

General Terms of Sale and Delivery of Spirotech UK Limited

1 Applicability of the general terms.

- 1.1 These terms apply to all quotations, in accordance with the provisions of Article 2, made by Spirotech UK Limited (hereinafter referred to as "Spirotech" or the "contractor") and to all agreements reached or to be reached between Spirotech and the client. Any reference by the client to his own terms of purchasing or terms of offer for sale by tender or any other terms is not accepted by the contractor.
- 1.2 Oral agreements with and/or promises by Spirotech personnel and/or representatives are only binding on Spirotech after written confirmation by Spirotech.

2 Quotations and orders.

- 2.1 All quotations made by Spirotech are not binding and must be considered as a whole. The prices and delivery periods stated in Spirotech's price lists and quotations are estimates of the prices and delivery periods. They are stated in good faith and as precisely as possible.
- 2.2 Spirotech is only bound by orders placed by the client, including orders accepted by sales representatives, commercial agents, and other intermediaries, after these have been confirmed by Spirotech in writing. The risk of mistakes and/or incorrect information in any order in the absence of any written confirmation by Spirotech, for example in the case of urgent deliveries, lies with the client.
- 2.3 Sketches, drawings, graphs, prospectuses, measurements and weight specifications and/or other illustrations and data provided by Spirotech are not binding, except to the extent stated in Spirotech's written order confirmation. The quotation made by the contractor,

and the drawings, calculations, software, descriptions, models, tools and the like made or provided by him, continue to be his property, regardless of whether any fee has been charged for these. The contractor continues to be exclusively entitled to the information inherent in any of these or on which the manufacturing and construction methods, products and the like are based, even if a fee has been charged for these. The client warrants that such information will not be copied, shown to any third parties, disclosed or used, unless the contractor's written permission has been obtained, except in the performance of the agreement.

3 Delivery and transfer of risk

- 3.1 Goods are at the risk of the client from the time of delivery.
- 3.2 If goods are not collected from its warehouse for reasons beyond Spirotech's control, it is entitled to separate the goods and to store these at the expense and the risk of the client, without prejudice to its right to claim payment of the sales price.
- 3.3 If the client does not pay for goods on the contractual payment date Spirotech is entitled to forward goods to the client cash on delivery - without prior notice. If at that time the client were to refuse to take receipt of the goods, the agreement will be rescinded at that time by the client and Spirotech will be entitled to claim from the client any costs which have arisen already. Spirotech is entitled to suspend the delivery of goods if there is reasonable doubt that the client will make future contractual payments for the goods..
- 3.4 Goods may only be sent back to Spirotech after written permission from Spirotech. In the event of failure to comply with this provision, the client is liable to pay compensation.

- 3.5 Return deliveries are transported at the client's risk.
- 3.6 Return deliveries of goods that are damaged by or because of the client and return deliveries of unmarketable goods, which are both at Spirotech's discretion, may be refused by Spirotech.
- 3.7 If Spirotech takes receipt of any returned delivery, this does not mean that it approves of the delivery or that it is in an undamaged condition. Spirotech will only send a credit invoice to the client if this has been agreed expressly between Spirotech and the client.
- 3.8 Transport costs of return deliveries and the repair costs of any defects are for the client's account, as is 25% of the market value of the returned goods for *handling* and registration.
- 3.9 Spirotech is entitled to make partial deliveries. Invoices relating to partial deliveries must be paid within the agreed period for payment. Article 7 of these terms applies to such invoices.

4 Delivery periods

- 4.1 The delivery period begins after the agreement has been concluded, Spirotech has all data required for its performance in its possession and payment has been made and security provided by the client in so far as this has to be effected when the agreement is concluded.
- 4.2 In the event the delivery period is exceeded – on any grounds whatsoever – the client waives his right to suspend the performance of his obligations under the agreement, and his right to compensation and rejection.
- 4.3 If Spirotech is unable to comply with the delivery period promised by it on account of force majeure, Article 5.2 shall apply.

5 Force majeure.

- 5.1 Force majeure refers to any circumstances with respect to which Spirotech is not at fault and which are also not for its account by virtue of the law, any legal transaction or generally accepted views. This includes, without limitation, restrictive government measures of any kind whatsoever, strikes, sit-downs, seizure, machine defects, transportation difficulties, lack of semi-finished products and auxiliary materials, and full or partial default by a third party from which goods or services must be received.
- 5.2 If, on account of force majeure, Spirotech cannot meet its obligations or can do so only with difficulty, it is, at its discretion, entitled to perform the agreement in part, or to rescind the agreement without court intervention, or to suspend performance in full or in part, in each case without being obliged to pay any compensation.

