

GENERAL TERMS AND CONDITIONS OF THE PRIVATE COMPANY WITH LIMITED LIABILITY BENFRIED INTERNATIONAL B.V., ESTABLISHED AND HAVING ITS OFFICE AT DEN HOORN (MUNICIPALITY SCHIPLUIDEN) RELATIVE TO PURCHASE AGREEMENTS AND SALES CONTRACTS, CONTRACTS FOR UNDERTAKING WORK AND MIXED CONTRACTS.

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GENERAL

Article 1.

1. Unless expressly and unambiguously otherwise agreed, the present terms and conditions shall be applicable to all offers, enquiries, notices and contracts of undertaking work of Benfried International B.V., among which the execution and the completion, to all contracts pursuant to which Benfried International B.V. shall act as party rendering services together with all purchase agreements and contracts of sale concluded with Benfried International B.V. relative to goods and installations together with all mixed contracts. In the event of a mixed contract for work being concluded, the provisions effective in respect of contracts for work shall be applicable as far as the application of the articles 8, 12, 15 and 19 18 is concerned.

2. Conditions to the contrary shall only be agreed on by the board of directors of Benfried International B.V. explicitly, unambiguously and incidentally.

3. In case of a conflict between the present General Terms and corresponding conditions, among which terms of sale of the buyer and general terms of the principal, the General Terms and Conditions of Benfried International B.V. shall be operative with the exclusion of others.

OFFER

Article 2.

1. The offers made in whatever form and the information to be found in publications for Benfried International B.V. shall be without engagement in every respect. Information in printed matter supplied on the part of Benfried International B.V. shall be subject to amendments without previous notice.

2. The offer shall be based on the drawings and further details supplied by the buyer respectively the principal.

PRICES

Article 3.

1. Save as otherwise agreed the prices stated in the offer made by Benfried International B.V. shall be exclusive of VAT, exclusive of packing costs, and costs of freight and delivery (without prejudice, however, to the provisions laid down in Clause 7) and in Euro.

2. The agreed prices shall be based on the monetary relations between domestic and foreign currencies, labour costs, prices applied by suppliers, costs of materials, importation dues, taxes and other levies and dues and the like, current at the time of the conclusion of the Agreement. In the event that one of these factors determining the cost price is increased after the confirmation of the order but before the delivery of the goods, Benfried International B.V. shall have the right reasonably to charge the said increase through to the Principal/Buyer. Benfried International B.V. shall provide the Principal/Buyer as soon as possible with a specified overview of these increases of the prices. Payment of any additional amounts to the price agreed under the provisions of the present Clause shall be made together with the payment of the principal sum, or of the final instalment thereof, respectively.

3. The prices stated in the offer shall not include, unless explicit confirmation to the contrary:

a. Earth work, piling, cutting, structural alterations, foundation work, brickwork, plastering, painting, papering, repairs or other constructional work, of whatever nature, no more the cost of connections

with the main pipes of the sewerage system, of gas or water or the electricity wiring system.

b. The additional aid in behalf of dragging away such components which cannot be taken care of by Benfried International B.V. together with the hoists or lifting gear to be used in behalf thereof.

4. If a supply and/or assembly should deviate from the original order and/or order for work at the request of the buyer/principal with the approval of Benfried International B.V. or as necessary consequence of the circumstances, the deviation shall be charged to buyer respectively principal at the prices ruling at the time of the supply and/or assembly.

EFFECTING AND CONTENTS OF A CONTRACT

Article 4.

1. A contract shall not be effected until after express and unambiguous confirmation from the board of directors of Benfried International B.V. and/or its managing clerks with relevant power. Any subsequent supplementary agreements of alterations instituted shall only be valid if the board of directors of Benfried International B.V. has confirmed same expressly and unambiguously and the buyer/principal should not have opposed in writing within three days.

2. As date of the effecting of the contract shall apply the day of sending the confirmation.

3. Agreements with or communications from subordinate employees of Benfried International B.V. shall not be binding on Benfried International B.V. in so far as not confirmed by the latter expressly and unambiguously. Subordinates to be considered in this connection are all employees and fellow-workers having no power of procurement.

