

## GENERAL CONDITIONS OF PURCHASE LITEQ B.V.

1. Applicable conditions. These General Conditions of Purchase apply to all current and future requests for quotations, orders and agreements concerning the supply of goods to and the rendering of services (hereinafter "Deliveries") for the benefit of Liteq B.V. (hereinafter "Liteq"). Any deviations from or additions to these General Conditions of Purchase require Liteq's express written consent. These General Conditions of Purchase shall apply similarly to all obligations created under agreements between parties. The applicability of the suppliers sale or other terms and conditions is explicitly rejected.

2. Ordering and confirmation of order. Liteq reserves the right to revoke any order placed or made by it if the supplier neglects to confirm receipt thereof within two weeks in writing by means of an order confirmation. If the order confirmation differs from the original order placed, Liteq shall only be legally bound after it has agreed explicitly in writing to be in agreement with the deviation. The acceptance of deliveries or supplies by Liteq as well as payments made in this regard shall not imply acknowledgement of any deviations.

3. Quality and condition of the Delivery. In addition to the statutory obligations resting on it the supplier guarantees that the Deliveries are of good quality and free from defects and in the case of services rendered that they are performed by skilled personnel and that new materials are used; corresponds exactly with the provisions of the agreement, the specifications listed and the reasonable expectations of Liteq regarding the characteristics, quality and reliability of the delivery; is suitable for the purpose for which it is intended by its very nature or which is evident from the order; complies with legal requirements applicable in the Netherlands and other (international) Government regulations; complies with the customary norms and standards in the relevant branch of trade or industry; complies with the statutory European Directives regarding CE marking and the EU declaration of conformity for machines/safety components or the "declaration by the manufacturer" respectively. The supplier shall provide the declaration of CE conformity. If reference is made in the agreement to technical, safety, quality, environmental or other regulations and/or to documents not attached to the agreement, the Supplier shall be deemed to have knowledge of these unless Liteq is informed to the contrary in writing immediately. Liteq shall then provide the Supplier with further information on these regulations and documents. The supplier shall bear the costs related to, and obtain the necessary permission, permits or licenses in good time required for carrying out of the agreement and for complying with the conditions stipulated therein.

4. Intellectual property rights; licenses. If intellectual property rights apply to the Delivery or accompanying documentation, Liteq shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the Delivery by the supplier, its employees or third parties involved by the supplier for performance of the agreement, belong to Liteq. The supplier shall be obligated to do everything necessary to obtain or establish the abovementioned rights when first requested to do so by Liteq. The supplier guarantees that the Delivery does not infringe on any intellectual property rights of third parties. The supplier indemnifies Liteq against any (alleged) claims by third parties in this regard and shall reimburse Liteq for any damages suffered as a result thereof.

5. Packaging and dispatch. The supplier shall package the goods to be delivered as economically, safely and carefully as possible and in such a manner that the shipment can be handled during transportation and offloading. The supplier shall ensure that the Delivery arrives at the destination

in good order. Shipments on pallets shall take place on euro format pallets, or europallets. Neutral packaging materials without printing are to be used as far as possible to encourage reuse of packaging materials. Packaging materials shall be suitable for reuse or recycling. Special packaging that has to be returned to the supplier shall be marked as such. The packaging, shipping, storage and processing of the Delivery must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. If safety information sheets exist for a Delivery or the packaging, the supplier must always supply these sheets direct (at the same time). The supplier shall mark the shipment with the Liteq order reference number and the number of packages, as well as with the correct name and address details of the delivery address. The outside of the package shall have a packing list attached with the contents of the shipment listed. Liteq may reject Deliveries that do not comply with these requirements.

