

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF RENTALITE PRODUCTS B.V.

The registered office is in NL - 7535 EB Enschede, the Netherlands, at het Groot Tegeler no. 9A.
These general terms have been registered at the District Court of Almelo under number 26/2010

Article 1: Definitions

Paragraph 1

In these general terms and conditions the following terms are taken to mean:

- **RAL Products:** the RAL Products of these general terms and conditions, in this case the private company with limited liability RAL Products B.V.;

- **Buyer:** the person who by signing a document or otherwise has accepted the validity of these general terms and conditions.

Paragraph 2

Where in these general terms and conditions reference is made to 'goods', these are taken to mean goods as well as services to be delivered by RAL Products.

Paragraph 3

Where in these general terms and conditions or in the agreement concluded between RAL Products and the Buyer reference is made to an internationally defined stipulation, such stipulation shall be interpreted according to the *Incoterms 2000*, published by the International Chamber of Commerce.

Article 2: Applicability

Paragraph 1

Unless agreed otherwise in writing, these general terms and conditions shall apply to all agreements between RAL Products and the Buyer. This explicitly means that any divergent term or condition regarding Buyer's purchasing terms and conditions, also by acceptance of the order, will never become part of the agreement.

Paragraph 2

The above paragraph also applies to (further or additional) agreements between RAL Products and the Buyer whereby the applicability of these general terms and conditions is not further (expressly) invoked.

Article 3: Offers

Paragraph 1

Any offers whatever kind shall be without obligation in respect of RAL Products unless these offers contain a term of acceptance and are based on delivery under normal circumstances and during regular office hours.

Paragraph 2

In the event an offer without obligation is accepted, RAL Products shall have the right to revoke the offer within two days of receipt of the acceptance.

Paragraph 3

Illustrations, catalogues, drawings and any other information supplied by RAL Products shall be subject to change without prior notice and shall not be binding upon RAL Products.

Paragraph 4

Unless expressly agreed otherwise, RAL Products shall reserve the copyright on designs, illustrations and drawings, sketches, offers and further information supplied by RAL Products. The Buyer shall not duplicate or make public any of the information it receives from RAL Products as referred to in the previous sentence without RAL Products's prior approval.

Paragraph 5

Drawings, illustrations, catalogues and any other information supplied by RAL Products shall always remain the property of RAL Products.

Paragraph 6

An agreement shall first come into effect after the order given by the Buyer has been confirmed in writing by RAL Products.

Paragraph 7

Agreements with or pledges from RAL Products representatives or subordinates shall not be binding upon RAL Products, unless these agreements or pledges are confirmed in writing by RAL Products.

Article 4: Nature and scope of the agreement

Paragraph 1

The order confirmation, or, in its absence, the offer, shall be binding upon RAL Products for the scope and nature of the agreement.

Paragraph 2

The agreement shall cover only the delivery of goods that have been expressly agreed upon.

Paragraph 3

RAL Products shall not be bound by any deviation from or addition to the scope and nature of the Agreement as described in the order confirmation, or, in its absence, RAL Products's offer, unless expressly agreed otherwise in writing, in the latter case, RAL Products shall be entitled to adapt the agreed price, method of delivery and delivery time, as well as any other parts of the agreement accordingly.

In the event such addition or deviation leads to an extended delivery time, RAL Products shall never be liable for penalties and/or damage for exceeding the agreed term.

Paragraph 4

RAL Products shall continuously strive to improve its products and product characteristics or adapt them in line with the latest insights. However, RAL Products shall not be under any obligation to inform the Buyer of these adaptations and similarly the Buyer shall not be entitled to claim, free of charge, a change of, to or in the goods supplied vis-à-vis previously supplied goods by RAL Products, in order to comply with compatibility requirements.

