

GENERAL CONDITIONS OF SALE OF POLE PRODUCTS

Part I GENERAL CONDITIONS

1. Applicability

1.1. These General Conditions of Sale (hereinafter referred to as: the 'General Conditions') apply to all offers and agreements concerning the sale and delivery of goods and/or the provision of services between Pole Products (a trade name of Hydro Extrusion Drunen BV) and hereinafter referred to as: 'Pole Products' and the counterparty.

1.2. Any general conditions and stipulations applied by the counterparty which deviate from the General Conditions, are explicitly rejected by Pole Products, unless Pole Products has expressly acknowledged them in writing.

1.3. If any provision of these General Conditions becomes fully or partially invalid or is declared null and void, this will not affect the binding nature of the remaining provisions of these General Conditions. In that case, the parties will consult with the aim being to agree (a) new provision(s) to replace the invalid or null and void provision(s), with due consideration for the object and purport of the invalid or null and void provision(s).

1.4. In the event of contrariety between the contents of the General Conditions on the one hand and special conditions of sale on the other (whether laid down in the offer or agreement or otherwise) the latter will apply.

2. Offers and formation of the agreement

2.1. All offers by Pole Products are entirely free of obligation, are indicative by nature and are not binding in any way. A purchase order of the counterparty (including any changes and/or supplements to the offer by Pole Products) is only binding for Pole Products if they have been accepted in writing by means of an order confirmation. The order confirmation serves as the agreement entered into between Pole Products and the counterparty.

2.2. Details in printed matter, advertising material, catalogues and websites issued by Pole Products free of obligation in nature and cannot be changed by Pole Products without prior notification. They will only bind Pole Products after they have become part of an agreement.

2.3. Pole Products reserves all (intellectual) property rights to all Pole Products information incorporated in and/or accompanying offers or agreements, or communicated verbally by Pole Products. This information may not be passed on to third parties or made available for perusal without prior written permission.

2.4. If the counterparty consists of several natural persons and/or legal entities, each of those persons will be jointly and severally bound by the agreement.

Part II SALE AND DELIVERY OF GOODS

The following provisions apply to offers and agreements of which the subject is the sale and delivery of goods by Pole Products, whether in conjunction with services to be provided by Pole Products or otherwise.

3. Dimensions, weights, quantities and other details

3.1. Minor deviations from models and/or drawings, dimensions, weights, quantities, colours and/or other deviations, as a result of which no fundamental change is made to the technical and/or aesthetic design, do not entitle the counterparty to cancellation or discount or dissolution of the agreement, nor to refuse receipt of payment, nor to any other action on its part.

3.2. Barring any different provision agreed in writing as regards quantities and/or weights, a discrepancy of no more than 10% will be regarded as 'minor' within the meaning of Article 3.1., while the standard tolerance for the product in question will apply for directions and colours.

4. Prices

4.1. The prices referred to in Pole Products catalogues and/or price lists are free of obligation and can be changed at any time. The prices that apply to the agreement with the counterparty are the prices which apply at the moment at which the agreement becomes binding for Pole Products as a result of its written acceptance.

4.2. The prices stated by Pole Products specified prices are in euros, excluding VAT and any other taxes, customs duties, packaging, transport and insurance, unless stated otherwise. All prices stated by Pole Products are 'ex works' or 'ex warehouse', including the factory and/or the warehouse of a supply and/or subcontractor.

4.3. The prices include the standard packaging and are based on one-off delivery. If the parties agree that Pole Products will assemble the goods it has delivered, the assembly prices will be based on uninterrupted assembly.

4.4. If the counterparty wants non-standard packaging and agrees such with Pole Products, the corresponding costs will be for its account. Non-standard packaging, the packaging material used as a result and the processing thereof after receipt of the account and risk of the counterparty. Not using standard packaging does not imply any entitlement to a price discount.

4.5. In the event of an increasing costs between the time at which the agreement was formed and the full implementation thereof, Pole Products is entitled, irrespective of the predictability thereof, to increase the price accordingly in such a way as to compensate the increase in costs fully or proportionally. Cost increases are taken to mean, but not exclusively, cost increases resulting from increases or changes to wages, charges, taxes, legislation and regulations, retributions, consignments, levies, prices of raw materials and power, exchange rate changes and/or increases in the costs charged by suppliers and subcontractors.