6 Prices

- 6.1 The goods delivered by Spirotech will be invoiced in accordance with the price confirmed by Spirotech in its written order confirmation. Any increases in the prices of materials, wages, tax rates, freight rates, exchange rates or other cost price components between the date of the written order confirmation and date of delivery will be passed on to the client in so far as they exceed 1% of the sales price, unless expressly agreed otherwise. All of Spirotech prices exclude VAT, unless stated otherwise.
- 6.2 The costs of special packaging will be charged to the client.

7 Payment

- 7.1 The client will be deemed to have acknowledged an invoice as correct and due if he has not submitted an objection to it in writing within fourteen days after the invoice date,

stating the nature of the objection.

- 7.2 All payments due from the client must have been received by Spirotech within thirty days after the invoice date, in pounds sterling, without any deductions or set-off, unless agreed otherwise in writing.
- 7.3 If the client fails to pay any amount due from him in accordance with Article 7.2, or if, before the period specified in Article 7.2 has expired, the client applies for suspension of payments or is declared bankrupt, or is liquidated, or is placed in trust, under administration or receivership, the client is in default by operation of law and Spirotech is entitled, without any formal notice, to charge him interest from and including the due date at a rate of 3 per cent above the statutory interest rate applicable in the Netherlands and to charge him for all the judicial and extrajudicial costs in connection with the collection of its claim.
- 7.4 If the client is in default in the payment of any invoice, all other claims of Spirotech against the client become immediately due and payable. Furthermore, in that case Spirotech is entitled to immediately rescind all sales agreements with the client.

8 Rights of title and use

- 8.1. The title to goods delivered to the client is retained by Spirotech. Title to delivered goods only passes to the client when all monies the client owes Spirotech on account of deliveries or work have been paid to Spirotech in full, including interest and costs.
- 8.2. The client is entitled to sell the goods delivered to him and title to which is retained by Spirotech to any third party in a lawful manner or to process them in the normal performance of his business operations.

- 8.3. Spirotech continues to be solely entitled to use the data referred to in the first sentence of Article 2.3, regardless of whether any third party has been charged any costs for such data. Such data may not be copied in full or in part or made available to any third party for examination or otherwise, and must be returned upon the contractor's first request.
- 8.4. The title to templates, moulds, auxiliary equipment and other appliances made by Spirotech is retained by Spirotech, even if a separate amount has been charged for these.
- 8.5. The client is not entitled to pledge the goods belonging to Spirotech or to hand them over to a third party on loan, safekeeping, on consignment or for inspection. The client shall immediately inform Spirotech of any seizure or other infraction or threat of any infraction by any third party of the property rights or rights of sole use of Spirotech. In all such cases, the client will point out such rights of Spirotech to such third parties.
- 8.6. If a client has payment difficulties or any of the circumstances referred to in Article 7.3 apply to the client, Spirotech is entitled to take back the goods delivered subject to retention of title, regardless of whether or not the delivered goods have been processed or assembled. If goods are taken back, the client will be credited with the original purchase price, less any costs in connection with the agreement, provided the goods have been returned undamaged.
- 8.7. As long as the title to the goods has not passed to the client, the client shall insure them against usual risks at his own expense, but for the benefit of Spirotech.
- 8.8. If the same kind of goods have been delivered for one or more unpaid invoices, the goods at the client's location will be deemed to have

been delivered for the unpaid invoices.

9 Intellectual property

- 9.1. All intellectual property rights in the goods and related materials to be delivered, are the property of Spirotech. The trademarks and logos (hereinafter jointly: "trademarks") used by Spirotech in connection with the goods to be delivered are registered trademarks of Spirotech. The client will respect and maintain the trademarks of Spirotech affixed to the goods and materials delivered by Spirotech, both in the event of the client's own use and in the event that the goods are resold.
- 9.2. The client shall use the aforementioned trademarks, including any related graphical data, in his own advertisements and other advertising materials of any nature whatsoever in so far as such materials relate to goods or materials of Spirotech. The indication of the trademarks may be by using the ® sign in combination with the trademark or by stating: "a registered trademark of Spirotech".
- 9.3. The client warrants that his clients will also in the same way give notice of Spirotech's right to the trademarks on all copies of advertisements and other advertising materials to be published or used by them in which the trademarks - including any related graphical data of Spirotech - are used.

