

TERMS AND CONDITIONS OF SALES FOR TRANSACTIONS OF ZEROMIX B.V.

1. General

- 1.1. These are the general conditions of Zeromix B.V., all its subsidiaries and allied companies, further known as Zeromix, established in Arnhem, De Overmaat 78 (6831 AJ). These conditions apply to all quotations, agreements deliveries and other commitments of Zeromix with its customers and debtors.
- 1.2. These general conditions are in force as far as Zeromix has not agreed otherwise in writing. Zeromix is in all cases only committed when such has taken place by an authorised person in writing.
- 1.3. A possible reference to purchase and/or other conditions of third parties remains unhindered, only if these other conditions are not incompatible to these general conditions. In case of incompatibility, these general conditions have priority at all times, even when priority is stipulated otherwise.

2. Offers

- 2.1. All offers of Zeromix are without engagement as far as Zeromix has not confirmed otherwise in writing. The customer remains committed to an order until it has been refused by Zeromix in writing.
- 2.2. All offers as well as drawings, calculations, descriptions, models, tools and similar made, used and/or provided by Zeromix, remain its property, even if expenses are charged for that purpose to the customer. The customer guarantees that no details of the offers made by Zeromix or fabrication and/or construction methods used by its suppliers are copied, shown to third parties, made public or used, without explicit approval by Zeromix
- 2.3. Verbal agreements and/or promises never bind Zeromix Offers, made in its name by its agent(s) or intermediary(ies) only bind Zeromix after a signed confirmation in writing by a person authorised by Zeromix to do so.
- 2.4. Any changes in constructions and models by the factories represented by Zeromix, are reserved.
- 2.5. All data in catalogues and technical data sheets that have been published or printed in any form, are based on data provided by the factories represented by Zeromix, and have to be considered as an estimation and cannot be used for other parties to derive any rights from.

3. Agreements

- 3.1. Agreements with Zeromix come into existence at the moment that the customer – in writing – gives evidence of his wish to obtain products from Zeromix. All agreements entered into respectively executed before, at or upon that moment, are considered to be an execution of an agreement entered into independently.
- 3.2. Differences at delivery with usual and/or reasonable tolerance, which are of no influence to the quality, do not give the customer the right to object, to claim substitution or compensation for damages or any other right.
- 3.3. By accepting the delivery the customer is entirely committed to the agreement.

4. Prices

- 4.1. Prices offered by Zeromix do not include value added tax or any other levies, premiums or taxes by any government body.
- 4.2. The prices used by Zeromix are always calculated on the basis of delivery at EMP, unless otherwise agreed between parties. The price is based on the prices, rates, wages, taxes, premiums, costs, freight and other expenses known at the time of making such offer. In case of an increase of any one of these factors, Zeromix has the right to increase its price accordingly with due observance of statutory requirements (if any).
- 4.3. If the increase of the price is more than 20%, the customer has the right, to cancel the agreement unilaterally without judicial intervention, subject to his obligation to compensate Zeromix pro rata for costs already incurred. Dissolution of the agreement as mentioned above will take place by an advice from the customer to Zeromix to that effect by registered mail or bailiff's writ.
- 4.4. All prices mentioned in contracts, quotations and other means of commitment are valid no longer than maximum two months unless otherwise stipulated.

5. Delivery

- 5.1. Unless explicitly agreed upon otherwise, the agreed time of delivery is to be considered only as an indication. Deviation from the time of delivery, notwithstanding the cause, gives the customer neither the right to compensation of damages nor non-fulfilment of any obligation entered into towards Zeromix, nor the right to demand partial or complete dissolution of the agreement. Nor has the customer the right, with or without judicial authorization, to perform or to have performed activities to carry out the commitments of Zeromix on its account.
- 5.2. As to the time of delivery, deliveries are considered to have taken place as soon as goods are ready for transport at the premises of Zeromix and/or the manufacturer.
- 5.3. Zeromix has the right to store goods, which cannot be transported to the place of delivery, for the account of the customer whether he has asked for this or not. Zeromix may then also demand payment of the purchase-price as if delivery had taken place including the costs of storage.
- 5.4. Goods ordered by Zeromix with a third party at the request or on behalf of the customer must be accepted by the customer within a term to be set by Zeromix. Cancellation by the customer is not permitted. Complete payment of the goods by the customer must take place within the term of payment set by Zeromix and agreed by the customer.
- 5.5. Any specific product requirement stipulated by customer, either agreed verbally, by customer's sample or agreed in writing, remains the liability and responsibility of the customer. Zeromix will and can not be held responsible for anything leading to any claims with regards to these specific requirements.

6. Circumstances beyond Zeromix' control

- 6.1. In case circumstances beyond its control Zeromix is entitled by simply notice and without any court order being required to either suspend the execution of the agreement completely or partially or terminate the agreement completely or partially, without giving the customer any right to compensation of damages.
- 6.2. Circumstances beyond Zeromix' control are defined as any circumstance - irrespective of the wish of Zeromix - (even if it was to be foreseen at the time of the realization of the agreement), which prevents fulfilment of the agreement permanently or temporarily and also, as far as not already included, war, danger of war, civil war, rebellion, strike, lock-out of employees, transport-difficulties, non-use, rejection, fire, delayed or non-delivery of goods, materials, parts or accessories, ordered Zeromix, which Zeromix is used to buy from others, and also any circumstances by which the business of Zeromix or its suppliers reasonably can be considered to be limited.