4.6. In the event that, within 14 days after Pole Products has informed it of a price increase as described above, the counterparty declares to Pole Products in writing that it does not agree, Pole Products is entitled to dissolve the agreement for the as yet non-executed part, without being liable for compensation vis-à-vis the counterparty.

4.7. In the event of delivery of goods with an invoice value lower than an amount determined by Pole Products, Pole Products is entitled to charge a separate amount to cover administration and/or processing costs over and above the prices.

4.8. Pole Products is authorised to charge additional work it has carried out separately as soon as the amount to be charged is known. Additional work is considered to be all that which Pole Products delivers and/or fits in consultation with the counterparty during the execution of the agreement over and above the quantities explicitly recorded in the agreement or the order

confirmation, or the work performed by Pole Products over and above the work explicitly recorded in the contract or the order confirmation.

5. Delivery and risk

5.1. The goods to be delivered by Pole Products are regarded as being delivered:

- a.** at the moment at which the goods leave the factory or the warehouse, also including the factory or the warehouse of a supplier;
- b.** if it has been agreed that the goods are to be collected: at the point in time communicated to the counterparty at which the goods are ready for collection. After delivery, the goods are for the account and risk of the counterparty.

5.2. The provisions in Article 5.1. apply irrespective of whether the delivery takes place carriage paid, cost & freight, cost, insurance & freight, free on board and irrespective of whether it has been agreed that Pole Products will arrange transport and/or assembly of the goods

5.3. Pole Products is entitled to deliver goods in parts and invoice accordingly.

5.4. If the parties agree that Pole Products has a delivery obligation, Pole Products will determine the dispatch method in order to fulfil its delivery obligations.

If the counterparty gives certain special instructions, compliance with these is entirely for the counterparty's risk.

6. Refusal to take receipt

6.1. The counterparty is obliged to take receipt of, or collect, the goods. If the counterparty does not fulfil this obligation, Pole Products will be entitled to impose a new deadline on it of at least eight (8) days.

6.2. If the counterparty does not take receipt by that second deadline either, all the consequences will be for the counterparty's account, including storage costs. More particularly, Pole Products is then entitled to dissolve the agreement and/or claim compensation.

7. Assembly

7.1. The parties can agree that Pole Products will assemble the goods it has delivered. In that case the price for the assembly work will be referred to separately in the offer or the agreement.

7.2. The counterparty bears the risk of errors in constructions and methods of working proposed by it or on its behalf or in designs made available to Pole Products by it or on its behalf for or during execution. Pole Products does not bear any responsibility for the contents thereof.

7.3. If Pole Products only delivers the goods, but advises the counterparty during the assembly of the goods (including the making available by Pole Products of assembly instructions and/or manuals), Pole Products will never be responsible for defects as a consequence of assembly by the counterparty.

7.4. For the storage of the goods delivered by Pole Products and its assembly equipment, an easily accessible, suitable, dry and safe room (with a good lock in connection with the assembly equipment) must be made available at the building site. In addition the counterparty

is obliged to make water, electrical power and connections for light tools available to Pole Products as required and free of charge.

7.5. The specified schedule for the work to be carried out is an approximation. Without prejudice to the rights of Pole Products resulting from the delays that arise in connection with the counterparty or for the counterparty's risk, this schedule will be suspended by, at least, the time the counterparty is in default as regards fulfilling its obligations resulting from this or another agreement. The schedule will be revised on the basis of the options available. It must be possible to perform the assembly work without interruption or nuisance as a consequence of work performed by third parties.

7.6. If Pole Products is unable to perform the assembly work without interruption for no fault of its own, it will be entitled to deliver and invoice the completed portion of the assembly work.

7.7. If Pole Products is to blame for exceeding the agreed deadlines, the counterparty will be entitled, after the counterparty has set Pole Products a reasonable deadline by which it can fill its obligations after all, to terminate the agreement provided, as a result of this negligence, Pole Products no longer has any interest in fulfilling its obligations.

8. Anodising or painting

8.1. As regards painting materials a guarantee is issued in accordance with the provisions in the guarantee declaration concerning paintwork but only insofar as a guarantee has been exclusively agreed in the agreement with the counterparty.

8.2. A defect percentage of 3% applies to materials processed by Pole Products (painting or anodising). If Pole Products processes materials delivered by the counterparty, the counterparty must deliver 3% more than the nominal quantity.

