the buyer's specification is not guaranteed unless the buyer's part-number and print revision are stated in the order, and also drawings are made available to us.
- Specifications, issued through our datasheets are subject to change without notice and do not bind us.
- "Certificates of Compliance", "Source Inspection" or testdata to specific government or commercial standards have to be specified for at the moment of ordering and are subject to charge.
- In case the buyer pays for the cost of dies, moulds, jigs, gages or other tools, they shall remain our property and be retained and maintained by us.
- Delivery time starts when all technical details have been agreed upon, and any buyer supplied parts have been received by us, without prejudice to the provisions in clause 10.
- Delivery times are estimated to our best knowledge and in the expectation that the required materials and services will be provided to us in time. Exceeding of the delivery time however can not give a claim to indemnity nor imply a reason to dissolve the agreement, except for wilful act or gross negligence on our part. When the goods, after the delivery time is due, have not been accepted by the buyer, they are at his disposal and can be stored by us, at all events for his account and risk.
- If the production process is interrupted upon a request from the buyer, all costs originating from the interruption are for the account of the buyer.
- Cancellation of an order or termination of an agreement shall be exclusively upon our consent. In that case the buyer shall be due:
a. the sales price with regard to products already finished at the moment of cancellation;
b. the direct and indirect costs made by us, increased with the profits on the whole order, with regard to products not yet finished at the time of the cancellation.
- In the event that we by "force majeure" are unable to carry out the agreement, we are entitled to suspend delivery or to cancel the order, fully or partly, without damages being due.
The understanding of force majeure includes also strikes, materials not supplied or not supplied in time, or services by third parties not rendered or not rendered in time.
- Risk of the goods passes to the buyer at the moment of shipment ex works.
- If shipping instructions are not specified in the order, we are free in the way of shipment, without obligation to do so the cheapest way.
- Minimum ordering is €250,- per item, with a minimum of €500,- per order, unless stated otherwise in our quotation, pricelist or orderacknowledgement.
- We reserve the right to under- or oversupply and to under- or overcharge the buyer accordingly within certain limits:

Ordersize	under	over
1 - 99 pieces	- 0 %	+ 3 %
100 - 499 pieces	- 3 %	+ 5 %
500 - 1499 pieces	- 15 pieces	+ 25 pieces
1500 - pieces and up	- 25 pieces	+ 50 pieces
- Payment is due within thirty days from invoice date, without any deduction or cash-discount, unless otherwise has been agreed in our quotation, pricelist, orderacknowledgement or invoice.
After this term per fourteen days one percent of the invoice amount will be due for administrative cost and interest without an obligation to send any reminder or to give notice of default.
All cost, judicial and extrajudicial, associated with collection are for the account of the buyer, on the understanding that the extrajudicial cost is fixed at a minimum of 15 % of the amount due.
- Merchandise remains our property until it has been paid completely and can be taken back at all times as long as full payment has not taken place. In connection with this the buyer authorizes us to enter his premises.
- In case the buyer does not or does not in time comply with his obligations, or in case of his bankruptcy or a petition in his bankruptcy, in case of suspension of payment, and also in case a distraint is levied on one or more of his goods, the buyer will be considered to be in default without an obligation to send any reminder or to give notice of default and we have the right at our option to have further deliveries take place exclusively against payment or security, or to suspend delivery, or to dissolve the agreement without being obliged to invoke the intervention of the court, without prejudice to our right to claim full damages.
- The quantities counted by us before shipping will be due for payment by the buyer.
- We are always entitled, before delivery or to continue delivery, to require sufficient security for the fulfillment of the payment obligation, and/or to ask complete or partial pre-payment.
- Claims concerning execution, damage, etc., of the goods supplied by us, do not change the financial obligations of the buyer with regards to the payment of our goods.
- We warrant for the reliability of the materials used in and the proper construction of our products, provided that our liability consists exclusively of an obligation to substitution or repair of the supplied products at our sole option. Under no condition we have any further liability than mentioned in this article, not for other direct or indirect damages either. Buyers commit themselves to indemnify us against all claims which third parties may have against us with respect to goods supplied by us.
- No warranty will be applicable if either:
a. products have been modified or reworked by the buyer or third parties;
b. products have been used beyond our specifications;
c. products have been damaged due to carelessness or accident;
d. claims on quality have not reached us in writing within thirty days after date of invoice;
e. damage is caused by misuse;
f. in case of visual defects, which are recognizable by accurate inspection, the damage is not reported within two weeks after receipt of the goods;
g. not is demonstrated to our satisfaction that the defect is caused by poor quality of the materials used or by improper construction of our products.
- Returnships are only accepted if approval thereto has been given by us, and reach us freight prepaid, sufficiently packed, within thirty days after the date of said approval.
- These conditions of sale have been filed with the Chamber of Commerce of Meppel under nr. 1549.
- Dutch law will be applicable to these conditions of sale. All disputes arising out of or relating to these conditions will have to be submitted to the competent Court of Assen.

Emmen, 4 mei, 1994.