



General terms and conditions MTEC installation at Nederweert

Article 1 Sphere of action and definitions

1. These general terms and conditions shall be applicable to all (legal) acts of Mr Chiel Peeters acting under the name of Mtec, hereinafter referred to as the contractor, such as offers/tenders, agreements or acceptances of assignments in the context of (framework) agreements and they also prevail over the general terms and conditions of the other party, hereinafter referred to as the client, if the contractor did not expressly reject its applicability. Reference by the client to its own terms of purchase, tender or other terms, shall not be accepted by the contractor.
2. In addition and supplementary to the provisions in paragraph 1 these general terms and conditions shall be applicable if the client accepted their validity in earlier agreements with the contractor.
3. The client accepts the validity of these general terms and conditions with respect to all future transactions with the contractor.

Article 2 Offer

1. All offers made by the contractor are subject to contract: the contractor can still revoke its offer just after receipt of its acceptance, unless that offer contains a period for acceptance and the period has not yet expired. All offers and quotations made by the contractor shall be made on the basis of the prices and specifications applying at the time of the conclusion of the agreement.
2. The content of all offers made by the contractor, such as drawings, descriptions or specifications, shall be as accurate as possible, but not binding.
3. If the client provides details, drawings et cetera to the contractor, the contractor may assume their correctness and the contractor shall base its offer on them.
5. The prices mentioned on all offers and quotations are exclusive of turnover tax.

Article 3 Formation of the agreement

1. The agreement shall come into effect by signing the offer.
2. If the client instructs the work to be executed without having signed the offer, the client is deemed to have accepted the offer in accordance with the offer.
3. If a natural person or legal person enters into an agreement with the

contractor by means of a representative, this person or legal person and the principal shall each be jointly and severally liable for the correct performance of the agreement .

4 If a natural person or legal person enters into an agreement with the contractor, whereas this agreement serves or also serves for the benefit of a third party, then that third party, in addition to the one who enters into the agreement, shall be jointly and severally liable for the correct performance of the agreement, if this person is authorized or created the appearance to be authorized to bind that third party.

.Article 4 Client's insurance

1. The client shall be obliged to take out and to maintain a customary CAR insurance or similar customary insurance(s) in which the contractor (including the subcontractors and auxiliary staff to be engaged by the contractor for the execution of the agreement) is included as co-insured, if the contractor's work serves for the execution of the client's company, unless something different was agreed in writing.

2. The client shall be obliged - at the export of its products and installations, which also consist of the goods developed and/or delivered to the United States of America and Canada or areas to which the law of these countries shall be applicable -, to report to the contractor its export intentions in time and to take out and to maintain the customary liability insurances, also for the benefit of all parties involved in the development, manufacturing or realization of these products and installations.

The client shall not terminate or change these insurances without prior written permission from the contractor.

3. The client shall see to it that the contractor shall receive documentary evidence of the existence and the content of the insurances referred to in paragraphs 1 and 2 as soon as possible.

Article 5 Retention of title and right of pledge

1. All goods meant for Work, such as materials or parts, shall become the client's property after having performed all its financial obligations from the agreement, including that which the client might be due owing to failure in performing its obligations.

2. As long as a retention of title has been attached to the goods delivered, the client shall not be allowed to encumber them outside the normal conduct of its business .

3. After having invoked its retention of title, the contractor shall be allowed to retrieve the goods delivered. The client allows contractor to enter the site where these goods are to be found.

4. If the contractor cannot invoke its retention of title because the goods delivered were mixed, deformed or redrawn, the client shall be obliged to pledge the newly formed goods to the contractor.

Article 6 Suspension, termination and cancellation

1. The contractor shall be authorized to suspend performance of its obligations, if due to circumstances that were not to be expected at the conclusion of the agreement and which are outside its sphere of influence, the contractor is temporarily prevented from performing its obligations.

2. Circumstances that were not to be expected by the contractor and which are outside its sphere of influence, are, among other things, understood to be the circumstance that suppliers and/or subcontractors of the contractor fail to perform their obligations or to perform them by the stipulated date, the weather, earthquakes, fire, loss or theft of equipment, loss of materials to be processed, roadblocks, strikes, work stoppages and import or trading restrictions.

3. If the client applied for a moratorium, was declared bankrupt/insolvent or failed to perform its agreement, the contractor shall be entitled to terminate the agreement.

Article 7 Additional or less work

1. Changes in work shall in any case result in additional or less work if:

-it involves a change in the design or specifications;

-the information provided by the client does not correspond with reality;

-the estimated amounts are deviated from by more than 10 %.