Paragraph 5

The Buyer shall supply RAL Products in advance with a detailed specification of the technical standards which the goods to be supplied by RAL Products must meet in order to be compatible with the Buyer's infrastructure, equipment and/or other provisions. The same applies if, in the event of recurrent deliveries, there is a change in the Buyer's infrastructure, equipment and/or provisions which requires a change in the technical specifications. The Buyer shall hold full responsibility for the obligations referred to in the previous two sentences. Any changes to goods supplied or to be supplied by RAL Products shall be entirely for the account of the Buyer.

Article 5: Price

Paragraph 1

Unless expressly agreed otherwise in writing, the prices listed by RAL Products shall be based on delivery ex factory, warehouse or any other depot, and exclusive of value-added tax, import duties or any other taxes, levies or duties and exclusive of the cost of loading and unloading, transport and insurance. These costs shall be for the account of the Buyer. RAL Products shall not recognize any exemption from any tax or levy, unless the Buyer can provide RAL Products with a valid exemption certificate for the tax in question.

Paragraph 2

The price or prices quoted in the offer shall be based on cost-determining factors in force at such time. In the event of a change in the prices of (raw) materials, equipment, electricity, wages, social premiums, taxes and/or any other cost-determining factors, including a change in the prices RAL Products is charged by its own suppliers, in the period between the offer date and the delivery date, RAL Products shall be entitled to change the offered and/or agreed prices accordingly.

Paragraph 3

The prices quoted in the offer shall be based on the delivery of goods that meet the relevant statutory regulations or any other government measures in force in the Netherlands. The adaptation of the goods to be delivered in order to meet any additional requirements in the Buyer's home country shall not be included in the offer and the ensuing additional costs shall be for the account of the Buyer.

Paragraph 4

Unless agreed otherwise in writing, the prices quoted by RAL Products shall be in EURO (EUR). The currency exchange risk shall be for the account of the Buyer.

Paragraph 5

If the price is quoted in a currency other than EURO, the equivalent amount in EURO at the time of payment shall not be lower than the equivalent amount in EURO at the time the agreement took effect.

Paragraph 6

All goods ordered from RAL Products by or on behalf of the Buyer which RAL Products has supplied and/or has added outside the originally agreed amount and/or type of material to be used, or has delivered outside the originally agreed work, shall be charged as extra work.

Article 6: Cancellation

In the event the Buyer unilaterally cancels an order which has been accepted by RAL Products, the Buyer shall pay RAL Products an amount of 25% of the agreed and/or owed principal sum to cover the loss of profit, without prejudice to RAL Products's right to instead claim compliance and/or compensation for the actual damage suffered.

Article 7: Assembly and Installation

Paragraph 1

Unless agreed otherwise in writing, the Buyer shall be solely responsible for the acceptance, installation, use and maintenance of all goods which form part of the agreement between the two parties; RAL Products shall not have any obligation in this respect.

Paragraph 2

If expressly agreed in writing, the goods delivered shall be installed by engineers employed by RAL Products or one of its suppliers. Unless expressly agreed otherwise in writing, the costs for said assembly and installation shall not be included in the price agreed by parties, but shall be charged separately by RAL Products at its normal rates.

Paragraph 3

The staff responsible for the assembly and installation shall limit themselves to the goods supplied by RAL Products and/or the goods included in the order. RAL Products shall not be liable for any assembly work carried out outside the order.

Paragraph 4

If any assembly and installation activities have been agreed, the Buyer shall ensure that extra employees are available and that the rooms where the works are carried out and the goods are to be installed are cleared in time. If the Buyer fails to do so, all costs incurred shall be for the account of the Buyer. In the event RAL Products is forced by circumstances outside its control to stop the assembly and installation work or if its work is delayed in any other way, RAL Products shall be entitled to charge the Buyer the resulting extra costs at the standard rate.

Paragraph 5

The Buyer shall ensure that staff shall be present at the agreed time to receive instructions.

Paragraph 6

No complaints or claims regarding the execution of the assembly and installation works or their duration shall be considered once the staff have left the premises.

