



ASHWORTH BELTS B.V.

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GENERAL CONDITIONS OF SALE, DELIVERY AND PAYMENT

Applying to all agreements, regardless of their name, to be concluded or concluded by Ashworth Belts B.V. at Borne, the Netherlands, as well as to all activities regarding assembly, putting into operation and service, to be carried out by Ashworth Belts B.V.

Applicability

Article 1

Paragraph 1

Subject to any express and written agreement to the contrary, the present general conditions shall apply to all our offers and to all agreements concluded by us, regardless of their name. Particularly, the present conditions shall govern any agreements concluded by us regarding the supply of goods, as well as any agreements regarding the performance of services and activities, regardless of their nature, including assembly, putting into operation and service to be performed by us.

Paragraph 2

Any reference in the present general conditions to "purchaser" shall be a reference to any natural or artificial person with whom we have a contractual relation in virtue of an agreement concluded with us or any other agreement, as well as any natural or artificial person who wishes to conclude a purchase agreement or other agreement with us.

Any reference in the following to "principal" shall be a reference to any natural or artificial person who has ordered us to carry out activities regarding assembly, putting into operation and/or service, as well as any natural or artificial person who wishes to order us to carry out activities regarding assembly, putting into operation and service.

Any reference in articles 1 up to 10 inclusive to "purchaser" shall also be a reference to "principal."

Paragraph 3

Any reference in articles 1 up to 10 inclusive of the present general conditions to "supply (of goods)" shall also be a reference to the performance of services and activities, regardless of their nature, and more specifically assembly, putting into operation and/or service.

Paragraph 4

The provisions under the present general conditions may exclusively and solely be deviated from in writing.

Paragraph 5

If the purchaser also refers to his general conditions, the general conditions of the purchaser shall only apply to the extent that his conditions shall not conflict with the provisions in our general conditions. Consequently, if the conditions of the purchaser conflict with our conditions, or if our conditions exhaustively provide for a certain aspect, the provisions in our conditions shall be exclusively applicable. A deviating stipulation in the conditions of the purchaser shall not affect the forgoing.

Offers

Article 2

Paragraph 1

All our offers must be considered as invitations to threat to the potential purchaser. Consequently, they shall not be binding upon us in any way, unless the contrary has been explicitly and unmistakably established (in writing) in the offer. The order given to us shall apply as an offer to buy, which shall only be considered as accepted by us after a written confirmation on our part (the so-called order confirmation form).

Paragraph 2

The offers made by us shall include samples, pilot models, display models drawings and suchlike, as well as any annexes and documents regarding our offers. All this, as well as any implements made by us in this connection, shall remain our property and must be returned to us at our request and may not be copied and/or forwarded to third parties without our explicit written approval. Additionally, we shall reserve any existing rights in virtue of intellectual and industrial property.

Conclusion of Agreement

Article 3

Paragraph 1

An agreement with us shall only come into existence when an order supplied to us is accepted by us in writing. An agreement shall be considered to be concluded at the moment when we send the order confirmation form.

Paragraph 2

The purchaser shall be bound to his order, supplied to us in whatever form, during a period of 7 days of the order date or (if it concerns an oral order) after placing the order. A statement of the purchaser that he wishes to annul or amend his order, made during this period of 7 days, may therefore not prevent the conclusion of an agreement in virtue of the (original) order, if the order is still accepted/confirmed by us within a period of 7 days. The date of acceptance/confirmation of the order shall be the date at which we send the order confirmation form.

Paragraph 3

The order confirmation form sent by us to the purchaser shall be deemed to properly and fully reproduce the contents of the agreement. Our written order confirmation shall be deemed to be agreed upon by the purchaser, if the latter has not informed us in writing within 10 days of the confirmation date that he cannot agree to the contents of the order confirmation form. This shall equally apply if we asked for an acknowledgment and/or a statement of agreement.

Prices

Article 4

Paragraph 1

Subject to any express provision to the contrary, our prices shall be exclusive of sales tax.

Paragraph 2

Our prices shall be based on the cost factors existing at the time of the agreement's conclusion, such as exchange rates, cost prices, prices of materials and raw materials, wages and costs of transport, taxes, import duties and other government-levied charges.

Paragraph 3

If at the time of the performance of the order or a part thereof, the purchase prices of raw materials and/or other cost price factors have increased, we shall reserve the right to increase the agreed upon price accordingly.

In the event that payment is agreed upon in foreign currency in contravention to article 9 and in the event that such currency devalues, we shall also reserve such right.

