

GENERAL CONDITIONS OF SUPPLY STORK THERMEQ B.V.

Article 1 Applicability

- 1.1 These general conditions apply to contracts between client and Stork Thermeq B.V., hereinafter called Stork, including contracts in the negotiation phase, as well as to quotations issued by Stork to client.
- 1.2 Stork expressly accepts no conditions of purchase, quotation or other general conditions of client. Deviations from these General Conditions of Supply made by client, shall only be binding if and insofar as Stork has expressly agreed to these in writing.

Article 2 Quotation

- 2.1 The quotations of Stork are without obligation.
- 2.2 The intellectual property rights of the quotation rest with Stork. Data from the quotation, including the other documents submitted in connection with the quotation, may only be copied, shown to third parties, made known or used after prior written consent of Stork.
- 2.3 Illustrations, catalogues, prospectuses, drawings, size and weight details, capacities, performances and other data, which Stork provides, shall only bind Stork where the contract expressly indicates its obligation thereto.
- 2.4 The installations to be supplied are designed and manufactured on the basis of Dutch standards, regulations and design codes. Unless otherwise indicated in the quotation, revisions to standards, regulations and design codes, which apply in the place where the installation is put into operation, are made by Stork for account and risk of the client, on condition that these standards, regulations and design codes are made known to Stork in good time.

Article 3 Contract

- 3.1 If the contract is entered into in writing Stork shall only be bound, after and insofar as Stork has confirmed the order in writing. The content of the contract shall only be determined by this order confirmation.
- 3.2 Verbal undertakings by and agreements with subordinates of Stork shall not bind Stork except after and insofar as they have been confirmed by Stork in writing.
- 3.3 Regarded as work added and deducted are changes to the scope and/or nature of what has been agreed before and/or during the execution of the contract and whether or not set down in writing.

Article 4 Drawings and descriptions

- 4.1 The drawings and descriptions supplied to the client before or after the establishment of the contract, shall remain Stork's property. They may only be used for the operation of the goods/services supplied and not made known to third parties without the prior written consent of Stork. Stork shall not, unless otherwise expressly agreed, be obliged to provide detail drawings.
- 4.2 Drawings that must be approved by the client in writing during the execution of the contract shall be approved/rejected by the client in writing and giving the reasons within ten working days after dispatch by Stork.
- 4.3 Drawings and descriptions supplied by the client to Stork before or after the establishment of the contract, shall remain the client's property. They may only be used for the execution of the contract. Stork shall not be responsible for information which is provided by the client, such as – but not limited to - site and infrastructure information. The client is liable for all damage that Stork suffers as a result of defects in the information provided by client.
- 4.4 The special know-how, that is developed in the execution of the contract, shall become the exclusive property of Stork as well as the right to patent, unless otherwise provided in the contract.

Article 5 Price

- 5.1 The agreed price is the price or the rate, mentioned in the contract or in the orderconfirmation by Stork.
- 5.2 Prices are exclusive of VAT and based on delivery "ex works" in accordance with the "Incoterms" applicable at the time of establishment of the contract, unless otherwise provided in the contract and/or orderconfirmation.
- 5.3 If no particular price is agreed for work to be carried out and/or goods to be supplied by Stork, the rates of Stork shall apply as in force at the time of the execution of the work or the current price calculated by Stork at the time of the delivery of the goods.
- 5.4 If Stork has to carry out work at a location indicated by the client, the following costs shall be for account of the client, unless otherwise agreed:

- Travel and accommodation costs in the widest sense of the word, including the visas and insurance relating to these travel costs, as well as a suitable hotel facility as close as possible and transport to the place of the work.
- Costs of materials to be used and processed where these do not concern parts for machines and/or installations that have already been ordered separately for account and risk of the client.
- Costs of telephone calls made relating to and on the site of the work as well as costs of faxes, telex messages and postage, where these facilities are not provided free of charge by client.