8.3. As regards materials and/or products obtained from third parties which are used during processing, the counterparty is subject to the guarantee provisions of Pole Products suppliers in addition to these conditions. No guarantee is provided for the processing of materials from third parties with an alloy that is different to the alloys obtained by Pole Products.

9. Retention of title

9.1. All goods delivered by Pole Products will continue to be Pole Products property up until the moment of full payment of all that which Pole Products is owed on account of the agreement(s) entered into with the counterparty. This also includes the interest and costs and amounts owed due to shortcomings by the counterparty as regards fulfilment of such an agreement. Ownership is the transfer to the purchaser when the purchaser in question has paid all that is due to us on account of other deliveries as well, and in particular all bills issued for payment and cheques paid in cash. The counterparty is not permitted to invoke a right of retention as regards the storage costs nor compensate these costs with activities it is required to perform.

9.2. If the goods delivered by Pole Products and retention of title are parts of other goods or are to be combined with other goods, Pole Products will become the co-owner of the goods in proportion to the value of the goods delivered by Pole Products and the value of the other goods, or Pole Products will continue to be the owner of the combination of goods. For the period that the counterparty owes Pole Products anything on any account, the co-ownership of those other goods, all ownership of the combination of goods, will be transferred in advance, insofar as possible, to Pole Products. The counterparty irrevocably authorises Pole Products to do all that is necessary to obtain the (co-)ownership, and equally the counterparty

undertakes to cooperate in full. The counterparty undertakes to keep the goods for Pole Products in a manner known to third parties.

9.3. The counterparty will always, at the first request of Pole Products, cooperate with the establishment of a right of pledge on behalf of Pole Products to the combined goods referred to in this article or on the goods of which the goods delivered by Pole Products are part.

9.4. The counterparty is not entitled to alienate the goods covered by the retention of title fully or partially or to pledge these goods to third parties. In the event of a violation, irrespective of the payment conditions, the amount owed must be paid immediately. In the event of resale the counterparty (reseller) will assign to Pole Products the claims against its customer resulting from this resale when the agreement is formed. At the first request of Pole Products the counterparty will publish the assignment and make the necessary information available to Pole Products (including the names and addresses and statement of the customers' debit balance).

9.5. Without prejudice to its other rights, Pole Products is irrevocably authorised by the counterparty, if the latter does not fulfil its obligations vis-à-vis Pole Products, without any notice of default or judicial intervention being necessary, to access its location and to recover the goods delivered by and belonging to it.

10. Returns, complaints and guarantee

10.1. The counterparty is obliged to check the goods as soon as possible after receipt, but within no more than five working days. In the event of defects or damage to the packaging visible from the outside and/or to the goods in question at the time of receipt, the counterparty must make a note on the consignment note accompanying the goods of the nature and extent of the damage.

10.2. Returns will only be accepted after prior written permission from Pole Products and provided they had been sent carriage paid.

All costs related to such returns will be charged to the counterparty. If goods are returned or sent back, the counterparty will bear all risks relating to the goods in question at the Pole Products location from which they were sent or issued to the counterparty, were delivered or at which the consignment note in question was signed.

10.3. Complaints concerning defects which are visible from the outside, must be communicated in writing and with reasons within eight working days after delivery within the meaning of Article 5. Failure to do so will cause any claim against Pole Products to lapse. Minor deviations in execution, in particular minor colour differences or minor material faults will never constitute grounds for a complaint.

In the event of complaints relating to a delivery shortage by Pole Products, any liability will never exceed the quantity required to make good the shortage.

10.3. Complaints concerning defects which are not visible from the outside must be communicated in writing within eight working days after observation - and by no later than before the end of the guarantee period specified in paragraph 5. Failure to do so will cause any claim against Pole Products to lapse.

10.5. A complaint relating to a certain delivery or way of providing services will not lead to a suspension of the payment obligation of the counterparty of these and other deliveries, nor will it entitle the counterparty to set off.

