

GENERAL TERMS AND CONDITIONS OF SALE OF NIJL B.V.

NIJL B.V. is registered with the Trade Register of the Dutch Chamber of Commerce under number 67873146.

1. DEFINITIONS

The following definitions apply in these GTCS:

Agreement means the agreements set out in the Sales Confirmation and these GTCS;

Buyer means the buyer named on the signature line of the Sales Confirmation;

Delivery Point means FCA according to Incoterms 2010;

Goods means all products or goods (including equipment, machinery, materials, consumables) as specified in this Agreement;

GTCS means these general terms and conditions of sale of Nijl;

Party or Parties means Nijl and/or Buyer each individually or collectively, as the case may be;

Sales Confirmation means the accompanying quotation;

Services means all services or activities performed by Nijl, as specified in this Agreement, not being the supply of Goods;

Nijl means Nijl B.V. and/or any of its affiliates, as the case may be;

2. APPLICABILITY

2.1 These GTCS are applicable to all offers, quotations, purchase orders and agreements concluded between Parties for the supply of Goods and/or performance of Services by Nijl or its affiliates to Buyer. The applicability of Buyer's general terms and conditions of purchase, or any other provisions or conditions on Buyer's order, however named, is hereby explicitly rejected except in the event of Nijl's written acceptance. Fulfillment of Buyer's order explicitly does not constitute acceptance of any of Buyer's terms and conditions or any other provisions of conditions of Buyer's order.

2.2 The Sales Confirmation and these GTCS comprise the entire Agreement between the Parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties and communications, both written and oral.

2.3 Notwithstanding anything to the contrary contained in this Agreement, Nijl may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

2.4 In the event of a new version of these GTCS, such new version will apply to all offers, quotations, purchase orders and agreements concluded between Parties for the supply or performance of Goods and/or Services by Nijl, as from the date that new version is filed with the Dutch Chamber of Commerce.

2.5 In the event of any conflict between the provisions of these GTCS and the Sales Confirmation, the latter shall prevail.

2.6 In the event of any provision of the Agreement being null and void or voided, the other provisions will remain fully in effect and Parties will consult with each other to agree new provisions to replace the void or voided ones. In doing so, the purpose and meaning of the void or voided provisions will be taken into account as far as possible.

3. AMENDMENTS

Any agreement concluded between Parties (including any additions or amendments to and deviations from these GTCS) may be amended only if the amendment is recorded in writing and signed by Parties.

4. TRANSFER; ASSIGNMENT AND SUBCONTRACTING

4.1 Parties shall not have the right to transfer, assign, or subcontract, in full or in part, any offer, purchase order or agreement concluded between Parties, or one or more rights and/or obligations thereunder, without the prior written consent of the other Party; provided that Nijl's consent shall not discharge Buyer from any obligations it has towards Nijl.

4.2 Nijl at any time has the right to transfer or assign, in full or in part, any offer, purchase order or agreement concluded between Parties, or one or more rights and/or obligations thereunder, to one or more of its affiliates without the prior written consent of Buyer.

5. DELIVERY OF GOODS AND PERFORMANCE OF SERVICES

5.1 The Goods will be shipped within a reasonable time frame after the receipt of Buyer's purchase order. Any stated delivery time is not a final deadline.

5.2 Unless agreed otherwise between Nijl and Buyer in writing, Nijl will have the Goods ready for shipment using Nijl's standard shipping standards for packing and marking.

5.3 Delivery of the Goods shall be made FCA Nijl's named location according to Incoterms 2010.

5.4 Buyer shall take delivery of the Goods within ten (10) days of Nijl's written notice that the Goods have been shipped to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

5.5 If for any reason Buyer fails to accept the delivery of any of the Goods on the date fixed pursuant to Nijl's written notice that the Goods have been delivered at the Delivery Point, or if Nijl is unable to deliver the Goods at the Delivery Point on such date as a result of Buyer not having provided appropriate instructions, documents, licenses or authorizations:

- i) risk of loss to the Goods shall pass to Buyer;
- ii) the Goods shall be deemed to have been delivered;
- iii) Nijl may at its sole discretion store the Goods until Buyer will pick them up, and
- iiii) Buyer shall be liable for all related costs and expenses, including (without limitation) storage and insurance.