Paragraph 7

The Buyer shall provide manpower to carry goods, all lubricants and cleaning fluids as well as the necessary heating and light for the duration of the assembly.

Paragraph 8

The Buyer shall ensure for its own risk and account that:

- a. all documents, information, permits, etcetera are obtained for the execution of the order. In the event RAL Products is required to supply documents and/or certificates with the goods supplied by it for the Buyer on account of any government stipulations in the Netherlands or abroad, the Buyer shall specify these in the delivery order. Without prejudice to the relevant provisions in these general terms and conditions, RAL Products shall never be liable for damages suffered by the Buyer as a result of failure to deliver or deliver in good time the above-mentioned documents if the individual delivery orders do not explicitly and carefully specify the need for and a detailed description of those documents;
- b. there is adequate accommodation and/or other provisions required by law for RAL Products's staff;
- c. access roads to the place of installation are suitable for transport;
- d. the assigned building site is suitable for storage and assembly;
- e. there are sufficient secure storage rooms for material tools and other goods;
- f. all necessary and regular assistant workers, tools, equipment and producers' goods are available to RAL Products in good time, free of charge and in the right place;
- g. all necessary safety precautions and any other precautions have been taken and are maintained;
- h. at the start of and during the assembly the delivered goods are available in the right place.

Paragraph 9

In case RAL Products products have to be integrated into a system, the responsibility for the delivery of system shall lie with the supplier of system and the counter party or any other (legal) person who makes use of the system, and who as the principal shall hold the supplier of the system responsible. RAL Products shall not start the installation until the supplier of the system has confirmed the delivery of the system in writing. Any (extra) costs ensuing from a system that has not been delivered or is faulty shall be for the account of the Buyer. RAL Products shall not accept responsibility and/or guarantee the goods it supplies if the system is of a poor quality. Similarly, RAL Products cannot accept responsibility for the validity of the goods supplied by it and therefore does not provide a guarantee if the goods are connected to a system other than the above-mentioned system.

Paragraph 10

The Buyer shall ensure that the connections are placed such that the goods to be supplied can be connected without the use of extra provisions, i.e. – if applicable - that the mains socket is situated within one metre of the goods to be installed and that the (system) ports are located within one-and-a-half metres. Any extra provisions shall be charged to the Buyer.

Paragraph 11

All standard supplied goods operate at 230 volt. The Buyer shall therefore ensure that this mains voltage is available and that the mains contacts have an earth connection. Furthermore, the mains voltage shall be free of fault impulses. RAL Products recommends a so-called "clear group" for the connection.

Paragraph 12

A contact person, who is aware of the provisions made for the execution of the installation and assembly works and who also knows the technical possibilities of the computer system used, shall be available at all times during the assembly and installation works. In the event the goods to be delivered cannot be put into operation due to the lack of provisions or the late or non-availability of the "activated" (system) ports, any extra resulting man hours shall be charged to the Buyer.

Article 8: Statutory regulations

All goods supplied by RAL Products shall meet the statutory regulations in force in the Netherlands and the relevant requirements of the European Union at the time of delivery. Subject to the above sentence, the Buyer shall ensure and provide RAL Products with the guarantee that the agreement and the resulting installation and the use of the goods covered by that agreement are fully in line with the relevant legal stipulations or other government measures, and that all necessary permits, registrations and such are obtained in good time and/or are carried out and that any other requirements set by the national authorities are met in time. In the event goods to be delivered by RAL Products must meet additional national statutory regulations in the Buyer's home country, these further requirements shall be clearly communicated to RAL Products in writing in good time and timely specified and repeated for every (consecutive) order. The above also applies in the event the statutory requirements in the Buyer's home country are adapted before the goods are delivered. Without prejudice to the provisions of Article 23 of these general terms and conditions, RAL Products shall never be liable for any resulting effects if the goods delivered do not meet the statutory requirements in force and/or other regulations and/or stipulations if the Buyer has failed to communicate these to RAL Products in time and in the correct manner in writing before the order confirmation.

