

GENERAL CONDITIONS OF SALE HOBRE INSTRUMENTS B.V.

1. General

- 1.1 These general conditions are applicable to all quotations, contracts, services, activities and deliveries by Hobre.
- 1.2 Departures from these general conditions shall apply only if they have been accepted in writing by Hobre and shall apply exclusively to the contract for which the departures have been agreed.
- 1.3 If any provision of these general conditions should be deemed to be null and void in law or otherwise not binding, the other provisions shall remain fully in force.
- 1.4 Any general conditions employed by the customer shall apply only in so far as they agree with these general conditions.

2. Offers / Conclusion of contract

- 2.1 All offers made by Hobre are without engagement.
- 2.2 A contract is concluded after Hobre has confirmed the order in writing or Hobre has executed the order that has been placed.
- 2.3 Any addition and/or alterations to an order and oral undertakings shall be binding only after they have been confirmed by Hobre in writing.
- 2.4 In so far as particulars supplied by the customer are altered by the customer after they have been supplied, the consequences thereof shall be at the expense and risk of the customer and the effect of such alterations on the work to be performed by Hobre shall be charged for as extra work or deducted as reduced work, as the case may be.

3. Prices

- 3.1 Every price quotation is without engagement.
- 3.2 Unless expressly stated otherwise, the prices are quoted on the basis of delivery ex Hobre, excluding value-added tax, disposal charges of used electric and electronic equipment under AEEA legislation, assembly costs and the costs of putting into operation. In the case of orders that do not exceed an amount to be stipulated by Hobre, the prices are exclusive of administration, forwarding and packaging costs.
- 3.3 For deliveries within the EC, the prices are inclusive of the import duties, taxes and levies owed in the Netherlands, unless otherwise agreed, but exclusive disposal charges of used electric and electronic equipment under AEEA legislation.
- 3.4 The costs of commissioned overtime or other commissioned work for the purpose of speeding up an order shall be charged by Hobre to the customer.
- 3.5 The prices are quoted in Dutch currency, subject to reservation of price changes, which are passed on if the official exchange rate parity at the time of delivery differs by more than 2% from the exchange rate parity on the offer date, which is set at 100.
- 3.6 If one of the price factors has risen since the making of the offer or the conclusion of the contract, Hobre shall be entitled to pass on this increase in costs to the customer.

4. Cancellation

- 4.1 The cancellation of an order or the return of goods delivered by Hobre shall be permitted only with the prior consent of Hobre.
- 4.2 If the order is cancelled or the delivered goods are returned pursuant to paragraph 1 of this article, the customer shall be obliged to reimburse Hobre for all reasonable costs incurred and profit lost by Hobre in this connection.

5. Delivery / risk

- 5.1 Unless otherwise agreed, delivery shall be made ex Hobre, from which time the risk in the goods shall pass to the customer.
- 5.2 The customer shall always do his utmost to unload as quickly as possible the goods that are standing ready.
- 5.3 The delivery times quoted by Hobre shall serve only as an indication and shall never be regarded as vital time limits, unless agreed otherwise.
- 5.4 The delivery period of the assembly/installation work to be performed by Hobre shall not start until the time at which the customer has approved the design or the drawings of Hobre in this connection and has returned them to Hobre.
- 5.5 Delay in the delivery or completion shall, in so far as it remains within reasonable bounds, not form a ground for the customer to dissolve the contract or to claim any compensation.
- 5.6 The assembly/installation work to be performed by Hobre shall be regarded as completed after Hobre has informed the customer that the object of the work has been installed, fitted and made

ready for operation and:

- (a) the customer has approved the work after inspection, or
 - (b) the other party has failed to inspect the work or have it tested, as the case may be, within 8 days, or
 - (c) the customer has actually started to use the object of the work.
- 5.7 Minor, non-essential defects concerning the assembly/installation work shall be repaired as quickly as possible by Hobre and may not constitute a reason for the customer to withhold approval.

