

**TERMS AND CONDITIONS OF DELIVERY AND PAYMENT
OF THE PRIVATE COMPANY
Powerseal Cylinder Technics B.V., established in Nuenen**

Article 1. Applicability

1. These general terms and conditions shall apply to all offers by, agreements with, deliveries from and work performed by the private company Powerseal B.V., hereinafter referred to as Powerseal. Provisions, agreements or regulations deviating from these terms and conditions shall apply only if and in so far as this is confirmed in writing by Powerseal.
2. By entering into an agreement with Powerseal the other party waive any terms and conditions employed by it, howsoever referred to, so that all agreements shall be exclusively governed by the terms and conditions adopted by Powerseal.
3. Legal provisions shall apply in so far as they are not departed from in these terms and conditions.

Article 2. General

1. For the purposes of these general terms and conditions, other party shall be defined as: any legal entity or natural person that has concluded or wishes to conclude an agreement with Powerseal, and their representatives, authorised agents, successors in title and heirs.
2. Every agreement entered into between Powerseal and the other party shall be fully binding for both parties.
3. No changes to an agreement which could have disadvantageous consequences for Powerseal or annulment of an agreement shall be binding without the consent of Powerseal unless such change or annulment could be claimed on legal grounds or in so far as it is provided for in these terms and conditions.
4. Terms whereby Powerseal assumes an obligation to deliver without an obligation on the part of the other party to accept the goods concerned, or by virtue of which the quantity and/or the price of the goods to be respectively delivered or received are conditional shall be non-binding.

Article 3. Quotations and offers

1. Quotations or offers made by Powerseal shall be entirely without obligation unless expressly stated to the contrary.
2. Powerseal is entitled to refuse an order without stating reasons.

Article 4. Conclusion of an agreement

1. Powerseal shall be only be bound by its written offers and by orders placed with Powerseal by the other party when Powerseal has confirmed its acceptance of the order in writing or when Powerseal has made a start with the performance of the order placed by the other party.
2. No subsequent agreements amendments and/or commitments, either verbal or in writing, made on behalf of Powerseal by its personnel, representatives, salespersons or other intermediaries shall be binding unless they have been confirmed in writing by Powerseal and the other party.
3. In the event that, in the opinion of Powerseal, the other party appears to lack sufficient creditworthiness to comply with the agreement Powerseal shall be entitled to suspend all its contractual obligations without prejudice to any rights accruing to Powerseal by virtue of the law or these terms and conditions.

Article 5. Prices and charges

1. All prices quoted by Powerseal are without obligation and are subject to change unless expressly stipulated to the contrary.
2. Prices quoted by Powerseal are based on price-determining factors valid as of the date on which the agreement is concluded. In the event that prior to, or in the event that delivery is to be in installments during the delivery, any of the cost price-determining factors should rise, Powerseal shall be entitled to increase the price to the other party

- commensurate with that rise.
3. All prices listed by Powerseal are exclusive of VAT, import duties, other taxes, levies and duties, unless expressly stated to the contrary. Powerseal shall be entitled to pass on to the other party any changes in these charges.

Article 6. Delivery

1. Delivery will be made to the home or to the warehouse of Powerseal, unless otherwise explicitly agreed in writing.
2. Delivery shall be deemed to have taken place at the moment that the goods to be delivered leave Powerseal's warehouse. The other party is responsible for the goods from the moment of delivery.
3. The delivery period stipulated or agreed is approximate, unless otherwise explicitly agreed in writing. Breach of the delivery period may never, even after notice of default, give rise to a claim for damages or cancellation of the agreement.

Artikel 7. Storage

1. In the event that the other party fails to accept the goods before expiry of the delivery time and/or the other party rejects the goods and/or if delivery on call has been agreed and the other party fails to call for the goods or to do so on time, Powerseal may store the goods in its warehouse or elsewhere for the account and at risk of the other party, including the risk of deterioration of quality.
2. Storage for purposes of the first paragraph of this article shall be deemed to constitute delivery of the goods. The other party must be immediately notified in writing of storage in this sense with the sending of the invoice for the delivery.
3. In the event that the other party fails to accept the goods stored by Powerseal (according to sub 1 of this article) within 6 months after notification, the other party is to be considered to have relinquished the goods without prejudice to the obligation of payment to the other party.