Article 9: Delivery time

Paragraph 1

The delivery time will commence from any of the following times, whichever one is the latest:

- a. the day the agreement is signed;
- b. the day RAL Products receives the documents, information, permits, specifications, drawings, technical details, approvals needed for the execution of the agreement and any other materials, etcetera needed for the production, completion or delivery;
- c. the day RAL Products receives the advance payment from the Buyer stipulated in the agreement.

Paragraph 2

The stated delivery times shall never constitute a deadline, unless expressly agreed otherwise. In the event RAL Products exceeds a delivery time, it shall be sent a written notice of default.

Paragraph 3

In the event a delivery is obstructed either fully or in part by *force majeure*, RAL Products shall be entitled to suspend delivery, or rescind the agreement in as far as not executed, either fully or in part, without being subject to the payment of damages to the Buyer.

Paragraph 4

In the event a delivery is delayed due to a circumstance not imputable to RAL Products, other than mentioned in the above paragraph, the agreed price/prices shall be invoiced by RAL Products and shall be settled by the Buyer as if the delivery was made on time.

Paragraph 5

In the event RAL Products is obliged to take back goods or store goods due to a delay as mentioned in the two previous paragraphs, it shall be entitled to charge the Buyer an amount totaling 2% of the value of those goods, without prejudice to the provisions of the paragraphs of this Article that follow.

Paragraph 6

In the event the Buyer has not taken receipt of the goods after the delivery time, these will remain at its disposal in storage for its account and risk. However, RAL Products shall in that case also be entitled to rescind the agreement by a written statement and to claim full compensation, or to seek termination of the agreement in court.

Paragraph 7

In the event the Buyer fails to take receipt of goods to be delivered under an agreement after the delivery time, RAL Products shall be entitled to allocate the goods intended for delivery, in which case it shall only be required after informing the Buyer, to deliver the goods, without prejudice to its power to deliver other goods under the agreement, and without prejudice to the provisions of the previous paragraph.

Article 10: Force Majeure

Force majeure is understood to mean any circumstance not under the control of RAL Products, regardless of whether this is to be foreseen at the time of the conclusion of the agreement, which prevents the compliance with the agreement either temporarily or permanently, as well as, if not already included, war, danger of war, civil war, unrest, strikes, lock-outs of employees, transport difficulties, fire and/or serious disruptions at the RAL Products company or any of its suppliers, decisions and measures by government institutions, failure to obtain the necessary permits or any other government formalities, of whatever nature, theft, loss of possession or destruction or damage to company resources, transport or data, the full or part shortage of basic requirements such as electricity, communication lines and other (computer) infrastructure.

Article 11: Packing charges

RAL Products shall at all times be entitled to charge packing costs at cost price and shall not be obliged to take back the packaging.

Article 12: Delivery and Acceptance

Paragraph 1

Unless agreed otherwise in writing, delivery of goods shall take place ex warehouse, in which case the goods shall be considered to have been delivered by RAL Products and accepted by the Buyer as soon as the goods have been offered to the Buyer and/or as soon as the goods have been loaded in or onto the transport vehicle.

Paragraph 2

In the event a free delivery has been agreed upon, the goods shall be considered to have been delivered by RAL Products and accepted by the Buyer as soon as the goods have been delivered to the delivery address supplied by the Buyer.

Paragraph 3

In the event of the supply of services these shall be considered to have been delivered and to have been accepted by the Buyer as soon as the work has been finished and RAL Products staff have left.

Article 13: Transfer of risk

The goods to be delivered shall be for the account and risk of the Buyer from the delivery as meant in the previous Article.

Article 14: Transport

Paragraph 1

Unless agreed otherwise in writing, RAL Products shall decide on the manner of transport, dispatch, packaging, etcetera without any resulting liability for RAL Products.

