



Terms of Delivery MB Dustcontrol B.V.

GENERAL TERMS OF DELIVERY DATED 10 MARCH 2010
MB DUSTCONTROL B.V. WITH HEAD OFFICES IN VOORSCHOTEN AT INDUSTRIEWEG NR. 2

Supplier: MB Dustcontrol B.V.
Buyer: the other party in the agreement with Supplier.

Article 1 Definitions; scope

1.1 Wherever used in these Terms of Delivery, the following terms have the meanings indicated: 1.2 These Terms are applicable to, and form an integral part of, all agreements, including the activities for finalising these agreements, entered into between Supplier and Buyer for the provision of goods and/or services and/or the completion of a project. They also apply to any additional or subsequent agreements. 1.3 These Terms apply exclusively in the sense that specific orders and general terms and conditions on Buyer's side shall not apply, even in the case of an earlier reference to Buyer's terms and conditions, except if and insofar as expressly accepted by Supplier in writing. 1.4 If there is a deviation from one or more of the following Terms, that different stipulation or term will only apply to the case for which the deviation was specifically agreed.

Article 2 Offers; concluding the agreement; information material

2.1 Unless expressly indicated otherwise, all offers of Supplier, made in any form whatsoever, shall be entirely free of obligation. 2.2 Supplier is entitled to withdraw an offer it has made at any time, up to 14 days after it is accepted. 2.3 If buyer provides data, drawings etc. to Supplier, Supplier can assume that this information is correct and will base its offer on this. 2.4 Any estimates, plans or other documents that accompany an offer remain the property of supplier at all times and must be returned to supplier postage paid upon first request. They may not be reproduced or shown to third parties without permission of Supplier. 2.5 Agreements with Supplier, as well as changes and additions to these agreements, will only be concluded after written confirmation by Supplier, or as a result of Supplier actually implementing the agreement. 2.6 If Buyer cancels an agreement in full or in part after it has been made, 15% of the order price (including VAT) will be charged as a cancellation fee in all cases, without affecting Supplier's right to demand full compensation of damages from Buyer. 2.7 Unless expressly stated otherwise, statements and specifications in images, drawings, catalogues, price lists, advertising material etc. with regard to dimensions, capacities, performance or results only constitute approximations that are not binding to Supplier. 2.8 Supplier shall always be entitled to have all or part of an order placed by Buyer executed by third parties.

Article 3 Delivery; purchase obligation; time and place of delivery; transfer of risk and ownership

3.1 Supplier is entitled to make partial deliveries. 3.2 Buyer is obligated to collect goods and services for which delivery by Supplier has been agreed at the time and place agreed upon between parties on the basis of the relevant agreement and/or these Terms. 3.3 The delivery time will be determined according to capabilities and in good faith as an approximation and does not constitute a deadline. Exceeding the delivery time for any reason whatsoever shall in no case give the right to compensation of damages, dissolution of the agreement, cancellation of the order, or the non-fulfilment of any obligation of Buyer that may ensue under the agreement entered into with Supplier. 3.4 The period for delivery or implementation shall begin when the agreement is settled. If Supplier is partially dependent on the cooperation of Buyer for the implementation of the agreement, and Buyer falls short in this cooperation for whatever reason, the period for implementation will be extended by as much time as Supplier reasonably needs to resolve the delay caused by the deficiency of Buyer. The same applies if any delay in implementation arises as a result of requests by or on behalf of Buyer or a government institution to change, modify or supplement the content of the agreement. Furthermore, the extra costs that arise for Supplier in connection with a delay as described above shall be at Buyer's expense. 3.5 Delivery shall occur at the time at which the items are available to Buyer for collection, or the time at which the items are ready for transport to the address indicated by Buyer, including if parties agree in accordance with article 3.8 that Supplier will transport the items to be delivered to an address indicated by Buyer. 3.6 Unless expressly agreed otherwise, delivery will be made from Supplier's site, storage location or warehouse. 3.7 Unless agreed otherwise, Buyer shall be responsible for loading the items at Supplier's site, storage location or warehouse. If it has been agreed that Supplier will assist with loading, Supplier shall be indemnified from all damages to the items and/or persons that may occur during loading. 3.8 Without prejudice to the provisions of 3.6, Buyer and Supplier may agree that Supplier will arrange the transport of the items to an address indicated by Buyer, at Buyer's expense and risk. Buyer will be responsible for unloading the items at Buyer's address. Buyer shall bear full risk with regard to damages to items and/or persons caused during unloading. 3.9 If Buyer indicates an address outside the Netherlands as the destination location, Supplier must obtain an export permit or other official authorisation and, where applicable, fulfil all customs formalities for exporting the items. Buyer must obtain an import permit or other official authorisation and, where applicable, fulfil all customs formalities for importing the items and transit through any other country. 3.10 The risk for an item to be delivered by Supplier permanently transfers to Buyer from the moment that this is delivered to Buyer in accordance with the agreement, whether or not by being made available. If Buyer does not collect at the time agreed on between Supplier and Buyer for reasons not attributable to Supplier, the risk permanently transfers to Buyer at that time. All costs in connection with storage and transport that Supplier must pay from the time of delivery referred to in the previous sentence with regard to the item shall be charged to Buyer in full.