10.6. With to regard to the restrictions stated below, Pole Products guarantees the soundness of the goods it has delivered and/or assembled subject to the following conditions:

- a. the guarantee only applies if the defects become apparent within three months after delivery within the meaning of Article 6. and/or the completion of the assembly work within the meaning of Article 7.;
- b. the guarantee only applies with regard to those defects to the goods delivered and/or assembled, with regard to which the counterparty can prove are exclusively or predominantly the direct consequence of errors in the goods delivered and/or assembled by Pole Products or to faulty finishing of the goods by Pole Products;
- c. the guarantee does not cover small deficiencies and damage such as, for example, minor colour differences, which are not detrimental to the functional characteristics of the delivered and assembled goods;
- d. the guarantee for (parts of) goods which Pole Products has not manufactured itself, or for defects which are the consequence of insufficient or injudicious processing of (parts of) goods delivered by Pole Products, is limited to the guarantee which Pole Products, in turn, gets from its supplier or processor;
- e. any right to a guarantee lapses in the event of normal wear and tear, if it transpires that third parties have carried out repairs on the goods or if the instructions and guidelines issued by Pole Products for maintenance, use, placement, storage etc. have not been observed;
- f. the alleged non-performance of the guarantee obligation does not discharge the counterparty from the obligations ensuing for it under this or any other contract made with Pole Products.;
- g. any right to a guarantee lapses if the counterparty does not fulfil (on time) an obligation resulting from an agreement entered into with Pole Products.
- h. any right to a guarantee lapses if it is reasonable to assume that the defects were caused by the way in which the counterparty handled the goods.

10.7. Pole Products's guarantee exclusively covers the repair of the defects, or the replacement of the faulty goods, or the repeat execution of the faulty work, or the full or partial dissolution of the agreement and pro rata crediting, such at Pole Products's discretion. Pole Products is entitled to revise a choice it has made.

The provisions in Article 18.5. also apply to the scope of the guarantee.

Part III PERFORMANCE OF SERVICES

The following provisions apply to offers and agreements of which the subject is services to be performed by Pole Products, whether in conjunction with goods to be delivered by Pole Products or otherwise. A more detailed description of the services to be performed by Pole Products has been laid down in an offer drawn up by Pole Products and approved by the counterparty.

11. Term of the agreement. execution periods

11.1. The agreement between Pole Products and the counterparty is entered into for an indefinite period of time, unless the nature of the agreement determines otherwise or if the parties explicitly agree otherwise in writing. In the event of an agreement for an indefinite period of time, each of the parties is entitled to cancel the agreement with due regard for a reasonable period of notice. In the event of cancellation the parties will not be obliged to pay any compensation.

11.2. In the event that the agreement between Pole Products and the counterparty is entered into for a definite period of time, the counterparty will not be entitled to terminate the agreement prematurely.

11.3. If a deadline for the execution of the services is agreed or specified, this will never be a deadline to be observed on penalty of forfeiture of rights. If a deadline is missed, the

counterparty must declare Pole Products to be in default by means of a written warning. Pole Products must also be offered a reasonable period of time in which to execute the agreement after all.

11.4. Pole Products will execute the agreement to the best of its insight and capacity and in accordance with the requirements of good workmanship, or have it executed in this manner by its subcontractor. Such on the basis of scientific knowledge at that point in time.

12. Execution by third parties. subcontracting

12.1. Pole Products is entitled to have the (execution, evaluation and other work related to the) services executed by a third party (hereinafter referred to as 'the subcontractor'), which third party is to be selected by Pole Products. The applicability of Article 7:407, paragraph 2 of the Dutch Civil Code is explicitly excluded.

12.2. Pole Products is responsible and liable for the work of its subcontractor with regard to the services performed (including any defects). The provisions in Article 18. (Liability) are fully applicable.

13. Safety regulations. guarantee

13.1. During the execution of the services it is to perform Pole Products is bound by all relevant safety regulations, technical regulations and statutory requirements that apply when the assignment is executed and will perform the services pursuant to the aforementioned regulations and requirements.

13.2. If work is performed by Pole Products and/or its subcontractor within the framework of the agreement at the counterparty's location or a location designated by the counterparty, the counterparty will provide, free of charge, the facilities reasonably desired by Pole Products and/or its subcontractor.

