



GENERAL PURCHASE CONDITIONS

of Paques B.V., having its registered office in Balk, and of all its Group Companies, filed on 9 November 2010 at the Chamber of Commerce for Noord-Nederland, in the Netherlands under number 01035327.

1. Definitions

"Purchase Conditions": these General Purchase Conditions of Paques;

"Supplier": the (potential) counterparty of Paques in connection with purchasing products and services and contracting out work;

"Supply": the products or services to be provided or the work to be performed;

"Paques": Paques B.V. or the respective Group Company(ies).

"Group Companies": legal entities and companies as meant in Article 24a and 24b of Book 2 of the Dutch Civil Code.

2. General

2.1 The applicability of any general conditions used by the Supplier is hereby explicitly rejected.

2.2 The Purchase Conditions apply to all legal relationships of Paques whereby Paques acts as the (potential) purchaser of products or services or as the (potential) contracting party for work.

2.3 These Purchase Conditions can only be deviated from in writing.

2.4 In these Purchase Conditions the term 'in writing' also means via fax, e-mail, Internet or other electronic means.

3. Agreement

3.1 All offers from the Supplier are irrevocable and are valid for 90 calendar days unless otherwise agreed.

3.2 All negotiations can be terminated at any time by Paques without stating any reasons and without obligation to pay any compensation.

3.3 An agreement or any amendment to it will only be effected between Paques and the Supplier if the Supplier has signed and returned Paques' order form to Paques, Paques has accepted in writing an offer of the Supplier or the Supplier has begun to perform the Supply in accordance with Paques' order form. Paques can cancel an order placed by them as long as the Supplier has not signed and returned Paques' order form.

3.4 If provisions in the agreement between Paques and the Supplier have been agreed which are contrary to the provisions in the Purchase Conditions, the specific provisions in the agreement will prevail.

3.5 If Paques refers in the agreement or the associated Annexes to technical, safety, quality or other provisions not attached to the agreement, the Supplier is deemed to be aware of these unless he has informed Paques immediately in writing to the contrary. Paques will then further inform the Supplier about these provisions.

3.6 If in connection with the performance of the agreement drawings, specifications, instructions, inspection rules and the like are used, provided or approved by Paques, they will form part of the agreement.

3.7 Contract variations will only be accepted by Paques if they have been agreed in writing with a person authorised by Paques to this end.

4. Delivery date and delivery

4.1 Delivery will be DDP (INCOTERMS 2000) at the address indicated by Paques unless otherwise agreed.

4.2 The agreed delivery dates are deadlines. The mere breach of the delivery date constitutes the Supplier's default without any further written notice of default being required.



4.3 Should the delivery date be exceeded the Supplier will owe Paques a penalty immediately due and payable of 2% of the total price due for each week or part thereof by which the delivery date has been exceeded on the understanding that this penalty shall never amount to more than 10% of the total price due. The said penalty can be reduced by Paques from the price owed by Paques without any judicial intervention being required. This penalty does not replace any compensation pursuant to the law. Therefore apart from this agreed penalty, Paques is entitled to claim fulfilment, compensation and/or dissolution.

4.4 If delivery on time by the Supplier is or threatens to become impossible, he must notify Paques of this immediately.

4.5 The Supplier is only entitled to supply part-deliveries provided they have been agreed with Paques and do not lead to an increase in expenses for Paques. Paques will be entitled to return any part-delivery(ies) not agreed at the expense and risk of the Supplier. Deliveries before the agreed dates can only take place after the prior written consent of Paques and will not lead to a change of the originally agreed payment or warranty period.

4.6 In the event that Paques is not able to take receipt of the Supply on the agreed date due to force majeure, a failure of their customers or postponement of delivery to their customers, non-performance or cancellation of the orders by their customers, the Supplier will at Paques' request postpone the delivery without any extra costs for Paques for a reasonable period to be determined by Paques.

5. Packaging and transport

5.1 Any special requirements set by Paques with regard to the packaging, transport and/or security will be observed by the Supplier with due care provided these requirements have been communicated within due time. Paques is entitled to return the Supply to the Supplier at the latter's expense and risk if the terms and provisions meant above have not been complied with.

6. Transfer of title and risk

6.1 The title to the Supply will pass to Paques at the moment that the risk transfers to Paques in accordance with the agreed Incoterm failing which the title will transfer on delivery to Paques on the agreed location. In the event that Paques makes payments before the delivery, the title of the Supply up to the amount paid will transfer to Paques at the moment of payment.

