

Sale and Delivery conditions

General Conditions of Sale and Delivery, Bensons International Systems B.V, Established at Utrecht, filed at the Office of the District Court at Utrecht. Sub. 1024178

1 APPLICABILITY

- 1.1 The conditions are applicable to all offers, orders, agreements and alliances between Bensons International Systems B.V. - hereinafter called 'BENSONS'- and her opposite party - hereinafter called 'the customer'- as well as to the fulfillment of same, unless both parties by correspondence have agreed differently.
- 1.2 If any stipulation of the general conditions is void or annulled, the other terms of the general conditions will remain in force.
- 1.3 Applicability to possible conditions of purchase or other terms on the part of the customer are explicitly rejected. The customer is supposed to be in agreement with the exclusive applicability of these general conditions. The same goes for further orders coming from the customer, whether given to bensons verbally, by telephone, fax, e-mail of any other way, which makes a written confirmation by bensons still unnecessary.

2 OFFERS

- 2.1 Unless explicate mentioned all offers from bensons are without engagement. Any offers founded on data given by the customer allow BENSONS to proceed on the assumption that these data are correct. Unless confirmed in writing, bensons does not commit herself to any promise. Neither does bensons commit to the contents of leaflets, catalogues and any other printed matter, unless explicitly referred to in an agreement.
- 2.2 In case of cancellation of an order, bensons is entitled to charge the customer for the expenses made to draw up and send her offer, at a rate of at least 10% of the selling price as agreed.
- 2.3 The selling prices of the offer and date of order, respectively, are based on at that time existing quotations regarding (raw) materials, power, rates of currency, cost of interest, wages and labour charges, social charges, government charges, freight, insurance premiums, tax, and taxes by the authorities. In case of raises in any of these quotations and/or charges occurring during the term passing between acceptance of the order and the point of delivering the goods, bensons will reserve the right of changing the prices accordingly.

3 AGREEMENTS

- 3.1 An agreement is not considered as being concluded until bensons' explicit acceptance and confirmation of the order, or, in default thereof, and in spite thereof the goods are delivered and the customer does not immediately refuse to take delivery. In that case the conclusion of the agreement will be entered as of the date of bensons' written acceptance and confirmation of the customer's order together with the date of it's delivery.

4 TERMS OF DELIVERY/PERFORMANCE AND CIRCUMSTANCES BEYOND OUR CONTROL

- 4.1 Though it will always be tried to meet the time of delivery as mentioned in writing, BENSONS' is unable to give any guarantee in this respect. Delaying the time of delivery will never oblige bensons' to make up to her customer for any damage resulting from it.
- 4.2 Should commodity to be delivered by bensons not be taken by the customer at the time when the time of delivery as agreed to expires, BENSONS will store the goods for the account and risk of the customer.
- 4.3 In case of circumstances beyond control and, in general, any such circumstance making if, within reason impossible for us to comply with the terms of the order in due time bensons will have the exclusive right to.
 - a) Modify the order such that it can be carried out, or
 - b) Delay the operation in correspondence with the extenuating circumstances indicated above.
- 4.4 The circumstances meant in paragraph 4.3 include as well fire, strike or labour-stoppage, also when labour and materials, whether or not coming from third parties, and to be employed by bensons to comply with the agreement, irrespective of the reasons why, fail to enable BENSONS to execute the orders.
- 4.5 Should, according to BENSONS' opinion, the delay as referred to in paragraph 4.1 cover more than 3 months or, if delivery turns out to be entirely impossible, BENSONS will be entitled to cancel the agreement for as far as a possible the remainder of the order is concerned. In case of a partial delivery, the customer will be indebted in a proportional part of the total amount.

5 RESERVATION OF OWNERSHIP AND RIGHT OF LIEN

- 5.1 bensons retains ownership of goods delivered or to be delivered for as long as the customer on a basis of his standing - and similar agreements with BENSONS has not paid his debts and/or settled any claims on account of failings pertaining to the compliance of such agreements, including claims in respect of penalty, interest and cost.
- 5.2 For as long as accounts as indicated above have not been settled, the customer will not be entitled to transfer the ownership of goods delivered by bensons, or establish on them a lien. In case of third parties wanting to create such a right, the customer is, at first request by bensons, bound to explain to them that they are not authorised to establish a lien. The customer binds himself not to affix his signature to any deed providing for liens on the goods which if he did would make him responsible of defalcations.
- 5.3 If, with regard to goods sold, or work to be performed, the customer does not comply towards bensons with any engagement as stipulated in this agreement, bensons will, without previously given notice of default withdraw the goods. The customer will authorise bensons to set foot in the whereabouts of the goods.
- 5.4 bensons will pass ownership at the moment that the customer has settled all his liabilities proceeding from these and similar agreements subject however to bensons lien in behalf of other claims that bensons may have on the customer. The customer will at first request from bensons give complete co-operation with regards to solving any outstanding issues.

