

General Conditions of Sale of MSA Nederland B.V.

1. General

1.1 These Standard Conditions of Sale shall apply to all our present – and future – contracts, quotations, deliveries and other services. The application of any Standard Business Conditions of the purchaser is hereby rejected, to the extent that they are conveyed to us by a letter of confirmation or by other means.

1.2 Oral agreements or assurances, the exclusion of, alterations and/or amendments to these Standard Conditions of Sale require our express, written confirmation to be valid. This also applies to the waiver of this written requirement.

1.3 The Incoterms apply in their currently valid version at the time of concluding the contract, in as far as these Standard Conditions of Sale contain nothing to the contrary.

2. Offer and Conclusion of the Contract

2.1 Our offers are subject to change without notice. All orders only become binding on us once we provide written confirmation or delivery of the goods. The delivery quantities shall consist of multiples of units specified in the valid price lists.

2.2 Title to cost estimates, drafts, drawings, calculations and other such material shall remain with us; these may not be duplicated or disclosed to third parties. They are to be returned to us if no order is placed with us.

3. Prices, Calculation

To the extent that nothing else is expressed by us, all prices are to be understood as ex works or warehouse plus the costs for packaging, transport and any transport insurance, plus statutory value added tax.

With small estimates, a lump sum for handling shall be calculated according to the price list at the time of the conclusion of the contract. The calculation of costs for the development and composition of offers, for the composition and presentation of drawings, as well as for any separate assembly and other ancillary work will take place separately.

4. Delivery, Performance, Transfer of Risk

4.1 Our obligation to deliver is subject to our receiving correct and timely deliveries from our suppliers.

4.2 Unless otherwise agreed, deliveries shall take place ex works or warehouse; we shall send the goods at the risk and cost of the purchaser, whereby we are entitled to send the goods to the purchaser from another location than the place of performance specified in Section 12.1.

The choice of the route of shipment and means of transportation shall be at our discretion. The securing of claims in the event of damages resulting from transportation is a matter for the purchaser.

4.3 The purchaser is obliged to consent to partial deliveries, provided that this is not unreasonable in the individual case.

4.4 Delivery deadlines begin with the date of our order confirmation, or additionally after the clarification of all relevant technical matters.

4.5 We reserve the right – including during default of performance – to defer delivery for the duration of any events that constitute force majeure and of problems for which we are not responsible, which make delivery impossible or otherwise hinder it, for example: strike, lockout, military mobilisation, war, conditions similar to war, blockade, bans on import and/or exports, traffic blockages, administrative sanctions, energy and raw-material shortages, instrument and machinery breakdown and similar. Where the execution of the contract is unreasonable as a consequence of an event that constitutes force majeure or of problems for which we are not responsible, we can also rescind the contract in part or in full.

The right to postpone delivery shall exist irrespective of whether the events named in sentences 2 and 3 affect us or our suppliers; the exercise of these rights by us does not form the basis of any claim for damages of the purchaser.

5. Packaging

Provided that no specific written agreement has been entered to the contrary, title to all packaging shall pass to the purchaser with the goods. The purchaser may return any unrequired packaging at its own cost to our works in Berlin in accordance with the Packaging Regulation. This does not apply for reusable packaging; this is to be returned to us by the purchaser at his own cost.

6. Assembly

Where we undertake the assembly, the following provision shall apply: prior to the commencement of assembly, the necessary supply parts must be available at our premises and the preparatory work prior to the commencement of construction must be at a stage such that assembly can commence immediately following the arrival of the assembly workers and carried out without interruption. The purchaser shall, in good time, provide us at its cost with workers in the number we deem to be necessary. If construction is delayed for reasons beyond our control, the purchaser shall bear all costs we incur through such delay. If we agree to the provision of assembly workers against individual remuneration, it is furthermore agreed that the calculation shall take place using daily rates. Travel time and waiting time are deemed working time.

7. Payment, Setting-off, Retention

7.1 Payments are to be made within 30 days of the date of the invoice. The punctuality of the invoice is determined by the date on which we receive the funds, or on which they are unconditionally credited to our account.

7.2 We bear no obligation to accept payment by cheque or bill of exchange; in any case the delivery of cheques and bills of exchange shall take place merely for the sake of performance. Delivery shall not cause a cancellation of our claim. The costs associated with the use of a cheque or bill of exchange shall be borne by the purchaser.

If payment of the purchase price is made with payment means which the purchaser has obtained through discounting an accepted bill of exchange, the purchase price claim shall only be settled upon redemption of the bill of exchange by the purchaser.