6.2 If installation or assembly by the Supplier has been agreed, the Supplier will bear the risk until the installed/assembled Supply has been accepted by Paques in accordance with the provisions in Clause 13 or, if no supply test has been agreed, the Supply has been commissioned.

6.3 If Paques provides the Supplier with items for the performance of the agreement, including for instance raw materials, semi-finished products, materials and parts, models, specifications, drawings, software and information carriers, they will remain the property of Paques. The Supplier will retain these items clearly marked as the property of Paques on loan, as the borrower he will keep them at his own expense in a proper condition and bears the risk for loss or destruction of these items. The Supplier is obliged to take out insurance for these items at his own expense for the duration that he has these items on loan. The Supplier will use these items or have them used exclusively for the performance of the agreement. The Supplier will return these items immediately to Paques at his own expense after the agreement has been performed or has ended.

6.4 If the Supplier creates a new item from the items which were provided to him in accordance with Clause 6.3, these are items that Paques will have created for himself and the Supplier will retain them for Paques as the owner.

7. Prices

7.1 The prices are excluding VAT and fixed and based on delivery in accordance with the agreed Incoterm.

7.2 Additional costs which have not been explicitly accepted in writing in advance by Paques, will not be eligible for reimbursement.



8. Payment

8.1 The Supplier will send fully itemised invoices to Paques within 30 days after the delivery or the supply.

8.2 Payment will take place within 60 days after Paques has received the invoice.

This is subject to the right to deduct 2% discount in the event of payment within 8 days after the said time.

8.3 Payment by Paques does not entail an admission that the Supply complies with the agreement.

8.4 In the event of overdue performance Paques must be given a written notice of default. If Paques would owe interest due to overdue performance, it will be equal to the re-financing interest of the European Central Bank (ECB).

8.5 Paques is entitled to set-off claims by the Supplier valuable in money against claims by Paques and/or its Group Companies on the Supplier.

9. Warranty and indemnification

9.1 The Supplier is entitled to ascertain the purpose of the Supply, failing which he is deemed to be aware of (a) the purpose for which the Supply is intended and (b) the circumstances under which the delivery must take place.

9.2 The Supplier warrants that (a) the Supply is complete and suitable for the intended purpose; (b) the Supply is fully in accordance with the written requirements as included in the order, specifications, drawings, calculations and/or other documents provided by Paques; (c) the Supply is of good quality and free from design, execution and/or material faults and that new materials and expert personnel are used or deployed for performance of the activities associated with the Supply; (d) the Supply complies at least with the relevant regulations of the European Union regardless of whether the Supply is used within or outside the European Economic Area (EEA) as well as with the legal requirements and government regulations locally in force at the place of use unless otherwise provided for in the agreement; (e) he will provide the agreed result regardless of whether the Supply involves supplying products or services; (f) the Supply includes all relevant certificates, statements, attestations, assembly instructions, operating instructions, specifications, drawings, reports, tax details and other documents; (g) insofar as the Supply is provided at a location outside the industrial premises and/or sites of the Supplier, the laws and government regulations as well as the provisions declared applicable for that location by Paques or its client will be observed.

9.3 The Supplier warrants that the Supply will not infringe the rights of third parties including intellectual/industrial property rights and know-how, and indemnifies Paques fully against any claims by third parties in this connection.

9.4 The Supplier warrants that parts for the Supply and the maintenance required to keep the Supply in a proper condition for a period of 10 years, can be obtained by Paques from him or can be bought by Paques at prices in line with the market.

10. Warranty period / remedy of defects

10.1 Defects detected by Paques within a period of 24 months after the delivery or if Paques and the Supplier have agreed a supply test 24 months after the supply, must be addressed by the Supplier in accordance with the provisions of this Clause 10.

10.2 In the event of a remedy or replacement during the warranty period the warranty period for the remedied or replaced products and for all products which were non-usable as a result of the defect, will again become effective from the moment of commissioning or putting them into use after the remedy or replacement.

10.3 The Supplier is obliged to remedy the defects as soon as possible and in any event within the reasonable period set by Paques by means of a repair or replacement, this at Paques' discretion, at the location indicated by Paques unless Paques indicates that they themselves will arrange for the repair or replacement. In that case the provisions of Clause 10.4 remain in full force and effect.



10.4 The Supplier is obliged to bear all costs which must be incurred in order to remedy the defects under the warranty or non-conformity including but not limited to costs of materials, transport costs, travel and accommodation costs, assembly and disassembly costs and other labour costs.