6 PAYMENT

- 6.1 Unless agreed differently, the customer will settle all invoices not later than 30 days after date of invoice without claiming any offset. All prices are exclusive of turnover tax, and other taxes that authorities may impose unless mentioned otherwise. All prices are stated in 'Euros'.
- 6.2 If payment is not effected in due time, the customer is in default. bensons, in that case, is entitled to charge interest on the time that payment is overdue. The rate of interest is 2% cumulative for each period of 30 days or part of it, during which the customer has been in default. BENSONS is furthermore entitled to charge all costs it has to face for the purpose of ensuring the amounts due, i.e., legal and court costs.
- 6.3 If the customer is in default of paying his debt, whether contested or not, bensons has the right, after valid demand, to cancel all further execution of current agreements between both parties, or hold it in respite until payment has been received.
- 6.4 bensons has the right to demand security with regard to payment, also during the execution of an agreement, and to postpone delivery for as long as security to BENSONS satisfaction has not been obtained, or to cancel/ annul the agreement without legal proceedings, regardless of BENSONS right to charge the customer for any damage resulting from this situation. The purchase price of supplies already effected will at once become due.
- 6.5 The purchase price in the aggregate will immediately become due and demandable in case of non-punctual payment in accordance with the terms as agreed upon. When the customer is adjudicated bankrupt or files a petition for an official moratorium, appointment of a guardianship has been applied for, or in case of attachment of customer's goods or claims, his decease, liquidation or winding up.

7 WARRANTY

- 7.1 In case of incorrect supply BENSONS has the right against return of the unsound goods to credit the customer completely and enter either into repair of the goods or re-supply them.
- 7.2 The customer is at all time bound to offer BENSONS the opportunity to repair any possible defect.
- 7.3 Defects arising from normal wear and tear, improper usage or maintenance, or such defects occurring after any change or repair by, or behalf of, the customer or third parties, are not covered by the warranty.
- 7.4 The warranty as mentioned above is only effective if the customer has complied with the conditions laid down in his agreement with bensons.

8 TRANSFER OF RISK AND LIABILITY

- 8.1 Shipment, freight included, its forwarding is always for account and risk of the customer, even when the carrier claims that way bills, contracts of carriage contain clauses to the effective all damage during shipment is for the account and risk of the sender / employer / vendor.
- 8.2 bensons will never be liable for any direct or consequential damage -, including consequences of damage, loss of profit, missing savings.
- 8.3 The customer bears the risk of any damage caused by faults or shortcomings in the information and/or data given by him, or on his behalf.
- 8.4 bensons will never bear any liability for any other damages as mentioned, and meant, in the proceeding paragraphs of this article.
- 8.5 INCO-TERMS apply.

9 INDUSTRIAL AND INTELLECTUAL PROPERTY

- 9.1 Unless otherwise agreed upon, BENSONS retains copyright, as well as all other rights to industrial or intellectual property of projects, pictures, drawings, designs, program-schedules and offers as supplied by bensons. All these pieces remain BENSONS property, and without preceding- and explicit consent in writing, are not allowed to be copied, shown to third parties or used in any other way, irrespective of any cost that may have been charged to the principal who, at first request, is bound to return things to BENSONS under a penalty of € 500,- per day.

10 RECLAMATIONS AND COMPLAINTS

- 10.1 The customer is in no position to appeal to BENSONS concerning faulty performance if he has not sent his protest to BENSONS within 5 days after receipt of goods. The same goes for not giving BENSONS the opportunity to repair the damage, or if the customer has totally or partly manipulated or worked upon the goods supplied, receptively let them be put in use, or re-delivered to third parties.
- 10.2 Complaints regarding invoices should be in writing and forwarded within 8 days on receipt of invoice.

11 GENERAL

- 11.1 In case the customer neglects his obligations, BENSONS will have the choice to cancel the agreement, totally or partly, or demand compliance regardless of laying claims to compensation, while BENSONS, in that case, will also be authorized to annul all remaining current transactions for as far as they under equal conditions have not yet been executed. Each annulment will always result in claiming all due to BENSONS.
- 11.2 Notwithstanding the provision as mentioned in the preceding paragraph, BENSONS will at all times be authorized to cancel with immediate effect the agreement totally or partly by written notice to the customer without giving notice of default and judicial intervention, in case of temporary suspension of payment, bankruptcy, placing under guardian, appointment of a trustee, and/or the customer's liquidation, as well as in case of any attachment under an execution of the customer.
- 11.3 Should BENSONS as a fulfillment of the agreement have performed on behalf of the customer prior to the time of cancellation as mentioned in the preceding sections of the article, BENSONS will be entitled to invoice services already rendered, separately, obliging the customer to settle his account as if it were the result of an individual agreement. Sums invoiced before the cancellation of the agreement, and pertaining to performances already achieved, maintain, subject to the foregoing, their validity. They are due immediately at the moment of cancellation.

12 APPLICABLE LAW

- 12.1 All agreements are subjects to Dutch law.
- 12.2 All disputes coming into existence with reference to, or in consequence of the agreement with bensons, or agreements connected with it, will exclusively be adjudicated in a Court in Utrecht