Paragraph 2

Unless agreed otherwise in writing, the transport shall take place for the risk and account of the Buyer, also if the transporter has expressly determined that all transport documents must state that any damage arising from the transport shall be for the account and risk of the sender.

Article 15: Inspection and tests

Paragraph 1

Except in the case of delivery of a computer system, in which case the provisions of the paragraph below shall apply, RAL Products shall make its goods to be delivered available for inspection by the Buyer at the office of RAL Products during normal working hours and subject to a reasonable advance notification of the exact time of visit. The Buyer shall have full responsibility for organizing and scheduling this inspection. In the event the Buyer fails to comply within 14 days with a written notification to carry out an inspection as referred to above, the Buyer shall be considered to have accepted the goods in question following inspection.

Paragraph 2

In the event of the delivery of an entire computer system, this shall be able to be tested at the Buyer's office by means of a standard RAL Products test or by means of a re-run supervised by an authorized RAL Products representative. The Buyer shall be fully responsible for organizing this test. In the event the Buyer fails to comply and does not perform this inspection within 30 days of delivery, the Buyer shall be considered to have accepted the system after a successful trial.

Paragraph 3

In the absence of an express written agreement that the goods to be supplied by RAL Products must meet the requirements tested in an inspection, the Buyer shall never be able to claim compensation from RAL Products if the goods supplied by RAL Products do not meet these requirements.

Article 16: Retention of Title

Paragraph 1

RAL Products shall reserve title to all goods it has delivered to the Buyer until the purchase

price for these goods has been settled in full.

Paragraph 2

In the event RAL Products carries out work for the Buyer to be paid by the Buyer under an agreement with the Buyer, the retention of title shall apply until the Buyer has also met this claim by RAL Products in full.

Paragraph 3

The retention of title shall also apply to any claims RAL Products obtains against the Buyer if the latter fails to comply with one or more of its obligations towards RAL Products.

Paragraph 4

As long as the title to the goods delivered has not been transferred to the Buyer, the latter shall not pledge the goods or yield the right to any third party, subject to the provisions of the next paragraph.

Paragraph 5

The Buyer is entitled to sell and transfer the goods delivered under retention of title to third parties within the framework of the regular conduct of business. In the event of sale on credit the Buyer shall stipulate a retention of title from its buyers based on the conditions of this Article.

Paragraph 6

The Buyer shall refrain from selling or pledging claims obtained from its buyers to third parties without the prior written approval of RAL Products. The Buyer also undertakes to pledge the said claims to RAL Products at the latter's instigation in accordance with Section 3:239 of the Dutch Civil Code, as additional security for all claims RAL Products holds against the Buyer.

Paragraph 7

The Buyer shall store the goods delivered under retention of title with due care and as the recognizable ownership of RAL Products.

Paragraph 8

The Buyer shall insure the goods for the duration of the retention of title against damage from fire, explosion and water, and against theft and present the insurance policies to RAL Products for inspection on its first notification.

Any claims the Buyer holds against the insurers of the goods on account of the said insurances shall be pledged on RAL Products's instigation in accordance with Section 3:239 of the Dutch Civil Code as an additional security for all claims RAL Products holds against the Buyer on whatever account.

Paragraph 9

In the event the Buyer fails to meet its payment obligations to RAL Products or RAL Products has good reasons to fear failure on the Buyer's part, RAL Products shall be entitled to retrieve goods delivered under retention of title. After retrieval the Buyer shall be credited with the market value, which shall never be higher than the original cost price, minus costs incurred for the retrieval.

Article 17: Intellectual property rights

Paragraph 1

Unless expressly agreed otherwise in writing, all (computer) software, of whatever nature (including software for microchips), shall be made available to the Buyer on the basis of a non-exclusive, non-transferrable licence for the use of that software on one central process unit for the Buyer's conduct of business and the agreed purpose only.