13.3. Pole Products guarantees the soundness of the services it performs subject to the following conditions:

- a. the guarantee applies only if any defects become apparent within 3 months after completion of the service in question. If a different guarantee period is agreed in the offer or agreement, meaning either a longer or shorter guarantee period, this latter period will apply;
- b. the guarantee only applies with regard to those defects to the services provided, with regard to which the counterparty can prove are exclusively or predominantly the direct consequence of errors in the services provided by Pole Products;
- c. the guarantee for services which Pole Products has not provided itself, is limited to the guarantee which Pole Products, in turn, obtains from its subcontractor;
- d. any right to a guarantee lapses in the event of normal wear and tear, if it transpires that third parties have carried out repairs on the goods to which the services relate, in the event of normal wear and tear and/or if the instructions and guidelines issued by Pole Products for maintenance, use, placement, storage etc. have not been observed;
- f. the alleged non-performance of the guarantee obligation does not discharge the counterparty from the obligations ensuing for it under this or any other contract made with Pole Products.;
- f. any right to a guarantee lapses if the counterparty does not fulfil (on time) an obligation resulting from an agreement entered into with Pole Products;

- g. any right to a guarantee lapses if it is reasonable to assume that the defects were caused by the actions or omissions of the counterparty.

13.4. Pole Products's guarantee exclusively covers the repair of the defects and/or the repeat provision of the faulty service, or the full or partial dissolution of the agreement and pro rata crediting, such at Pole Products's discretion. Pole Products is entitled to revise a choice it has made. The provisions in Article 18.5. also apply to the scope of the guarantee.

14. Data, details, documentation delivered services

14.1. The counterparty will ensure that all details with regard to which Pole Products indicates are essential or with regard to which the counterparty should reasonably understand are essential for the execution of the agreement or the performance of the services are issued to Pole Products on time. If the details required for the execution of the agreement or the performance of the services have not been issued to Pole Products on time, Pole Products will be entitled to suspend execution of the agreement and/or charge the counterparty the extra costs resulting from the delay in accordance with the rates that are usual at that time. The execution period will not commence any earlier than after the counterparty has made the details available to Pole Products. Pole Products is not liable for damage, of any kind, caused by Pole Products using incorrect and/or incomplete details issued by the counterparty.

14.2. Pole Products is obliged to document, and if necessary report to the counterparty, the results, test data, findings, specifications, any irregularities and evaluations of services it is to perform. The parties will lay down the method of documenting and reporting in the offer or in a specification which is part of the offer.

15. Execution, prices

15.1. Pole Products is entitled to perform the services in phases and to invoice the part performed separately. If the agreement is to be executed in phases, Pole Products may suspend execution of those parts which pertain to a subsequent phase until the counterparty has approved the results of the previous phase in writing.

15.2. The prices referred to in Pole Products offers, catalogues and/or price lists are free of obligation and can be changed at any time. The prices that apply to the agreement with the counterparty are the prices which apply at the moment at which the agreement becomes binding for Pole Products as a result of its written acceptance. All the prices stated by Pole Products prices for the services are in euros, excluding VAT and any other taxes, customs duties, packaging, transport and insurance, unless stated otherwise.

15.3. In the event of a cost increase between the time at which the agreement was formed and the full implementation thereof, Pole Products is entitled, irrespective of the predictability thereof, to increase the price accordingly in such a way as to compensate the increase in costs fully or proportionally. Cost increases are taken to mean, but not exclusively, cost increases resulting from increases or changes to wages, charges, taxes, rights, retributions, consignments, levies, prices of raw materials and power, exchange rate changes and/or increases in the costs charged by suppliers or changes in the law. Pole Products's right to raise prices applies irrespective of whether Pole Products has agreed a fixed fee or fixed price with the counterparty for the services to be performed.

15.4. In the event that, within 14 days after Pole Products has informed it of a price increase as described above, the counterparty declares to Pole Products in writing that it does not agree, Pole Products is entitled to declare the agreement dissolved for the as yet non-executed part, without being liable for compensation vis-à-vis the counterparty.

15.5. In the event of services with an invoice value lower than an amount determined by Pole Products, Pole Products is entitled to charge a separate amount to cover administration and/or processing costs over and above the prices.

15.6. Pole Products is authorised to charge additional work it has carried out separately as soon as the amount to be charged is known. Additional work is considered to be all that which Pole Products delivers and/or fits in consultation with the counterparty during the execution of the agreement over and above the quantities explicitly recorded in the agreement or the order confirmation, or the work performed by Pole Products over and above the work explicitly recorded in the contract or the order confirmation.

Part IV OTHER STIPULATIONS

The provisions below apply to both the sale and delivery of goods and to the provision of services by Pole Products.

16. Delivery periods

16.1. The delivery periods specified and agreed with Pole Products are always approximations. The agreed delivery period commences on the day of the order confirmation.

