**GENERAL TERMS AND CONDITIONS of M.C. TEC B.V. Giessen, The Netherlands**

**Article 1. Definitions**

1.1. In the absence of explicit statement to the contrary, the terms used in these general terms and conditions are defined as follows.

Supplier: M.C. TEC B.V. is the supplier of these general terms and conditions.

Buyer: The supplier's other party to the contract, acting in the course of his profession or business, who which the supplier sells and delivers, and for whom the supplier renders services should the need arise, etc.

Contract: The contract between the supplier and the buyer.

**Article 2: Scope of Application**

2.1. These conditions are applicable to all legal relationships between the supplier and the buyer, including all offers, quotations and agreements between the supplier and the buyer to which the supplier has declared these terms and conditions applicable, insofar as these conditions have not been expressly departed from in writing by the parties.

2.2. These terms and conditions are further applicable to all contracts with the supplier that are executed with the assistance of third-parties.

2.3. Departures from these general terms and conditions are valid exclusively if expressly agreed in writing.

2.4. The applicability of any purchasing or other conditions of the buyer is expressly rejected.

2.5. If one or more of the provisions of these general terms and conditions are invalid or expressly rejected, the remaining provisions of these general terms and conditions shall remain applicable in full. The supplier and the buyer will in that case enter into consultation with a view to making agreement on the substitution of the invalid provisions with new ones that approach as closely as possible the purpose and the tenor of the original provisions.

**Article 3. Offers and formation of the contract**

3.1. All offers made by the supplier are subject to contract unless an acceptance period has been expressly stated in or in relation to the quotation.

3.2. In the absence of agreement to the contrary, the prices stated in the aforementioned offers/quotations are exclusive of VAT and other governmental levies as well as the costs incurred in relation to the contract, including forwarding and administration expenses.

3.3. The offer is based exclusively on the information provided for that purpose by the buyer, and the supplier can rely on the accuracy and completeness of that information. The buyer guarantees the accuracy and completeness of that information.

3.4. The contract is formed between the supplier and the buyer by one of the following methods and times:
   a) if no order confirmation is sent, at the time at which the buyer expressly accepts in good time and verbally or in writing and in unamended form an offer made by the supplier;
   b) if an order confirmation is sent, at the time at which the supplier takes receipt of the returned order confirmation that was sent to the buyer, signed for agreement;
   c) or at the time to which the supplier commences execution of the order on the buyer's request. Notwithstanding the above, either party is free to make a case that the contract has been formed by other means and/or at a different time.

3.5 A composite price statement does not oblige the supplier to perform part of an order at a corresponding proportion of the stated price.

3.6 Offers and quotations are not automatically applicable to future orders.

**Article 4: Execution of the contract**

4.1. The supplier will execute the contract with the due care that can reasonably be expected of a good contractor. The supplier does not however guarantee that a certain result will be achieved.

4.2. All deadlines indicated by the supplier are indicative and are not to be regarded as firm deadlines. Exceeding these deadlines shall not oblige the supplier to pay any compensation for damages or give the buyer the right to dissolve the contract other than in cases of intentional act or omission or causes on par with gross negligence on the part of the supplier.

4.3. In cases of late delivery the supplier must be held in default by the buyer before being considered to be in default.

4.4. If and in so far as required for the correct execution of the contract, the supplier reserves the right to have the work carried out by third-parties.

4.5. The buyer shall ensure that the supplier is provided in good time with all information that the supplier indicates is necessary and which the buyer could reasonably be expected to realise is necessary to the execution of the contract. If the information required for the execution of the contract is not issued to the supplier on time, the supplier reserves the right to suspend execution of the contract and/or to charge the buyer with extra costs incurred as a result of the delay at the current market rates.

**Article 5: Delivery**

5.1. Delivery shall take place ex works/shop/warehouse of the supplier.

5.2. The buyer is obliged to accept the goods at the time at which the supplier delivers them or has them delivered to him or when they are made available to him in accordance with the contract.

5.3. If the buyer refuses to take delivery or fails to provide information or instructions necessary to the delivery, the supplier shall be entitled to store the goods at the buyer's expense and risk.

5.4 For orders with a purchase value lower than € 500,- excluding VAT, the transport costs are payable by the buyer. For orders with a purchase value exceeding € 500,- excluding VAT, the transport costs are payable by
the supplier, other than in cases of transport of exceptional magnitude (to be decided at the buyer's discretion), or shipments outside the Benelux countries, the costs of which are payable by the buyer.

5.5. The risk of the goods shall transfer to the buyer at the time at which they are legally and/or actually delivered to the buyer and are thus placed at the buyer's disposal or a third-party nominated by the buyer for that purpose.

**Article 6: Price and costs**

6.1. The price is exclusive of VAT and all other costs incurred in the context of the contract.

6.2. The supplier reserves the right to increase that price, in cases where amendments or additions are made to the contract, for example.

6.3. The supplier is further authorised to pass on price increases to the client if cost-determining factors such as salaries or other costs are increased between the time of the quotation and delivery.