Paragraph 2

The Buyer shall not be entitled to duplicate the software and the accompanying manuals either fully or in part or to make any attempts to do so without the express prior approval in writing from RAL Products.

Paragraph 3

Unless expressly agreed otherwise in writing, RAL Products shall at all times retain full title, as well as all intellectual and industrial property rights, or the first licence if it is the licence holder, to the software made available to the Buyer. At RAL Products's first request the Buyer shall take those measures and produce such documents that can verify RAL Products's (intellectual and/or industrial) property or initial licence.

Paragraph 4

Without prejudice to the provisions of Article 3 and 4 of these general terms and conditions, RAL Products shall retain all other intellectual and industrial property rights to the goods supplied to the Buyer, unless expressly agreed otherwise in writing. Also in view of these goods the Buyer shall take those measures and produce such documents at RAL Products's first request that can verify RAL Products's (intellectual and/or industrial) property or initial licence.

Article 18: Transfer of Rights and Obligations

Without RAL Products's prior written approval, the Buyer shall not be entitled to transfer its rights and obligations arising from this agreement either in full or in part to third parties.

Article 19: Payments

Paragraph 1

Unless agreed otherwise in writing and without prejudice to the provisions of the following paragraphs of this Article, payments to RAL Products shall be made as RAL Products sees fit in cash upon delivery, or within 30 days of the invoice date in the manner indicated by RAL Products, both of which terms constitute a deadline.

Paragraph 2

Payments shall be made without applying reduction and/or set-off and in the agreed manner. The Buyer shall never for whatever reason be entitled to suspend payment or apply set-off with (alleged) claims from RAL Products.

Paragraph 3

RAL Products shall be entitled at all times to demand advance payment of the entire or part of the sum due for any delivery or part delivery.

Paragraph 4

In the event RAL Products has authorized payment in instalments of the principal amount or a part thereof for goods to be delivered or which have been delivered, the turnover tax for the entire amount due shall be payable together with the first instalments unless agreed otherwise in writing.

Paragraph 5

Costs which have been advanced by the Buyer but which are for the account of RAL Products shall be settled with the payment of the last instalment.

Paragraph 6

Prior to delivery or the continuation of the delivery RAL Products shall be entitled to obtain sufficient guarantee from the Buyer for all or part of its payment obligations.

Paragraph 7

RAL Products shall be entitled to suspend further deliveries in the event the Buyer fails to fulfill its payment obligations, or fails to fulfill its obligation to make available a guarantee or otherwise fails to fulfill any of its obligations to RAL Products, also when a fixed delivery time has been agreed, without prejudice to RAL Products's right to rescind the agreement and/or claim full damages and without prejudice to any of RAL Products's other rights.

Paragraph 8

Unless expressly agreed otherwise, all payments made by the Buyer, regardless of under which title, shall initially serve to reduce costs, then to reduce any interest incurred and finally to reduce the principal amount of the outstanding invoice, whereby payments shall initially serve to reduce the principal amount of the invoice of the oldest date, in the event there is more than one outstanding invoice.

Paragraph 9

In the event the Buyer fails to fulfill payment within the agreed term, it is in default at law and liable to pay the user from the due date of the outstanding invoice(s) interest of 12% of the outstanding sum per annum without notice of default being required.

Paragraph 10

In the event the Buyer is in default as a result of the provisions of Paragraph 9, any claims RAL Products holds on the Buyer shall be payable on demand as from that time.

Paragraph 11

In the event payment is made by means of bills of exchange or cheques the exchange and cheque costs shall be for the Buyer. The same shall apply to costs for sending goods COD.