- 5.5 If work is carried out at a location indicated by the client the client must regularly sign the timesheet filled in by the Stork staff. This timesheet forms the basis for the invoice unless otherwise agreed. The timesheets offered by Stork staff are regarded as accepted and signed if there has been no response by the client within ten days to the presentation of the timesheet or this has not been signed by the client without giving reasons in writing.
- 5.6 In case of delay in the work due to circumstances not attributable to Stork, the costs resulting from this, such as waiting time and additional travel and accommodation costs, shall be for account of the client.
- 5.7 In the case of contracts in foreign currency the agreed price shall be deemed to be the equivalent in Euros based on the exchange rate on the date of the establishment of the contract.
- 5.8 For work added, unless otherwise agreed in writing, the current rates applied by Stork at the time of the execution of the work added or the current prices calculated by Stork shall apply.
- 5.9 Rates shall be revised annually by Stork, the revised rates shall, from the date of revision, apply to all contracts between client and Stork.

Article 6 Payment

- 6.1 All payments must be transferred without any deduction or set-off to an account to be indicated by Stork within thirty days after date of invoice.
- 6.2 All costs, associated with the provision of payment securities, shall be for account of the client.
- 6.3 If payments must be made against presentation of transport documents, such payments may also be made against submission of a storage certificate if transport cannot be carried out due to force majeure. Costs associated with the storage shall in that case be for account of the client.
- 6.4 If the work carried out by Stork at a location indicated by the client extends over a period longer than one month, Stork shall be entitled to submit a monthly invoice for the work carried out in the month in question and other costs to be charged, unless otherwise agreed.
- 6.5 In case of an instalment in arrears, without notice of default being required for this, the client shall from the due date owe interest at a percentage of 3% above the current Dutch statutory interest rate, as well as the judicial and extrajudicial collection costs associated with collection, fixed at a minimum of 15% of the amount in question.
- 6.6 If the client is in arrears with any payment, even if this is as a result of another contract, then all contract and/or purchase sums to be paid by him to Stork shall be payable immediately up to the full amount, notwithstanding the state of the work or the works. Stork also reserves the right in such a case to suspend its obligations or work and/or to demand payment securities, for example in the form of bank guarantees. All damage arising as a result of this suspension shall be for account of the client.
- 6.7 For the other payment conditions what is stated in the contract in this respect shall apply.

Article 7 Facilities provided by the client

- 7.1 If the work commissioned is carried out by Stork at a location indicated by the client, the following facilities shall be supplied by the client in good time, in consultation with Stork and without any costs for Stork being associated with these:
 - a. The buildings in a state ready for installation, the foundations in accordance with Stork's specifications, water, electricity, compressed air piping at the site of the work, and the presence in good condition of the machines and/or installations to be erected.
 - b. All the electrical and plumbing work, lifting and demolition work, excavation work, masonry, carpentry, painting work etc., where not forming an integral part of the machinery supplied by Stork, and all other work not expressly indicated in the confirmation of order from Stork.
 - c. The requisites, raw materials and fuels of a constant quality and quantity, such as

oils and greases, cleaning materials, gas and oxygen, water, electricity and compressed air, heating and lighting, insulation and scaffolding ready for operation, the roads necessary for transport, etc. considered necessary by Stork for the execution of the work, including testing.

- d. A dry and lockable room for storing the machine components, materials, tools etc. in the direct vicinity of the site of the work, as well as the prompt transport of components etc. supplied to this site.
 - e. A suitable room for Stork staff, secured against theft (and heated) with lighting and washing facilities, as well as canteen facilities and first aid and all the necessary measures to protect people and objects on the site of the work.
 - f. The statutory safety measures required where important for the work and the notification of the staff of Stork of these regulations. In case of infringement of these regulations the client shall notify Stork of this infringement immediately.
 - g. A work permit and/or other permits such as any statutory permits required to work overtime, if Stork staff have to work outside the normal working hours applicable for the client's business, as well as for the presence of a representative of the client there.
 - h. Outside the Netherlands, the best care available in the country in case of illness of or an accident happening to the staff of Stork where the costs of this are not covered in some other way.
- 7.2 If for the work to be carried out by Stork, (auxiliary) workers are made available by client this must have been agreed. Should the case arise Stork shall have the right to test the competence of and if necessary to refuse these (auxiliary) workers. Client shall in this case appoint competent replacements. The personnel of client that carries out commissioning and/or testing or that assists Stork in commissioning and/or testing shall be the personnel trained by Stork if and insofar as this training is part of the agreed work of Stork.
- 7.3 Damage and costs in connection with the non- or late fulfilment by the client of the provisions laid down in articles 7.1 and 7.2, as well as delays resulting therefrom, shall be for account of the client.

