

# GENERAL CONDITIONS

Of the private limited company TEDAS B.V.

With its registered office in Brummen, the Netherlands

Filed on June 19th 2007.

With the registry of the District Court of Zutphen, the Netherlands

Under number 26/2007.

## A. GENERAL CONDITIONS OF SALE

### Article 1 Applicability

These general conditions of sale apply to each and every offer and agreement between Tedas B.V., hereinafter referred to as Tedas, and another party, insofar as parties have not explicitly deviated from the present conditions in writing.

In these conditions, the other party shall mean: Any client, buyer or individual or legal entity that enters into or wishes to enter into an agreement with Tedas, as well as that individual's or entity's representative(s), agent(s), legal successor(s), and heirs.

The other party's general conditions will not apply, unless agreed in writing.

### Article 2 Quotes

All Tedas' quotes are without obligation, unless expressly otherwise provided for in writing. Quotes remain valid for 30 days, unless stated otherwise.

All stated prices are exclusive of applicable taxes and tariffs, unless otherwise stated.

Tedas shall only be bound by an order issued by the other party, if and after, Tedas has confirmed the order.

In the case of aggregate prices, Tedas shall not be obligated to supply one part of the order in return for a proportional part of the stated price as a whole.

If a quote is sent or accepted by electronic means (e.g., by e-mail), the parties shall not deny the validity of the agreement solely on the basis that the quote or acceptance was not transmitted or received on paper (as well).

Images, drawings, models, specifications, etc., supplied by Tedas remain Tedas' property and may not be shown or made available to third parties without prior written permission.

Tedas shall not be bound by the price stated for the entirety of the quote if it turns out that the part that was not shown requires proportionally more work than the part that was shown, if the other party has only supplied partial working models, copies, etc., to Tedas.

### Article 3 Agreement

Oral promises and agreements made by or with Tedas' employees not in a position to represent Tedas, shall only bind Tedas if, and insofar, they are confirmed in writing by an authorized representative of Tedas.

Tedas is authorized to require the other party to give guarantees for compliance during or after entering into the agreement and, if such guarantees are not provided or are insufficient, to suspend its obligations. Tedas is authorized to have the agreement performed by third parties under its responsibility. Articles 7:404 and 7:407 Paragraph 2 of the Dutch Civil Code shall not apply.

### Article 4 Delivery; Delivery Term; Partial Deliveries

Delivery shall take place from Tedas' site unless otherwise agreed. The time of delivery shall be the time when the items leave Tedas' site, or the time that the other party has been informed that the items are ready to be delivered.

The purchased items are transported at the cost and risk of the other party, who shall take out adequate insurance.

The other party is obliged to take the purchased items at the time they have been made available or delivered in accordance with the agreement. If the other party refuses to take the items or fails to provide information or instructions needed for the delivery, the items will be stored at the risk of the other party. The other party shall, in this instance, be liable for all additional costs, including in every case the costs of storage.

Agreed delivery times shall not be firm dates, unless both parties have explicitly agreed in writing. If a delivery is non-timely, the other party must explicitly notify Tedas in writing before Tedas can be held in default.

The delivery time only enters into effect after the other party has provided all data that Tedas stated it required or that the other party should in all reasonableness understand to be required to execute the agreement.

Delivery shall be postponed by the amount of time Tedas requires if changes to the order result in the time required to execute the agreement increases.

Delivery time is based on the expectation that Tedas is able to perform the work in connection with the

delivery as expected at the time that the agreement was concluded and that the materials required to execute the agreement are delivered to Tedas in due time. Tedas is authorized to make partial deliveries. This shall not apply if a partial delivery does not have a value that can be itemized. If items are delivered in partial deliveries, Tedas is authorized to invoice each part separately.

Tedas will determine the manner of packaging unless otherwise stated in the quote and/or order confirmation. Incidental additional requests regarding transportation and shipping will only be honored at the expense of the other party.

### Article 5 Termination of the Agreement

Tedas' claims against the other party are due immediately in the following cases (among others):

If following the conclusion of the agreement, Tedas becomes aware of circumstances that give good grounds to believe that the other party will not fulfill its obligations;

In the event of the other party's death, liquidation, placement under guardianship, bankruptcy, or protection from creditors;

If Tedas has requested the other party to provide surety and if such surety is not provided or is insufficient;

If the other party is in default in some other way and does not comply with its obligations arising from the agreement.