4. The principal/buyer shall be committed to its order and shall be bound to indemnify in case of change and/or cancellation of the order the consequent damages for Benfried International B.V. - expenses already made, loss of profit, loss of interest, etc. - regardless of the reason - non-imputable failure in the performance of an obligation as referred to in Section 75 of Book 6 of The Netherlands Civil Code - before the change and/or cancellation and regardless of the relevant acceptance by Benfried International B.V. If an order should be made dependent on a financing to be obtained and such financing could not be obtained, Benfried International B.V. shall likewise be entitled to compensation for loss of profit if it turns out that the buyer respectively the principal would provide with the order to a third party within six months after the term stipulated for obtaining the financing. The loss of profit referred to above shall be deemed to amount to ten percent of the purchase amount, respectively contract sum, without prejudice to Benfried International B.V.'s right to prove and claim a higher percentage.

DRAWINGS, CALCULATIONS, DESIGNS, ETC.

Article 5.

1. Benfried International B.V. expressly reserves all rights in respect of drawings, calculations, models, designs, etc., supplied by Benfried International B.V. They shall remain Benfried International B.V.'s property even though relevant expenses should have been charged. They shall only be binding on Benfried International B.V. if included in the contract expressly and unambiguously respectively if referred thereto in the contract expressly and specifically.

2. The documents hereinafter stated shall neither be copied nor handed to third parties, given for inspection or published without the express and unambiguous approval of Benfried International B.V. All documents should be returned on first demand. In case of default, the party in default shall forfeit a penalty of € 45,38 a day due and payable without notice of default or judicial intervention being required.

TERM OF DELIVERY

Article 6.

1. Periods of delivery are given only in approximation, save as expressly and unambiguously otherwise agreed. Benfried International B.V. shall to the best of its capacities comply with the periods of delivery, but stated periods of delivery shall not be considered to be of the essence to the contract.

5. When the goods have not been taken up by the principal/buyer after expiry of the term of delivery, Benfried International B.V. reserves the right either to cancel the Agreement, or to store the goods at the risk and expense of the Principal/Buyer.

COMPLETION: TRANSFER OF RISK IN CASE OF A CONTRACT FOR WORK

Article 8.

1. In case of a contract for work the principal undertakes to take care that the works to be carried out by Benfried International B.V. be performed at the times desired and/or stipulated by Benfried International B.V. Principal undertakes to take care that all auxiliary machinery required be at Benfried International B.V.'s disposal and besides that all materials etc. supplied by Benfried International B.V. can be stored at such places and in such a way that such materials cannot be damaged. Any damages arising from defective storage shall be for account of the principal.

2. In case of a contract for work acceptance shall be realized within a fortnight after the day when the work has been completed as evidenced by a notice from Benfried International B.V. to principal. The day and time of acceptance shall be fixed by Benfried International B.V. in consultation with principal. The principal can be accompanied at the time of acceptance by an expert. Completion shall be deemed to be realized if the installation/equipment respectively the work has been delivered completely in every respect and ready for operation, and it has been proved after testing on the occasion of the acceptance that the installation satisfies the requirements to be made and has been approved by principal at the time of such acceptance and proved. Minor defects shall be no ground for withholding approval on the part of principal. Benfried International B.V. shall be bound to repair such defects as soon as possible. Principal shall be bound to give Benfried International B.V. the relevant opportunity to do so.

3. In case the principal should establish defects at the work at the time of acceptance provided in (2) of this article principal shall be bound to enable Benfried International B.V. to repair the defects established at a reasonable time to be fixed by common agreement. After repairs there shall be another inspection in behalf of acceptance. On re-inspection defects different from those found during the first inspection in behalf of acceptance shall be no ground for withholding approval again. The work shall be deemed completed by Benfried International B.V. immediately after re-inspection in behalf of acceptance and approval of same by principal.

4. Regardless of the provisions in (1) up to and including (3) of this article, completion shall be deemed to be realized if the work carried out by Benfried International B.V. has been actually put at principal's disposal and same has been taken into use by principal.

5. In case of a contract for work the materials shall be at principal's risk as soon as same have been supplied on the plot to be built on. Principal shall be liable for any damage being caused, after the supply of the materials to such materials (such as damage through fire and water, pilferage or embezzlement). Principal should properly insure itself against the risk hereinafter stated. During assembly and other execution the risk of the property assembled shall likewise be for account of the principal. Principal shall be bound to take out the necessary insurance in behalf of the property assembled immediately after assembly having started.