10 Claims

- 10.1 Claims with respect to externally visible defects and deviations must be reported to Spirotech in writing within 48 hours after delivery, not including Saturdays, Sundays and generally accepted public holidays. If a claim is not made within this time, Spirotech is entitled to reject such claim with respect to externally visible defects and deviations.

11 Guarantee

- 11.1 Spirotech gives a guarantee of 36 months for the delivered goods, to be counted from the date of delivery. For vacuum deaerators the guarantee period is 24 months.
- 11.2 This guarantee entails that Spirotech will, at its own discretion, replace or repair the delivered goods, if it has become apparent within the guarantee period that the goods are faulty on account of unsuitable construction or bad materials, or do not comply with the agreement in any other respect. Replacement or repair on the basis of this guarantee requires that the goods in question must be made available at the address designated by Spirotech for this purpose and, after replacement or repair, the goods will again be made available to the client at the address designated by Spirotech. The costs of transportation, disassembly and assembly of such goods are excluded from this guarantee.
- 11.3 Goods replaced on the basis of Article 11.2 will become Spirotech's property.
- 11.4 This guarantee only extends to the client who can prove to have purchased the goods new and unused.
- 11.5 All of the client's rights under this Article lapse if the goods have been repaired or altered or there have been attempts to repair or alter the goods by the client or third parties on the instructions of the client, or the goods have been subjected to rough or unskilled treatment, assembly errors, incorrect operation, overload or excessive filthiness, or if the products have not been used in accordance with the purpose for which they are intended or if the use and the applied material have not been adjusted to each other.
- 11.6 As regards products or components bought by Spirotech from any third

party, this guarantee does not go beyond the guarantee given by that third party.

which are to be bought from a third party by Spirotech on the instructions of the client.

12 Liability.

12.1 The guarantee under Article 11 will be the sole and total compensation if the goods delivered by Spirotech are used commercially and Spirotech excludes any other claim for compensation - including indirect or consequential losses or loss of profit - unless the client proves that the loss is attributable to serious misconduct or negligence of Spirotech. Also in the latter case Spirotech is never liable for the loss of profit arising from it.

12.2 Spirotech is not liable for costs, damage and interest which might arise as a direct or indirect result of the violation of patents, models or other intellectual or industrial rights of sole use belonging to third parties, licences or other rights of third parties, resulting from the use of data provided by or on behalf of the client, even though Spirotech's advice was obtained in this matter.

12.3 The client waives any claims for compensation with respect to damage inflicted on his property during work by Spirotech employees or its suppliers, unless the damage has been caused by intent or serious misconduct.

12.4 Spirotech excludes liability for its goods if these have been manufactured in accordance with mandatory government regulations or if the damage is attributable to the design of a product of which its goods are a component.

12.5 Spirotech's liability will be reduced if the damage is caused by both a defect of its goods and a fault of the client or his legal successor or a party for which the client is responsible.

12.6 Spirotech is not liable for components of goods delivered by it

12.7 Spirotech accepts no responsibility or liability whatsoever for constructions and designs which have been manufactured by it at the client's special request, at variance with normal production by Spirotech, or for trial constructions, prototypes and the like which are built into the works of third parties or for advice in such matters. All this is fully at the risk of the client. In particular, Spirotech does not accept any liability for any loss of profit or product damage arising from this.

13 Indemnification

13.1 The client indemnifies Spirotech against any possible claims by third parties against Spirotech with respect to damage which might have been sustained by a third party, caused by goods delivered by Spirotech, to products which are used in order to perform a profession or operate a business.

14 Confidentiality

14.1 The client is obliged to observe confidentiality vis-à-vis third parties with respect to all business matters of Spirotech, including any data concerning models, drawings, designs, diagrams or constructions, of which he has become aware on account of Spirotech's delivery or quotation.

15 Disputes

15.1 Save in the event the cantonal court has jurisdiction, the district court of 's Hertogenbosch has jurisdiction to hear any dispute.

16 Applicable law.

16.1 Dutch law applies exclusively to all agreements concluded subject to these terms.

16.2 The Vienna Sales Convention (being the UN Vienna Convention for international sales contracts concerning movable property of 11 April 1980) does not apply and is hereby expressly excluded.

17 Final provisions.

17.1 In all cases in which a sales agreement concluded by Spirotech may be rescinded or cancelled pursuant to these general terms and conditions, this will be effected without court intervention.

17.2 If any provision of these general terms and conditions were to be declared invalid or not binding by a court order, the other provisions continue to stand in full.

17.3 Spirotech is at all times entitled to amend or revise these general terms.