5.6 Nijl may at its sole discretion make partial shipments of Goods to Buyer without liability or penalty. Each shipment will constitute a separate sale and Buyer will pay for the units shipped whether such shipment is in whole or in partial fulfillment of Buyer's purchase order.

5.7 Nijl shall use commercially reasonable efforts to meet any performance date to render the Services specified in the Sales Confirmation. Any such dates shall be estimated only.

5.8 With respect to Services, Buyer shall:

- i) cooperate with Nijl in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as Nijl may reasonably require for the purpose of performing the Services;
- ii) respond promptly to any request of Nijl to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Nijl for the purpose of performing the Services in accordance with the requirements of this Agreement;
- iii) provide such customer materials or information as Nijl may reasonably require for the purpose of performing the Services in a timely manner, ensuring that such customer materials and information are complete and accurate in all respects, and
- iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws and regulations in relation to the Services before the date on which the Services are to start.

5.9 Any and all data books, instructions, operating manuals and specification documents will be

provided by Nijl in English as an electronic format free of charge. Buyer shall be liable for any additional costs that will apply for other languages. Bound versions may be provided at Buyer's request, subject to additional changes.

6. NON-DELIVERY

6.1 The quantity of any instalment of Goods as recorded by Nijl on dispatch from Nijl's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

6.2 Nijl shall not be liable for any non-delivery of Goods (even when caused by Nijl's negligence) unless Buyer gives written notice of the non-delivery to Nijl within ten (10) days of the date on which the Goods would have been received in the ordinary course of events.

6.3 Any liability of Nijl for non-delivery of the Goods shall be limited to replacement of the Goods within a reasonable time of adjustment of the invoice respecting such Goods to reflect the actual quantity delivered.

7. TITLE AND RISK OF LOSS

Title and risk of loss shall pass to Buyer FCA Nijl's named location unless defined otherwise. As collateral security for the payment of the price of the Goods, Buyer hereby grants to Nijl a lien on and security interest in and to all right, title and interest of Buyer in, to and under the Goods, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code.

8. BUYER'S ACTS OR OMISSIONS

If Nijl's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Nijl shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

9. INSPECTION AND REJECTION OF NONCONFORMING GOODS

9.1 Buyer shall inspect the Goods within ten (10) days of receipt. Buyer will be deemed to have accepted the Goods unless Buyer promptly notifies Nijl in writing of any nonconforming Goods during this inspection period and furnishes such written evidence or other documentation as reasonably required by Nijl.

9.2 Goods will only qualify as nonconforming in one of the following cases:

- a) the product shipped is different from the product identified in Buyer's purchase order
- b) the label or packaging of the product incorrectly identifies its contents

9.3 In the event that Buyer notifies Nijl of nonconforming Goods in accordance with the provisions of Article 9.1, Nijl shall in its sole discretion either replace nonconforming Goods with conforming Goods or credit of refund the price of the nonconforming Goods and reimburse reasonable related shipping and/or handling expenses incurred by Buyer. Buyer shall, at its expense and risk of loss, ship the nonconforming Goods to Nijl's facility. If Nijl exercises its option to replace the nonconforming Goods, Nijl shall, after receiving Buyer's shipment of nonconforming Goods, ship the replacing Goods to the Delivery Point at Buyer's expense and risk of loss.

9.4 The remedies set forth above are Buyer's exclusive remedies in the event of nonconforming Goods.

9.5 Except in the event of nonconforming Goods and Nijl exercising its right to replace the Goods as described in Article 9.3, Buyer has no right to return to Nijl any Goods purchased under this Agreement.

10. PRICES

10.1 Buyer shall purchase the Goods and Services from Nijl at the prices set forth in Nijl's quotation or bid. Prices may be increased by Nijl before delivery of the Goods to a carrier for shipment to Buyer due to Nijl's increased costs of supply. In such event, this Agreement shall be construed as if the increased prices were originally inserted herein and Buyer will be billed by Nijl on the basis of such increased prices. All prices are FCA Nijl's named location according to Incoterms 2010 unless agreed otherwise.

10.2 Buyer agrees to reimburse Nijl for reasonable travel and out of pocket expenses incurred by Nijl regarding performance of the Services.

10.3 All prices are in Euros and exclude all taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes provided that Buyer shall not be responsible for any taxes imposed on, or with respect to Nijl's income, revenues, gross receipts, personnel or real or personnel property or other assets.