6. The Principal shall at the first request of Benfried International B.V. provide Benfried International B.V. with a copy of both the insurance policy and a copy of a written instrument proving that the premiums have been paid.

7. Assembling, regardless of the fact whether same be effected under the supervision of and according to instructions from Benfried International B.V., shall be included in the price, unless the contrary should be proved, and same shall be realized from the commencement of the assembling till completion at Benfried International B.V.'s risk.

A failure of Benfried International B.V. to make delivery within the period of delivery specified shall not entitle the Principal/Buyer to cancel the agreement nor shall it give him any right to damages on Benfried International B.V., unless Benfried International B.V., even after the Principal/Buyer has given it an official notification of default, fails to proceed with delivery within a reasonable period stated by the Principal/Buyer.

2. Damages (if any) shall in no event amount to more than the invoice value of the goods ordered and delivered too late.

3. A contractual penalty possibly stipulated expressly in case of the term of delivery being exceeded shall not be due if exceeding the term of delivery should be caused non-imputable failure in the performance of an obligation as referred to in Section 75 of Book 6 of The Netherlands Civil Code.

4. Without prejudice to the provision hereunder relative non-imputable failure in the performance of an obligation as referred to in Section 75 of Book 6 of The Netherlands Civil Code shall apply that the term of delivery be renewed by just as many working days as owing to unfavourable weather conditions (among which for example rain, hail, windspout, frost, snow, glazed frost, mist or storm) the installation/ assembling shifts of Benfried International B.V. have not been able to work days either with other principals/buyers in the period between entering into the contract and the delivery date, and as result thereof the working scheme of Benfried International B.V. has been disturbed. The term of delivery has been determined in the expectation that work can proceed as that the time of the offer/tender and that the materials required shall be delivered in time by third parties.

5. Without prejudice to the provision in (1) of this article - a term of delivery shall not commence until after expressly and unambiguously acceptance of Benfried International B.V. of the specified order, after all written data necessary in behalf of execution being in Benfried International B.V.'s possession and the room in which the property bought is to be placed respectively fitted has been put at Benfried International B.V.'s disposal clean and vacated.

6. The goods shall be considered delivered in respect of the delivery when same or the major components thereof are ready for testing in the works c.q. storage room of Benfried International B.V. or if same should not be tested in the works, when same are ready for inspection c.q. dispatch the foregoing after the buyer c.q. the principal being notified thereof in writing.

TRANSFER OF RISK IN CASE OF A PURCHASE AGREEMENT

Article 7.

1. In the case of a purchase and delivery agreement, delivery shall be made ex works (EXW) at the premises of Benfried International B.V., unless expressly and unambiguously otherwise agreed. All terms and conditions of delivery shall be conform to ICC Incoterms 1990.

2. In case of a purchase agreement/a contract to supply Benfried International B.V. shall be free if one part of the order is ready, to supply the relevant part or to wait till the whole order is ready, in Benfried International B.V.'s option. If not expressly agreed upon that supply should be effected from stock Benfried International B.V. shall have the right to supply from stock of third parties.

3. If Benfried International B.V. has undertaken to assemble the goods, the goods shall be considered delivered in respect of the term of delivery when same or the major components thereof - all this in Benfried International B.V.'s discretion in fairness - have been erected ready for operation with buyers.

4. Every contract shall be entered into by Benfried International B.V. on the condition that the principal c.q. buyer prove should to be in sufficiently good credit. Benfried International B.V. shall be entitled to request the principal c.q. buyer to give sufficient security in Benfried International B.V.'s discretion and Benfried International B.V. shall also be entitled to suspend the execution of the contract till its request has been complied with.

TRANSPORT

Article 9.

1. All goods shall be transported by Benfried International B.V.'s own means of conveyance or by carriers to be designated by Benfried International B.V., 'unless expressly agreed to the contrary. The price shall never include the charges of the transport hereinafter stated, unless otherwise agreed. Any further transport shall be carried out, unless expressly agreed to the contrary, on account of the buyer respectively principal.

CARRYING OUT OF THE WORK

Article 10.

1. On carrying out of the work such deviations shall be permitted as Benfried International B.V. shall deem necessary, useful or desired. Weights and measures shall be stated approximately by Benfried International B.V. Any action in respect of difference in weights or measure shall be excluded.