**Article 7: Payment**

7.1. Invoices are payable within 30 days of the invoice date in a manner indicated by the supplier and in the currency stated on the invoice, without deduction, discount or set-off being permitted. Objections to the level of the bills do not suspend the payment obligation.

7.2. If the buyer fails to remit payment within the 30-day period, the buyer shall be held in default by operation of law. The buyer shall in that case be liable for the payment of interest equal to the statutory commercial interest rate at that time. The interest over the payable amount shall be calculated from the time at which the buyer was held in default until the time of full and final settlement, in which context part of a month shall be deemed to be a full month.

7.3. In the event of the buyer being liquidated, declared bankrupt or granted suspension of payment, the claims of the supplier on the buyer shall become immediately due and payable.

7.4. The supplier reserves the right to have payments made by the buyer extend first to payment of costs, then to outstanding interest and finally the principal amount and the current interest. The supplier can refuse a payment offer, without that being in default, if the buyer indicates a different order of allocation. The supplier can refuse full payment of the principal amount if the due and current interest and costs are not remitted at the same time.

7.5. If the supplier exceeds any payment period the supplier has the right to discontinue further deliveries to the buyer until the full outstanding amount under all contracts entered into with the supplier has been paid. The supplier is in that case further entitled to send subsequent deliveries exclusively on a cash on delivery basis.

**Article 8: Retention of title**

8.1. All goods delivered by the supplier, including designs, sketches, drawings, films, software, (electronic) files, etc., remain the property of the supplier until the client has met in full all of the obligations under the contract entered into with the supplier; this to be decided at the supplier's discretion.

8.2. The buyer is not authorised to pledge or encumber in any other way the goods covered by retention of title.

8.3. In the event of third-parties imposing an attachment on the goods delivered under retention of title or setting out to establish or invoke any rights against them, the buyer is obliged to notify the supplier of that as soon as may reasonably be expected.

8.4. The buyer is obliged to insurance goods delivered under retention of title and to keep them insured against fire, explosion and water damage and against theft and to issue the insurance policy for inspection on demand.

8.5. Goods delivered by the supplier and which are covered by retention of title as provided for under paragraph 1 of this article may only be sold on in the context of normal business operations and may not under any circumstances be used as a means of payment. If the goods are resold, the buyer further undertakes to transfer them under retention of title.

8.6. In the event of the supplier wishing to exercise his property rights as provided for in this article, the buyer hereby gives unconditional and irrevocable permission, now for then, for the supplier or third-parties engaged by the supplier to enter the places where the property of the supplier is located and to repossess that property.

**Article 9: Collection costs**

9.1. All judicial and extrajudicial (debt collection) costs reasonably incurred by the buyer in connection with the consumer's non-compliance or late compliance with his payment obligations shall be for the buyer's account.

9.2. The buyer is liable for payment of statutory interest over the debt collection costs.

**Article 10: Inspection, complaints, warranty**

10.1. The buyer must notify the supplier in writing of complaints within 7 days of establishing the defect. The letter of complaint should contain a description of the failure to perform in as much detail as possible so that the supplier is able to put forward an adequate response.

10.2. If a complaint is well-founded, the supplier is authorised to decide at his own discretion whether to amend the invoice, redeliver the relevant product or service or reimburse a proportion of the price already paid without continuing to implement the contract.

10.3. If the buyer fails to lodge a claim within the period provided for in article 10.1, all of his rights and claims of any nature regarding the subject of the complaint made or which could have been made during that period shall be null and void.

10.4. All delivered goods (instruments) are delivered with 1 year warranty with exception of consumables like lamps, motors etc. this to be decided by the supplier. For delivered parts a warranty term of 3 months is applicable (only when installed by the supplier). For repair work done by the supplier no warranty applies and a warranty-claim is to be evaluated by the supplier. For warranty work that has to be done outside of the supplier's office the supplier has the right to charge for travel cost and expenses. For warranty shipments to the supplier the customer has to pay for transportation and packing (DDP).
Article 11: Expiry period

11.1 Notwithstanding the provisions of article 10, the buyer is obliged if he is or remains of the opinion that the supplier has failed to implement the contract on time, completely or correctly - unless this is done subject to the provisions of article 10.1 - to notify the supplier as such in writing and without delay and to exercise his rights to institute claims on that basis within one year of the date of that notification, or within one year of the time at which notification should have taken place, in the absence of which all of his rights and claims in that regard shall lapse upon expiry of the period set forth above.

Article 12: Suspension and dissolution

12.1 If the buyer fails to meet any obligation to the supplier or to meet it in full or on time, if the buyer is declared bankrupt or a request for his bankruptcy is filed at the court, if the buyer has applied for or been granted suspension of payment, if the buyer's company is discontinued or liquidated, if goods of the buyer are subjected to an attachment, or if the buyer is placed under administration or guardianship, the supplier has the right to suspend compliance with his obligations to the buyer or to dissolve the contract with the buyer in full or in part, without any notice of default or legal intervention being required and without being obliged to pay any compensation for damages, without prejudice to the remaining rights of the supplier, including the right to claim compensation for damages.