7.3 If there are several outstanding claims against the purchaser and a payment by the Purchaser is insufficient to settle all claims, settlement shall be made in accordance with the statutory provisions (Section 366 paragraph 2 of the German Civil Code), even if the purchaser has expressly made payment for a specific claim.

7.4 The Purchaser shall only be entitled to set-off undisputed counterclaims and counterclaims finally asserted by or ready for deciding by the court. The Purchaser shall only be entitled to withhold or refuse performance, for example due to defects of the goods, in consideration of undisputed claims finally asserted by or ready for deciding by the court which stem from the same contractual relationship.

8. Retention of Title

8.1 Title to all goods delivered by us (hereinafter also referred to as "reserved goods") shall remain with us until all of our – present and future – claims against the purchaser arising out of our business relationship have been satisfied. For current accounts, the retention of title shall apply as security for our respective balance claim.

8.2 Processing or transformation of the reserved goods shall always take place for us as producer in the sense of Section 950 of the Civil Code, without this creating any liability on our part. In cases of processing or transformation

of the reserved goods with other goods not supplied by us, we shall receive joint title to the new product in the same ratio as the final invoice amount attributable to the reserved goods vis-à-vis the purchase price of the other processed or transformed products at the time of processing or transformation.

In the event that the reserved goods are combined, mixed or blended with movables of the purchaser in such manner that the goods of the purchaser are to be seen as the main goods, the purchaser hereby transfers to us its title to the entire goods in the ratio of the value of the reserved goods to the value of the other combined, mixed or blended goods. If reserved goods are combined, mixed or blended with goods of a third party in such manner that the goods of the third party are to be seen as the main goods, the purchaser hereby assigns to us its claim against the third party to remuneration in the amount corresponding to the final invoice amount attributable to the reserved goods.

The product resulting from the processing, transformation, combination or mixing (hereinafter "new product") and the (joint) title rights to the new product to be transferred to us pursuant to this Section 8.2 shall serve as security of our claims in the same manner as the reserved goods themselves in accordance with Section 8.1.

8.3 The purchaser is authorised to resell the reserved goods or the new product in the normal course of business subject to a retention of title. The purchaser is obliged to ensure that the claims from such resale transactions can be transferred to us in accordance with Sections 8.4 and 8.5.

8.4 The claims of the purchaser from the resale of the reserved goods are hereby assigned to us. They serve our security to the same extent as the reserved goods. If the purchaser sells the reserved goods together with other goods not supplied by us, the assignment shall only apply in the amount of the final invoice amount resulting from the resale of the reserved

goods. For the sale of goods to which we have joint title by virtue of Section 8.2 or the statutory provisions on the combining, mixing and blending of products, the assignment of the claim shall apply in the amount of the share of our joint title.

8.5 If the purchaser places his claims from the resale of reserved goods in a current account relationship with his purchasers, he hereby assigns to us the acknowledged or final balance in his favor which is equivalent to the total amount of the claims placed in the current account relationship from the resale of the reserved goods. Section 8.4 sentences 3 and 4 shall apply mutatis mutandis.

8.6 The purchaser is authorized to collect the claims assigned to us from the resale of the reserved goods or the new product. The purchaser is not permitted to assign the claims from resale to third parties, including under a genuine factoring agreement.

8.7 We can revoke the authorization to resell the reserved goods and the new product under Section 8.3 and the authorization to collect the claims assigned to us under Section 8.6 in the event of default on payment or discontinuation of payment by the purchaser, as well as in the event of the application to open insolvency proceedings or in other cases of impaired creditworthiness or trustworthiness. In the event of revocation of the authorization to collect, the purchaser shall be obligated to inform his purchasers immediately of the assignment of claims to us and to provide us immediately with all information and documentation required for collection. In such case, the purchaser is furthermore obligated to surrender or transfer to us any securities to which he is entitled for claims against his purchasers.

8.8 The purchaser is obligated to inform us immediately of any pledge or other legal or actual restriction or endangering of the reserved goods or other existing securities of ours.

8.9 The purchaser undertakes to treat the reserved goods with care; where maintenance and inspection work is necessary, the purchaser must carry this out at its own cost in timely manner. The purchaser undertakes to insure the reserved goods sufficiently against damage through fire, water and theft for their new value. It hereby assigns to us its claims under the insurance agreements.

8.10 In the event of default on payment or other, not insubstantial conduct on the part of the purchaser in violation of the contract, as well as cancellation of the contract, the purchaser hereby consents to our repossession or having reposessed the reserved goods and – to the extent we are sole owner – the new product in the sense of Section 8.2 – which are in his possession. Such repossession shall constitute notice of cancellation of the respective contract of sale only if we expressly confirm this.