10.5 Failing the proper performance of this obligation of the Supplier to remedy and/or perform it within the set period and also in urgent cases Paques will be entitled to do what is necessary or to have this performed by third parties at the expense and risk of the Supplier and Paques will inform the Supplier of this as soon as possible.

10.6 The ownership and risk of the replaced products remains with the Supplier from the moment of replacement onwards. The Supplier is obliged to collect these products or have them collected immediately unless Paques requests that they wish to retain these products for examination.

10.7 The Supplier is aware that Paques re-delivers the Supply to their customers all over the world. This does not prejudice Paques from submission of a complaint under the warranty or due to non-conformity and the Supplier will in that case remedy the defects in accordance with the provisions of this Clause. Paques will also be entitled to transfer the rights under the warranty to their customers.

10.8 The provisions of this Clause do not release the Supplier from his liability under the law.

11. Complaints

Paques is not obliged to examine on delivery the Supply provided /installed. Paques will inform the Supplier in writing of the complaint within two (2) months after detection of the defect or the non-conformity. Then the Supplier will remedy the defects within a reasonable period set by Paques in accordance with the provisions in Clause 10.

12. Testing/Inspection

12.1 Testing/inspection of the Supply can take place by or on behalf of Paques at the request of Paques at the Supplier's premises prior to the delivery or at Paques' premises after delivery or at Paques' customer after delivery. If the testing/inspection takes place at the Supplier's premises, the Supplier will have the Supply ready for testing/inspection at a time such that the agreed delivery dates can be complied with.

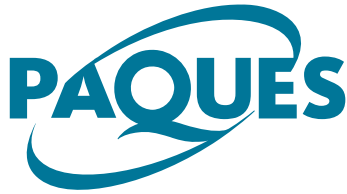
12.2 The Supplier will cooperate with the testing/inspection without any further costs for Paques and at Paques' request provide Paques with reasonable staff and material assistance for the testing/inspection. All costs of or in connection with the testing/inspection, except for the costs of Paques, their staff or other persons appointed by Paques as their representative, will be at the expense of the Supplier. If the testing/inspection is delayed through no fault of Paques or Paques rejects the Supply during the testing/inspection, any extra costs and any costs of subsequent tests/inspections (including the costs of the staff and representatives of Paques) will be at the expense of the Supplier.

12.3 If Paques rejects the Supply during the testing/inspection, the Supplier will be immediately obliged to offer the Supply which is lacking, repaired or replaced for testing/inspection notwithstanding any other rights Paques might have. In that case the provisions of this Clause 12 will have full force and effect. Rejection by Paques will not lead to a postponement of the agreed delivery period.

12.4 The testing/inspection of the Supply by or on behalf of Paques does not entail an acknowledgement that the Supply complies with the warranties given in Clause 10 or meets the agreement.

13. Supply test

13.1 If a supply test has been agreed between Paques and the Supplier, the Supplier must offer the Supply delivered or installed for a supply test on the date agreed between the parties in this connection in order to determine whether the Supply fully complies with the agreement. Paques and the Supplier will determine in advance and in mutual consultation the procedure according to which the supply test will be carried out. The Supplier will not offer the delivered/installed Supply before the supply test if he knows or can reasonably assume that the delivered/installed Supply will not pass the supply test successfully.



13.2 The supply test will be carried out by Paques in cooperation with the Supplier within a period further to be agreed between Paques and the Supplier.

13.3 The supply test will be completed successfully if the Supplier has received a written notice from Paques serving to that end possibly with a list of minor faults which do not prevent the commissioning of the delivered/installed Supply and which minor faults will be remedied by the Supplier free of charge within 5 working days after having received the said notice.

13.4 If the supply test has not been successfully completed, within 5 working days after the supply test the Supplier will adjust the delivered/installed Supply free of charge in such a manner that it will pass a subsequent supply test successfully. After this, the delivered/installed Supply will again be submitted for a supply test pursuant to the provisions in this Clause 13. All costs associated with this new supply test are at the expense of the Supplier.

13.5 If a supply test is completed more than three times without success, Paques will be entitled to dissolve the agreement with the Supplier without being obliged to pay any compensation and costs.

14. Insurance

The Supplier will take out adequate insurance for any of his liabilities pursuant to the legal relationship with Paques or pursuant to the law. At the first request Paques will be entitled to examine the insurance policies taken out to this end.

15. Industrial/intellectual property rights, secrecy

15.1 All (intellectual/industrial) property rights to the Supply, drawings, specifications, manuals, documentation, samples, software, etc., provided by Paques to the Supplier or which have been created by the Supplier as part of the Agreement, are fully vested in or accrue fully to Paques. Paques will not owe a separate fee for these rights and can freely dispose of them. The Supplier will cooperate with the formation of the necessary deeds of transfer (for instance with regard to the (intellectual/industrial) property rights) and hereby also authorises Paques irrevocably to draw up and sign such deeds on behalf of the Supplier.