In the foregoing cases, Tedas is authorized to suspend and/or dissolve the agreement without prejudice to the other party's obligation to compensate Tedas for its resultant losses and without prejudice to Tedas' other rights.

If circumstances arise with regard to persons or materials that Tedas makes use of, or is in the habit of making use of, that are of such a nature that execution of the agreement becomes difficult or unreasonably costly, so that execution can no longer be expected according to criteria of reasonableness or fairness, Tedas shall be authorized to dissolve the agreement.

### Article 6 Price Changes

Tedas is authorized to modify prices and may invoice the current price upon delivery to the other party. If a price increase exceeds 10%, the other party shall be authorized to dissolve the agreement by means of written notice. The other party shall dissolve the agreement without delay after learning of the price increase. If the price increase results from a statutory or other official measure, Tedas is authorized to pass on the price increase to the other party, even if it has been agreed that the price is fixed, without this resulting in the other party being authorized to dissolve the agreement.

### Article 7 Warranties and Guarantees

Tedas warrants the correct functioning, craftsmanship, and quality of the goods as well as the workmanship carried out, during a term to be stated by Tedas. If no term is stated, the guarantee period shall be for six months following delivery or execution of the work in question.

The guarantee obligation expires if the other party does not fulfill its obligations toward Tedas, carries out or allows third parties to carry out changes or repairs to the items supplied, or if the items supplied are utilized for other than regular business purposes or have been treated or maintained injudiciously.

If the item supplied has design-, material-, or manufacturing faults, and the other party has notified Tedas about that in writing within the guarantee period, then the other party shall be authorized to seek redress. Tedas can choose to replace the item if there are objections to repairing it. The other party is only entitled to replacement if it is impossible to repair the item. A returned item shall become property of Tedas.

### Article 8 Retention of Title

Tedas remains the owner of all items that it supplies or will supply until such time as the other party has paid in full for said items. If Tedas has performed or is required to perform services pursuant to this agreement, the items referred to in the previous sentence shall remain the property of Tedas until such time as the other party also has paid Tedas in full for said services. Retention of title shall also apply to claims that Tedas acquires against the other party on account of the other party's failure to comply with this agreement.

If the laws of the country of destination have more extensive provisions regarding retention of title than those stated above in Paragraph 1, then the parties agree that these more extensive provisions shall apply to Tedas, with the proviso that if it is not objectively possible to determine which of the more extensive rules the provision relates to, the provisions in Paragraph 1 above shall apply.

Items delivered by Tedas that are subject to retention of title may only be resold while the other party conducts business as normal. In the event that the other party files for bankruptcy or suspends payments, the other party is also prohibited from reselling in the normal course of business. The other party is furthermore prohibited from creating a possessory lien or any other rights on said items.

Tedas retains the possessory rights of lien as specified in Article 3:237 Civil Code to secure claims on whatever basis it may have against the other party regarding items that have become the other party's property as a consequence of payment and are still in the other party's possession, in addition to Paragraphs 1 and 2 in this article. The authority stated in this paragraph also applies to items supplied by Tedas that the other party has worked on or processed, as a consequence of which Tedas has lost its retention of title.

If the other party fails to comply with its obligations or there is justifiable reason to believe that it will do so, Tedas shall be authorized to remove or cause to remove the items to which the retention of title pertains to by the other party or third parties who hold these items. The other party is obligated to cooperate fully or risk a penalty of 10% per day of the amount owed.

After Tedas has removed those items to which the retention of title pertains, the other party will be credited with the amount equal to the purchase price of the items on the date they were removed, but no more than the amount the other party was billed for. Tedas is allowed to reduce the amount of the credit based on diminished value because of damage or wear, for instance, and cost incurred by Tedas.

The other party is obligated to inform Tedas immediately if third parties establish or invoke any rights on items supplied subject to retention of title.

The other party shall mark the items delivered subject to retention of title as property of Tedas and shall insure them and keep them insured against damage caused by fire, explosion or water, as well as against theft and shall furnish proof of insurance upon Tedas' first request.

Furthermore, the other party is obligated at Tedas' first request to:

Assign possessory lien to Tedas on all claims the other party makes against the insurers in relation to the items supplied under retention of title in the manner prescribed by Article 3:239 Civil Code;

Assign possessory lien to Tedas and all claims the other party gains against its purchasers in relation to the items supplied under retention of title in the manner prescribed by Article 3:239 Civil Code;

Mark items supplied subject to retention of title as property of Tedas;

Give its full cooperation in other ways to all reasonable measures that Tedas deems fit to protect its title to the items and that are not unreasonable obstructions to the other party's normal business operations.

