GENERAL CONDITIONS OF TOPEC BV

Deposited at the Chamber of Commerce in Rotterdam

A: with regard to the sale and delivery of products and related

- Article I General

 1. These General Conditions of Sale and Delivery apply to all offers, orders, contracts of sale, contracts for services and other agreements relating to deliveries of products and/or services to be made by Topec &V (Topece') and all the provisions hereof shall apply between the parties, unless both parties expressly provide otherwise, in writing.

 2. For the purpose of these conditions of delivery:
 Tope; the party relering in his quote to these conditions; errors, and the dorementioned quote(s) is (are) directed.

Article II - Quote 1. Each quote made by Topec involves no commitment.

Article III - Agreement 1. If the agreement is concluded in writing, it is considered as complet-ed on the day the contract is signed by the Principal, or on the day of dispatch of the written confirmation of the order by Topec. 2. Verbal promises, arrangements or other juristic acts shall only be binding upon us if made or performed by persons holding a specific proxy or persons with other powers of representation.

- proxy or persons with other powers or representation. Article IV Price 1. Unless stated otherwise, by us, the prices quoted are based on de-livery EXW or DDP in accordance with the most recent version of the INCUTEMNS, and do not include packaging. VAT and other charges levied by the government on sales and deliveries. 2. If assembly and/or putting into operation of the product to be deliv-ered has been agreed with the Principal, the price is, unless else-where directed in the agreement, calculated including the agreed assembly and delivery of the product in operating other at the loca-tion referred to in the quote, including all costs, but excluding value added tax. If, after the date of completion of the agreement, one or more of the cost price factors have been subject to a rise, even if this occurs as a result of Togese able circumstances, Topes is entitled to raise the agreed price accordingly. Leach quote of Topes is based on implementation of the agreement under normal circumstances and during normal working hours.

Article V - Drawings, calculations, descriptions, models tools etc.

- icicle V- Drawings, calculations, descriptions, models, list etc. Data listed in catalogues, illustrations, drawings, statements of dimensions and weights etc. are only binding if and insofar as they have been explicitly included in a contract signed by the Principal and Topec, or in a confirmation of the order signed by Topec. Quotes given, as well as drawings, calculations, software, descrip-tions, models, colo, etc. made or provided by Topec-remain the prop-erty of Topec irrespective of whether costs have been charged for these. The information enclosed in or underlying the manufacturing and construction methods, products etc. remain exclusively reserved to Topec even if costs have been charged for these. The Principal vouches that the information we provide will be used solely and ex-clusively in connection with the agreement and the will not use that information in any manner that is in breach of the intellectual rights of third parties. The Principal shall indemnify us in respect of all direct and indirect consequences of claims asserted against us by third parties as a result of the violation of the rights referred to in the foregoing sub-clause. 2.
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Article VI - Delivery and delivery time 1 The delivery time commences on which ever of the following times is

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 The delivery time commences on which even of the following times is lats:

 a. Budget of the expression of the delivery time commences on which even of the following times is the part of the requisite documents, data, permits, etc. for implementing the order:
 b. the day of receipt by Topes of the requisite documents, data, permits, etc. for implementing the order:
 b. the day of receipt by Topes of the requisite documents, data, permits, etc. for implementing the order:
 b. the day of receipt by Topes of that which in accordance with the agreement had to be paid in advance, prior to commencing the work. If a delivery date or week. The delivery time is the part of between the date of completion of the agreement and the delivery date or week.
 The delivery time is based on the working conditions at the time of completion of the agreement and on delivery in good time of the may terrals ordered by Topes of implementing the work, if due to no fault of topes a followy rises as a result of a change to the said working all, or at least can be placed within his power and the delivery time will be extended insofar as is necessary.
 With reference to the time of delivery, the product is deemed to be delivered, when it is available for transfer of ownership to the Principal has been informed of this, without prejudice to the ebligation of Topes to comply with any commitments regarding assembly or installation.
 Notwithstanding the provisions set forth elsewhere in these conditions with regard to extending the delivery time is extended by the duration of the delivery time is extended by the duration of the deliver the delivery time is a result of a change to be performed any conditions to be agreement.
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- damages suffered as a result of the cancellation.
 Article VII Assembly and installation
 The Principal is responsible vis-4vis lope for implementing correctly and in good time all arrangements, facilities and/or the correct operation of the product to be assembled and/or the correct operation of the product to be assembled and/or the correct operation of the product to be assembled state, except and inso that such as the provide the analysis of the product to be assembled state.
 Notwithstanding the provision of paragraph 1. the Principal shall in any event arrange at his swore expressed nisk that:

 a. the employees of Topec or the employees of installation, can commence their work and continue performing their work during normal working hours and moreover, outside normal working hours in this is deemed necessary by Topec provided the Principal has been informed of this subcontractors, as required by rithe of governmences of Exponences of Exponences as the paragraph 1. regulations, the agreement, or practices.
 b. suitable accommodation with all conveniences becomes available commodation with all conveniences becomes available commodation with all conveniences becomes any required by rithe of government is egulations, the agreement or the engotes of force or the engotes.
 b. the register the pace of installation is suitable for
- the requisite transport; the designated place of installation is suitable for storage and assembly; d.
- the necessary lockable storage sites for equipment, tools and other matters are precent: e.
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- the recessing fockadie storage sites for equipment, tools and other matters are present; the requisite and usual auxiliary workers, auxiliary equipment, additives and industrial materials (tuel and lubricants, polishing and other small materials, gas, water, electricity, steam, pressuriced air, heating, lighting etc.) as well as the normal measuring and testing equipment for the business of the Phricopal, are available for focee employees and its subcontractors in good time, free of charge and in the right nare.

- article have not been complied with or not in good time, are to be paid for by the Principal. With regard to the assembly/installation time, article VI is likewise

Article VIII - Transfer of risk and ownership

- ticle VIII Transfer of risk and ownership Passing of the risk in respect of all direct and consequential damages is in principle, determined by the Incorem used in clause IV How-ever if the Principal, after being given notice of default, continues to fail to accept the product. Tope will be entitled to charge the Principal for the costs of storing the product. Without prejudice to the stipulations of the foregoing paragraph and of clause VI paragraph 3. Title to the product should not pass to the Principal once all amounts due to us from the Principal in connection with the delivery or related work have been settled in full, including intert and costs. Should the occasion arise. Topes will be entitled to unimpeded should the decasation arise. Topes will be entitled to unimpeded condition with regard to wrentship given in paragraph 2, by taking back the delivered products, including any disassembly that may be required.

- Article X-Invoicing and payment
 Unless otherwise agreed, the agreed price will be invoiced as follows:
 a. 30% on awarding the order, 70% prior to delivery as referred
 to in art. VI paragraph 3;
 b. upon delivery of parts or accessories: for the full amount.
 Unless otherwise agreed, payment must be made, without setoff
 and including additional costs), before or a purchase or at deliv-ery of the sold goods. We do not accept payment in cash, but only
 payment by debit card, bank transfer or credit card. Payment terms
 will be seen as a fatal terms. We can attach conditions to credit card
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- Antice X Claims and guarantee announce part of overcar parts.
 Article X Claims and guarantee
 1. Claims with regard to visible defects must be made, immediately after receipt to the product, but at the latest five days after the actual transfer of the product to the Principal, in a written specified notification to Topec. Claims with regard to non-visible defects must be submitted immediately after their discovery, but in any event within the guarantee period referred to in paragraphs 2 and 3, in a written, specified notification by the Principal to Topec. Should the said period be exceeded, all claims vis-a-vis Tope claips with regard to non-visible defects used to a said defect. Legal claims in this matter should be submitted within a vier after the claim has been submitted in good time, on pain of the claim cassing to be valid.
 - claim ceasing to be valid. Notwithstanding the constraints set below, Topec vouches for the soundness of the products supplied and for the quality of the ma-terials used and/or supplied for these products, for a period of 12 months subsequent to delivery in accordance with article VI para-graph. 3, excluding visible defects. If Topec has gueed in assembly or installation, the aforementioned obligation of Topec applies for a period of 12 months subsequent to assembly or installation, but a the latest up to 18 months after delivery in accordance with article VI paragraph.

 - The initial time intermentation of the present of the second of the second the second of the second the seco
- Will grant topec assistance in any decadance, in an entry tope assistance in any decadance of the Principal may have a necessary repair carried out by a third party for the account of Topec. This insofar the costs of this repair are reasonable. In order to establish whether these costs are reasonable the costs price level of Topec will be the standard. Topec will designate the third party who may carry out the necessary repair in consultation with the Principal. Repair by a third party in accordance with this paragraph is only possible: if Tonar is unable or not able in good time to repair the defect
- ssible: if Topec is unable or not able in good time to repair the defect in its premises, or when it comes to a disproportionate difference between the

- when it comes to a disproportionate difference between the necessary costs of transporting of the product to the workshop of Topec and the costs of repairing this insitu, or if in connection with the circumstances of the Principal it cannot be required to have him carried out the repair in a workshop of Topec.
 nor come under the guarantee are those occurring which are fully or partially the result of:
 a failure on the part of the Principal to have due regard for oper-ating and maintenance regulations or other use than is normally anticipated; 6.