2. Benfried International B.V. shall only assume liability and shall only bear responsibility for designs made by Benfried International B.V. itself, so that at no time Benfried International B.V. shall be liable for defects at the objects carried out according to designs of principal or third parties nor if it should turn out that the data supplied by principal/buyer have not been complete, correct or have been incomplete. Moreover no liability shall be assumed for the quality of the materials used by Benfried International B.V. as desired by or in accordance with instructions from the principal/buyer nor for the possibility of applying such materials. Any damages resulting from all this should be borne by principal/buyer, among which the relevant damages on the part of Benfried International B.V.

3. The principal undertakes to take care that Benfried International B.V. be able to carry out the work to be executed by Benfried International B.V. at the times stated by Benfried International B.V. Article 8 shall be applicable accordingly here.

4. Unless agreed upon to the contrary the normal trade of the materials required shall be worked up. All materials or remains thereof left after construction shall be Benfried International B.V.'s property and Benfried International B.V. shall be allowed to remove same again from the building site.

OWNERSHIP RETENTION

Article 11.

1. Benfried International B.V. expressly retains the ownership of all delivered goods and materials until the Principal/Buyer has performed all of his obligations arising from the Agreements entered into with Benfried International B.V.

2. The Principal/Buyer does not have the right to transfer the said goods and materials, whether or not processed or manufactured, and whether or not by way of security, until the ownership thereof shall have passed to him. Nevertheless the Principal/Buyer shall be entitled to dispose of the goods and materials for the purposes of delivering them through in the normal conduct of his business. In case of any untimely payment Benfried International B.V. shall be entitled without authorization and at the expense of the Principal/Buyer to take back the goods that are his property, irrespective of where the said goods are located. The Principal/Buyer shall at all times provide his cooperation in order to enable Benfried International B.V. to effectuate its proprietary rights.

3. The Principal/Buyer obliges himself at the first request to that effect to establish a right of pledge as referred to in Section 239 of Book 3 of The Netherlands Civil Code, if possible by means of a reservation made at the transfer of ownership of the delivered goods and materials, and with respect to all current and future claims of Benfried International B.V. on the Principal/Buyer, including all collection and interests. The Principal/Buyer shall refrain from establishing a so-called *vuistpandrecht* (a right of pledge on goods that are brought out of the control of the debtor) or a right of pledge as referred to in Section 239 of Book 3 of The Netherlands Civil Code on behalf of third parties.

PAYMENT

Article 12.

1. In case of a purchase agreement payment should always be made without reduction or set-off within four weeks after invoice date at the office of Benfried International B.V. or into an account to be designated by Benfried International B.V. reserves the right to supply to specific buyers only subject to a shorter term of payment. Benfried International B.V. shall be entitled, if it should deem necessary, to require the buyer to give an additional security in behalf of the payment of the price agreed upon.

2. In the case of a contract for work the principal should proceed always within eight days after the date of a relative written request for payment (invoice) made by or on behalf of Benfried International B.V. to make such payment without any reduction or set-off. Unless agreed to the contrary by parties the contract price shall comprise the following payment instalments:

- 10% on entering into the contract
- 50% on commencement of the assembly
- 40% on completion or in case the installation has been taken into

use by principal earlier already on the date of such taking into use.

3. If payment has not been effected at the times agreed upon the principal/buyer shall at all events be due an allowance on account of loss of interest to the amount of four percent in excess of the discount rate for promissory notes on the amount not paid from the due date onwards plus any surcharge rates per annum, with a minimum percentage of interest of 10% per annum, to be calculated per day, computed on the overall amount of the invoice not yet settled, which allowance shall be due without any notice of default, without prejudice to the rights to institute other proceedings Benfried International B.V. shall be allowed to pursuant to the law and without prejudice to the provisions in the articles 11, 16, 18, 19 and 20.

CANCELLATION

Article 13.

1. In cases where:

- a. the buyer/principal is adjudicated bankrupt respectively files a petition for an official moratorium;
- b. buyer's/principal's property is attached in whole or in part;
- c. the buyer/principal deceases or is placed under guardianship;
- d. the buyer/principal does not fulfil any obligation

buyer/principal is under pursuant to the law or hereunder;

- e. the buyer/principal fails to pay an invoice amount or part thereof within the relevant term stipulated;
- f. the buyer/principal proceeds to discontinuation, liquidation or transfer of its business, a major part thereof respectively proceeds to alter the objective of its business,

Benfried International B.V. shall have the right through the mere occurrence of one of the circumstances hereinafter stated to consider the purchase of the contract for work cancelled without summons or any notice of default and without any judicial intervention being required. In such a case Benfried International B.V. shall have the right without any notice of default or summons and without judicial intervention to suspend the execution of the contract, to require security in behalf of the payment, to remove materials and tools supplied to the work or to consider the contract cancelled in whole or in part in Benfried International B.V.'s option, without Benfried International B.V. being bound to pay any indemnification or being under any other obligation.