Article 13: Liability

13.1 In the event of the supplier being held liable, that liability shall be limited to the provisions of this clause.

13.2 The supplier's liability for losses suffered by the buyer caused by the late, incomplete or incorrect implementation of the contract shall be limited to a maximum of the invoice amount charged by the supplier to the buyer for the delivered goods and or the performance of services in which the cause of the loss has occurred. The compensation payable by the supplier to the client cannot however under any circumstances exceed the amount for which the supplier's liability is insured, or a maximum amount of ... euros if no cover is provided by that insurance, insofar as that insurance does not provide cover in the case in question. The above is subject to exception in cases of intentional act or omission on par with gross negligence on the part of the supplier. For the purpose of this and subsequent clauses of this article the supplier is also defined as the supplier's employees and third-parties he has engaged for the implementation of the order.

13.3 The supplier cannot be held liable for losses caused by the buyer's failure to meet his obligation to provide information as provided for in article 3.3 unless those losses have been caused by intentional act or omission or causes on par with gross negligence on the part of the buyer.

13.4 Neither can the supplier be held liable for losses caused by acts or omissions of third-parties engaged by the buyer during implementation of the order, unless those losses have been caused by intentional act or omission or causes on par with gross negligence on the part of the supplier.

13.5 The supplier is further authorised at all times to maximally limit or reverse the buyer's loss, for which the buyer is obliged to cooperate in full.

13.6 The buyer is obliged to limit or, where possible, to reverse his or her loss and that of his or her members.

13.7 The supplier cannot under any circumstances be held liable for indirect losses, including consequential losses, loss of income, missed savings or losses caused by business stagnation. The above is subject to exception in cases of intentional act or omission on par with gross negligence on the part of the supplier.

Article 14: Indemnification

14.1 The buyer indemnifies the supplier against claims of third-parties regarding intellectual property rights on materials or information issued to the buyer and which are used during implementation of the contract.

14.2 The buyer indemnifies the supplier against claims of third-parties regarding losses related to or arising from the contract implemented by the supplier if and insofar as the supplier is not liable to the buyer in that respect by virtue of the provisions of article 13.

Article 15: Force majeure

15.1 The parties are not be required to comply with any obligation if prevented from doing so as a result of a circumstance that is beyond their control and for which they cannot be held accountable by virtue of the law, a juristic act or generally accepted views.

15.2 In these general conditions, force majeure is defined - in addition to that which is deemed as such by law and legal precedent - as all circumstances, foreseen or unforeseen, that are beyond the control of the supplier but which prevent the supplier from meeting his obligations. That includes strikes at the supplier's business.

15.3 No claims for any compensation can be made by the buyer in the event of force majeure.

15.4 If a case of force majeure leads to an agreed date or term being exceeded, the buyer has the right to dissolve the relevant contract by means of written notification to that effect. That dissolution shall not extend to goods that have already been delivered; those goods must be paid for by the supplier with due observance of article 7 of these general conditions.

Article 16: Confidentiality

16.1 Both parties are obliged to protect the confidentiality of all confidential information that they obtain from each other or from other sources in the context of their contract. Information is deemed to be confidential if the other party has been informed that is the case or if that is apparent from the nature of the information.

16.2 If the supplier is obliged pursuant to a statutory provision or a legal ruling to disclose confidential information to third-parties designated by the law or the court with competent jurisdiction, and the supplier is unable to invoke a right to privilege recognised or permitted by statute or by the court with competent jurisdiction, the supplier is not obliged to pay compensation for damages or other compensation and the counterparty is not entitled to dissolve the contract on the ground of any losses thus caused.

Article 17: Intellectual property and copyrights

17.1 Notwithstanding the other provisions of these general terms and conditions, the supplier reserves the rights and powers enjoyed by the supplier under the Netherlands Copyright Act.
17.2 All reports, recommendations, contracts, designs, sketches, drawings, software, etc., issued by the supplier are exclusively designated for the client's use and the client may not, without the prior permission of the supplier, reproduce them, publicise them or communicate them to third-parties unless otherwise determined by the nature of the documents issued.

17.3 The supplier reserves the right to use information received through the implementation of the work for other purposes provided that doing so does not result in confidential information being disclosed to third-parties.

**Article 18. No-takeover of personnel**

18.1 During the term of the contract and for one year following its termination the client will refrain from employing or otherwise making use of the services, directly or indirectly, of employees of the supplier or of companies engaged by the supplier for the implementation of this contract or which are or have been involved in the implementation of the contract other than following proper consultation on that subject with the supplier.

**Article 19: Applicable law and disputes**

19.1 In the absence of mandatory rules of law to the contrary, the court in the supplier's place of establishment has exclusive competent jurisdiction.

19.2 All legal relationships between the supplier and the buyer to which these general conditions apply shall be governed by the laws of the Netherlands. The Vienna Sales Convention is expressly excluded.

**Article 20: Source**

20.1 These conditions have been filed at the office of M.C. TEC B.V. in Giessen, The Netherlands

20.2 The most recently filed version or the version that was applicable at the time at which the contract was formulated shall be applicable at all times.

15th of March 2010

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