7. Complaints

- 7.1. Complaints are dealt with only if and when brought to the attention of Zeromix within 24 hours after delivery. Moreover they are to be confirmed in writing by fax or otherwise within 48 hours.
- 7.2. The customer is obliged to demonstrate that shortcomings are due to bad or useless products.
- 7.3. The customer is not entitled to suspend any of his obligations on the grounds that he has lodged a complaint.
- 7.4. Complaints about invoices must be submitted in writing within 8 days from the invoice date.
- 7.5. If a customer does not submit a complaint in time then he loses his right to complain.

8. Liability

- 8.1. Any liability towards the customer for loss of business or any other indirect damages for whatever reason is excluded. The liability is limited exclusively to the delivered goods as mentioned above.
- 8.2. The liability of Zeromix is terminated if and when the customer has had a third party perform activities to the delivered goods without the prior written approval and consent of Zeromix.
- 8.3. Zeromix will not accept any failure or characteristic of the products as delivered, which is a result of any governmental regulation about the form or the quality of the materials used, as a shortcoming in the sense of these general conditions.
- 8.4. In case Zeromix will have any claims to its manufacturers, due to any shortcoming in the delivered goods, Zeromix may choose, whenever she wishes, to transfer this claim to the respective customer, in order to compensate possible product liability damages directly.
- 8.5. Return-shipments are not accepted by Zeromix, except with prior approval in writing.
- 8.6. All the supplied goods by Zeromix are delivered under the guarantee conditions set by the respective factories, unless otherwise agreed mutually between customer and Zeromix.

9. Suspension and dissolution

- 9.1. If the customer does not fulfil any obligation resulting from an agreement entered into with Zeromix adequately or on time or if the customer is adjudged bankrupt or if he applies for suspension of payments or if it is open to serious doubt that the customer will be able to fulfil his contractual obligations towards Zeromix on time completely or partially, then Zeromix is entitled but not obliged without any prior notice or legal action to either suspend the execution of each agreement entered into with the customer, or dissolve the agreement completely or partially, without however any liability towards the customer for compensation of damages and without prejudice to its further rights and remedies. In both cases Zeromix is entitled to demand that the customer pays immediately everything he owes and/or will owe to Zeromix as a result of such a case.

10. Risk

- 10.1. Immediately after the goods are considered to be delivered to the customer according to article 5, the customer takes the risk of all direct and/or indirect damages which may occur to or as a result of these goods.

11. Reservation of property

- 11.1. All goods sold by Zeromix remains their property, even if they are already used by the customer, as long as the customer has not paid everything he owes – on any account – to Zeromix
- 11.2. As long as the customer has not obtained the unhindered ownership of the goods bought, he must treat them with great care and he is not entitled to either rent, give in exchange, send on consignment or give in pledge or bring out of its establishment, supervision or possession in any way without the prior written approval of Zeromix.
- 11.3. Zeromix reserves the right to check at all times whether the customer meets his obligations as mentioned in paragraph 2 of this article. Likewise Zeromix reserves the right to take back the goods sold, as long as they are the property of Zeromix, without any prior notice or legal action. In that case the agreement will also be dissolved without prejudice however to Zeromix rights to claim compensation of costs, damages, loss of profit and interests. The customer must allow Zeromix and/or its employees, agents or assigns free access to its premises.

12. Transport damage

- 12.1. Damages of any nature of the products sold as a result of transportation are for the account of Zeromix, on the condition that such damage is mentioned on the bill of lading and/or other transport papers. Damages not so mentioned will not be compensated.

13. Credit information

- 13.1. Every agreement for sale entered into by Zeromix will be subject to the condition that Zeromix will receive credit information from or about the customer which is satisfactory for validation.
- 13.2. Zeromix is entitled at all times, even after it has carried out an order in whole or in part, to demand security satisfactory to it securing the punctual and complete performance by the customer of all and any of its obligations towards Zeromix

14. Payment, collection and legal action

- 14.1. All invoices have to be paid within 14 days after invoice date, unless otherwise agreed by both parties, or otherwise mentioned on the invoice. Payments can in return, not be compensated with any other invoice or claim customer has to collect from Zeromix.
- 14.2. In case payments are not being received in due time, Zeromix has the right to invoice an additional 2% per month. Parts of months can be calculated as full months.
- 14.3. In case the customer does not pay in due time, Zeromix has the right to transfer the claim to third parties. In this case customer will be forced to take any forthcoming costs for his account., with a minimum of 15% of the respective amount. In case the 15% is lower than Euro 250,-, an amount of Euro 250,- will be charged.
- 14.4. All payments have to be transferred to any account indicated by Zeromix. All amounts will be dedicated first to any outstanding costs and interests, and following to any outstanding invoices.

15. **Applicable law and jurisdiction**

- 15.1. All agreements to which these general conditions apply in whole or in part are subject to Dutch law.
- 15.2. Differences that can not be resolved between the parties will be submitted, at the option of Zeromix, to the District Court at Arnhem or court, which could be approached otherwise.
- 15.3. These general conditions have been drawn originally in Dutch language. In case of any discrepancies between the various different language version, the Dutch will prevail.

Signed in Arnhem, 15 May 2008.