- ating and maintenance regulations or other use than is normally anticipated.
 b. defacts not due to material and/or constructional faults, such as defacts anising from normal ware and tear, internal and external, orverheating, overheating, and/or letting the product fail:
 assembly/installation or repair by third parties with the exception of that which is referred to in paragraph 5 including the Principal.
 materials or products applied at the request of the Principal, ematerials or products which have been provided for treatment or processing by the Principal to Topec.
 materials, and paint data and constructions, which have been applied at the explorition for the Principal.
 materials and products supplied for the request of the Principal.
 If the Principal Tails to comply with any obligation deriving from the contract that hes accoulded with Topec or a contract connected with i to re does not do so properly or in good time, Topec cannot be held to any guarantee in these agreements, however it is referred to.

- If the Principal resorts to or has resorted to disassembly, repair or other work with reference to the product without the prior written approval from Opeca ell entitlement under guarantee leapes. If fopec replaces parts and products in order to comply with the guar-antee obligations, these parts and products become the property of Topec. The original guarantee period is not extended upon replace-

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Writing. The repair costs comprise: - costs for expertise;

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Article III - Price and conditions of payment Prices given by Topec are always based on direct payment and redebog unless otherwise is agreed in

labour, supervision of inspectors and mechanics at current

Iabour supervision of inspectors and mechanics at current rates:
 charges of subcontractors or suppliers;
 travel and accommodation express of employee(s) of Topec and/or its subcontractors or suppliers;
 costs of used parts;
 costs of auxiliary materials including cleaning agents and lubricants, fuel et c.;
 any additional costs for testing or environment surcharge.
 Uhless otherwise agreed, payment must be made, without storf (and including additional costs). before or at purchase or at delivery of the solid goods. We do not accept payment in cash, but only payment by debit card, bank transfer or credit card. Payment terms will be seen as aftal terms. We can attach conditions to credit card payments, collection is made through judicial for other administration costs and the judicial and extra judicial costs shall be borne by the Principal in the amount paid or work by us.

shall be borne by the Principal in the amount paid or ovied by us. Article IV – Conditions in connection with repair work 1. If the repair or revision will be carried out in the workshop of Topec all transport and other costs that will be incurred outside the Topec workshop as wells as all risks relating to the matters to be repaired and/or revised are to be paid for by the Principal. 2. If the repair or revision is carried out on the location of the object, the Principal must: estimation work can be carried out in an area that is is clean and where sufficient light and if necessary water is present this area must be locatile; are the same time the Principal has to see to it that all regulations with regard to safety, for prevention, etc. have been compiled with; ensure that the mechanics of Topec or its subcontractors, can commence work immediately upon arrival at the site of the activities and can continue to work undisturbed; take responsibility for all costs which arise if the mechanics of Topec or its subcontractors cannot commence work immedi-ately upon arrival, or are forced - for no fault of their own - to interrupt the work or have to continue the work outside normal working hours. Provide locating and the site of the asset of the activities and can be repaired and to make gravitable electrical energy, fuel, weder etc. as well as shelving, lifting. In bisting and transport enumered.

available detrical energy, fuel, water etc. as well as shelving, lifting, hoisting and transport equipment; make available assistance upon first request of the mechanics

make available assistance upon first request of the mechanics of Pon Power tee of charge; pay for all the costs of activities such as dismantling of pipelines, discharge pipes, steps, landings, etc., which are net essary for implementing the work properly and the assembly and installation of these again, subsequent to the repair, take all necessary safety and precautionary measures and maintain these and take measures and maintain these as to comply with applicable regulations of the government with regard to the work. Take out insurance, to the satisfaction of Topec against every form of damage arising as a result of accident or the caused during the reparation or implementation of the work assigned to Topeca and to the responsibility for the sound operation of re

duration of the work. Topec can reject the responsibility for the sound operation of re-paired or revised products or part thereof if it is enforced to accept the assistance of the employees of the Principal for instance as a result of setting the time of repair too narrow by the latter or for other reasons for poec cannot be biamed for. Costs arising as a result of the non-performance of the conditions as listed in this article will be for the account of the Principal.