6. Delivery. Delivery shall take place "Delivered Duty Paid" (carriage paid), in accordance with the version of the Incoterms applicable at the time of ordering, without prejudice to the provisions contained in these Conditions. The delivery date(s) or delivery period(s) of the agreement shall be firm and binding and shall apply to the entire Delivery, including the relevant drawings or other documents pertaining thereto. Should circumstances arise whereby the deadline for an agreed delivery date(s) or period(s) is expected to be exceeded, the supplier shall inform Liteq hereof without delay. If the supplier exceeds any agreed delivery date(s) or period(s), Liteq is entitled to impose a penalty of 1% of the price of the Delivery without prior notice of default to the supplier, for each calendar week or part thereof exceeded, and for each individual occasion on which this happens up to a maximum of 10% of the price of the Delivery and this shall be claimable on the date the penalty is imposed. Imposition, recovery or settlement of this penalty shall not affect Liteq's right to performance, compensation and termination of the agreement.

7. Inspection. All agreements are considered to have been formed under the condition precedent that the item delivered or service provided meets the requirements set in that respect by Liteq. Liteq has the right to arrange for inspection or auditing (by a third party) of the Delivery prior to the time of delivery at the supplier by staff appointed for this purpose. The supplier shall cooperate fully in this regard. The supplier shall not derive any rights in advance from the results of an inspection. Similarly, Liteq has the right to inspect the Delivery at the agreed delivery location prior to accepting it. If it is rejected, Liteq shall inform the supplier accordingly within a reasonable term from discovery and Liteq shall be entitled to replacement or repair at Liteq's discretion or may proceed to terminate or annul the agreement. All this does not affect Liteq's right to compensation. Liteq has the right to sell goods not taken back by the supplier. Under such circumstances, the net proceeds received for this item will replace it, without prejudice to Liteq's rights to sue for breach of contract. All costs related to inspections and re-inspections shall be borne by the supplier, except for the costs of inspection staff appointed by Liteq. Inspection of goods at the supplier's premises shall not affect the terms and conditions specified above.

8. Transfer of ownership and risk. The risk for the Delivery remains with the supplier until the delivery arrives at the agreed place of delivery and has been accepted in writing by Liteq by a person duly authorized to do so, with his or her name stated. Title to the Delivery shall pass to Liteq at the moment of delivery. Where necessary, these conditions shall function as a deed of transfer of title. Models, stamps, moulds, templates, dies, calibers, drawings and the like procured or manufactured by the supplier in aid of the Delivery, shall be deemed to have been made available to the supplier by Liteq at the moment that these articles are delivered to the supplier or have been manufactured by it. If Liteq makes goods available or is considered to have made items available to the supplier in aid of the Delivery, these shall remain or become the property of Liteq

and the supplier shall be obliged to clearly mark these items as Liteq's property and to make a declaration of ownership available if requested to do so. The supplier is liable for any damage incurred by these goods. Items created by amalgamation, confusion or otherwise, become Liteq property at the moment of creation. The supplier shall be deemed to have created these items for Liteq and shall retain these new items as Liteq property and make a declaration of ownership available to Liteq if requested to do so.

9. Price, invoicing and payment. The agreed price is fixed in euros, exclusive of VAT and includes all costs involved in meeting the supplier's obligations. Invoices shall be submitted bearing the number of the order, as per the order placed, and itemized stating the item numbers. Liteq shall be entitled to suspend payment for as long as these details remain outstanding. Duplicates of an invoice shall be identified as such. Liteq shall make payment within 60 days after acceptance of the Delivery and having been correctly invoiced. Liteq is entitled to set off claimable debts against claimable liabilities with the supplier by means of a setoff note. Liteq may request a deposit or bank guarantee at the supplier's own cost before it makes goods available or if partial or total payment in advance takes place. If an item is delivered earlier than agreed or if the services are performed earlier than agreed, payment must be made as if the original delivery dates had been adhered to. Liteq has the right to suspend payment if the supplier fails to comply with the terms of the agreement including these General Conditions of Purchase, without prejudice to its right to compliance, termination and/or compensation. If Liteq makes payment, this is in no way an acknowledgement of assignment or restriction of its rights in respect of the supplier. The Supplier shall verify that all taxes and/or social security premiums are paid correctly, in good time and in full for personnel deployed by it, and the Supplier accordingly indemnifies Liteq against any claims in that respect.