Article 4 Manual, instructions, drawings, software, etc.

4.1 With regard to the items to be delivered, Supplier shall provide information to Buyer about the construction, functioning and handling of the machines and systems in the form of a manual or instruction book, for Dutch buyers in the Dutch language insofar as available. 4.2 Supplier shall provide instructions, insofar as this has been agreed upon in writing in the relevant agreement. 4.3 All drawings, images, catalogues, software and other information that are made available to Buyer by Supplier, insofar as not constituting a manual or instruction book as referred to in this article, remain property of Supplier and must be returned to Supplier upon first request. The aforementioned information may not be copied or be shown to third parties except with prior written permission of Supplier.

Article 5 Price; price adjustment

5.1 Unless expressly indicated otherwise, prices stated and agreed upon do not include VAT or any other levy imposed by the government or other agencies in connection with the agreement and, in the event that Supplier arranges transport of items, also do not include the costs related to packing, packaging, transport and insurance. Supplier will charge the full cost of the entries listed in the previous sentence separately. 5.2 If the costs incurred by Supplier for the implementation of the agreement become higher because cost factors that are significant to the price such as wages, social insurance or other insurance premiums, materials, foreign exchange rates, etc. have increased after the time of the last price offer by Supplier, Supplier shall be entitled to charge these additional higher costs by means of price adjustment, at least insofar as the total of these costs is a minimum of 0.5% but not more than 10% of the agreed price. 5.3 If a price is agreed upon between Supplier and Buyer in a currency other than the euro, and this other currency falls in value relative to the euro after the time of Supplier's last price offer, Supplier shall be entitled to adjust the price by as much as is necessary to compensate the fall in value that has occurred up to the moment of full payment.

Article 6 Payment

6.1 Insofar as not expressly agreed otherwise, the agreed price must be credited to the bank account indicated by Supplier without any discount or deduction no later than on the last day before the delivery date. Supplier is also entitled to send invoices for partial deliveries. 6.2 Regardless of the provisions of 7.1, Buyer and Supplier may agree that Supplier will provide a payment period of no more than 30 days to Buyer for the payment for parts and/or services. In the event of a credit entry on Supplier's invoice, the current payment period will be maintained. 6.3 Unless Supplier has agreed to a delay of payment in writing, Buyer shall not be entitled to defer payment of the price. 6.4 If the payment is not made in good time, Supplier shall, without prejudice to its other rights under the law or agreement and without notice of default being required, be entitled to the following:
a. suspension of the implementation of the agreement, with regard to which Buyer is in default of payment, as well as any other agreements with Buyer;
b. compensation of damages as a result of late payment, which compensation shall in any case consist of the statutory commercial interest in the sense of article 6:119a of the Dutch Civil Code.;
c. compensation of all judicial and extrajudicial costs, with the latter costs being set at: a minimum of 15% of the amount that Buyer has not paid or paid late for the collection/delivery of machines; a minimum of 35% of the amount that Buyer has not paid or paid late for parts and the provision of services.