ticle V – Guarantee and liability
Topec only accepts responsibility for the sound operation of the repaired or revised products or part thereof if.
the repair has been carried out with all the activities, innovations, adjustments and deliveries as found necessary by Topec;
the method of carrying out the activities, supervision and the number of mechanics and assistants needed for the work to perform has been determined by Topec;
the Principal refrains from any form of intervention in the nature and/or the implementation of the activities.
With due observance of the provisions of paragraph 1 of this article, Topec grants six months guarantee on all repair or revision work carried out, which period commences, either, immediately after the repaired of revised products have been tested by Topec.
the since the Principal, respective of the later will put the repaired of revised products immediately after the repaired of revised products immediately and the repaired of revised products immediately after on the base of the repaired of the second of th

been wrongly assembled by the Principal or by third parties, no guar-antee is given. The liability of Topec is confined to performance of the guarantee obligations described in this article. With the exception of gross neg-ligence on the part of Topec and with the exception of the provision of paragraph 2, al liability of Topec such as liability for interruption of business, other consequential loss, and loss as a result of liability vis-a-vis third parties, is excluded. The Principal is obliged to hold harmless and indemnify Topec with reference to all claims of third parties for compensation of damage for which the liability of Topec, in relationship with the Principal has been excluded in these conditions.

Article VI – Disputes and applicable law 1 Unless a dispute is within the competence of a judge of a subdistrict,

all disputes arising from a quote, agreement or a derived agreement and to which these general conditions are applicable, will be submit-ted to the district court at Dordrecht.

butch law will be applicable to all agreements to which these condi-tions are applicable in full or in part, unless departed from in writing and signed by both parties.

Arrus signed by both parties.
 Arrise shall render their full cooperation in order to enable the other party to full fits a obligations under the applicable relevant laws and regulations in respect of the protection of personal data.
 In partiming its obligations in the course of the Agreement. Topec shall comply with any and all applicable relevant laws and regulations in respect of the protection of personal data relating to Principal and the Agreement.
 Topec shall process personal data relating to Principal and magnitude relevant laws and regulations under the Agreement.
 Topec shall process personal data relating to Principal and massures to protect personal data relating to Principal and massures to protect personal data relating to Principal and massures to protect personal data relating to Principal against unauthorized or unlawful processing.
 If deemed necessary, the Pon Data Processing agreement shall how tatabiles Attachment to Necessing.

or unlawful processing. If deemed necessary, the Pon Data Processing agreement shall be at-tached as Attachment to these Terms and conditions of sale by Topec and signed by Principal.

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been excluded in these conditions

Article V – Guarantee and liability

- ment. As regards inspections, consultancy and similar operations carriec out by Topec no guarantee will be given. Nor can Topec accept any responsibility for designs and parts made available by the Principa
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- Article X1 Liability
 The liability of Topes is confined to compliance with the guarantee obligations described in article X of these conditions.
 With the exception of gross negligence on the part of Topes and with the exception of the provisions of paragraph 1, all liability of Topes such as loss through business interruption, other consequential loss and loss as a result of liability vis 4-wis third parties is excluded.
 Consequently Topes is not liable for: a other rights of third parties as a result of liability vis 4-wis third parties is excluded.
 Consequently Topes is not liable for: a other rights of third parties as a result of liability wis 4-wis third or on behalf of the Principal.

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- parties as a result of the use of data provided by or on behalf of the Principal; damage or loss, through whatever cause, arising from raw matterials, semimanufactures, models, tools, and other matters made available by the Principal; transport difficulties, fire and other serious disruption to our business on that of our supplies; would into the Principal; environment of the principal; service of the Principal; If Topec without being assigned to carry out the assembly, provides assistance and help of whatever kind in the course of the assembly, this will be done at the risk of the Principal. The Principal is obliged to hold harmless and indemnify Topec with reference to all claims of third parties for compensation of damage for which the liability of Tope in relationship with the Principal been excluded in these conditions.

Article XII - Force majeure
1 For the purposes of these General Terms and Conditions of Sale and For the purposes of these General Terms and Conditions of Sale and Delivery, force majeure shall mean: any circumstance as a result of which performance is prevented or made unreasonably difficult and also, insfar as not already included within that definition, way threat of war, civil war, riot, industrial action, lockout, transport difficulties, fire and other serious disruption to our business or that of our suppliers.