Article 8 Delivery period

- 8.1 The delivery period shall commence on the day on which, after Stork has sent the confirmation of order, the following conditions have been met: - all formalities which are required for the execution of the contract have been fulfilled, - all data to be provided by the client and all documents required have been supplied to Stork, - the first down payment and if agreed the payment securities for the remaining amounts, have been received by Stork. If a fixed delivery date has been agreed and client does not meet the above conditions in good time, the delivery date shall shift accordingly. If the first down payment has not been received within three months after the date of Stork's confirmation of order, Stork shall have the right to cancel the contract, notwithstanding Stork's right to compensation. If the client does not meet his payment obligations and/or his other obligations promptly, the delivery period shall be suspended accordingly.
- 8.2 The delivery period is based on the working conditions applicable at the time of the signature of the contract and on prompt delivery of the materials ordered for the execution of the contract by Stork. If a delay occurs which is not the fault of Stork as a result of change in the working conditions referred to or because the materials ordered for the execution of the contract have not been delivered promptly, the delivery period shall where necessary be extended.
- 8.3 The goods and/or work are deemed with regard to the delivery period to have been delivered when, if a test/inspection has been agreed, they have been reported ready for this test/inspection to the client in writing. If no inspection/test has been agreed the delivery date in the case of deliveries of goods is deemed to be the date on which the goods have been delivered in accordance with article 9.1 and for the execution of work and/or services the date on which the work and/or services have been reported as ready by Stork to the client.
- 8.4 Notwithstanding what is provided elsewhere in these conditions relating to extension of the delivery period, the delivery period is extended by the period of the delay that arises on the part of Stork as a result of the non-, late or unsatisfactory fulfilment by the client of any obligation arising from the contract or cooperation required of him relating to the execution of the contract.
- 8.5 If client suffers damage as a result of overrunning of the agreed delivery period attributable to Stork, client shall, for full and sole settlement of the damage suffered by client, with effect from one month after overrunning of the delivery period, have the right to payment of 0.5% of the agreed price of the delayed part for each full week of delay after the end of the above-mentioned month with a maximum of 5% of this price, with the exclusion of any other right because of overrunning of the delivery period. This right to payment shall lapse if client has not given notification in writing that he wishes to make use of this right within fifteen weeks after the expiry of the original delivery period.

Article 9 Delivery/Reservation of title

- 9.1 Delivery shall be made 'ex works', unless otherwise agreed. The conditions of this delivery method are determined in accordance with INCO-terms, as applicable at the time of the confirmation of order.
- 9.2 If the delivery has taken place before payment of the whole amount due under the contract, the goods supplied shall remain the property of Stork. If, as an exception to the provision of article 17, Dutch Law is not or only partly applicable to the contract and the law then applicable does not permit this reservation of title, Stork shall enjoy all other rights, that as far as possible give Stork comparable rights to the goods. The client shall always give every cooperation, including unhindered access to the installations supplied, in order to give Stork the opportunity to determine and exercise these rights. The client shall, in any case until full payment of the amounts owing has been made to Stork, keep the goods supplied in a good state of maintenance and also insure them adequately on behalf of Stork. The client shall not be entitled to pledge the goods or to give them to third parties in any way as security until full payment has been made to Stork.
- 9.3 If, after being given notice of default in this respect by Stork, the client omits to pay the full amount owing under the contract, Stork shall be entitled, without judicial intervention, to take back the goods and to cancel the contract notwithstanding Stork's right to compensation.