15.2 If the Supply consists of developing/changing software, the Supplier will at the first request of Paques deliver free of charge to Paques the object code, the source code and all associated documentation. All this will be provided in such a manner that Paques will be able to use these effectively without any further efforts.

15.3 The Supplier is obliged to observe secrecy towards third parties of (a) all details/information/items/rights referred to in Clauses 15.1 and 15.2 and (b) all other details/information/items/rights provided by Paques or which he has become aware of in any other way with regard to Paques, their customers or other business relations or with regard to the Supply and will only use these to perform the agreement and will not make any copies of these without the written consent of Paques. The Supplier will also impose this obligation on all his subordinates and non-subordinates who become aware of this and will guarantee that they will comply with these obligations. If no agreement is formed or if an agreement is terminated or has ended, the Supplier will immediately return to Paques at his own expense anything he has received from Paques.

15.4 All instructions given by Paques are confidential and must not be disclosed by the Supplier for publicity or sales-promotional purposes unless otherwise agreed in writing.

16. Suspension and termination

16.1 In the event of the Supplier's failure to perform his obligations under the agreement and in the event of a bankruptcy or moratorium or winding-up or discontinuation of the Supplier's business operations, Paques will be entitled to dissolve the agreement in full or in part without any further notice of default being required and without being obliged to pay any compensation and notwithstanding any other rights Paques might have. Notwithstanding the provisions set out in the previous paragraph, Paques will at any time be entitled to terminate the agreement in whole or in part. In such a case



Paques will only reimburse the Supplier for the costs incurred prior to the termination plus an amount for overheads and profits to be determined by Paques.

16.2 If in the opinion of Paques there are fundamental reasons to fear that the Supplier will not properly or will not in a timely manner fulfil his obligations towards Paques, the Supplier will be obliged at the first request of Paques to furnish immediately sufficient security in the form required by Paques for the full fulfilment of all his obligations.

16.3 Any claims that Paques might have or acquire on the Supplier in these cases, will be immediately and fully due and payable.

16.4 Any and all (extra-)judicial costs incurred by Paques as a result of the non-fulfilment by the Supplier will be borne by the Supplier.

17. Force majeure

17.1 In the event of temporary force majeure the Supplier can suspend the fulfilment of his obligations under the agreement for a reasonable period which may extend to not more than four (4) weeks on the condition that the Supplier informs Paques of this immediately after the force majeure circumstance has occurred stating the cause of the force majeure. If after these four (4) weeks have expired the Supplier is not able to fulfil his obligations, Paques will be entitled to dissolve the agreement without being obliged to pay any compensation and costs. In the event of permanent force majeure of the Supplier he will be obliged to inform Paques of this immediately and Paques will be entitled to dissolve the agreement immediately without being obliged to pay any compensation and costs.

17.2 The following will without any limitation be in any event at the expense of the Supplier: work strike, worker lockout, shortage of manpower, illness, lack of raw materials, transport problems, breach of the obligations by suppliers and disruption in the Supplier's production.

18. Transfer and pledge

Without the written consent of Paques the Supplier is not entitled to transfer the performance of the agreement or any part of it to any third parties or to assign any claims which the Supplier has on Paques pursuant to the agreement to any third parties or to pledge them.

19. Other conditions

19.1 If any provision of these Purchase Conditions or a part of it cannot be invoked or if it is invalid or null and void, the other provisions or the remainder will remain in full force and effect. The parties agree to replace the invalid or null and void provision by a provision which as regards content and purport corresponds as much as possible with the invalid or null and void provision.

19.2 If no agreement is formed and after termination, a dissolution, if any, or in the event of the nullity of the agreement due to any cause whatsoever, these Purchase Conditions remain effective insofar as they have independent meaning and/or insofar as they were stipulated to arrange the consequences of the termination, dissolution or nullity such as but not limited to Clauses 15 and 20.

20. Applicable law and competent court

20.1 All legal relationships between Paques and the Supplier are exclusively governed by Dutch law.

20.2 All disputes which might arise in connection with these Purchase Conditions, the order form, any other agreement or any legal relationship arising from it will be submitted to the competent court in Leeuwarden.

21. Additional conditions

In the event of hiring personnel or contracting out work, apart from the Purchase Conditions, the Additional General Purchase Conditions of Paques will apply.