16.2. Exceeding a delivery period does not give the counterparty any right to compensation, full or partial dissolution of the agreement or non-compliance with any obligation resulting for the counterparty from the agreement, except in the event of intent of deliberate recklessness on the part of Pole Products, which the counterparty must demonstrate sufficiently.

16.3. In the event of force majeure, as well as if an action or omission, whether culpable or otherwise, by the counterparty or a third party causes a delay, the delivery period will be extended by the duration of the delay. Pole Products will inform the counterparty as soon as possible about such an extension or delay.

16.4. Pole Products is authorised to fulfil its obligations by means of part deliveries.

17. Force majeure

17.1. Pole Products is not bound to fulfil any obligation vis-à-vis the counterparty if Pole Products is impeded in doing so as a result of a circumstance beyond his control, and which circumstance is not at his expense by virtue of the law, a legally binding transaction or commonly held views.

17.2. In these General Conditions force majeure is taken to mean, in addition to the relevant provisions in law and jurisprudence, all causes from outside, whether foreseen or not, which Pole Products cannot influence, but as a result of which Pole Products is unable to fulfil its obligations (including strikes at the company of Pole Products or of the subcontractor, war, risk of war, civil war, riot, lockouts, transport difficulties, government measures, fire, explosions, floods, scarcity of material, equipment, work materials, a lack of workers and other similar events and/or serious disruptions in the company of Pole Products or of one of its suppliers). The above applies irrespective of whether the circumstances which cause the force majeure take place in the Netherlands or in another country from which Pole Products or its suppliers want(s) to purchase the materials required for the delivery.

17.3. Pole Products is also entitled to invoke force majeure if the circumstance which hampers (continued) fulfilment occurs after Pole Products should have fulfilled its obligation.

17.4. During the period that the force majeure lasts, Pole Products can suspend the obligations under the agreement. If this period lasts for longer than two months, each of the parties will be entitled to dissolve the agreement without being obliged to pay compensation to the counterparty.

17.5. Insofar as Pole Products has partially fulfilled its obligations under the agreement at the time that the force majeure starts, or will be able to fulfil them, and the part (to be) fulfilled has an independent value, Pole Products will be entitled to charge the part already delivered or to be delivered separately and receive a payment for this from the counterparty.

18. Liability

18.1. Except in the case of intent or deliberate recklessness, which the counterparty must prove, Pole Products is not additionally liable than for fulfilment of its guarantee obligations described in Articles 10. and 13. Pole Products is therefore not liable in any way for damage that arises in connection with or caused by goods it has delivered and/or services it has performed and/or assembly work it has carried out, no matter how this damage has arisen nor its nature. The liability of Pole Products for indirect damage, lost profit, damage due to operational delays, reduced goodwill, missed savings, damage as a consequence of claims by the counterparty's customers or any other type of consequential damage is excluded.

18.2. Pole Products stipulates all statutory and contractual defences which it can present in respect of its own liability vis-à-vis the counterparty on behalf of its subordinates and the non-subordinates for whose conduct we might be liable under the law.

18.3. Pole Products is not liable for damage suffered by the counterparty as a consequence of advice given by Pole Products as a service. However, if the advising takes place on the basis of a specific agreement to provide services, and Pole Products has agreed a remuneration, it is liable for its advice, but only if and insofar as the counterparty suffers damage which is a direct consequence of any shortcoming in that advice. Pole Products is not liable if and insofar as the damaging consequences of such a shortcoming in the given circumstances and based on normal specialist knowledge of the counterparty or the third party it has engaged should have been prevented.

18.4. The counterparty is obliged to indemnify Pole Products and its personnel in relation to all third party claims relating to the agreement it has entered into with the counterparty and all related financial consequences, including violation of patents, trademarks or user rights, trade models and/or other rights of third parties.

18.5. Under explicit application of the provisions in Articles 10. and 13. and of the above provisions under 18.1. to 18.4., the liability of Pole Products for damage suffered by the counterparty or third parties is always limited to direct damage (therefore excluding indirect and consequential damage) and:

- in the event of sale and delivery of goods: to the amount of the purchase or contract price agreed with the counterparty for the part of the delivery in question and/or the costs of assembling the delivered goods (excluding VAT);
- in the event of the provision of services: to a maximum of the amount of the remuneration for the services performed (excluding VAT) agreed with the counterparty to the agreement.
- If the agreement has a term of more than one year, the remuneration stipulated for the agreement will be set at the total of the remunerations (excluding VAT) agreed for one (1) year.