Article 10 Inspection and testing

- 10.1 If an inspection is agreed expressly and in writing, the client shall be entitled to inspect the goods and/or services to be supplied or to have them inspected by members of staff specially authorised and qualified for this purpose or third parties. The inspection shall be carried out for account of client during the normal working hours and at times agreed beforehand in writing with Stork.
- 10.2 If a test is agreed expressly and in writing, the client shall be entitled for his own account and risk to be present at this. Stork shall be obliged to notify the client in good time when the test will be carried out to give the client the opportunity to be present at this, or to have himself represented by members of staff specially authorised and qualified for this or third parties. In accordance with the instructions of Stork the agreed properties and parameters of what is supplied are tested in the test. If the client or his authorised representative is not present at the test, Stork shall notify him of the test report, of which the client shall not then be able to dispute the accuracy. The client shall make available for testing at the location indicated by the client all the necessary requisites, raw materials and fuels and materials of a constant quality and quantity, at no cost for Stork.
- 10.3 If the test report shows that the agreed properties and parameters have not been achieved, Stork shall have the option within a reasonable period to repair/modify the goods supplied and to have a subsequent test carried out in the way and under the conditions set out in article 10.2.
- 10.4 If the test report of the test indicated by Stork to be the final test shows that the agreed properties and parameters have not been achieved, Stork shall owe the client a fixed compensation in full and final settlement of the damage suffered/still to be suffered by the client, as set out in the contract with the exclusion of any other right for non-achievement of the agreed properties and parameters.

Article 11 Acceptance

- 11.1 Once the goods have been delivered in the agreed way and, insofar as agreed, have been erected and/or commissioned by Stork, or the work and/or services have been notified by Stork to the client as ready in accordance with article 8.3, the client shall be deemed to have accepted the goods, work and/or services, upon which the liability of Stork for any reason whatsoever shall lapse, with the exception of the guarantee obligations set out in article 12. The goods, work and/or services shall also be deemed to have been accepted if the client has not fulfilled his obligations within 3 months after the request of Stork to do so as a result of which delivery or erection and/or commissioning and/or the work and/or services cannot be carried out in accordance with the contract by Stork, or if the goods and/or the machine, installation or components on which work has been carried out, are taken into use by the client for commercial production. In case of deficiencies that do not or that hardly affect the anticipated use, the goods and work shall be deemed to have been accepted in spite of these deficiencies. Stork shall rectify these deficiencies as soon as possible under guarantee in accordance with article 12.
- 11.2 The client shall within three months after the acceptance enable Stork to make those improvements and changes that Stork considers necessary.

Article 12 Guarantee

- 12.1 Guarantee on goods supplied:
- 12.1.1 Taking into account what is stated hereinafter, Stork guarantees to client the soundness of the goods supplied by Stork, all in the sense that all defects in these goods, that the client notifies to Stork in writing within 12 months after

delivery, or if erection and/or commissioning work must be carried out by Stork within 12 months after acceptance as described in article 11.1, and for which the client proves that they have arisen within the same period as a result of faulty construction designed by Stork or as a result of unsound execution by Stork of this construction or of faulty materials supplied by Stork shall be rectified free of charge by Stork, at the choice of Stork by repair, or by replacement of defective parts.