2. Additional work shall be calculated on the basis of the value of the price-determining factors which apply at the time when the additional work is performed. Less work shall be set off on the basis of the value of the price-determining factors which applied at the time when the agreement was concluded .

Article 8 Performance

1. The client sees to it that contractor can perform its work undisturbed and at the time agreed and that at the performance of its work, command can be obtained to dispose of the necessary facilities, such as gas, water and electricity and heating.

2. The client shall be liable for all damage as a result of loss, theft, burning or damage of equipment, materials and other things of the contractor which are found on the location where the work is performed.

3. If the client fails to perform its obligations as described in the previous paragraphs and as a result thereof performance of work is delayed, work shall be performed as soon as the contractor's planning allows to do so. In addition, the client shall be liable for all damage arising from that for the contractor.

Article 9 Price and payment

1. In the amounts agreed between parties and the amounts mentioned in these general terms and conditions, turnover tax is not included. The client shall reimburse the turnover tax due by the contractor in the context of the agreement.

2. All prices and rates are based on a normal working week from Monday up to and including Friday. All work that is performed outside the normal working hours per calendar day, shall be set off against the rates and allowances laid down in the agreement, starting from the contractor's normal working hours. All staff waiting hours respectively, failure hours, respectively, contractor's material caused by the client, shall be set off on the basis of the rates laid down in the agreement.

3. Changes in taxes, excise duties and other taxes to be levied by the government shall be passed on at all times, also relating to offers made before these changes came into force and/or agreements were concluded without the client being entitled to terminate the agreement.

4. Payment shall be made at the contractor's place of business or into an account number indicated by the contractor.

5. Unless agreed otherwise, payment shall be made as follows:

-within 14 days after date of invoice;

-if payment in instalments was agreed:

40% of the total price on order;

50% of the total price after supply of the material;

10% of the total price on delivery.

6. Irrespective of the terms of payment agreed, the client shall be obliged to provide, at the contractor's request, security for payment that is sufficient in the contractor's opinion. If the client does not comply with this request within the term set, the client shall be in immediate default. In that case the contractor shall be entitled to terminate the agreement and to recover its damage from the client.

7. The client's right to set off its debts against the contractor shall be excluded, unless it involves the contractor's liquidation.

8. The debt is immediately due and payable in full if:

-a payment term has expired;

-the client went into liquidation or is applying for a moratorium;

-the client's goods or claims are attached;

-the client (company) is dissolved or liquidated;

-the client (natural person) is placed under guardianship or dies.

9. If payment was not made within the term of payment agreed, the client shall immediately be due interest to the contractor. The interest is 10 % a year, but is equal to the statutory commercial interest if it is higher. In calculating the interest, part of a month is considered to be a full month.

10. All costs actually incurred by the contractor to settle payment of the invoices due, legal as well as other costs prescribed by law, shall be at the expense of the client.

Article 10 Liability and guarantee

1. After the time of delivery the contractor shall no longer be liable for defects, unless:
 - a) those defects are to be attributed to the contractor, and in addition
 - b) the client did not notice those defects prior to delivery, and in addition,
 - c) the client should reasonably not have discovered those defects at the time of delivery.
2. Should the contractor be liable pursuant to the provisions in paragraph 1, then the contractor shall only be obliged to compensate the direct material damage consequently suffered by the client. At the same time applies, however, that only that damage is eligible for compensation against which the contractor has taken out insurance.
3. On no account direct material damage shall include: consequential loss, trading loss, loss of production, loss of turnover/sales or loss of profits or depreciation or loss of products, nor as amounts that would have been included in the implementation costs if the work would have been executed properly from the outset.
4. The client indemnifies the contractor against all claims of third parties due to product liability owing to a defect in a product that was delivered along to a third party by the client and that (also) consisted of the products and/or materials delivered by the contractor.

Article 11 Intellectual property

1. The designs, pictures, descriptions, drawings, models, budgets, calculations and the like provided by or on behalf of the contractor, remain its property.
2. All established rights regarding designs, pictures, descriptions, drawings, models and the like shall be reserved and should be respected.

Article 12 Applicable law and disputes

1. Dutch law shall be applicable to all agreements between the contractor and the client.
2. Disputes shall be settled exclusively by the competent Dutch court in the district of the contractor's place of business.
4. Relating to the agreement the client shall be obliged to choose the Netherlands as its address for service, in so far as the client has not already been established in the Netherlands. In the absence of such a choice of an address for service, the client is deemed to have chosen The Hague as its address of service.

I, Bemelmans, Nicolaas Marie Jozef, sworn translator for the Dutch and English language, registered as such in the District Court in Maastricht on 9 July 1991, hereby certify that the above is a true translation from the Dutch language into the English language of the attached text.

Eijsden, 9 October 2012.