18.6. The counterparty bears the risk of errors in constructions, methods of assembly, drawings, regulations and methods of working proposed by it or on its behalf or in designs made available to Pole Products for the execution. Pole Products does not bear any responsibility for the contents thereof.

18.7. Goods of the counterparty or of third parties which, as a consequence of an agreement with the counterparty, are present in the company or on the site of Pole Products, are not insured against any risk. Pole Products is not liable for damage to these goods as a consequence of fire, explosion, water damage, theft, loss, and all other instances of force majeure.

18.8. Pole Products indemnifies the counterparty for all damage suffered by the counterparty which damage came about due to, or as a consequence of, the provision of services by subcontractors.

18.9. The counterparty indemnifies Pole Products for all claims by third parties due to product liability as a consequence of a defect in a good which the counterparty has delivered to a third party and which good partly consisted of goods delivered by Pole Products to the counterparty, unless and insofar as the counterparty proves that the damage was caused by the goods delivered by Pole Products.

18.10. A condition for the applicability of any right to compensation is always that the counterparty reports the loss or damage to Pole Products in writing as quickly as possible after it has become applicable.

19. Payment

19.1. When the first Pole Products invoice has been sent before or with the delivery, the counterparty will be obliged to pay this invoice within thirty days after delivery. Discounts, deductions, compensation, set-off or suspension with claims by the counterparty are not permitted without the explicit permission of Pole Products, nor is the withholding of payments due to such claims.

19.2. If the counterparty fails to pay any amount it owes on time, it will be in default without any additional notice of default being required and it will owe interest on the gross invoice amount as from the date on which it is in default, which interest will be equal to the statutory commercial interest applicable in the Netherlands plus 4%.

19.3. If the counterparty is in default as regards a payment it owes Pole Products, all other claims which Pole Products has against the counterparty will be immediately payable, without any additional notice of default being required. As from the day of exigibility, the counterparty will owe Pole Products interest on the amount of all claims on the basis of the provisions in the previous paragraph. Pole Products reserves the right, at all times, to demand advance payment or payment upon delivery.

19.4. All judicial and extrajudicial costs relating to the collection of a claim that Pole Products has on the counterparty are for the counterparty's account. The extrajudicial costs amount to a minimum of 10% of the invoice amount(s) with a minimum of Euro 250. They are payable without any additional reminder if Pole Products has engaged a third party to collect the claim.

19.5. Payments by or on behalf of the counterparty will be used successively to pay the extrajudicial collection costs it owes, the judicial costs, the interest it owes and then, in order

of age, the outstanding principal amounts, irrespective of any different instructions of the counterparty.

19.6. The counterparty can only object to an invoice during the payment period.

19.7. Pole Products is entitled at all times to set off (enforceable) claims against the counterparty with amounts it owes the counterparty or – insofar as possible - companies affiliated to the counterparty.

19.8. Pole Products is entitled at all times to demand that the counterparty, at the first request, and in the form desired by Pole Products, provides (additional) personal or business security for the fulfilment of its obligations.

Non-fulfilment of a written request to this effect gives Pole Products the right to demand immediate payment of the amounts owed by the counterparty, or to consider the agreement dissolved or to suspend the fulfilment of its obligations, without prejudice to its right to compensation.

19.9. Payment by trade bill is only possible if Pole Products has agreed to this method of payment in writing and the bill is also discountable, does not have a term of more than three months and has been made payable to the satisfaction of Pole Products. All costs that arise due to this method of payment are for the counterparty's account.

20. Suspension and dissolution

20.1. In the event that execution of the agreement is hindered as a consequence of force majeure, Pole Products is entitled, without judicial intervention, either to suspend the execution of the agreement for a maximum of 6 months, or to dissolve the agreement fully or partially, without it being obliged to pay any compensation. During the suspension Pole Products is entitled, and at the end thereof obliged, to opt for either performance thereof or whole or partial dissolution of the agreement.

20.2. In both the event of suspension and dissolution, Pole Products is entitled to demand immediate payment of the raw materials, materials, parts and other goods it has reserved, started processing and manufactured for the execution of the agreement, such for the value that reasonably has to be assigned thereto.

20.3. In the event of dissolution the counterparty is obliged to take receipt of the related goods after payment of the amount referred to in Article 20.2. with failure to do so resulting in Pole Products being authorised to have these goods stored for the account and risk of the counterparty or to sell them for its account.