In case of price increase, the purchaser shall be informed on this as soon as possible in writing. If the price increase occurs within 3 months of the conclusion of the agreement, the purchaser shall be entitled to terminate the whole or any part of the agreement within 10 days by registered letter. If we have not received a written notification of the purchaser within 10 days, he shall be deemed to agree the price increase.

Dates of delivery and passages of property

Article 5

Paragraph 1

The delivery time announced by us shall commence on the day mentioned in our written acceptance (order confirmation form). If an advance payment of a part of the purchase price has been agreed upon, the delivery time shall not commence before the day when we received such payment. If any arrangement has been made with respect to payments, the delivery time shall not commence before the effectuation of such arrangement. The delivery time shall never commence before we have received all documents and details necessary for the performance of the order.

Paragraph 2

Subject to any express agreement to the contrary, the delivery times announced by us may never be considered as statutory limits. Consequently, in the event of a late delivery we must be given written notice of default.

Paragraph 3

The purchaser shall be held to take the bought goods within the agreed upon time. In default thereof we shall be entitled – at our option – either to demand, pursuant to the provisions under article 60, Book 6 of the Dutch Civil Code, the competent judge to relieve us of our obligation to supply the agreed upon goods, or to demand payment of the purchase price of the part which has not been taken, without any prior notice of default. Should the purchaser fail to satisfy his payment obligation, we shall be entitled to declare the agreement to be terminated, without obtaining a court order.

Should the purchaser, in accordance with the above, remain in default on taking the bought goods within the agreed upon time and we claim payment of the purchase price, the goods shall be deemed to be delivered and we shall store the goods at the expense and risk of the purchaser for a maximum period of 6 months on payment of all resulting costs.

In case that no term for taking goods has been agreed upon, we shall be entitled to take the measures referred to in the present article if the goods have been taken by the purchaser within 3 months after our invitation thereto

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Paragraph 4

Subject to any agreement to the contrary, delivery shall take place ex factory. Transport shall always take place at the purchaser's risk and expense, who shall not be able to recover any damage from us, related in whatever way to the transport. In case of the whole or partial loss of the shipped goods during transport, we shall remain entitled to the full sales price.

The delivered goods shall be at risk of the purchaser as from the delivery (ex factory), even if transfer of title has not yet taken place, pursuant to the provisions under article 7 hereinafter.

This shall equally apply as from the moment on which the purchaser, pursuant to the provisions referred to in the preceding paragraph 3, is in default on taking the bought goods within the agreed upon time, or – if no term for taking the goods has been agreed upon – within 3 months after our invitation thereto.

Complaints on the part of the purchaser

Article 6

Paragraph 1

Any externally visible defects in the goods delivered by us must be claimed by the purchaser upon testing c.q. inspection or sampling in our warehouse or, if such testing, inspection or sampling does not take place, within 8 days after the purchaser has received the goods. The claim must be filed by registered letter, clearly and accurately substantiating the complaint and stating the invoice related to the concerning goods.

Paragraph 2

Defects which are not externally visible must be claimed by the purchaser within 8 days of the discovery of such defects, in the manner referred to in para. 1.

Paragraph 3

Any right of the purchaser to file any claims against us regarding defects in the goods delivered by us shall expire, if:

- a. We have not been notified of the defects within the periods stated in para. 2 and para. 3 and/or in the manner described therein;
- b. The purchaser does not/not sufficiently give us the opportunity to immediately inspect the complaints or have them inspected by any third party instructed by us for their validity;
- c. The application and the use of goods with regard to which the complaints have been filed, is continued by the purchaser or if there is a question of improper, incompetent or more than normal use by the purchaser or insufficient maintenance, or if (repair) activities have been carried out other than in emergency cases by the purchaser or by third parties instructed by him, such at our discretion;

d. The warranty period mentioned in the individual agreement has expired or, if there is not such period, the purchaser files his complaints after more than 12 months have lapsed since the delivery time. Last mentioned period of 12 months shall be based on normal use of the goods delivered by us, by which we mean: 8 hours use per day during 5 days a week. A more than normal use shall proportionally shorten the period of 12 months.

Liability

Article 7

Paragraph 1

The purchaser may exclusively assert (warranty) claims against us if third parties (such as manufacturers) have not assumed the guarantee obligations with respect to the goods delivered by us. In such case our liability shall be limited to defects which are a result of production faults, construction faults and defective material.

Paragraph 2

In the event that we are liable, as referred to in para. 1 we shall only be held – at our option:

- a. To repair the found defects on the spot or elsewhere (free of charge);
- b. To deliver replacement goods after the reception of the faulty goods; returning the goods to us shall be at the purchaser's expense;
- c. To pay back the received purchase price or to credit the invoice sent to the purchaser and to declare the concluded agreement to be terminated without obtaining a court order, all to the extent that the purchase price, the invoice and agreement regard the delivered faulty goods.