11. PAYMENT TERMS

11.1 Buyer shall pay all invoiced amounts due to Nijl in Euros within thirty (30) days from the invoice date.

11.2 Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under the applicable law, calculated daily and compounded monthly. Buyer shall reimburse Nijl for all costs incurred in collecting any late payments, including without limitation reasonable attorney's fees. In addition to all other remedies available under these GTCS or at law (which Nijl does not waive by the exercise of any rights hereunder), Nijl shall be entitled to suspend the delivery of any Goods or performance of any Services if Buyer fails to pay any amounts when due to hereunder and such failure continues for ten (10) days following written notice hereof.

11.3 Buyer shall not withhold any payment of any amount due and payable by reason of any set-off, any claim or dispute with Nijl, whether relating to Nijl's breach, bankruptcy or otherwise.

12. SUSPENSION AND CANCELLATION

12.1 No cancellation of an order or any portion of an order by Buyer will be effective unless accepted by Nijl in writing. Accepted cancellations will be subject to a charge to cover all costs and expenses incurred by Nijl through the date of cancellation plus reasonable cancellation costs and a reasonable profit margin on the completed work.

12.2 In the event that Buyer suspends Nijl's performance of work, Buyer shall reimburse Nijl for all costs incurred by Nijl as a result of the suspension, including, without limitation, all borrowing and opportunity costs. In the event a suspensions exceeds the period of 180 days in duration, in addition to being entitled to full reimbursement of all costs, Nijl shall have the unqualified right to cancel the unfinished portion of the order without any liability.

13. LIMITED WARRANTY

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13.1 Nijl warrants to Buyer for a period of the lesser of twelve (12) months from the date of:

- a) the Goods have been taken into use, or
- b) a trial run has been found successful, or
- c) the final acceptance certificate has been issued,

with a maximum of thirteen (13) months after delivery of the Goods, that such Goods will materially conform to the specifications set forth in Buyer's order and will be free from material defects in materials and workmanship.

13.2 No warranty obligation will be enforceable by Buyer until Nijl has received full payment.

13.3 Nijl warrants to Buyer that it will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

13.4 Any performance guarantees of Nijl relating to the Goods with regard to compliance with any governmental specifications, including without limitation Seller are specifically limited to the time of commissioning or start-up of the Goods in question. Buyer is responsible for properly maintaining the Goods, monitoring system performance and taking corrective actions.

13.5 Nijl shall not be liable for breach of the warranties as set forth above unless:

- i) Buyer gives written notice of the defective Goods or Services, as the case may be, reasonably described, to Nijl within ten (10) days of the time when Buyer discovers or ought to have discovered the defect;
- ii) if applicable, Nijl will be given reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Nijl) returns such Goods to Nijl's place of business at Nijl's costs for the examination to take place there, and Nijl reasonably verifies Buyer's claim that the Goods or Services are defective.
- iii) Nijl shall not be liable for a breach of the warranty set forth above in one of the following cases:

- a) Buyer makes any further use of such Goods after giving such notice;
- b) the defect arises because Buyer failed to follow Nijl's instructions as to the storage, installation, commissioning, use or maintenance of the Goods;
- c) Buyer alters or repairs such Goods without prior written consent of Nijl.

13.7 With respect to any such Goods during the warranty period, Nijl shall in its sole discretion either:

- a) repair or replace the Goods;
- b) credit or refund the price of the Goods.

Buyer shall, at Nijl's expense, return such Goods to Nijl. All costs of dismantling, reinstallation and freight, and the time and expenses of Nijl's personnel for site travel, and diagnosis onsite under this warranty shall be borne by Buyer.

13.8 With respect to any Services subject to a claim under the warranty as set forth above, Nijl shall, in its sole discretion either:

- a) repair or re-perform the applicable services;
- b) credit or refund the price of such Services.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 Any and all Nijl's intellectual property rights are the sole and exclusive property of Nijl or its licensors. Buyer shall not acquire any ownership interest in any of Nijl's intellectual property rights under this Agreement. Any goodwill derived from the use by Buyer of Nijl's intellectual property rights inures to the benefit of Nijl or its licensors, as the case may be. If Buyer acquires any intellectual property rights, rights in or relating to any Goods (including any rights in any trademarks, derivative works or patent improvements relating thereto) by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to seller or its licensors, as the case may be, without further action by either of the Parties. Buyer shall use Nijl's intellectual property rights solely for the purpose of using the Goods under this Agreement and only in accordance with this Agreement and the instruction of Nijl.

