

GENERAL TERMS AND CONDITIONS OF CONTELL ASSET SUPPORT B.V.

Having its registered office and place of business in Almere at the Transistorstraat 26.

1. Applicability

1.1 These General Terms and Conditions apply to all proposals, agreements and assignments to supply services and to deliver goods, all in the broadest sense of their meaning, to principals (hereinafter referred to as: the "principal") by Contell Asset Support B.V. (hereinafter referred to as: "Contell").

1.2 By providing an assignment, as well as by accepting a proposal made by Contell, the principal accepts the exclusive applicability of these terms and conditions.

1.3 Deviations and/or additions deviating from the content of these terms and conditions will only be binding upon Contell if and insofar Contell has explicitly accepted the same in writing. This kind of acceptance will exclusively regard the relevant assignment of which acceptance took place and in no instance whatsoever will it regard other transactions between Contell and the principal.

2. Proposal and acceptance

2.1 All proposals made by or on behalf of Contell, whether verbally or in writing, will be without engagement. Contell will always be entitled to, following receipt of the acceptance from the part of the principal, revoke a proposal.

2.2 In case the acceptance of the principal, even if merely regarding subordinate items, deviates from the proposal of Contell the agreement will not come into being. Execution of the new assignment can only be demanded from Contell if a prior separate agreement has been concluded by and between the parties in writing.

2.3 In case of best intents obligations all costs will be borne by the principal, even if the work of Contell did not or not sufficiently lead to result.

2.4 Proposals (such to also include assignments and orders) of the principal will only be binding upon Contell if Contell has accepted the proposal in writing. In case Contell did not accept the proposal of the principal in writing the mere fact of the execution constitutes insufficient evidence of the conclusion and the content of the agreement.

2.5 Agreements of a recurrent nature will only be binding for the period established by Contell.

2.6 In case the principal did not react within five (5)

working days following receipt of a written confirmation of Contell, deviating from a proposal made by the principal, the agreement is deemed to be concluded in conformity with the confirmation of Contell.

2.7 Errors or obscurities in proposals or order confirmations can neither lead to a deviation from that which Contell actually meant nor will Contell be liable for any damages possibly deriving there from.

2.8 The principal will be held to provide all offered goods to Contell in a decontaminated manner such that the risk of contamination, contra-contamination or distribution of, whether or not pathogenic, bacteria, viruses and substances hazardous to man, nature or animal is excluded as well as to guarantee Contell that these goods are not a source of radioactivity. Should it become apparent that the goods are not decontaminated or are yet a source of any radioactivity Contell will be entitled to forthwith return the goods at the expense of the principal.

3. Delivery, Risk

3.1 Unless explicitly otherwise agreed upon in writing, the delivery will take place at a location agreed upon by and between the principal and Contell. Contell will charge the costs incurred about the shipment and packaging per delivery.

3.2 The principal will be obliged to purchase and receive. Should the goods offered by Contell not be (able to be) purchased because reasons which cannot be blamed on Contell, Contell will be entitled to, at its own discretion, store the goods.

3.3 Unless explicitly otherwise agreed upon in writing, the risk of damages, loss, theft and destruction of the goods will be borne by the principal.

3.4 If the transportation of the goods is carried out through the agency of Contell, the principal should take care of and guarantee sound receipt material and sound storage units. If the goods are picked up at Contell for or on behalf of the principal, the principal should take care of and guarantee sound receipt material and sound transportation means with sufficient capacity.

3.5 Transportation tools possibly rendered available by Contell upon delivery will remain the sole property of Contell. The principal may not use (have used) these transportation tools for other purposes, in case of a violation of the latter the principal will be liable for all damages incurred by Contell as a consequence thereof.

3.6 Contell will at all times be entitled to deliver the

goods in parts. Each (partial) delivery can in this case be considered an independent agreement.

3.7 Delivered goods will in principle not be taken back by Contell. In case Contell, for whatever reason, allows the principal to return goods, these goods will always be transported at the risk of the principal and the loading, transportation, storage and other there from deriving costs will be borne by the principal unless explicitly otherwise agreed upon in writing. In case a complaint filed by the principal appears to be justified, possible costs pertaining to the return shipment will be borne by Contell.

4. Delivery times

4.1 Unless explicitly otherwise agreed upon in writing, indicated or agreed delivery times can never be considered fatal. In case of an untimely delivery, Contell will only be in default following a written notice of default in which a further and reasonable deadline for the delivery is provided, whilst the principal will undiminished be obliged to purchase. The foregoing will equally apply in case of any other attributable shortcoming from the part of Contell in the fulfilment of its obligations towards the principal. The provisions contained in this paragraph will not apply in case fulfilment by Contell has become permanently impossible.