Paragraph 3

Subject to any obligations on our part in virtue of the above, we shall never be liable for payment of any damages whatsoever to the purchaser and third parties, unless there is question of intent or gross fault on our part (to be established by all lawful means by the party who holds us responsible therefore). More specifically, we shall not be liable for any consequential damage or loss of profits, direct or indirect damage, regardless of the name – including loss of earnings and stagnation damage – suffered by the purchaser/principal, his subordinates and employees or third parties working for or on behalf of him, as a consequence of full or partial (re)delivery of goods, late or improper delivery or non-delivery of goods or as a consequence of the goods themselves.

Paragraph 4

Notwithstanding the other provisions in this article, we may in no event be held liable if the goods are not placed, treated, used or kept in a proper way, or if they are used or treated under other circumstances or for other purposes as provided by us.

Paragraph 5

The purchaser shall be held to indemnify us against any possible claims by third parties against us with respect to the performance of the agreement, insofar as the law shall not oppose to the fact that the damages and costs ensuing from these claims shall be at the purchaser's expense.

Paragraph 6

If the purchaser wrongfully files any complaints against us, the purchaser shall be liable for payment of any damages suffered by us as a consequence thereof.

Retention of Title

Article 8

Paragraph 1

We shall retain title to all goods delivered by us until full payment by the purchaser of the sum due to us in virtue of the delivered goods, including the sum due by the purchaser in virtue of activities carried out by us in addition to the delivery.

Paragraph 2

The provision under paragraph 1 shall equally apply to goods which have been processed. In that case, as a result of specification the good obtained after processing shall replace the good delivered by us under title, even if it is present in the business of third parties, and the purchaser (c.q. third party) shall be deemed to keep the goods for us.

Paragraph 3

In case of resale by the purchaser of goods which have not yet been paid for and to which we consequently retain title, the purchaser shall be held, at our request, either to transfer to us the purchase price received or to be received by him, or to assign the claim to us, such at our discretion.

If the purchaser refuses such transfer, he shall also be liable for payment of interest (referred to in article 9, para. 6) without a further notice from us being required.

The assets thus realized shall serve to reduce our claim against the purchaser.

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Paragraph 4

The purchaser shall have an obligation to take due care of our goods delivered subject to retention of title and the goods must be properly insured, particularly against molestation, theft and fire.

Paragraph 5

We shall at all times be entitled to take back the goods which are present in the business of the purchaser (or of third parties) but to which we retain title, as soon as we can reasonably assume that there is an actual possibility that the purchaser will fail to satisfy his obligations.

The foregoing shall not affect any of our rights ensuing from the common right particularly we shall also maintain the right to claim damages from the purchaser after taking back the goods.

Security**Article 9****Paragraph 1**

We shall entitle to terminate the agreement, to require security from the purchaser or to demand payment in cash, if there are indications regarding the insufficient creditworthiness of the purchaser, as well as if our credit insurer is not disposed to cover the credit.

Paragraph 2

If a security required by us is not provided within a reasonable term, we shall be entitled to terminate the agreement without obtaining a court order, on the condition that we have informed the purchaser in writing on our intention and have granted him another opportunity to provide us with the required security within a reasonable term.

Payment**Article 10****Paragraph 1**

Payment shall be made in accordance with the relative statements on the order confirmation form or the invoice, and shall be made by Dutch legal tender. If the order confirmation form and the invoice do not correspond, payment must be made in the manner indicated on the invoice.

Paragraph 2

In case that we accept bills of exchange, which payment shall not apply as payment in cash, the customary discount costs and collecting costs shall be at the expense of the purchaser at the moment when the claim falls due and they must be paid without delay.

Paragraph 3

In the event that two or more purchasers have acted together as such under an agreement, both of them shall be severally liable for full payment of the purchase price.

Paragraph 4

Payments must be received by us within 30 days of the invoice date. We shall reserve the right to demand payment cash as the occasion arises.

Paragraph 5

If the purchaser fail to effect (full) payment on time, he shall be in default without any further notice of default being required. In such case we shall either be entitled – at our discretion – to terminate the agreement with respect to goods yet to be delivered without any notice of default or court order, or, if and insofar as there is a sufficient relation with the nonfulfillment of the purchaser, to postpone the performance of all our obligations towards the purchaser. We shall also be entitled to claim damages pursuant article 74, Book 6 of the Dutch Civil Code, without prejudice to any other rights ensuing from the common right.