6.5 If Supplier has reason to doubt that Buyer will fulfil its payment obligations, where the following circumstances on the part of Buyer shall in any case constitute sufficient reason for doubt: repeated default of payment, attachment of Buyer's assets, suspension of payment or application for suspension of payment, bankruptcy or application for bankruptcy, request for admission to the Debt Management (Natural Persons) Act, full or partial stoppage or transfer of operations, including the addition of the company to a firm to be established or already existing, everything Buyer owes to Supplier shall be claimable immediately and Supplier shall be authorised to suspend fulfilment of its obligations until full payment has been received or security for the payment has been posted to Supplier's satisfaction. If full payment or adequate security is not provided within fourteen (14) calendar days after the request for this, Supplier shall be entitled to dissolve the agreement in question in full or in part without legal intervention, without prejudice to Supplier's right to compensation of damages incurred and/or yet to be incurred. 6.6 Supplier shall, by power of attorney to be signed by Buyer, be authorised to collect invoices automatically; where Buyer shall at all times ensure that its account has an adequate balance. 6.7 Before further implementing the agreement, Supplier shall at all times be authorised to demand adequate security from Buyer, including payment of a deposit, posting a bank guarantee, or full or partial advance payment of the agreed price.

Article 7 Force majeure

7.1 Supplier shall be entitled to suspend fulfilment of its obligations if Supplier is temporarily hindered from fulfilling its obligations due to circumstances that could not be foreseen when the agreement was entered into and that are outside Supplier's sphere of influence. 7.2 For Supplier, force majeure shall include situations of a real, legal or other nature that, whether or not foreseeable, prevent the fulfilment of the agreement or make this particularly difficult, through no fault of Supplier. Such circumstances include but are not limited to: strikes, occupations, production interruptions, stoppages of production, disruptions in the supply of energy and water, fire damage, import bans, export bans and production bans and other government measures, transportation barriers, shortfalls by suppliers or assistants, weather conditions affecting the work to be done by Supplier, loss or theft of tools, the loss of materials and/or parts to be processed, all insofar as these circumstances cannot be attributed to Supplier. 7.3 If a force majeure situation arises on Supplier's side, Supplier will inform Buyer of this with due haste. If the performance of the agreement is permanently impossible or if the temporary inability has lasted longer than six months, Supplier shall be entitled to dissolve that part of the agreement for which the obligations have not yet been fulfilled. In that case, parties shall not be entitled to compensation for the damages incurred or to be incurred as a result of the dissolution.

Article 8 Assembly, installation and/or commissioning

8.1 All assembly, installation, setup and commissioning work, as well as all additional work that is not part of assembly shall be at Buyer's expense and risk, subject to the legal rules of public order and good faith, unless expressly agreed otherwise in writing.



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Article 9 Guarantee

9.1 Supplier guarantees new goods supplied by it with a 1 year factory warranty on the newly delivered system against manufacturing and/or construction defects. 9.2 Supplier shall otherwise not be liable toward Buyer, other than insofar as this ensues from Supplier's guarantee provided in paragraph 1. Supplier shall in no case be liable for damages, whether direct or indirect, that ensue from the use of goods delivered or repaired by Supplier, unless as a result of deliberate intent and/or gross negligence on the side of Supplier. This is however subject to provisions of mandatory law regarding product liability and other liability, especially if the damages are caused by ignoring indications on our part, incompetent/careless actions, repairs performed by parties other than us, and use outside normal operating conditions. 9.3 Buyer shall undertake to report any deficiency to Supplier by registered letter immediately upon discovery of such deficiency, upon penalty of lapse of Supplier's guarantee obligation as referred to in article 9.1. Buyer shall also be obligated to retain the defective component and to send it back to Supplier (carriage paid), if Supplier requests this. 9.4 Costs of repairs and/or materials which may fall under the guarantee issued by us must be paid immediately including associated costs in accordance with the stipulations under "payment". 9.5 A refund will be provided in case of acceptance of the warranty claim by the manufacturer and/or supplier to a maximum of the amount that is compensated to Supplier for this. 9.6 Supplier's warranty obligation shall lapse if Buyer does not fulfil its payment obligations. Buyer shall in no case be entitled to refuse payment to Supplier for the reason that Supplier has not or not fully fulfilled its warranty obligation toward Buyer. 9.7 No warranty will be provided on used goods supplied by Supplier, unless this is expressly agreed and confirmed in writing by the management of Supplier. 9.8 Supplier's liability shall be limited to the costs of repair/replacement by third parties, subject to the provisions of mandatory law for product liability and other liability in case of non-fulfilment of warranty obligations, however first after proper notice of default with a reasonable notice period.