2. If Benfried International B.V. should suspend the execution of the contract and should complete the work as yet on a later date, principal/buyer shall be bound to indemnify Benfried International B.V. for the consequent damages suffered by Benfried International B.V.

h. goods sent at the commencement of and during assembly be available at the right places.

3. When Benfried International B.V. considers the contract cancelled, principal/buyer shall be bound to pay the full contract price/purchase amount to Benfried International B.V. under deduction of the cost price of the materials not used by Benfried International B.V. as a result of the contract not being executed or not being executed completely, and of wages not paid, all this as calculated by Benfried International B.V. which calculation shall be binding on principal/buyer. In case Benfried International B.V. considers the contract cancelled, if principal/buyer after having given an order to Benfried International B.V. subsequently orders the work to be carried out by another principal c.q. buys the property bought from another seller, the damages to which Benfried International B.V. shall be entitled in respect of this default committed by principal/buyer shall be fixed at twenty percent of the contract price regardless of the right to claim full indemnification if the latter should be higher.

4. Principal/buyer expressly renounces the rights granted in Section 265 of Book 6 and Section 296 of Book 3 of The Netherlands Civil Code.

COSTS

Article 14.

1. Any costs both judicial and extrajudicial ones, which Benfried International B.V. should necessarily incur to force buyer/principal to live up to the present terms and conditions shall be for account of principal/buyer in whose respect such costs will be incurred. Among extrajudicial collecting charges shall be understood all costs of summoning and giving notice of default, together with advances and the fee of the one assigned by Benfried International B.V. to see to the fulfilment of these terms and conditions together with the conditions embodied in the confirmation of order, and the V.A.T. possibly due on these costs. The extrajudicial costs shall be at least 15% of the relevant amount receivable by Benfried International B.V. from buyer/principal, with a minimum of € 113,45.

ASSEMBLY

Article 15.

1. All equipment and/or facilities necessary for the assembly of the property to be installed and/or the proper operation of the property when assembled shall be on account and at the risk of the principal/buyer and Benfried International B.V. shall have no relevant liability except in cases where the execution of the equipping referred to above and/or facilities is carried out c.q. provided by or on behalf of Benfried International B.V. according to data and/or drawings supplied respectively made by or on behalf of Benfried International B.V. Apart from the last-mentioned exception buyer/principal shall be fully liable towards Benfried International B.V. for the proper and timely execution c.q. providing of the equipment and/or facilities hereinafter stated.

2. The principal/buyer shall take care on its own account and at its own risk that:

- a. the employees of Benfried International B.V., as soon as they have arrived at the place of destination, be able to perform their activities and moreover be given the opportunity at any time of performing their activities during normal working hours and besides outside normal working hours if Benfried International B.V. should deem necessary to put the time of commencement and/or the end of the activities outside the normal working hours and Benfried International B.V. has given the relevant notice to the buyer/principal in due time.
- b. suitable accommodation and/or facilities required by the Factories Act be available for Benfried International B.V.'s employees.
- c. the approach roads to the place of assembly be suitable for transport.
- d. the building site designated be suitable for storage and assembly.
- e. the necessary storage places for materials, tools and other goods be available, capable of being locked.
- f. the necessary and customary auxiliary workmen, auxiliary machinery, auxiliary materials and industrial materials (fuels, oils and greases, polishing and other petty material), gas, water, electricity, heating, lighting, etc. included, be available in due time and free of charge at the right places.
- g. all necessary safety measures and other precautionary measures be taken and maintained.

3. In case of loss of time caused by delay on account of not complying with one or more conditions stated in the first and second sub-clause of this article such a renewal of the term of delivery shall be permitted as shall be reasonable considering the circumstances.