### Article 9 Defects; Time Limits for Complaints

The other party shall examine the items at the time of delivery. The other party shall verify that the delivered goods are in accordance with the purchase agreement, such as: Have the correct items been delivered, is the quantity correct (e.g., number and amount), does the quality fulfill the agreed upon requirements or, in absence thereof, comply with the requirements for normal use and/or business purposes?

The other party shall notify Tedas in writing of any visible defects or shortcomings within eight days of delivery.

The other party shall notify Tedas in writing of non-visible defects within eight days of discovery, or within eight days that said defects should have been discovered, but no later than six months after delivery.

The other party must notify Tedas in writing of any complaints about work or services rendered within eight days after completion or delivery of the services in question. If a complaint is justified, Tedas shall perform the services as agreed upon, unless those services have now become useless to the other party. The other party must notify Tedas if the latter is the case. If performing the services agreed upon is no longer possible or meaningful, Tedas will only be liable within the limits of Article 13.

Billing complaints must be submitted in writing within eight days of the invoice's postmarked date.

The other party is not permitted to submit a complaint regarding items that have been sold, worked on, or processed.

Returning delivered items is only allowed with prior written permission from Tedas.

### Article 10 Right of Retention

Tedas is authorized to retain possession of any of the other party's property that it has in its possession, on whatever grounds, and to refuse handing these items over or delaying handing these items over, until the other party has fulfilled its payment obligations in full, including interest and costs and/or compensation for damages to Tedas.

### Article 11 Other Party's Property and Tedas' Property

Tedas shall observe the same degree of care that it would exercise in relation to its own property regarding storage, use, working on and processing items entrusted to Tedas by or on behalf of the other party.

The other party shall bear the risk for the items as specified in Paragraph 1 above without prejudice to the provisions stated in the previous paragraph and elsewhere. The other party shall insure these items at its own expense if it wishes to have this risk covered. Items made available by Tedas, such as instructional

materials, readers, design sketches, presentation models and/or original media, such as printed originals, positive and negative films, photographs, as well as master tapes on magnetic media (e.g., video and audio) shall remain the property of Tedas at all times. In the event that items made available to the other party by Tedas are damaged or destroyed, the other party shall compensate Tedas for the incurred losses.

#### Article 12 Payment

Unless otherwise agreed in writing, payment shall be made to a bank account, designated by Tedas, within fourteen days of the invoice date. The value date on Tedas' bank statement shall be decisive in determining the date of payment. If payment in full has not been made fourteen days after the invoice date, the other party shall be in default. The other party will owe Tedas interest on past due amounts at a rate equal to the statutory interest (as specified in Article 6:119 a Civil Code). Payment shall be made without any discounts or settlements.

Payments made by the other party will first be applied to interest and costs owed and, secondly, to the oldest open invoices even if the other party states that the payment is for a later invoice.

If it becomes necessary for Tedas to start collection proceedings against the party in default, the other party shall bear all costs arising from the collection, with a minimum equal to 10% of the unpaid balance.

#### Article 13 Liability

Only the guarantee as described in Article 7 of these conditions of sale shall apply to faults in items delivered.

Tedas' liability shall be limited to the amount paid by the insurer, insofar as Tedas is covered by liability insurance. If the insurer does not settle the claim in a particular case or the damage is not covered by the insurance, Tedas' liability shall be limited to the amount invoiced for the delivered items.

Tedas is not liable for consequential damages, such as loss of profit and other indirect damages.

Any right of action of the other party against Tedas shall lapse after one year after the items were delivered or made available to the other party in accordance with the agreement, unless the other party initiated legal action against Tedas within this time limit.

The other party shall hold Tedas harmless in respect to claims for compensation made by third parties in connection with items delivered to the other party or services performed for the other party by Tedas, insofar as these losses are not at the expense and risk of Tedas pursuant to the agreement and these general conditions with regard to the relationship with the other party.

The liability limits contained in these general conditions of sale shall not apply if the damage is caused intentionally on the part of Tedas or its subordinates with executive powers or is the result of gross negligence on the part of Tedas or its subordinates with executive powers.