Article 10 Conflict with industrial and intellectual property rights

10.1 Supplier shall undertake to deliver goods that do not infringe the industrial and intellectual property rights of third parties. If Buyer is sued by a third party in connection with conflict with industrial or intellectual rights in the Netherlands, Buyer will inform Supplier of this immediately and leave the handling and settlement of the suit by the third party to Supplier. If Supplier deems the presence of conflict in the Netherlands with an industrial and intellectual property right to be credible, Supplier shall be entitled – as Supplier sees fit and further in consultation with Buyer – to resolve the infringement by modification or replacement of the item in question or by obtaining a licence or taking back the item in question for a refund of the purchase price received for it. The costs of handling and settlement of the third party suit shall be at Supplier's expense, which is otherwise not liable for compensation of any damages. 10.2 If Supplier makes use of drawings, models, instructions, etc. in the implementation of the agreement for Buyer or on Buyer's behalf and a third party sues Supplier for infringement of an industrial and intellectual property right related to the use of drawings, models, instructions, etc. from Buyer or on account of Buyer, Supplier will inform Buyer of this immediately. Supplier will leave the handling and settlement of the third party claim to Buyer, which will bear all its and Supplier's costs related to the third party suit. Supplier shall be entitled to suspend either the implementation of the agreement in question pending the result of the action of Buyer against the third party, or dissolve the agreement in question with immediate effect without being liable for compensation of damages. 10.3 Unless otherwise agreed in writing, Supplier shall retain copyrights as well as all other intellectual or industrial property rights on the designs, sketches, images, drawings, models, software, offers, etc., produced by Supplier. These goods remain Supplier's property and may not be copied, shown to third parties or otherwise used without Supplier's express permission, upon penalty of a fine of €50,000 per offence to be paid to Supplier, regardless of whether Buyer has charged any fee for this. Buyer shall undertake to return these items to Supplier upon first request upon penalty of a fine of €5,000 per day, to be paid to Supplier.

Article 11 Retention of title

11.1 The items supplied by Supplier remain property of Supplier until Buyer has fulfilled all the subsequent obligations under the agreement made with Supplier. The financial compensation for the actual goods delivered or to be delivered. The financial compensation with regard to the services performed or to be performed by Supplier under the agreements; Any claims due to non-fulfilment of an agreement by Buyer. Buyer may only use items that are subject to retention of title for the purpose of its normal business activities. Buyer may not transfer, lease or encumber these items with securities or other limited commercial rights, except under the provisions of 11.2. 11.2 If Buyer does not fulfil any payment obligation, Supplier shall be authorised to repossess goods upon which retention of title still applies from Buyer or third parties. Buyer shall undertake to provide all cooperation with this upon penalty of a fine of 15% of the invoice amount owing by Buyer, per day or partial day. Supplier shall not be required to compensate damages incurred by Buyer in relation to the repossession. The costs of repossession and any liquidation of the goods shall be borne by Buyer in full. The claim of Supplier against Buyer will be reduced by the value of the repossessed goods at their market value for Supplier. However, Supplier shall in no case be required to apply a value that is higher than the price that is agreed upon with Buyer for these goods. 11.3 Goods delivered by Supplier that fall under Supplier's retention of title under the previous stipulation may only be sold on or leased out in the framework of normal business operations. 11.4 Buyer shall undertake upon first request of Supplier: To insure the goods delivered under retention of title and to keep them insured against fire, explosion, water damage and theft and to submit this insurance policy to Supplier for perusal; To pledge all Buyer's claims from insurers with regard to the goods delivered under retention of title to Supplier in accordance with article 3:239 of the Dutch Civil Code; To pledge the claims that Buyer obtains from its customers when reselling the goods delivered under retention of title to Supplier in accordance with article 3:239 of the Dutch Civil Code; To make immediate statement of the names and addresses of all third parties to which Buyer has supplied goods supplied by Supplier under retention of title, as well as all rights that Buyer has obtained from these third parties with regard to this resale; To deem the goods supplied under retention of title to be property of Supplier; To extend cooperation to all reasonable measures that Supplier wishes to take to protect its retention of title with regard to the goods supplied and that do not unreasonably hinder Buyer in the normal performance of Buyer's business activities.