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Article XIII - Suspension and dissolution
1. In the event of an impediment to the implementation of the agreement arising as a result of force majeure Topec shall be entitled, without the intervention of the court, to suspend the implementation of the agreement for a maximum of 6 months or to dissolute the agreement in full or in part, without being obliget to pay any compensation. During the suspension Topec is empowered, and at the end of this obliget to out for implementation or full or partial dissolution. Topec is entitled to require immediate payment for all that already has been performed for the implementation of the agreement.

- dissolution, lope is entitled to require immediate payment for all that aiready has been performed for the implementation of the agreement. If the agreement is a second with loge of rom a coherent agree-ment, or fails to do so properly or in good time, or if there is a good ground for facing that the Principal is unable to will be unable to comply with the contractual commitments vis-à-vis Topes as well as the ease of bankrupty, suspension of payment, closure, liquida-tion or partial transfer for collateral or otherwise, of the Principal's business including the transfer of a major portion of his receivables, Topes is entitled, without notice of default and without the interven-tion of the court, to suspend the implementation of each of these agreements for a maximum of 6 months or to dissolve them in full or in part without being held to any compensation or guarantee and notwithstanding the further rights accuring to Topes. During the off for implementation or full or partial dissolution of the suspended agreements. In the ease of suspension and/or dissolution by virtue of paragraph 2 the agreed price becomes immediately due with deduction of the suspension or dissolution. The Principal is not entitled to claim dissolution of the agreement with retraceative force.

Art. XIV – Disputes and applicable law

- Unless a dispute is within the competence of the subdistrict court, all disputes arising as a result of a quote, agreement or otherent agreement to which these general conditions are applicable, will be applicable and the applicable and applicable and the back here will be applicable to all operations. Data here will be applicable in due to in part, unless this is departed from in writing and signed by both parties.
- Art. XV Privacy and personal data

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- LX Privacy and personal data Parties shall render their full cooperation in order to enable the other party to full its obligations under the applicable relevant laws and regulations in respect of the protection of personal data. In performing its obligations in the course of the Agreement, Topes shall comply with any and all applicable relevant laws and regulations in respect of the protection of personal data relating to Principal only on behalf of Principal, in so far as required for the performance of its obliga-tions under the agreement. Topes shall implement appropriate technical and organizational measures to protect personal data relating to Principal against un-autiforized on under law personal data relating to Principal against un-autiforized on under law personal data relating to Principal against un-autiforized on under law personal data relating to Principal against un-autiforized on under law personal data relating to Principal against un-autiforized on under law personal data relating to Principal against un-autiforized on under law personal data relating to Principal against un-autiforized on under law personal data relating to Principal against un-autiforized on under law personal data relating to Principal against un-autiforized on under law personal data relating to Principal against un-autiforized on under law personal data relating to Principal against un-autiforized on under law personal data relating to Principal against un-autiforized on under law personal data relating to Principal against un-autiforized on under law personal data relating to Principal against un-autiforized on under law personal data relating to Principal against un-autiforized against under law personal data relating the personal data relating to Principal against un-autiforized on under law personal data relating the personal data relat

B: With regard to repairs, revision and other services

- Article I General 1. These General Conditions of Sale and Delivery apply to all offers, orders, contracts of sale, contracts for services and other agreements relating to repairs, servicing or other services to be performed or rendered by Dopec and all the provisions hereof shall apply between the parties, unless both parties expressly provide otherwise, in writing.
- otherwise, in writing. In these terms and conditions, the following definitions apply: Tope:: the party that refers to these terms and conditions in its offer(s). Principal: the party to whom the aforementioned offer(s) is (are) addressed.
- (atte) adurtessed.
 Article II Quote and agreement
 1. If either party confirms previously made arrangements in writing, the agreement shall take effect as a result of that confirmation. If this confirmation is accomparied by a general description within two working days of receipt of the confirmation, the description will be deemed to reflect the arrangements made.
 2. If the Principal himself determines the extent of repairs or servicing, and/or which parts are to be replaced and, in our opinion, this does not provide sufficient guarantee with respect to the outforme of the work to be done, we may reluse to perform the order without being obligied to pay any compensation.
 3. Arything that is established by us in consultation, in writing or otherwise, with the Principal during the performance of the agreement over and above the work expressly stipulated in the written agreement over and above the.