For the purpose of undertaking these measures as well as for the purpose generally inspecting the reserved goods, the purchaser shall grant us, or persons authorized by us, access to his premises at any time.

9. Reclamation and Rights of the Purchaser in Case of Defects

9.1 The purchaser is obligated to inspect the shipment for damage immediately upon arrival. Externally recognisable damages must be certified prior to acceptance on the consignment note or by a recording of the facts. In the event damage has been incurred, the recipient is obligated to present all documentation required for processing of the damages report by the insurer.

9.2 Defects which are recognisable on an inspection of the goods undertaken without undue delay after delivery shall be reported in writing within one week of delivery of the goods, other defects within one week of their discovery. In determining whether it is within time, the relevant date of the reclamation is deemed the date of receipt by us. If reports of defects are not received in time, all rights of the purchaser due to the defect concerned shall be terminated.

9.3 Upon our request, the purchaser shall send the goods complained of to us or a third party named by us.

9.4 Any claims of the purchaser due to a defect shall be limited to the right to subsequent performance. Subsequent performance shall be, at our discretion, either repair of the defect or delivery of new goods. If attempts at subsequent performance fail, the purchaser may, at his discretion, either rescind the contract or reduce the purchase price.

9.5 To the extent that we are obligated by law to pay damages – irrespective of the legal ground – including any damage claims for breach of contract, culpa in contrahendo and tort, this obligation of compensation shall be limited in accordance with Section 10.

9.7 Any rights of recourse of the purchaser pursuant to Section 478 of the Civil Code shall remain unaffected. To the extent that under such recourse, we are obligated by law to pay damages, this obligation of compensation shall be limited in accordance with Section 10.

Claims of the purchaser due to defects shall become statute-barred after one year commencing with delivery of the goods. This shall not apply (1) in the case of intent or fraudulent concealment of a defect or (2) in the case of a product which has been used for a structure in accordance with its standard use and which has caused the defectiveness of the structure. The aforementioned one-year limitation period for defects shall furthermore not apply if the damage is caused by gross negligence or our legal representatives or managerial employees, or the damage is due to personal injury, or we are liable under tort. If the defect is in contractual right of a third party, on the basis of the which the surrendering of the product can be demanded, or in another right which is registered in the land register, the limitation period shall be three years. The statutory provisions on the limitation of any claims to recourse in accordance with Section 479 of the Civil Code as well as on the limitation and exclusion periods pursuant to the Product Liability Act shall remain unaffected.

10. Liability

10.1 For damages caused by intention or gross negligence of our legal representatives or managerial employees, as well as damages due to personal injury, we shall be liable in accordance with the statutory provisions. In the event of intention or gross negligence of mere vicarious agents as well as in the event of minor negligence causing the violation of essential contractual duties which are indispensable for the achieving of the contractual purpose and on the strict compliance with which the purchaser must therefore be able to rely, we shall be liable in accordance with the statutory provisions, limited to such damages as were foreseeable for us at the time of entering the contract in terms of type and scope. In all other cases, claims of the purchaser for direct or indirect damages irrespective of the legal ground including any damages claims for culpa in contrahendo as well as under tort are excluded.

10.2 Any statutory liability for warranted characteristics of the goods or under the Product Liability Act shall remain unaffected.

10.3 The limitations of liability specified in this Section 10 shall also apply to any liability of our legal representatives, managerial employees and other vicarious agents to the purchaser.

11. Foreign Trade Provisions

Even without indication by us, in case of doubt all goods are subject to an export permit. The purchaser shall acknowledge German and foreign export control provisions and restrictions and undertakes to obtain all necessary export licences/permits or other documents prior to the export of exports and technical information which it has received from us. The purchaser furthermore undertakes to impose corresponding obligations on all recipients of such goods and technical information purchased from us, and to inform such persons of the requirement of complying with these laws and regulations.

12. Place of Performance, Venue, Applicable Law

12.1 Place of performance for delivery and payment is Hoor.

12.2 To the extent that the purchaser is a fully qualified merchant, a public law entity or a public law special fund, Amsterdam shall be the exclusive place of venue for all disputes directly or indirectly arising out of the contractual relationship. However, we are entitled to bring an action before any other competent court instead of the court of the venue agreed above.

12.3 The laws of the Netherlands shall apply. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are excluded.

NOTE

Data on our customers and purchasers will be stored and processed by computer, to the extent that this is necessary for proper implementation of the contractual relationships.