14.2 Buyer shall not:

- a) take any action that interferes with any of Nijl's rights in or to Nijl's intellectual property rights including Nijl's ownership or exercise thereof;
- b) challenge any right, title or interest of Nijl in or to Nijl's intellectual property rights;
- c) make any claim or take any action and adverse to Nijl's similar to Nijl's trademarks or that incorporates Nijl's trademarks.

15. NIJL'S INTELLECTUAL PROPERTY INDEMNIFICATION

15.1 Nijl shall indemnify, defend and hold harmless Buyer from and against all losses awarded against Buyer in a final non-appealable judgment arising out of any claim of a third party alleging that any of the Goods or Buyer receipt or use thereof infringes any intellectual property right of a third party.

15.2 If the Goods, or any part of the Goods, become, or in Nijl's opinion are likely to become subject to a claim of a third party that qualifies for intellectual property indemnification, Nijl shall at its sole discretion and expense, notify Buyer in writing to cease using all or part of the Goods, in which case Buyer shall immediately cease all such use of the Goods on receipt of Nijl's notice.

15.3 Nijl is not obligated to indemnify or defend Buyer against any claim (direct or indirect). If such claims or corresponding losses arise out of or result from in whole or in part:

- a) Buyer's marketing, advertising, promotion or sale of any product containing the Goods;
- b) use of the Goods combined with any products, materials or equipment supplied to Buyer by a person or a company other than Nijl or its authorized representatives, if the infringement would have been avoided by the use of the Goods not in this combination;
- c) any modifications or changes made to the Goods by or on behalf of any person or company other than Nijl or its representatives, if the infringement would have been avoided without such modification or change.

16. LIMITATION OF LIABILITY

16.1 Nijl shall not be liable to Buyer or any third party for any loss of use, revenue or profit or loss of data or any consequential, indirect, incidental, special, exemplary, or punitive damages whether arising from a breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not Nijl has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

16.2 In no event shall Nijl's aggregate liability arising out of or relating to this Agreement, whether arising out of or relating to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts paid to Nijl for the Goods and Services sold hereunder, the limitation of liability provisions set forth in this section shall apply even if Buyer's remedies under this Agreement fail of their essential purpose.

16.3 The limitation of liability shall not apply to:

- a) liability resulting from Nijl's gross negligence or willful misconduct;
- b) death or bodily injury to the extent resulting from Nijl's negligent acts or omissions.

17. GOVERNING LAW; COMPETENT COURT

17.1 These GTCS, as well as any purchase order or agreement concluded between Parties, are governed by and will be interpreted in accordance with Dutch law. The applicability of the United Nations Convention on Contract for the International Sale of Goods (CISG) is explicitly excluded.

17.2 All disputes related to these GTCS, or any purchase order or agreement concluded between Parties, will be submitted exclusively to the competent court of Gelderland, the Netherlands.

17.3 Anti-Bribery Covenant: without limitation, Buyer shall comply with the FCPA and the Bribery Act, including the maintenance of and compliance with all policies and procedures to ensure compliance with these acts.

18. TERMINATION

18.1 Nijl may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer:

- a) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of non-payment;
- b) has not otherwise performed or complied with any of the provisions of this Agreement, in whole or in part;
- c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

19. WAIVERS

No waiver by Nijl of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Nijl. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise of any other right, remedy, power or privilege.

20. CONFIDENTIAL INFORMATION

All non-public, confidential or proprietary information of Nijl, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Nijl to Buyer, whether disclosed verbally or written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Nijl in writing. Upon Nijl's request, Buyer shall promptly return all documents and other materials received from Nijl. This article does not apply to information that is in the public domain, known to Buyer at the time of disclosure or rightfully obtained by Buyer on a non-confidential basis from a third party.

21. FORCE MAJEURE

Nijl shall not be liable or responsible to Buyer, nor to be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Nijl including, without limitation, act of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or civil unrest, national emergency, evolution, insurrection, epidemic, lockouts, strikes or other labour disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

22. ASSIGNMENT

22.1 Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Nijl. Any purported assignment or delegation in violation of this clause is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.