

Hardick B.V.
General Conditions of Sale
Version February 1st 2012

Hardick B.V. - Enschede - Netherlands

Registered by Chamber of Commerce at Enschede by number 06032773.

Article 1 - General

The terms and conditions set out herein shall apply to all quotations, orders and agreements of Hardick B.V. ("Hardick") and no other terms and conditions (by means of buyer's purchase order or otherwise expressed) shall be binding between Hardick and the buyer of Hardick's goods and/or services (the "buyer") unless and to the extent Hardick expressly agreed otherwise in writing. This version of General Conditions of Sale of Hardick replaces all previous versions possibly known to the Buyer.

Article 2 - Validity of quotations

Quotations submitted by Hardick to the addressed buyer shall be open for acceptance within the period stated therein. In the event no period is stated, then orders arising from Hardick's quotation(s) shall be subject to Hardick's confirmation in writing (including telefax or cable). Agreements so constituted shall hereinafter be referred to as the "contract".

Article 3 - Trade terms

Unless otherwise agreed the latest edition of the Incoterms issued by the International Chamber of Commerce shall apply to the trade terms mentioned in Hardick's quotation. If no trade term is specifically agreed, the delivery shall be Ex Works (EXW). Furthermore it is understood that under any terms holding Hardick responsible for the costs of transportation and/or insurance, any additional costs of rerouting and/or surcharges which are the results of circumstances or events that are beyond Hardick's reasonable control such as, but not limited to, those enumerated under "force majeure" in paragraph 13 hereof, shall be for buyer's account.

Article 4 - Despatch

The buyer shall submit full forwarding instructions with its order and Hardick may rely on the completeness and sufficiency of such information. The times given for (readiness for the) despatch or delivery and/or for completion of the installation works, if offered, have to be reckoned - all in accordance with the order provisions specified in Hardick's quotation - from the date of the bank's advice that the letter of credit and/or other payment instrument asked for has been established in conformity with Hardick's requirements and the advance payment -if required- has been received, whichever of said dates is the later. Hardick reserves the right to despatch the goods in consignments as and when they are ready for despatch. Any delay in the fulfilment of the above-mentioned conditions shall oblige the buyer to compensate Hardick for the additional costs resulting from the suspension of the execution of the contract and, where such delay exceeds a period of 3 (three) months, Hardick shall be entitled to cancel the contract without any liability towards the buyer.

Article 5 - Storage

In case the goods cannot be despatched to their destination at the date scheduled therefore by reasons attributable to the buyer and/or outside Hardick's control, Hardick shall be entitled to store the goods concerned at the buyer's expense and risk, in which case the warehouse receipts shall serve as substitutes for the shipping documents in all respects and the buyer undertakes to reimburse, on Hardick's first demand, any and all additional expenses so incurred.

Article 6 - Complaints and returns

Any complaints of erroneous despatch and/or apparent damage shall be made in writing within 8 (eight) days after receipt of the goods by the buyer giving the reason for the request to return and the date and number of Hardick's invoice. If return of the goods is agreed upon writing by means of Hardick's return authorisation notice the goods shall be forwarded in accordance with Hardick's instructions; all goods returned, whether under this article or pursuant to article 10, must be consigned insurance and carriage prepaid by buyer and packed in their original packing.

Article 7 - Prices

Prices are based on the agreed upon delivery date(s). Hardick reserves the right to adjust the prices in the event of changes of delivery date(s) or changes in other circumstances upon which the contract is based and which fall beyond Hardick's control. Furthermore the prices may be altered before or after acceptance of Hardick's quotation as a result of changes in the prices for raw materials or third party components to be used in the manufacture of the goods. Hardick shall notify the buyer on the occurrence of such price alterations and, in case of a notification of a price increase, the buyer shall be entitled to cancel the pertaining (part of the) contract in writing provided such cancellations has been received by Hardick timely in advance of the despatch of the goods or writing 7 (seven) days as from the date of Hardick's price increase notification, whichever is the soonest.

Article 8 - Payment

The buyer shall pay to Hardick all amounts due hereunder in the currency as agreed upon out of an irrevocable letter of credit to which the prevailing Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce in Paris apply. The buyer shall arrange for the opening of the letter of credit by a first class bank in Hardick's favour, cash payable with and confirmed by a bank in the Netherlands acceptable to Hardick, within 21 days from the date of Hardick's order confirmation. The letter of credit shall have a minimum validity equal to the delivery period and be extended upon Hardick's request. In case partial deliveries have been agreed upon the letter of credit shall provision pro rata payments thereunder.

In cases no letter of credit applies payment will constitute a valid discharge only in so far as an account payable by a first class bank in the Netherlands on demand is credited in Hardick's favour, irrevocable and free of charge, in the currency quoted, in freely convertible and transferable funds, at its exacts due date. Any delay in payments obliges the buyer to pay legal interest immediately as from its due date.