- 12.1.2 If Stork thinks that repair carried out on site is the most suitable rectification method client shall give Stork the opportunity to do this and shall make available to Stork free of charge, promptly and in the right place all the necessary and usual auxiliary staff, auxiliary equipment, requisites and equipment, as indicated in article 7. The costs resulting from the non-, late or unsatisfactory fulfilment of the above shall be for account of the client.
- 12.1.3 If Stork chooses repair of the faulty parts in its workshop or the workshop of third parties then the dismantlement, transport to the relevant workshop and back, and the re-erection shall be carried out for account and risk of the client.
- 12.1.4 If Stork chooses replacement of the faulty parts, then dismantlement, transport of the replacement parts and re-erection shall be carried out for account and risk of the client.
- 12.1.5 Costs for the dismantlement and re-erection of obstacles, necessary for the repair or replacement of the faulty parts, shall always be for account and risk of the client.
- 12.2 Guarantee on work on machines, installations or components:
What is stated in the articles 12.1.1 to 12.1.5 shall apply accordingly on condition that Stork only guarantees the soundness of the work and the guarantee period is six months after notification to the client that the work is ready. Stork's guarantee obligations are limited to rectification of defects in the work carried out to a maximum of the contract value of that work. However for orders exceeding an amount of €50,000 a maximum of €50,000 applies.
- 12.3 Guarantee on designs, advice, instructions, inspections and other professional services supplied:
The provisions of articles 12.1.1 to 12.1.5 shall apply accordingly on condition that the guarantee obligation of Stork is limited to rectification of defects in the service supplied by redelivery of the service.
- 12.4 Guarantee on pilot installation, prototypes, studies and research:
Stork guarantees only that it shall use its best endeavours to carry out the contract. Only where the client has demonstrated that Stork has not used its best endeavours shall for the delivery of pilot installations and prototypes the provisions of the articles 12.1.1 to 12.1.5 and for carrying out studies and research the provisions of article 12.3.1 apply.
- 12.5 Delays in the execution of the contract, that are not attributable to Stork, shall not suspend the guarantee periods mentioned.
- 12.6 The guarantee provisions shall only apply if:
- the payment obligations have been fulfilled;
 - the operating and maintenance instructions have been followed;
 - the client or a third party has not erected and/or repaired and/or commissioned the goods supplied without the written consent of Stork;
 - guarantee claims have been notified to Stork in writing without delay after occurrence of a fault and at the latest two weeks after the end of the guarantee period.
- 12.7 Excluded from guarantee are defects:
- that are the result of normal wear and tear;
 - are the result of unauthorised use, intent, fault or negligence on the part of the client and/or third parties;
 - in or as a result of materials, procedure, instruction etc. to be used specified by the client or agreed with the client;
 - in materials or things that were provided by the client to Stork for processing;
 - as a result of the application of any government regulation.
- 12.8 On parts obtained from third parties Stork shall not give more guarantee than is given to Stork by the suppliers in question.

Article 13 Liability

- 13.1 The total liability of Stork both contractually and by law, is limited to 50% of the contract price for the contract in question. This restriction of liability shall not apply in case of damage caused intentionally or due to the gross negligence of Stork.
- 13.2 Stork shall not be liable for damage to existing property of the client.

- 13.3 Notwithstanding what is otherwise provided in these conditions relating to the liability of Stork, Stork accepts no liability for - indirect and/or consequential damage such as, but not limited to, trading loss, loss of goodwill, loss of profits, diminution in value of or damage to assets and - damage in respect of third parties, as a result of the non-, incorrect or late delivery and/or functioning of the performance.
- 13.4 Stork accepts no liability for damage as a result of faults or defects in any sense whatsoever if Stork has not stipulated any consideration for its work, or any sort of damage or physical injury has arisen due to the act or omission of the client, his personnel or third parties brought in by client in contravention of Stork's operating, maintenance and other regulations and/or if the goods have in any way been modified without the express consent of Stork.
- 13.5 If the contract, whether or not in part, is cancelled, as a result of a culpable fault of Stork and the client suffers demonstrable damage thereby, the liability of Stork is limited to the costs incurred by the client for the replacement performance, after verification of these costs and only if and insofar as these costs amount to more than the agreed price for the part of the contract not fulfilled or cancelled.
- 13.6 The client shall indemnify Stork for claims, including those of third parties, that exceed the liability limit set out in this article.