4. If a test before acceptance is carried out the principal/buyer shall enable Benfried International B.V. after installation ready for operation on the spot to make such a pre-test and to institute such improvements and alterations as Benfried International B.V. shall deem necessary on the condition that the business of buyer/principal should not be disturbed, unless same should be necessary in behalf of the performance of the activities deemed expedient by Benfried International B.V. The test before acceptance shall be carried out within the shortest possible time after termination of the pre-tests.

5. The principal shall make available all auxiliary workmen, auxiliary machinery, auxiliary materials and industrial materials (fuels, oils and greases, polishing and other petty material), gas, water, electricity, heating, lighting, etc. included) necessary for the test before acceptance and for any pre-tests and customary for same (to Benfried International B.V.) in due time, and free of charge at the right places.

6. Costs arising owing to the fact that the terms and conditions stated in this article have not been complied with or have not been complied with in due time shall be for account of the buyer/principal.

FORCE MAJEURE

Article 16.

1. A partial or complete failure to perform shall not be considered to be a non-imputable failure in the performance as referred to in Section 75 of Book 6 of The Netherlands Civil Code if the said failure is the result of circumstances that are beyond the control of Benfried International B.V., irrespective of the fact whether or not these circumstances were foreseeable, such as, but not limited to, war or similar situations, riots, labour strikes, exclusion of workers, difficulties in transportation, fires and/or disturbances in the business of Benfried International B.V. or in the business of one or more of its suppliers or entrepreneurs, delayed delivery of timely ordered materials, raw or auxiliary materials or parts, natural disasters, adverse weather conditions, lightning or governmental measures.

2. If the events described in the previous paragraph occur, Benfried International B.V. shall be entitled to suspend the performance of the Agreement or to deem the Agreement wholly or partially cancelled, without Benfried International B.V. being held to pay any compensation and without interference of the court, and all this without prejudice to the obligation of the Principal/Buyer to pay the goods already built/delivered and the expenses already made.

ADDITIONAL WORK AND WORK NOT CARRIED OUT / casu quo delivery

Article 17.

1. The contract shall include the power to charge additional work separately.

2. The settlements of additional work or work not carried out shall be made as soon as possible after same is known. Benfried International B.V. can send an invoice to principal as soon as the magnitude of the amount due for additional work is known. The provision in article 12 shall be applicable accordingly.

3. When after the contract being entered into the magnitude of the installation or the assembly of the property supplied becomes more or less as compared with the magnitude originally agreed upon in consultation with the principal/buyer, Benfried International B.V. shall be entitled to charge the actual additional price arisen as a result thereof to the principal/buyer or to deduct the actually saved costs as a result thereof from the amount/purchase due, so that Benfried International B.V. shall not be bound to decrease the original contract price/purchase by an amount being in proportion to the increased or decreased magnitude of the original object.

4. Any alterations in the work either on account of a special order of the principal/buyer or provisions found necessary to prevent unforeseen difficulties or to solve problems that have arisen shall be considered additional work when there are consequent additional costs, and shall be considered work not carried out in the sense of this article in so far as fewer costs would be the result thereof.

5. The regulation in article 7A, section 1646 of the Civil Code shall not be applicable to the contract between principal and Benfried International B.V.

6. In the case of specially manufactured items we reserve the right to deliver 10% more or less than the quantities ordered. Orders for items announced per packing unit are delivered in this unit or multiples thereof

LIABILITY

Article 18.

1. In the event that Benfried International B.V. should imputable fail to perform its obligations such damages should be paid by Benfried International B.V. as are to be considered an immediate and direct consequence of the default and same shall never include damage caused to movable property of principal/buyer nor damages arisen on account of cultivation not proceeded to in time of the soil on which has been built respectively the installation has been assembled or other soil being used by principal/buyer. Damage caused to crops together with damage caused by deterioration in structure of the soil shall at no time be considered damages for which Benfried International B.V. can be made liable, nor damages on account of personal accidents.

2. Benfried International B.V. shall at no time be bound to pay indemnification for damages sustained direct or indirect caused by defects at the installation or property supplied or the use of same.

3. Moreover Benfried International B.V. shall not be liable for the damages during assembly or the property supplied and/or installations supplied caused by faults or negligence of third parties or of its own employees.

4. The buyer/principal undertakes to indemnify Benfried International B.V. against any claim of third parties for damages towards Benfried International B.V. relative to the supply, on whatever account, and shall be liable for any costs resulting therefrom.