20.4. Pole Products is entitled, without a notice of default and without judicial intervention, either to suspend the execution of the agreement for a maximum of 6 months, or to dissolve it fully or partially, such without it being obliged to pay any compensation or provide any guarantee and without prejudice to its other rights, in the following cases:

- a. if the counterparty does not fulfil any obligation properly or not on time, which it has as a result of the agreement concluded with Pole Products or a related agreement;
- b. if good grounds exist to fear that the counterparty is, or will be, unable to fulfil its obligations vis-à-vis Pole Products and a written demand by Pole Products stating a deadline has not been complied with;
- c. in the event of bankruptcy, suspension of payments, closure, liquidation or full or partial transfer - for surety or otherwise - of the counterparty's company, including the transfer of a significant portion of its claims. During the suspension Pole Products

is entitled, and at the end thereof obliged, to opt for either performance thereof or whole or partial dissolution of the suspended agreement.

20.5. In the event of a suspension pursuant to Article 20.4. the agreed price will be immediately due and payable, after deduction of the instalments already paid and of the costs saved by Pole Products as a consequence of the suspension, and Pole Products will be authorised to have the raw materials, materials, parts and other goods it has reserved, started processing and manufactured for the execution of the agreement for the account and risk of the counterparty.

20.6. In the event of dissolution pursuant to Article 20.4. the agreed price, if no prior suspension has taken place, will be immediately due and payable, after deduction of the instalments already paid and of the costs saved by Pole Products as a consequence of the dissolution, and the counterparty will be obliged to pay the amount described above and to take receipt of the goods included therein, with failure to do so resulting in Pole Products being authorised to have these goods stored for the account and risk of the counterparty or to sell them for its account.

21. Industrial and intellectual property

21.1. All designs, moulds, models, tools, illustrations, drawings, software and other documentation relating to the goods delivered and/or services performed by or on behalf of Pole Products and the related industrial and intellectual property rights or equivalent rights (hereinafter referred to jointly as 'the documentation') are and will remain property of Pole Products, even if the counterparty has paid Pole Products a remuneration for the manufacture or performance thereof.

21.2. The counterparty will ensure that the documentation is not either fully or partially copied, made available to third parties, or made available for perusal and that no communication on its contents will take place with third parties, unless Pole Products has granted prior written permission. If such is explicitly agreed between the parties, the counterparty can, by paying some or all the costs of moulds, obtain the right to order profiles on the mould in question. However, the mould will continue to be owned by Pole Products.

21.3. If an order has to be carried out based on specifications, for example designs and drawings, issued by or on behalf of the counterparty, the counterparty guarantees that execution of the order will not violate intellectual and industrial property rights of third parties or equivalent rights of third parties, or are subject to a dispute relating to rights of third parties, and that their use is also not unlawful in any other way vis-à-vis third parties.

21.4. The counterparty indemnifies Pole Products with regard to all claims by third parties and the counterparty will reimburse the damage suffered by Pole Products and the costs (including the costs of legal assistance in or out of court).

22. Limitation period

22.1. Claims of the counterparty due to the delivered goods and/or the services performed not conforming to the agreement, will be time-barred after one (1) year after delivery or completion or the end date on which the services have been performed. In the case of defects which could not have been detected upon delivery/completion or the end date, a deadline applies of one (1) year, counting from the date that the defect became apparent.

23. Transfer of rights and obligations

23.1. The counterparty is not entitled to transfer the rights and obligations under the agreement to a third party, to cede the claims against Pole Products resulting from the agreement to a third party or to pledge them.

23.2. Pole Products is entitled to transfer, cede or pledge its claims for payment of remunerations to a third party.

24. Applicable law and disputes

24.1. All legal relationships between Pole Products and the counterparty are governed by Dutch law. The provisions of the Vienna Convention [Weens Koopverdrag] do not apply, nor does any future regulation relating to the purchase of movable property of which the operation can be excluded by the parties.

24.2. All disputes resulting from, or connected to, agreements between Pole Products and the counterparty, will be settled by the competent national court. If the dispute in question has to be settled by the District Court, the court in East Brabant [Oost-Brabant] will, in principle, have competency.

However, Pole Products is always entitled to submit the dispute to a court which, in view of the counterparty's business location, is authorized to take cognisance of the dispute.

These General Conditions are filed at the court in East-Brabant.