Non-payment upon maturity shall always result in the expiration of any agreed upon discounts with the purchaser.

Paragraph 6

If the purchaser is in default on timely payment, he shall be liable towards us, without any further notice from us being required, for payment of interest at the rate equivalent to the statutory interest as increased by 4% on an annual basis as from the day of maturity until the day of full payment, which interest shall be payable on demand without any further proof of default.

In addition, the purchaser shall be held to reimburse us for the extrajudicial costs, related to the collection of our claim(s); these costs shall be established at 15% of the due amount, without prejudice to our right to make higher costs reasonable.

Paragraph 7

Pursuant to article 44, Book 6 of the Civil Dutch Code, payments shall first be deemed to decrease the costs mentioned in paragraph 6, subsequently to decrease the occurred interest and finally to decrease the capital and current interest

Paragraph 8

Additionally, our claim against the purchaser shall become payable on demand if the purchaser changes his company form, applies for a suspension of payments, is declared bankrupt, goes into liquidation, dies or – if it concerns an artificial person – is dissolved, as well as if third parties attach any goods of the purchaser.

Force Majeure**Article 11****Paragraph 1**

Force majeure shall mean any circumstance beyond our control of such nature that performance of the agreement may not reasonably be required from us (so-called non-imputable improper performance).

Force majeure shall in any case include war, threat of war, riot, exclusion, obstruction of transport, fire or other disturbances in our company or in the company of our suppliers, late delivery by whatever cause of the goods ordered by us, sabotage, impeding measures by government bodies or international bodies, as well as a ban on delivery imposed by an association, of which we are member.

Paragraph 2

In the event that we cannot timely perform the agreement because of force majeure, we shall be entitled, at our discretion, either to defer performance of the agreement or to declare the agreement to be terminated.

During the period of force majeure the purchaser shall be discharged from his payment obligation. The payment obligation shall revive after we are no longer prevented by force majeure from performing our obligations. In case of force majeure the purchaser may not claim any damages from us.

Special provisions regarding assembly, putting into operation and service

Article 12

Definitions

- a. Assembly shall include all activities carried out outside of our factories until the trial run (including all on-site preparations and inspections of the assembly), among other things regarding the construction of a machine and/or installation on the spot indicated by the principal.
- b. Bringing into action shall include all activities as from the beginning of the trial until the moment of take-over by the principal, referred to in article 15, paragraph 1, second subsection.
- c. Service shall include all activities outside of our factories and not included under a or b.

Article 13

Paragraph 1

If the assembly is accepted for a fixed price (all in), which must be expressly agreed upon, the costs mentioned in the following under a. up to e. inclusive shall be included the price.

Paragraph 2

Subject to the aforementioned case, the following costs for the performance of activities shall be charged:

- a. Costs according to the rates as mentioned in the last offer.
- b. Travel expenses in the broadest sense of the word, including visas and insurances related to such travel expenses.
- c. Costs of materials to be used and processed insofar as they do not regard components of machines and/or installations which have already been ordered separately at the client's risk and expense.
- d. Charges of telephone conversations held with regard to and on the spot of activities, as well as telegram, telex and postal charges.
- e. In case of delayed activities by force majeure, at least by circumstances which are not imputable to us, the costs, such as waiting hours, extra travel and accommodation expenses caused by such force majeure (see article 11) and or aforementioned circumstances, shall be at the principal's expense.

Article 14

Paragraph 1

In consultation with us the principal shall make the following facilities available on time and without any expenses being involved for us, and shall provide for:

- a. Suitable accommodation, as near as possible to the construction site;
- b. Assistant workmen, such as welders, bench fitters, electricians and, if necessary, bricklayers, carpenters and other craftsmen in a number to be determined in consultation with us;
- c. The readiness, insofar as necessary, of the buildings, bedplates, water pipes, steam pipes, electric wiring, condensation pipes, pneumatic pipes, and cold pipes and the presence on the spot in a good condition of the machines and installations to be assembled.
- d. All the electrician's work and plumbing work, insofar as not being an integral part of the machines delivered by us, in short all activities which are not explicitly mentioned in the order;
- e. Any aids which we consider to be necessary for the performance of the work, such as hoists, welding apparatus, grinders, oils and greases, cleaning materials and sealers, gas and oxygen, water and steam, electricity and compressed air, heating and lighting, insulation and scaffolding in working order, means of transport, roads necessary for transport etc.;
- f. A dry and lockable space for keeping the components of the machines, materials, tools etc. in the direct vicinity of the place of activities, as well as the timely transport of the supplied components etc. to this place;
- g. A suitable (and heated) room for the assemblers, secured against theft, provided with lighting and washing accommodation, as well as first aid and all necessary measures for the protection of persons and objects at the place of activities;
- h. The statutory safety requirements insofar as significant for the work, and informing of our employees on these regulations. In case of a violation of these regulations the principal shall inform us on such violation;
- i. A work permit and/or other permits, such as any possible statutory permits for carrying out overtime work if our employees have to work in addition to regular working hours –applying to the principal's company-, as well as the presence at that time of a representative of the principal;
- j. Information on local taxes regarding the activities to be carried out by us on behalf of the principal;
- k. Costs of replacement of personnel which has become incapacitated, insofar as these costs are not covered in any other way.