Article 20: Extra-judicial and judicial costs

Any extra-judicial and judicial costs incurred by RAL Products in connection with collecting claims from the Buyer shall be for the account of the Buyer, whereby the extra-judicial costs shall be charged on a pro rata basis calculated for the principal amount claimed or otherwise pro rata to the value of the consideration claimed from the Buyer, in the manner stated hereunder, on the understanding that this shall be at least EUR 250, and on the understanding that RAL Products shall at all times be entitled to claim the actual extra-judicial costs incurred by it, in so far as these exceed the amount calculated below. The extra-judicial costs shall be calculated for the principal sum to be claimed or for the value of any other consideration to be claimed from the Buyer, in the following manner:

| | |
|----------------------------------|-------|
| for the first EUR 6,500 | : 15% |
| for the excess up to EUR 13,000 | : 10% |
| for the excess up to EUR 32,500 | : 8% |
| for the excess up to EUR 130,000 | : 5% |
| for the excess above EUR 130,000 | : 3% |

Article 21 : Guarantee and Claims

Paragraph 1

Without prejudice to the provisions of Article 7, paragraph 4, and subject to the following restrictions, RAL Products shall guarantee for a period of twenty four (24) months following

delivery as meant under Article 12 of these general terms and conditions the reliability of the goods it has supplied, on the understanding that if these goods do not meet the requirements of the agreement and in so far as the Buyer proves that this is the result of a failure imputable to RAL Products, RAL Products shall deliver the missing items, or repair the good, provided RAL Products can be reasonably expected to fulfill this, or replace the good delivered. This shall not apply if the deviation from the agreement is too negligible to justify repair or replacement, or if the good has been destroyed or has deteriorated as the result of failure on the part of the Buyer to maintain the good as a careful debtor during the time the Buyer would be reasonably expected to allow for repair or replacement of the good. The above-mentioned obligations of guarantee shall be carried out by RAL Products after free delivery by the Buyer of the goods to be repaired at the address of RAL Products. Following the repair the goods shall be available to the Buyer ex warehouse. Transport and travel costs, as well as any fitting or extension costs shall not be covered by RAL Products's guarantee obligations and shall be for the account of the Buyer.

Paragraph 2

Claims regarding visible defects shall be made in writing within 8 days of delivery. This term shall constitute the expiry term.

Paragraph 3

Claims regarding non-visible defects shall be made in writing within 8 days after their detection until no later than three months after delivery. Both terms shall constitute expiry terms.

Paragraph 4

Claims made regarding the amount invoiced by RAL Products shall be reported in writing within eight days of the invoice date. This term shall constitute the expiry date.

Paragraph 5

In the case of replacement or compensation the use that has been made of the goods delivered shall be taken into account.

Paragraph 6

The guarantee shall apply only if the Buyer has met all its obligations towards RAL Products. In addition, RAL Products shall not be required to make any guarantee in whatever form, if its goods have been processed, if the Buyer fails to adhere strictly to RAL Products's recommendations and the manufacturer's and/or RAL Products's suppliers' instructions of use and assembly or if third parties, whether or not instructed by the Buyer, make changes to the goods delivered by RAL Products without the latter's approval.

Paragraph 7

With regard to goods and/or raw materials supplied by RAL Products which it purchased from third parties, the provisions of the above paragraphs apply only in so far and to such extent as the supplier of those goods and/or raw materials has provided RAL Products with a guarantee.

Paragraph 8

Except in the case of a malicious act or gross culpability on the part of RAL Products's senior or lower management, compensation shall consist solely of the fulfillment of the guarantee obligations. RAL Products shall not be obliged to make any other form of compensation.

Article 22: Return shipments

Paragraph 1

Return shipments shall only be accepted after prior approval in writing by RAL Products, provided delivery takes place free of charge. Clearance charges, any import levies, etcetera shall in that case be for the account of the Buyer and charged accordingly.

Paragraph 2

The acceptance of return shipments shall not automatically mean approval by RAL Products.