6. Claims

- 6.1 The customer shall inspect the delivered goods immediately upon receipt.
- 6.2 Unless a claim has been notified to Hobre within 24 hours of delivery by the customer and this has been confirmed in writing to Hobre within a further period of 24 hours, together with a detailed statement of the nature and ground of the complaints, the goods shall be deemed to have been unconditionally accepted, save for any concealed defects that may regrettably exist.
- 6.3 The period for submitting a claim in respect of assembly/installation work performed by Hobre is one month after completion.
- 6.4 Even if a claim is submitted in time, the customer shall remain obliged to make payment and to accept delivery, without prejudice to his right to invoke a statutory right to suspend payment with regard to the disputed part of the claim.
- 6.5 If a claim is well-founded and is submitted in time, Hobre shall be obliged to replace or supplement, as the case may be, the delivered goods free of charge or to carry out repair work. Where goods have been delivered, replacement or repair shall not take place until Hobre has received them back free return, subject to its prior approval. As soon as the materials delivered by Hobre have been used or applied by the customer, the performance required of Hobre in relation to the delivered goods shall automatically cease to have effect.

7. Force majeure

- 7.1 If Hobre is unable to perform one or more of its obligations as a result of circumstances that are beyond its control and that also cannot be imputed to Hobre by virtue of any law, any guarantee given by Hobre or prevailing views, Hobre shall not be liable for the resulting damage.
- 7.2 In the event of force majeure of a temporary nature, Hobre shall be entitled to suspend execution of the contract until the circumstance constituting force majeure no longer exists.
- 7.3 In the event of force majeure of a permanent nature, Hobre shall be entitled to rescind the contract.

8. Guarantee / Service

- 8.1 Hobre guarantees the fitness of the delivered goods and the correct operation thereof. This guarantee shall apply to new products for a period of 18 months after the date of delivery, or 12 months after commissioning/start-up, whichever comes first, unless otherwise agreed.
- 8.2 Defects in the delivered goods which are covered by the guarantee shall be repaired or replaced by a new delivery, this being at the sole discretion of Hobre.
- 8.3 Goods which reveal defects covered by the guarantee shall be sent free to Hobre, after the prior consent of Hobre has been obtained, together with an accurate statement of the nature and grounds of the complaints. If the work to be performed by Hobre cannot be carried out within its business, Hobre shall be entitled to charge any travel and accommodation expenses that may be incurred in this connection to the customer.
- 8.4 All guarantee claims shall cease to have effect if the customer makes alterations or repairs to the delivered goods himself or has them made, or does not use the delivered goods precisely in accordance with the delivered rules or treats or uses them injudiciously in some other way and/or uses them for purposes other than those for which they were originally intended.
- 8.5 Non-performance by the customer of one of his obligations resulting from the agreement shall relieve Hobre of its guarantee obligations under the contract.
- 8.6 Performance of the guarantee obligation shall serve as the sole and complete compensation of damage in the event of defects in the delivered goods.
- 8.7 Advice given by Hobre concerning the placement and/or the use of the goods is provided to the best of its knowledge, without any particular result being guaranteed.

9. Liability

9.1 Hobr  shall be liable only for damage caused by intent or gross negligence.

9.2 Hobr  accepts liability if and in so far as this is covered by its product liability/business interruption insurance. If this insurance does not pay out in any particular case, the liability shall in any event be limited to the net invoice value of the delivered goods.

9.3 Every claim for compensation and/or repair or replacement under articles 8 and 9 of these general conditions shall become barred by prescription upon the expiry of one year after the damage and/or the defect has been identified and reported by the customer in writing or should reasonably be expected to have been identified, and shall in any event cease to have effect three years after delivery.

9.4 Every liability of Hobr  for consequential damage or other indirect damage, including but not limited to damage on account of loss of turnover/profit, missed savings or loss of data shall be expressly excluded.

10. Payment, interest and costs

10.1 Payment shall be made within not more than 30 days after the date of the invoice, unless agreed otherwise.

10.2 Claims in respect of invoices should be reported to Hobr  in writing within 8 days of the date of dispatch, failing which the customer will be deemed to have accepted the invoice.

10.3 If payment is not made on time, interest shall be owed to Hobr , calculated on the amount of the invoice, of 3% a year above the discount rate on promissory notes of De Nederlandse Bank (the Dutch central bank), without any notice of default being necessary.