Article 12 Right of lien

12.1 Supplier shall hold a lien on all goods belonging to Buyer that are held by Supplier, regardless of the cause, as long as Buyer has not fulfilled all its obligations toward Supplier for whatever reason. 12.2 Supplier shall undertake to manage the goods in question in accordance with good commercial practices, without Buyer being entitled to claim any compensation of damages in case of destruction, partial loss and/or other damage.

Article 13 Liability for damages

13.1 Supplier shall not be liable for any damages of Buyer whatsoever, unless this damage is directly and solely caused by a deficiency that can be attributed to Supplier. Supplier's liability shall at all times be limited to a maximum of an amount equal to the invoice amount for the goods or services provided by Supplier to which the liability applies. Only damages for which Supplier is insured, or that should reasonably have been insured, are eligible for compensation. Supplier's liability shall always be limited to the amount that Supplier can recoup from its insurer. 13.2 The following are not eligible for compensation:

- a. consequential and/or business damages, including stagnation damages and lost profit;
- b. damages caused to items (including movable and immovable assets) or persons during the performance of installation, assembly, maintenance and/or repair work;
- c. damages or injury that are caused to persons and/or items because Buyer and/or its subordinates has operated, worked on or otherwise used the item outside Supplier's supervision during the installation, assembly, maintenance and/or repair period;
- d. damages caused because the user instructions were not followed;
- e. damages caused because the item supplied by Supplier was used for a purpose other than that for which it is intended or for a purpose for which the item is not suitable;
- f. damages caused during loading the items from Supplier's site, warehouse or storage location of after the items have been made available to Buyer in accordance with articles 3.6 and 3.8;
- g. damages caused during unloading of the items if Supplier has the items transported to Buyer's address at Buyer's request;
- h. damages resulting from or caused by actions with, or work on, the item including assembly, performed by Buyer or by or on account of third parties employed by Buyer;

13.3 Supplier shall not be liable for damages that are discovered twelve (12) months after the occurrence of the damages. 13.4 From the moment of delivery of the goods to Buyer, Supplier shall be indemnified from all third parties claims, including payment of compensation of damages, regardless of whether the damages are the result of assembly and/or manufacturing defects or due to any other cause. 13.5 If Buyer sues Supplier for compensation of damages on the basis of a claim taken over from a third party, where Supplier is in some way directly or indirectly involve in causing this, Supplier can also invoke the aforementioned stipulations against Buyer. The provisions above also apply to the persons who are in some way involved in the implementation of Supplier's existing obligations toward Buyer.

Article 14 Termination of the agreement

14.1 Supplier is at all times authorised to end the agreement in the interim by means of written notification to Buyer, provided this is done with statement of reasons. Supplier will cease the implementation of the agreement immediately after sending this written notification. Supplier will then be obligated to refund the amounts already paid by Buyer, if and insofar as this can be demanded from Supplier in the given circumstances, among other things in view of the grounds for termination and the work already performed by Supplier and the costs incurred. 14.2 Buyer is at all times authorised to end the agreement in the interim by means of written notification to Supplier, provided this is done with statement of reasons. Supplier will cease the implementation of the agreement immediately after receiving this written notification. Buyer will then be obligated to compensate the full damages that Supplier incurs as a result of the termination.

Article 15 Applicable law; competent court

15.1 All legal relationships between Supplier and Buyer are governed solely by Dutch law. The Convention on Contracts for the International Sale of Goods of 11 April 1980, which took effect for the Netherlands on 1 January 1992, is expressly not applicable. 15.2 Insofar as provisions of mandatory law do not stipulate otherwise and parties do not otherwise agree to arbitration, the court having jurisdiction where Supplier has its head offices, shall have sole authority to hear disputes that may arise between Supplier and Buyer regarding or in connection with a legal relationship between them and that cannot be resolved amicably.

Article 16 Partial nullity

If any of these terms and conditions are fully or partially void for any reason whatsoever, the agreement and these terms and conditions shall otherwise remain in effect, while parties shall further be deemed as having agreed to a provision that is valid by law and most closely approximates the tenor of the invalid provision.