Article 23: Liability

Paragraph 1

Without prejudice to the provisions of Article 7.6 and Article 21 of these general terms and conditions, RAL Products shall never be liable for damage of whatever nature arising from goods supplied by RAL Products, except in the case of a malicious act or gross culpability on the part of RAL Products's senior or lower management.

Paragraph 2

Without prejudice to the provisions to the previous paragraph, this expressly excludes every liability of RAL Products for consequential losses or other indirect damages.

Paragraph 3

Without prejudice to the provisions of the previous paragraphs, an obligation on the part of RAL Products to pay damages in the event of possible liability shall always be limited to the amount excluding VAT the Buyer is to pay RAL Products in accordance with the agreement, on the understanding that RAL Products shall never owe damages exceeding EUR 100,000.

Paragraph 4

Without prejudice to the stipulations of the previous paragraphs, the Buyer shall lose the right

to make claims against RAL Products twelve months after the damage first occurred.

Article 24: Indemnity

Paragraph 1

Except in the case of a malicious act or gross culpability on the part of RAL Products's senior or lower management, the Buyer shall be required to pay damages to RAL Products for any costs, damages and interest RAL Products has incurred as the direct or indirect result of legal claims which third parties have brought against it with regard to the execution of the agreement. The Buyer shall be liable on account of the agreement to comply with a third-party notice by RAL Products.

Paragraph 2

In connection with the provisions of the previous paragraph the Buyer shall be liable to maintain a proper and functioning system to allow the tracing of goods supplied by RAL Products as being RAL Products goods at all times. The Buyer shall be required to direct its buyers to comply with the obligation from the above sentence.

Article 25: Proof of administration

Except for evidence to the contrary, the information held in RAL Products's administration shall be decisive in matters relating to the agreement.

Article 26: Suspension and rescission

Paragraph 1

Without prejudice to the provisions of the above articles regarding suspension and rescission, RAL Products shall be entitled to suspend the agreement for a maximum period of six months, or to rescind the agreement if not yet executed, either without notice of default or recourse to the courts, if the Buyer fails or fails to meet in time one of its obligations arising from the agreement concluded between RAL Products and the Buyer, or if RAL Products is in serious doubt if the Buyer can meet its obligations from the said agreement, or in case of bankruptcy, suspension of payments, receivership, suspension, liquidation of the Buyer, part or full transfer or (secret) pledging of its company or of an important part of its capital equipment or claims, leaving intact the RAL Products's right to claim compensation for damages suffered or profits lost.

Paragraph 2

In the event of rescission as meant in the previous paragraph, the agreed price due to RAL Products becomes payable on demand with deduction of sums already paid and costs not yet incurred by RAL Products.

Paragraph 3

In the circumstances mentioned in paragraph 1 all outstanding claims RAL Products holds at that time against the Buyer shall become enforceable immediately.

Article 27: Severability

Paragraph 1

If any provision of these general terms and conditions is invalid, declared void or otherwise unenforceable, this shall not affect the validity of the rest of the general terms and conditions and the remainder of these general terms and conditions shall remain in full force and effect.

Paragraph 2

If any provision of these general terms and conditions is invalid, declared to be void or otherwise unenforceable, then RAL Products and Buyer shall agree on a legally valid substitute for that provision that, as closely as possible, approaches the business effect of the invalid provision.

Paragraph 3

The provisions of this Article 27 shall also apply in case of an omission of a provision, term, condition, etcetera from these general terms and conditions.

Article 28: Disputes /applicable law

Paragraph 1

All agreements to which these terms and conditions apply either in full or in part shall be governed by Dutch law.

Paragraph 2

Subject to the provisions of Article 100Rv and Article 101Rv (i.e. Sections 100 and 101 of the Dutch Civil Procedure Code), legal Claims disputes shall be settled by the competent court within the district of the Almelo District Court, the Netherlands.

Paragraph 3

In the event parties fail to agree on the meaning and/or interpretation of any of the provisions set out in these General Terms and Conditions, the Dutch text shall prevail.