#### Article 14 Force Majeure

Cases of force majeure are circumstances that hinder compliance with the obligations but are not attributed to Tedas.

These shall include (if and insofar as these circumstances make compliance impossible or unreasonably obstruct compliance): Strike actions; a general lack of necessary raw materials and other items or services required to effect the agreed performance; unforeseeable delays on the part of suppliers or other third parties on whom Tedas depends; electrical power outages; internet disruptions; mechanical defects (including computers); loss of data in the broadest sense of the term; the circumstance when Tedas does not receive a service or product on time or in proper form which affects the service Tedas is to perform itself, official measures that prevent Tedas from complying with its obligations on time or in a proper manner, including in all cases import and export bans; interruptions to Tedas' business operations, excessive absenteeism, and general transportation problems.

Tedas shall also be authorized to invoke force majeure if the circumstance rendering further fulfillment of its obligations impossible commences after the point in time at which Tedas should have fulfilled its obligation.

During situations of force majeure, Tedas' delivery and other obligations shall be suspended. If the term during which force majeure makes it impossible for Tedas to fulfill its obligations lasts for more than three months, both parties shall be authorized to dissolve the agreement, without any obligation to pay for any damages.

In the event that, upon commencement of the force majeure situation, Tedas has already performed part of its obligations or is able to perform only part of its obligations, it may invoice the part performed or to be performed separately and the other party shall settle this invoice as if it were a separate contract. This shall not apply if the items delivered or to be delivered have no itemized value.

#### Article 15 Translations

In the event of conflict between the Dutch text of the general conditions and any translations thereof, the Dutch text shall prevail.

#### Article 16 Settlement of Disputes

Contrary to the statutory rules regarding the competence of civil courts, any disputes between the other party and Tedas shall be settled by the District Court of Zutphen, the Netherlands, if the District Court is competent to hear the dispute. This shall not apply to sub-district court cases as specified by Article 108, Paragraph 2 of the Dutch Code of Civil Procedure. Tedas shall nevertheless always be authorized to submit the dispute to the court deemed competent by law or by the applicable international treaty.

#### Article 17 Governing Law

Each and every agreement between Tedas and the other party shall be governed by Dutch law.

### B. GENERAL CONDITIONS OF SERVICE PROVISION

#### Article 18 Applicability

These general conditions of service provision shall apply to any quote, order, or agreement between Tedas and the other party, where the other party acts as the principal and Tedas as the contractor/service provider, ..... relating to services Tedas is to perform at the other party's order as specified in Article 7:400 of the Dutch Civil Code.

If and insofar, these general conditions of service provision do not deviate from the general conditions of sale included under A above, the above-mentioned terms and conditions shall apply mutatis mutandis.

#### Article 19 Executing the Agreement; Weight/Number

Tedas shall execute the agreement (which must be viewed as an obligation to perform to the best of one's ability) to the best of its knowledge and ability and in accordance with the standards of proper workmanship.

The other party shall see to it that Tedas is provided with all items and data that Tedas states to be necessary or which the other party should in all reasonableness understand to be necessary for the execution of the agreement. If Tedas has not been provided in due time with the items and data necessary for the execution of the agreement, Tedas shall have the right not to commence the agreement or to suspend the execution of the agreement and/or to charge the other party for the additional costs resulting from the delay at the generally accepted rates.

Tedas is not liable for damages of whatever nature that arise because of incorrect and/or incomplete information provided by the other party.

If the parties have agreed that the agreement is to be executed in stages, Tedas can suspend the execution of those parts that belong to one of the next stages, until the other party has approved in writing the results of the stage prior to it.

The other party is liable for the quality and soundness of the items delivered to Tedas for processing.

#### Article 20 Fees; Costs; Rates

Tedas' fees will be determined based on the actual number of hours worked, unless a different method of compensation is agreed. The fees shall be calculated in accordance with the agreed hourly or daily rate. Rates exclude sales tax, unless agreed otherwise in writing.

The other party shall pay Tedas travel and administration costs, such as telephone, fax, postage, copy and printing costs, and third-party costs incurred by Tedas, in order to fulfill its obligations, separately from Tedas' daily or hourly rates. Travel time in the Netherlands is € 0.75 per minute to and from the destination with a maximum of € 100.00, with exception of the Wadden Islands. Travel time will be calculated based on the fastest route on [HYPERLINK "http://www.alh.nl" www.alh.nl](http://www.alh.nl).