Article 14 Suspension and cancellation or nullity of the contract

- 14.1 In case of hindrance to the execution of the contract as a result of force majeure or where execution of the contract as a result of circumstances for which Stork is not to blame cannot reasonably be demanded of Stork, Stork shall be entitled without judicial intervention either to suspend the execution of the contract for a maximum of six months, or to cancel the contract in full or in part, without him being obliged to pay any compensation. During the suspension Stork shall be authorised and at the end of this shall be obliged to choose between execution or full or partial cancellation of the contract.
- 14.2 Both in case of suspension and cancellation by virtue of art. 14.1 Stork shall immediately be entitled to demand payment for what has been ordered by him in execution of the contract, the raw materials, materials, parts and other goods processed and manufactured by him and the direct and indirect hours spent by Stork for the execution of the contract, for the value that may reasonably be attributed thereto. In case of cancellation by virtue of art.14.1 the client shall be obliged after payment of the amount owing by virtue of the previous sentence to take the goods included therein, in the absence of which Stork shall be authorised to have these goods stored for account and risk of the client or to sell them for its account.
- 14.3 If the client does not, does not properly or does not promptly fulfil any obligation arising for him from the contract signed with Stork or from a contract relating thereto, or if there is good reason to fear that the client is or will not be given the opportunity to fulfil his contractual obligations towards Stork, as well as in case of bankruptcy, suspension of payment, closure, liquidation or partial transfer – whether or not as security – of the business of the client, including the transfer of an important part of his receivables, Stork shall be entitled without giving notice of default and without judicial intervention either to suspend the execution of each of these contracts for a maximum of six months, or to cancel this in full or in part, without him being obliged to any compensation or guarantee and notwithstanding the further rights falling to him. During the suspension Stork shall be authorised and at the end therefore it shall be obliged to choose between execution or full or partial cancellation of the suspended contract(s).
- 14.4 In case of suspension by virtue of art. 14.3 the agreed price shall be immediately payable, after deducting the instalments already paid and the costs saved for Stork as a result of the suspension and Stork shall be authorised to have what has been ordered for the execution of the contract, the raw materials, materials, parts and other goods processed and manufactured stored for account and risk of the client. In case of cancellation by virtue of art. 14.3 the agreed price – if no prior suspension has taken place – shall be immediately payable, after deduction of the instalments already paid and of the costs saved by Stork as a result of the cancellation, and the client shall be obliged to pay the amount described above and to take the goods included therein, in the absence of which Stork shall be authorised to have these goods stored for account and risk of the client or to sell them for its account.
- 14.5 The client shall not be entitled to demand cancellation of the contract with retroactive effect.
- 14.6 After any cancellation or in case of nullity of the contract, due to any cause whatsoever, these General Conditions shall remain in force where they have any independent significance and/or where they are insisted upon to deal with the consequences of the cancellation or nullity, such as for example in particular (but not limited to) the provisions relating to the delivery, the penalty clauses, the liability, the judicial competence and the applicable law.

Article 15 Parts

- 15.1 These conditions also apply for the delivery of parts where no express exception is made thereto below.
- 15.2 Stork undertakes with respect to its clients to sell and deliver parts of new machines and/or installations supplied by Stork, for a period of six years after the originally agreed delivery date.
- 15.3 Stork shall be authorised instead of the parts ordered from Stork to deliver other parts provided that these parts are at least equivalent to the parts originally ordered.
- 15.4 The erection of the parts is not included in the price.
- 15.5 The guarantee on parts is three months after date of dispatch ex works.

Article 16 Software

- 16.1 Client shall not make any modifications to the software supplied by Stork or any part thereof, nor reproduce or duplicate this, without the prior written consent of Stork, except that the client may make a copy exclusively for back-up purposes.
- 16.2 Delivery of software by electronic means shall always be followed by the delivery of a hardcopy. Stork shall only give a guarantee on the software supplied by hardcopy and shall not be liable for modifications that the client, his personnel or third parties make to the software delivered by electronic means.

Article 17 Applicable law and disputes

- 17.1 All disputes shall only be settled by the District Court of Rotterdam.
- 17.2 Dutch Law shall apply to these conditions with the exclusion of the provisions of the Treaty of Vienna of 11 April 1980, Treaty Series 1981,84 and 1986,61.