5. Benfried International B.V. shall under no circumstance, on whatever account, be liable to pay damages exceeding the amount of the purchase amount contract price of the installations or property supplied.

6. Moreover, Benfried International B.V. shall not be liable for the damages emanating from circumstances unforeseen for Benfried International B.V. In case of sale of finished products and goods bought and not processed by Benfried International B.V. the goods shall be considered to be sold in the state in which they find themselves. Benfried International B.V. shall not assume any relevant liability, unless expressly and unambiguously agreed upon in writing to the contrary.

7. Benfried International B.V. shall not be liable for costs, damages and interests that should arise as a direct or indirect consequence of infringement of patent rights, licences or other rights of third parties as a consequence of the use of data supplied by or on behalf of the principal.

8. In case Benfried International B.V. should render services such as giving advice, the following shall apply in respect of liability. When advice is given by or on behalf of Benfried International B.V. no relevant liability can be assumed. Principal shall indemnify Benfried International B.V. against all claims which third parties should lodge against Benfried International B.V. in connection with the advice hereinafore stated.

GUARANTEES

Article 19.

1. Guarantees relative to the coming up to specific requirements shall only be binding when confirmed by Benfried International B.V. beforehand in writing. The possibilities for use shall not be guaranteed by Benfried International B.V.

2. Benfried International B.V. shall guarantee the goods supplied during the term of 6 months after delivery, i.e. that Benfried International B.V. shall repair free of charge all parts showing any impeding defect during the term referred to above on account of defective material or defective constructions, respectively shall have same replaced by other parts, in Benfried International B.V.'s option, provided such defect be brought before its notice immediately after being found and on any event within eight days in so far as Benfried International B.V. should wish so, the relevant part be forwarded forthwith carriage paid.

3. The parts fitted in replacement of defective material/constructions shall be guaranteed by Benfried International B.V. during 6 months after the parts being put into operation, unless stated otherwise.

4. Benfried International B.V. shall at no time be bound to pay indemnification for damages, wages etc. in the relevant case.

5. Every obligation to indemnify, every liability and any other obligation of Benfried International B.V. towards buyer shall cease through the expiry of the term of guarantee.

6. Should the buyer/principal carry out during the term of guarantee any repairs or alterations without previous consent of Benfried International B.V. or have same carried out by third parties or should the buyer/principal fail to meet its obligations to pay, the guarantee obligation of Benfried International B.V. shall cease forthwith.

7. Benfried International B.V. shall not give any subsequent guarantee and shall not assume any other liability beyond the guarantee resp. liability given c.q. assumed by the manufacturer towards Benfried International B.V.

8. Goods in respect whereof the guarantee hereinafore stated is relied on shall only be returned by the buyer subject to previous consent of Benfried International B.V. Goods which are returned but which are not found to be defective shall be returned to the buyer/principal at the latter's expense, the buyer/principal also having to pay the expenses incurred by Benfried International B.V. relative to investigations made in respect of the claim.

9. In respect of the measurements and weights of all materials Benfried International B.V. shall reserve at any time the usual tolerances as customary with the manufactures in charge of the manufacture.

DELIVERY/COMPLETION

Article 20.

1. In case of a purchase and contract to supply any claims should be intimated in writing not later than within eight days after inspection or, if inspection has not been carried out, within eight days after completion/delivery. Sending in a claim shall not discharge the buyer from its obligations towards Benfried International B.V.

APPLICABLE LAW AND DISPUTES

Article 21.

1. Any disputes arising with reference to the contracts concluded with Benfried International B.V. to which these terms and conditions are applicable respectively to any subsequent contracts being the result thereof shall be adjudicated upon by the competent judge in The Hague with the exclusion of others, unless Benfried International B.V. should adnate another judge.

2. The Dutch law shall be applicable to the contracts concluded with Benfried International B.V. in due observance of these terms and conditions under the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods (C.I.S.G.) of 1980.

3. These terms and conditions have been drafted both in the Dutch and in the English, French and German languages and filed in the registry of the Chamber of Commerce of Delft. In the event of any discrepancy between the Dutch text on the one hand and the English, French or German text on the other hand, the Dutch text shall be binding.

4. If any provision of the General Conditions proves to be void, Benfried International B.V. shall have the right to modify the said provision to the extent that it becomes valid, whereas the other provisions of these General Conditions shall remain in full force and effect.

5. Filed in the registry of the Chamber of Commerce of Delft.