10.4 Every payment made by the customer shall serve first of all to pay the interest owed by the customer and any judicial or extrajudicial collection costs incurred by Hobr , and shall thereafter be deducted from the claim that is the longest outstanding.

10.5 Hobr  shall have a lien on all goods of the customer that are in the possession of Hobr  for any reason whatever, as long as the customer has not performed all his payment obligations to Hobr .

10.6 If the customer continues to fail to perform one or more of his obligations, all reasonable extrajudicial costs incurred in obtaining such performance shall be payable by him. The said costs shall be at least 15% of the principal owed, including interest, with a minimum of 750 Euro.

10.7 Before performing (or continuing to perform) the contract, Hobr  shall be entitled, upon or after the conclusion of the contract, to require the provision of security by the customer for the payment by the customer.

11. Reservation of title

11.1 The goods delivered by Hobr  shall remain its property until the moment of full payment of everything that the customer owes to Hobr  on any grounds whatever, which is deemed to extend to any claims of Hobr  against the customer, including compensation, interest and penalties, for non-performance of the contract.

11.2 The goods delivered by Hobr  which are covered by the reservation of title pursuant to paragraph 1 of this article may be sold on only in the course of the normal business operations of the customer.

11.3 If the customer fails to perform his obligations or there are good grounds for fearing that he will fail to do so, Hobr  shall be entitled to remove the delivered goods subject to the reservation of title referred to in paragraph 1 - or to cause them to be removed - from the customer or third parties holding the goods for the customer. The customer shall be obliged to cooperate fully for this purpose, failing which he will incur a daily penalty of 10% of the amount owed by him, with a minimum of 750 Euro.

11.4 As long as the purchase price has not been fully paid by the customer, he shall not be entitled to transfer the ownership of the relevant goods to third parties, pledge them to third parties or otherwise use them as security or additional security, in the widest sense, for the benefit of third parties.

11.5 If third parties wish to establish any right to or enforce any right against the goods subject to the reservation of title, the customer shall be obliged to notify Hobr  of this as quickly as possible.

11.6 The customer undertakes to grant Hobr  all cooperation that may reasonably be expected in connection with all measures that Hobr  takes in order to protect its ownership of the goods.

12. Copyright

12.1 The copyright and all other industrial property rights with regard to the delivered goods, and the software, peripheral equipment, technical data, drawings, designs, rules for use and/or

operation and all other essential documentation supplied with the goods shall belong exclusively to Hobr .

12.2 The customer undertakes to use the goods referred to above only for his own (internal) use and not to deliver, make available or sell the same in any way whatever to any person at all.

12.3 If a third party is guilty of infringing the copyright or other industrial property rights of Hobr , the customer shall immediately inform Hobr  and, at the request of Hobr , take measures to terminate such infringement.

12.4 Hobr  shall not be liable if the goods delivered by Hobr  infringe any copyright or any other industrial property rights of a third party with which Hobr  was not familiar - and could not have been expected to be familiar - before or at the time of the delivery.

13. Rescission

13.1 Each of the parties shall be entitled to terminate a concluded agreement, without recourse to the courts:

(a) if application has been made for the bankruptcy or suspension of payments of the other party;

(b) if the other party has been declared bankrupt or has obtained a suspension of payments;

(c) in the event of the liquidation of the other party;

(d) if the other party fails to perform any obligation under this contract and, after having been given written notice of default by the other party (in so far as such notice of default is necessary) continues to fail to perform this obligation within a further fourteen days thereafter, subject always to the provisions of article 7 of these general conditions.

13.2 In the event of rescission pursuant to the provisions of paragraph 1 of this article, any outstanding claims shall become immediately recoverable.

14. Secrecy

14.1 The parties mutually undertake to treat as confidential all information provided in connection with the order and to use it only in connection with the specific order.

15. Applicable law / disputes

15.1 The relationship between Hobr  and the customer shall be governed by Dutch law, subject to the express exclusion of the United Nations Convention on the International Sale of Goods (CISG).

15.2 All disputes resulting from or connected with these general conditions, offers, contracts, services and activities by Hobr  shall be dealt with at first instance by the competent court in Amsterdam, in so far as this is permitted by law.

Registered at the Chamber of Commerce on 2 November 1995.
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