4.2 In case of default as intended by the previous paragraph, the principal will not be entitled to receive a compensation of damages and will, however, only be entitled to, within a reasonable period established by Contell, yet claim fulfilment or to dissolve the agreement. Partial delivery will only entitle the principal to partial dissolution of the agreement.

4.3 In case a delivery time indicated by the principal with regard to an assignment is considered burdensome by Contell, the principal should meet reasonable requests for postponement.

4.4 In case a delivery time is not indicated or agreed upon, the delivery will take place within a reasonable period to be established by Contell and depending on the circumstances of the case.

5. Price

5.1 Prices agreed upon by and between the parties will be binding unless external circumstances (such as an increase of the rights and duties, an amendment in currency parity, pricing of the supplier, insurance premiums etc.) require a price increase. Should the latter be the case the price increases applied by Contell will be binding upon the principal.

5.2 All prices will be without discount or surcharge and exclusive of payable taxes and duties as applicable at the time of the delivery, unless explicitly otherwise agreed upon in writing.

6. Payment

6.1 Insofar not explicitly otherwise agreed upon, payment will need to take place within 30 days following the date of the invoice and exclusively by means of a deposit or remittance to a bank account mentioned on the invoice, without deduction of any discount. The principal may only settle that which the same needs to pay Contell with a claimable debt towards Contell insofar this debt has explicitly been acknowledged by Contell in writing or has irrevocably been established in court.

6.2 Payments effectuated by the principal will always tend to fulfilment of all payable interest and costs and subsequently to claimable invoices which are outstanding for the longest period, even if the principal states that the payment regards a later invoice.

6.3 Without prejudice to all other rights attributed to Contell, the principal will, in case of untimely payment by the principal of the complete amount payable to Contell or in case of any other attributable shortcoming of the principal in the fulfilment of its obligations towards Contell, automatically be in default towards Contell without any notice of default or summation being required. All that which the principal needs to, at that time, pay to Contell will in its entirety forthwith become claimable.

6.4 In case the principal files for or obtains suspension of payment, is declared bankrupt or loses, in any other manner, the management or disposal of (a part of its) assets, threatens to lose the same, transfers, suspends or discontinues its business activities as also in all other instances in which complete fulfilment of its obligations is reasonably no longer possible or can no longer be expected, the principal will be obliged to inform Contell accordingly and to confirm such information in writing. The foregoing equally applies in case the legal form of the company of the principal changes and/or (insofar the principal is a legal person) a change occurs in the Board of Directors and/or in the (majority) control of the principal.

6.5 Without prejudice to all other rights attributed to Contell and unless explicitly otherwise agreed upon in writing, the principal will automatically be held to, as of the moment on which the principal actually effectuated payment, pay late-payment interest over

the invoiced amount to Contell equal to the yet applicable promissory discount rate of De Nederlandsche Bank (*"The Dutch Bank"*) increased by the surcharge interest then applied by the banks as well as by a surcharge of 1%, such on an annual basis.

6.6 Without prejudice to all other rights attributed to Contell, all judicial and extrajudicial expenses deriving from or pertaining to the enforcement of the rights of Contell towards the principal will be borne by the principal. Unless Contell renders plausible that the latter should be set at a higher amount, the extrajudicial costs (such to also include costs pertaining to legal assistance) will be set at 10% of that which the principal needs to pay to Contell.

6.7 Contell will at all times be entitled to deliver the goods C.O.D. (*"cash on delivery"*), to withhold goods or to ask the principal for payment in advance, immediate payment or a security under suspension of its obligation to deliver in connection with fulfilment of the payment obligations towards Contell. In case the principal did not provide the requested security, all at the full satisfaction of Contell, within five (5) working days following a (written) request thereto from the part of Contell, the principal will, without any summation or notice of default being required, automatically be in default with respect to Contell.

6.8 With regard to all that which the principal needs to pay to Contell the bookkeeping and administration of Contell will apply as full evidence, without prejudice to evidence to the contrary provided by the principal. In case the principal believes the invoiced amount, it needs to pay is incorrect, the same will be held to lodge objections in writing with Contell within five (5) working days following the date of the relevant invoice with accurate reference to the, according to the principal, erroneous amounts, failing such the right to lodge objections against the invoiced amount will expire.