Article 8. Force majeure

1. In the event of force majeure, of both a permanent or temporary nature, Powerseal shall be entitled to cancel or temporarily suspend the agreement, wholly or in part without entitling the other party and/or third parties to demand compliance and/or damages. Force majeure shall be deemed to cover but not be restricted to: danger of war, war, insurrection, riot, strikes, boycotts, interruption to business, interruptions to traffic or transport, government measures, scarcity of raw materials, natural disasters, fire, nuclear reactions, machine breakdown and any other circumstances whereby complete or partial performance of the agreement cannot in all reasonableness and equity be demanded of Powerseal.
2. In the event that force majeure will cause delivery to be delayed by more than two months, both Powerseal and the other party shall be entitled to cancel the agreement in writing. In such a case, Powerseal shall be entitled to compensation for the costs incurred by it.
3. In the event that the force majeure arises after the agreement has already been partially performed, if the force majeure will cause the remainder of the delivery to be delayed by longer than two months the other party shall be entitled either to retain the portion of the goods already delivered and to pay the purchase price due for them, or, if it can show that as a result of the non-delivery of the remainder of the goods the portion already delivered is no longer useful to it, the other party may regard the part of the agreement which has already been performed as cancelled subject to the obligation to return to Powerseal, on its own account and at its own risk, all that which has already been delivered to it.

Article 9. Liability

Powerseal accepts no liability for any damage suffered by the other party or by third parties as a result of the use of products treated by Powerseal, except where otherwise expressly stipulated in applicable legal regulations and/or in these terms and conditions.

Article 10. Complaints

1. Complaints must be understood to include all objections of the other party concerning the qualities of a delivery.
2. The other party is obliged to inspect goods immediately on delivery for defects or to make the inspection after receiving notice from Powerseal that the goods are available to the other party.
3. The other party must report any defects discovered on the delivery docket and/or the invoice. In the event of the other party's failure to do so, the delivered goods shall be deemed to have been accepted. Complaints regarding them shall in this event no longer be accepted.
4. Complaints shall only be valid if they are made in writing and the notice of complaint, which must include a description of the complaint, is received by Powerseal within fourteen days of the delivery, without prejudice to the provisions of the following paragraphs.
5. In the event of a legitimate complaint Powerseal shall be obliged to carry out the necessary treatment, without any liability on Powerseal's part for any damage suffered.
6. The payment obligation of the other party with respect to the goods in dispute shall not be suspended by the fact of submitting a complaint.

Article 11. Warranty

1. Powerseal warrants the soundness as well as the quality of the material fitted galvanically in general and the bonding of the material in particular, all with due regard to the provisions elsewhere in these terms and conditions.
2. The warranty applies exclusively to the bonding of the material fitted by Powerseal. It applies for a period of three months from the invoice date and only if the product machined by Powerseal is assembled by a certified tradesman.
3. Warranty claims cover only the repair of materials galvanically fitted by Powerseal. The warranty does not cover any damage, either direct and consequential, arising from the malfunctioning of the goods machined by Powerseal.
4. If the other party repairs or makes changes to the goods delivered Powerseal does not acknowledge any claims under the warranty.
5. If the third party fails to meet its obligations Powerseal will consequently also be discharged of its (warranty) obligations.

Article 12. Repair and maintenance

Repair and maintenance of goods treated by Powerseal will be carried out to the best of Powerseal's knowledge without prejudice to rights and obligations as fixed elsewhere in these terms and conditions.

Article 13. Payment

1. All payments must be made in cash, or by depositing the amount within 30 days from delivery in a bank or giro account designated by Powerseal.
2. In the event of payment by giro or bank transfer, the date of payment shall be the date on which the amount is credited to Powerseal's giro or bank account.
3. Powerseal shall not be obliged to notify the other party in advance of the expiry of a payment deadline or to send him statements of account or similar documents unless otherwise expressly agreed.
4. The other party shall at no time be entitled to suspend payment. After expiry of the payment deadline the other party shall be in default without requirement of notice to this effect.
5. With effect from the 14th day following the date on which the payment deadline expires the other party shall be liable to Powerseal for interest of 0.75% of the amount due for each further period of 14 days by which the payment deadline is breached.
6. In the event of failure to pay on time the other party shall be liable for all costs of legal

action and execution as well as any extra-judicial collection costs. Extra-judicial collection costs shall amount to at least fifteen percent of the invoice amount with a minimum of Dfl. 250.-.

7. Powerseal shall at all times, both before and after the conclusion of the agreement, be entitled to demand security for payment, subject to suspension of performance of the agreement by Powerseal until such time as said security has been provided; this is without prejudice to Powerseal's rights to compliance, damages and/or full or partial cancellation of the agreement, this all without judicial review and without any obligation on the part of Powerseal to pay damages.

Article 14. Dissolution

Without prejudice to any further rights accruing to Powerseal and the provisions elsewhere in these terms and conditions, Powerseal may regard an agreement as dissolved, without judicial review and without requirement of notice of default, in the event that the other party is in default of any payment obligations, requests a moratorium, application is made for its insolvency, it loses free disposal over its assets and/or income either wholly or in part, or in the event that any part of its possessions and/or assets is attached, or in the event that the other party sells or liquidates its business.

Article 15. Disputes

1. All agreements concluded by Powerseal shall be governed exclusively by the law of the Netherlands.
2. If the other party is established in the Netherlands, any dispute concerning the conclusion of the agreement, its interpretation or performance of the agreement as well as any other dispute relating to or arising from that agreement shall be settled by the competent court of the the district in which Powerseal is established.