Paragraph 2

In the event that the principal shall remain in default on timely providing the facilities referred to in article 14a. up to k. inclusive, we may charge him with all resulting costs, damage and interest.

Article 15**Paragraph 1**

Assembly activities shall only be finished if we have informed the principal in this respect.

The trial run and putting into operation of a machine or an installation shall only be finished if we have informed the principal in this respect. The principal shall provide us, free of charge, with any raw materials, respectively products necessary for the trial run.

Paragraph 2

The principal shall take the machine and/or installation as soon as it is ready for operation and complies with the essences of the specification in the purchase agreement.

Paragraph 3

In the event that at an undertaking with assembly a take-over test is conducted, the purchaser shall grant us the opportunity, after installing the machine and/or installation on the spot in order to be ready for operation, to conduct any pretests, as well as to introduce any improvements and modifications which we consider to be necessary, on the condition that the principal's company will not be hindered unless such should be imperative for carrying out the activities which we consider to be necessary. The take-over test shall be conducted within the shortest possible term after finishing the pretests.

Paragraph 4

If required we shall instruct the purchaser and his personnel regarding the proper use of the machine and/or the installation within 2 months of the transfer on payment.

Article 16**Paragraph 1**

Periodically, the principal shall sign the hour account filled in by our personnel . This hour account shall be the basis of the invoice. If the submission has not taken place, the principal must be notify this to us. The principal shall be entitled to comment on these reports. Any hour accounts submitted by us which have not been signed within 3 weeks of submission, without reason given, shall be deemed to be signed.

Paragraph 2

If the activities carried out by us extend over a period of more than one month, we shall be entitled to send a monthly invoice for the activities carried out in the concerning month and for other costs to be settled.

Paragraph 3

We shall be entitled to instruct subcontractors to carry out the activities.

Paragraph 4

In the event that activities have to be carried out to other machinery than delivered by us, such activities must be agreed upon separately in writing.

Article 17**Paragraph 1**

Without prejudice to the provisions in article 7 we shall not be liable for actions or negligence's by personnel placed at our disposal by or on behalf of the principal, even though the personnel must behave according to our instructions.

After all , the personnel shall remain in the pay of the principal, who shall be entitled to give instructions and orders regarding the commissioned activities. The principal shall maintain the legal authority over the behavior of the employees.

Paragraph 2

The principal shall be liable for all damages to -and loss of- material, machines and tools supplied by us to the place of assembly.

Governing Law

Article 18

Paragraph 1

The present agreement and all resulting agreements shall be exclusively governed by Dutch law.

Any dispute (including those which are only considered as such by one of the parties), which may arise from the present agreement or of other resulting agreements, shall be submitted to the judgment of an arbitration board, appointed and deciding in accordance with the articles of association of the Arbitration Board for Metal Industry and Trade in The Hague (Raad van Arbitrage voor Metaalnijverheid en – handel). In case of absence of such arbitration board, the plaintiff shall apply to the President of the District Court at Almelo, the Netherlands, with the request to appoint three arbitrators for the settlement of the dispute. These arbitrators shall hear the case and decide in accordance with the articles of association of the Arbitration Board referred to the preceding sub-paragraph.

Paragraph 2

Any dispute ensuing from the collection of undisputed claims shall not be submitted to arbitration. Such disputes, as well as all resulting disputes shall be submitted to the judge having competent jurisdiction.

Paragraph 3

The provisions under paragraph 1 shall not deprive any of the parties of their right to apply for an urgent provision to the body indicated for that purpose in virtue of common law.

Final Provision

Article 19

Paragraph 1

The previous provisions shall not limit in any way the rights ensuing for us from the common law.

Paragraph 2

In the event that the previous provisions appear to be completely or partially void, the remaining provisions (the remainder of the provision) shall remain unimpaired valid.