Article 9 - Retention of Title

The buyer explicitly accepts that Hardick shall retain ownership of the goods until full payment has been received of all amounts due in accordance with the contract and the buyer shall not install the goods nor resell or otherwise exploit the goods than in the normal course of its business and take all measures to protect the goods and to ensure that Hardick's title to the goods is in no way prejudiced.

Article 10 - Guarantee

Hardick guarantees to the buyer the good quality of the goods supplied for the period stated in Hardick's quotation, or when no period is stated for a period of 1 (one) year as from the date of acceptance or on which they have been put into use, but in no event for more than eighteen months as from the date of despatch, against all defects or failures which appear therein under proper use, and arise solely from faulty materials or workmanship, it being understood that such guarantee shall not include any semiconductors, integrated circuits, rectifiers, vibrators, batteries and such other components parts or products to which a specific manufacturer's guarantee or specific guarantee of Hardick's supplier(s) applies. Some newly manufactured goods supplied thereunder may contain selected remanufactured parts equivalent to new in performance. Replacement parts are new or equivalent to new in performance.

Under this guarantee Hardick shall replace such parts as have proved to have such defects as set out hereabove or, at Hardick's option, repair such parts or have them repaired at Hardick's order, always free of charge, provided that Hardick is informed by the buyer in writing (including telefax or cable) within 14 days after the defects have revealed themselves and the defective goods have been returned to Hardick at buyer's costs. Said defective parts shall become Hardick's property if and when they have been replaced.

This guarantee does not cover damage sustained by normal wear and tear or any damage arising in consequence of negligence, improper handling or use of the goods or parts thereof, improper installation or of maintenance by unauthorised persons or third party, or of improper storage in the event of the goods wholly or partly being stored by the buyer prior to installation or use.

Article 11 - Liability

Compliance with Hardick's guarantee undertaken pursuant to paragraph 10 or with any agreed modification thereof shall be considered to give full satisfaction to the buyer. It is expressly understood that Hardick shall not be liable for damages or losses other than those for which Hardick has expressly assumed liability herein and Hardick shall in no event be liable for any indirect or consequential damages such as loss of profits or personal injuries, nor for any other loss or expenses of whatsoever nature and howsoever arising. The buyer shall hold Hardick harmless from any and all such claims of third parties.

Article 12 - Documents

Illustrations, catalogues, colours, drawings, dimensions, statements of weight and measurements etc. made available by Hardick as printed information's are only meant to present a general idea of the goods to which they refer; they are approximate only and therefore not binding upon Hardick. Except where intended to serve as instructions for use or advertising matter, all such and other technical information in relation to Hardick's goods and their maintenance, including (computer or embedded) software remains Hardick's property and may without Hardick's consent not be utilised or copied, reproduced, transmitted or communicated to third parties other than for the purpose designated by Hardick.

Article 13 - Force Majeure

In the event of the occurrence of force majeure as defined hereinafter, Hardick shall be entitled to suspend delivery of the goods and/or provision of services for the duration of the prevention or delay caused by such force majeure, without being held responsible for any damage resulting therefrom to the buyer or third party. The occurrence of force majeure shall be notified as soon as possible. In case of force majeure the times given for despatch shall be extended for the period of prevention or delay caused by such force majeure. In the event the suspension has lasted for 5 consecutive months, Hardick shall be entitled to cancel partially or in whole the contract without any liability whatsoever towards the buyer.

The expression "force majeure" shall mean circumstances or occurrences beyond one party's reasonable control -whether or not foreseeable at the time of constitution of the contract- in consequence of which Hardick cannot reasonably be required to execute Hardick's obligations under the contract. Such circumstances or occurrences include but are not restricted to: acts of God, war, civil war, insurrection, fires, floods, labour disputes, strikes, epidemics, governmental regulations and/or similar acts, freight embargoes, non-availability of any permits, licenses and/or authorisations required, defaults or force majeure of suppliers or subcontractors.

Article 14 - Rescission

In the event Buyer does not comply with any of its contractual obligations, or goes into bankruptcy or an insolvency proceeding then Hardick is entitled without further notice of default, to rescind all the agreements with Buyer through a written statement, without prejudice to any of its rights by operation of law.

Article 15 - Taxes and Import/Export Regulation

All taxes, duties, levies and similar expenses, which are or become due in connection with Hardick's quotation, any order or contract resulting therefrom and the carrying out thereof are for Hardick's account as far as they are due in supplier's country, and for the account of the buyer as far as they are due in the buyer's country or in such other country or countries for which the goods are destined or which any services will be performed, irrespective of which party (including its representatives/employees) will be liable to pay such taxes.

Article 16 - Law and Forum

Any dispute, controversy or claim arising out of or in connection with Hardick's quotation(s), any order or contract, or the breach, termination or invalidity thereof shall be governed by the laws of the Netherlands, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. The competent courts of the Netherlands shall have sole jurisdiction.