Tedas is authorized to invoice the other party for work performed in the interim (in principle, monthly).

Tedas is obligated to maintain records of hours worked and costs incurred and make these logs available upon the other party's request. This obligation only applies if the work is performed other than on the basis of an agreed fixed fee.

#### Article 21 Modifying the Agreement

If it is shown during the execution of the agreement that the work to be done needs to be changed or supplemented in order to ensure its proper execution, the parties shall modify the agreement accordingly by mutual consultation. Tedas is only bound by a modification to the agreement if the parties have agreed to the change in writing.

If the parties agree that the agreement needs to be changed or supplemented, this decision may affect the time of completion of the execution. Tedas shall inform the other party thereof as soon as possible.

Should the change or supplement to the agreement have any financial and/or qualitative consequences, Tedas shall inform the other party thereof ..... If a fixed fee has been agreed upon, then Tedas shall indicate the degree to which the change or supplement to the agreement will increase said fee.

#### Article 22 Confidentiality

22.1 Both parties are bound to secrecy concerning all confidential information they have received from each other or third parties within the scope of the agreement.

Information shall be considered confidential if the party providing the information so indicates or if the confidentiality results from the nature of the information.

22.2 Tedas shall not be liable for losses if the other party's data becomes public as a result of internet theft or similar connection issues of computer systems of both Tedas and the other party.

#### Article 23 Intellectual and Industrial Property Rights and Reproduction Rights

The other party guarantees that no breach of third-party rights is committed when supplying items protected by copyright or any other intellectual or industrial property rights, for use, dissemination, or reproduction. The other party shall hold Tedas harmless against claims made by third parties.

All intellectual and industrial property rights pertaining to creations such as sketches, drawings, lithographs, photographs, films, or models designed and created by Tedas shall belong to and remain with Tedas.

Copyrights are not included in the design costs.

The other party will receive a license from Tedas to use copyright-protected works that Tedas makes available to the other party in the execution of an order. This license shall only remain valid as long as the other party fulfills all its financial obligations towards Tedas. The license can only be used for the relevant work, and by the other party only. Use by third parties is not permitted unless Tedas has agreed in writing.

The other party is not permitted to allow changes to be made to any model, design, photograph, etc., that the other party has already approved or is already using, without Tedas' prior written consent.

#### Article 24 Cancellation Conditions of Tedas Training Courses

The other party will not be charged if the training is cancelled ten or more working days before the agreed training date.

If the agreed training is cancelled fewer than ten, but more than five working days before the agreed training date and a new training date is scheduled, the other party shall owe Tedas 10% of the training costs. If a new training date is not scheduled, the other party shall owe Tedas 50% of the training costs.

If the agreed training is cancelled fewer than five working days before the agreed training date and a new training date is scheduled, the other party shall owe Tedas 50% of the training costs. If the agreed training is cancelled fewer than five working days before the agreed training date and a new training date is not scheduled, the other party shall owe Tedas 100% of the training costs.

If the other party is a no show on the scheduled training date, the other party shall owe Tedas the entire amount of the training.

#### Article 25 Liability

Notwithstanding the other provisions of this article, Tedas will only be liable to the other party for losses that are a direct consequence of Tedas' failure to fulfill its obligations, if, and insofar as, the losses could have been prevented had Tedas exercised customary professional practice and due diligence. Tedas' liability shall be limited to the amount paid by the insurer, insofar as Tedas is covered by liability insurance.

If the insurer does not settle the claim in a particular case or the damage is not covered by the insurance, Tedas' liability shall be limited to the amount the other party owes Tedas pursuant to the agreement; in the event of assignments with a longer duration, Tedas' liability shall furthermore be limited to the amount owed for the last six months.

Tedas is not liable for consequential damages, such as loss of profit and other indirect damages.

Any right of action against of the other party against Tedas shall lapse one year after the agreement has ended, unless the other party has initiated legal action against Tedas within this time limit.

The other party shall hold Tedas harmless in respect to claims for compensation made by third parties in connection with services rendered to the other party by Tedas, insofar as these losses are not at the expense and risk of Tedas, pursuant to the agreement and these general conditions with regard to the relationship with the other party.

The liability limits contained in the present conditions for service provision shall not apply if the damage is caused intentionally on the part of Tedas or its subordinates with executive powers or is the result of gross negligence on the part of Tedas or its subordinates with executive powers.