6.9. In case a complaint filed by the principal appears to be justified before the payment term, maximum 30 days has expired:

If agreed to proceed with a price reduction, the principal will receive a credit invoice from Contell for the relevant amount;

If agreed to replace and the replaced goods are returned before expiration of the payment term, a credit invoice will be sent by Contell for the replaced goods and the newly delivered goods will again be invoiced. Contell will always be entitled to settle any amounts which it, at any moment in time, has to claim from the principal with amounts which Contell

or any company affiliated with the same needs to pay to the principal.

7. Complaint

7.1 Upon delivery or execution the principal forthwith needs to verify the quantity, type, condition, quality, composition, soundness and other characteristics. The costs of the verification will be borne by the principal.

7.2 The risk that the goods and/or the services are, because of their nature, not suitable for the application(s) which the principal wants to attribute to the same, will be borne by the principal.

7.3 Complaints of whatever nature will neither entirely nor partially suspend the payment obligation of the principal and can only be communicated to Contell in writing within the deadline indicated by this article.

7.4 Each right to complain will expire in case the principal did not fully comply with the provisions contained in this article and will the principal be deemed to have accepted the goods and/or services as, in all aspects, sound.

7.5 The principal will bear the onus of proof that the goods and/or services to which the complaint relates are the same as those delivered by Contell.

7.6 Complaints possibly related to visible or easily verifiable imperfections or shortcomings need to be specified on the transportation document and/or execution document to be signed by the principal upon delivery of the goods and/or the supply of the services or, in case this kind of specification is lacking, need to be reported to Contell in writing within 24 hours following the delivery and/or the supply; all other complaints will need to be communicated to Contell in writing within two working days after possible imperfections or shortcomings become known to the principal however at the latest within six weeks following delivery of the goods and/or the supply of the services, with accurate reference to the description of the complaint(s). In case the packaging of the goods mentions a shorter and/or longer storage life, complaints will need to be filed within this period.

7.7 In any case, assessment whether the goods and/or the services comply with that which has been agreed upon will take place based on their condition at the time of delivery. Goods, in respect of which the principal has filed a complaint, will need to be stored by the principal in an accurate and unused manner and should be separated and unprocessed at a suitable location and should be rendered

available, at the first request thereto of Contell, for further examination by Contell or by a third party to be appointed by Contell. If necessary, Contell will be granted immediate access to the location(s) where the goods are located. The principal will also make sure that possible damages are and will be limited as much as possible.

7.8 Complaints will not be possible in case the principal proceeded with use, amalgamation, processing or resale of the goods whilst the principal could have observed the imperfection or shortcoming by means of a simple verification. Complaints regarding services will not be possible in case verification of the supplied service took place by means of measuring equipment which was not calibrated by an NKO acknowledged authority or in case the verification demonstrated one or more deviations which fall within a reasonable production or measuring tolerance. Nor will this be possible with respect to imperfections or shortcomings resulting from normal wear and tear, injudicious or neglectful use and/or storage, incompetent maintenance, repair activities or changes by the principal or by third parties carried out and/or implemented without the knowledge of Contell and/or in case the fact that the goods do not comply results from any government instruction. In case the technical insights in the line of business or relevant government rules and regulations change, Contell cannot merely on account thereof be considered in default and the principal will, merely on account thereof, not be entitled to file a complaint.

7.9 In case of a possible sampling the latter will take place by a certified sampler or another thereto appointed expert at the discretion of Contell; the sealed samples delivered on behalf of each of the parties constitutes irrefutable evidence between the parties of the composition, quality and condition of the goods at the time of the sampling.

7.10 Examination of the goods, services or samples thereof will, in first instance, be carried out by Contell or, in case such is disputed by the principal, by a TNO institute or another neutral institute certified for such purpose to be appointed by Contell. The costs pertaining to sampling and examination will be borne by the party in the wrong.

7.11. In case the principal, taking the provisions contained in this article into consideration, files a complaint and its complaint appears to regard a shortcoming attributable to Contell, Contell will, at its sole discretion, either repeat the relevant service insofar necessary or replace the relevant goods after which the replaced goods will become the

property of Contell or grant a pro rata reduction on the price in case the imperfection or shortcoming is only of a subordinate nature or only regards a small part of the delivery. The principal should provide Contell a reasonable deadline in connection therewith. 7.12 The principal cannot derive any rights from the provisions contained in paragraph 11 if and insofar the principal is in default towards Contell with regard to fulfilment of its obligations.