10. Contract variations; increase or decrease of the scope of supply. Liteq is entitled to amend the scope of Delivery. If the supplier is of the opinion that the amendment has an effect on the agreed price or delivery period, Liteq shall be informed of this immediately in writing, and in the event of additional work, issue a written quotation with regards to the price and period involved, as well as the effect this additional work will have on the other work to be performed by the supplier. The supplier shall not perform additional work before Liteq has issued written instructions to that effect. Work the supplier should have or could have anticipated in terms of delivering the service(s) and functionality(ies) as described in this agreement, or which is considered to be the result of an attributable error on the supplier's part, shall not be considered additional work.

11. Liability. The supplier shall be liable for all damages suffered by Liteq due to any failure attributable to the supplier to comply with the agreement or due to infringement of any other contractual or non-contractual obligation. The supplier shall indemnify Liteq against any third-party claim in that respect. The supplier shall in this respect fully insure and keep insured his liability under the law and/or agreement in respect of Liteq and furthermore shall insure and keep insured all risks in his business operations which can be insured on standard terms. The supplier shall at Liteq's request immediately provide (a certified copy of) the policies and evidence of payment of the premium. The supplier hereby assigns to Liteq in advance all claims to payment of insurance proceeds, where these relate to damage for which the supplier is liable toward Liteq.

12. Notice of termination and termination. Liteq shall have the right to completely or partially terminate the agreement without further notice of default by means of written notice to that effect without prejudicing its other rights, in the event that: the supplier defaults on one or more of the obligations as contained in the agreement; the supplier is declared bankrupt, suspension of payment

is requested, its business has been shut down or liquidated, a substantial part of its assets have been attached, or the business has been transferred to a third party; the delivery is rejected after inspection or re-inspection. In the event of termination the risk of the items already delivered remains with the supplier. The items shall then be at the supplier's disposal and they are to be collected by the supplier. The supplier shall refund any payments made by Liteq in terms of the terminated agreement immediately.

13. Warranty. If within the agreed warranty period the Delivery is found to be non-compliant with the stipulations in the agreement, the supplier shall, for its own account, replace, repair, or re-execute the Delivery at Liteq's discretion when first requested to do so within two weeks, without prejudice to Liteq's other legal rights. If the supplier continues to default on its warranty obligations, Liteq has the right to proceed to replace, repair or re-execute the order at the supplier's expense, with or without help from third parties. Liteq shall notify the supplier of the exercise of this right in advance where possible. If the parties have not agreed a warranty period, the warranty period shall be 24 months after the date of delivery or supply. For goods which are intended to be incorporated in installations or systems the warranty period shall not start until the time the installations or systems are delivered, provided always that the warranty period ends no later than 30 months after the date of delivery of the goods. The warranty period shall be extended by the period during which the Delivery fails to comply with the terms of the agreement. A warranty period as described above shall apply afresh to replaced, repaired or re-executed parts of a Delivery.

14. Information obligations and non-disclosure. The supplier shall provide Liteq with all information pertaining to the Delivery insofar as it could be of importance to Liteq. The supplier shall not reveal confidential information to its own employees not involved with the Delivery or to third parties, unless Liteq has agreed to this in writing beforehand. The supplier shall not be entitled to use the 'Liteq' name and/or the name of customers of Liteq in relation to deliveries that fall under these General Conditions of Purchase in advertisements and other commercial publications without prior written permission from Liteq.

15. US export administration regulations. If a Delivery includes American technology that is subject to the US Export Administration Regulations, or subject to the export regulations of the EU or an EU Member State, the supplier shall notify Liteq of this as per the provisions pertaining thereto.

16. Subcontracting. The supplier is liable for work carried out by third parties on behalf of the supplier. Such work is also subject to what is specified in these General Conditions of Purchase.

17. Applicable law, disputes. Dutch law, with the exception of the Vienna Sales Convention (CISG), shall govern agreements between Liteq and the supplier. The competent forum at the court of Oost Brabant shall have sole jurisdiction over disputes between Liteq and the supplier, with the exception of appeal in cassation.