8. Liability

8.1 The liability of Contell towards the principal for damages or indirectly resulting from non, untimely or improper fulfilment of the agreement or from a violation of any other contractual obligations towards the principal or third parties is hereby explicitly limited to that to which Contell is held pursuant to article 7 paragraph 11.

8.2 Contell commits towards the principal to carry out the assignment in accordance with the guidelines established by Contell. Contell will not accept any liability with regard to the execution or with regard to the executed assignment, except in case the principal evidences that Contell did not act in conformity with the agreed instructions.

8.3 Each additional liability either for direct or for indirect damages, consequential damages – such to include business damages, costs and interest – are hereby explicitly excluded unless there would be intent or gross culpability on the part of Contell.

8.4 In case a subordinate and/or auxiliary staff hired by Contell is addressed with regard to damages caused during the execution, on behalf of Contell, of the assignment agreed upon with the principal the limitation or exclusion of liability as stipulated by Contell towards the principal will apply

8.5 In no instance whatsoever will Contell be held to compensate a higher amount for damages for which it is held liable than the amount which it can personally claim from its insurance; should the insurance not proceed with payment or in case the damages are not covered by the insurance, the liability will be limited to the net invoiced amount of the relevant delivery.

8.6 Each claim towards Contell about executed assignments will expire after one year following the time of delivery.

8.7 The principal will indemnify Contell against all claims, regardless of the nature and scope thereof, of third parties and will renounce recourse regarding Contell in connection therewith.

9. Force Majeure

9.1 Force majeure in the sense of these terms and conditions is, among others, understood to comprise any circumstance outside the will and assistance of Contell, whether or not foreseeable at the time of conclusion of the agreement, which prevents the normal execution of the agreement or impedes the same so that execution cannot reasonably be expected from Contell such to, among others, include (but not limited to) lack of raw materials; stagnation of the supply of raw materials or semi-manufactures or the transportation of final products as a result of weather circumstances, transportation obstructions and contamination or the danger of contamination, business breakdowns, lack of or damages to production means; strikes or similar actions; (whether or not attributable) shortcomings on the part of third parties hired by Contell as well as governmental measures.

9.2 Without prejudice to all other rights attributed to the parties, after the force majeure situation has lasted for a period of two months the force majeure will entitle both parties to dissolve the agreement with regard to the part which has not been executed yet, all without being back and forth held to compensate any damages.

9.3 In case Contell concluded an agreement with more than one principal regarding the same or similar goods and Contell is, because of a circumstance which cannot be attributed to the same, not able to fully comply with all these agreements it will be authorised to, at its sole discretion, determine which agreement it will comply with and to what extent.

9.4 In case of force majeure Contell will be entitled to adjust the prices and/or the delivery terms and conditions to the then applicable circumstances.

10. Right of lien and suspension

10.1. Contell will be entitled to suspend fulfilment of the obligation to deliver goods until the principal has paid all the amounts payable to Contell.

11. Transfer

11.1 The principal will neither be allowed to transfer rights or obligations deriving from agreements with Contell to a third party nor will these rights and obligations be susceptible to an automatic transfer, all without prejudice to the explicit approval in writing of Contell.

12. Partial invalidity, waiver

12.1 If and insofar one or more provisions of these terms and conditions would appear to be not or not

entirely valid, the other provisions will remain in full force and effect. Instead of the possibly invalid provision a provision which would be stipulated by Contell in case the original provision would be renounced on account of its invalidity will then apply.

12.2 In case strict compliance with these terms and conditions is not continuously required by Contell this will not imply that Contell waives the right to, at any moment in time, require strict compliance.

13. Applicable law, disputes

13.1 Dutch law will exclusively apply to all agreements and possible other legal relations between Contell and the principal; in case of international transactions the Vienna Sales Convention will not apply.

13. 2 All disputes, such to include those which are only considered such by one of the parties, which come to the fore between the parties will, in first instance, exclusively be presented to the District Court in Amsterdam, except in the event the dispute is to be presented to the Cantonal Court.

14. Collection of personal information

14.1. CONTELL collects company- and privacy information on numerous ways. All company- or privacydata will be gathered through the procedures form CONTELL. The data will be stored and used, depending on the purpose for:

- a. Shipment of goods
- b. invoices
- c. To inform the customer about,
 - I. Price-information
 - II. Stock status
 - III. Repairstatus by Track & Trace
- d. Customer satisfaction surveys to improve our procedures

14.2. When the customer uses the contactform on our website, CONTELL is obligated to store the data and use it to inform the customer about the requested information.

14.3. Company or personal information will never be provided to a third party other than mentioned in the procedure debiteuren facturering & beheer.