
General terms and conditions with regard to the sale and delivery of products and related services

1. General

1. These General Conditions of Sale and Delivery apply to all offers, orders, contracts of sale, contracts for services and other agreements relating to deliveries of products and/or services to be made by LGMG Europe BV (hereinafter 'LGMG') and all the provisions hereof shall apply between the parties, unless both parties expressly provide otherwise, in writing.
2. For the purpose of these conditions of delivery: - LGMG; the party referring in his quote to these conditions; - Principal; any party to whom the aforementioned quote(s) is (are) directed.

2. Quote

1. Each quote made by LGMG are non-binding (in Dutch: *Vrijblijvend*) unless agreed otherwise in writing.

3. Agreement

2. If the agreement is concluded in writing, it is considered as completed (i) on the day the contract is signed by the Principal, or (ii) on the day the written confirmation of the order is sent by LGMG.
3. Verbal promises, agreements or other legal acts shall only bind LGMG if these are made or performed by those with an explicit power of attorney or those who have the authority to fully and solely represent LGMG.

4. Price

1. Unless stated otherwise by LGMG, the prices quoted do not include packaging, assembly and/or putting in operation of the product, VAT and other charges levied by the government on sales and deliveries.
2. If, after the date of completion of the agreement, one or more of the cost price factors have been subject to a rise, even if this occurs as a result of foreseeable circumstances, LGMG is entitled to raise the agreed price accordingly
3. Each quote of LGMG is based on implementation of the agreement under normal circumstances and during normal working hours.

5. Delivery and delivery time

1. The start of the delivery time depends on which ever of the following moments occurs the latest:
 - a. the day of conclusion of the agreement;
 - b. the day of receipt by LGMG of the required documents, data, permits, etc. for executing the order;
 - c. the day on which the necessary formalities for starting the work have been completed;
 - d. the day of receipt by LGMG of that which in accordance with the agreement had to be paid in advance, prior to starting the work. If a delivery date or week has been agreed, the delivery time is the period between the date of completion of the agreement and the delivery date or week.
2. The delivery time is based on the working conditions at the time of conclusion of the agreement and on timely delivery of the materials ordered by LGMG for implementing the work. If, due to no fault of LGMG, a delay occurs as a consequence of a change to the aforementioned working conditions or because materials that were ordered in timely fashion for performing the work

have not been delivered in a timely fashion, the delivery time will be extended insofar as is necessary.

3. With reference to the time of delivery; the product is deemed to be delivered, when it is available for the transfer of ownership to the Principal, or at least can be placed within his authority and the Principal has been informed of this, without prejudice to the obligation of LGMG to comply with any commitments regarding assembly or installation.
4. Notwithstanding the provisions set forth elsewhere in these conditions with regard to the extension of the delivery time, the delivery time is extended by the duration of the delay arising on the part of LGMG as a result of the failure of the Principal to comply with any of the contractual obligations or any cooperation to be required of him with regard to the implementation of the agreement.
5. If the agreed delivery period is exceeded (for whatever reason) this shall not entitle the Principal to wholly or partially terminate the agreement or to perform or give cause to perform any work in execution of the agreement, without having judicial authorization to do so.
6. Any contractually agreed penalty fee for exceeding the delivery time must be deemed to be applicable instead of any entitlement of the Principal to a possible compensation. Such a penalty is not owed if the exceeding of the delivery time is a result of force majeure.
7. If the Principal refuses to receive the product(s) offered him, all consequential costs (including, but not limited to, freight, handling and storage costs) are to be paid for by the Principal.
8. In the event of the cancellation of the agreement and/or failure to take possession of the goods to be delivered by LGMG, the Principal shall, with immediate effect, be liable to pay 10% of the agreed price, without prejudice to our right to demand from the Principal, in addition to this payment towards the costs and lost profit, full compensation for the damages suffered as a result of the cancellation.

6. Assembly and installation

1. The Principal is responsible for implementing, in a correct and timely manner, all arrangements facilities and/or conditions that are necessary for setting up the product to be assembled and/or the correct operation of the product in assembled state.
2. Notwithstanding the provision of paragraph 1, the Principal shall in any event arrange that (at his own expense and risk):
 - a. the employees of LGMG, or the employees of its subcontractors as soon as they have arrived at the place of installation, can commence their work and continue performing their work during normal working hours and moreover, outside normal working hours if this is deemed necessary by LGMG, provided the Principal has been informed of this in good time.
 - b. suitable accommodation with all conveniences becomes available for the employees of LGMG or its subcontractors, as required by virtue of governmental regulations, the agreement or practice;
 - c. the access roads to the place of installation are suitable for the requisite transport;
 - d. the designated place of installation is suitable for storage and assembly;
 - e. the necessary lockable storage sites for equipment, tools and other matters are present;
 - f. the requisite and usual auxiliary workers, auxiliary equipment, additives and industrial materials (fuel and lubricants, polishing and other small materials, gas, water, electricity, steam, pressurised air, heating, lighting etc.) as well as the normal measuring and testing equipment for the business of the Principal, are available for LGMG employees and its subcontractors in good time, free of charge and in the right place;

- g. all necessary safety and precautionary measures have been taken and will be maintained in accordance with the guidelines for VCA certified work and that, as regards assembly or installation undertaken by our technicians is compliant with all government regulations;
 - h. at the start of and during the assembly all the requisite products and materials are present in the correct place.
 3. Damage and costs arising because the conditions set forth in this article have not been complied with or not in good time, are to be paid for by the Principal.
 4. With regard to the assembly/installation time, article 5 is likewise applicable.

7. Transfer of risk and ownership

1. Should the Principal, after being given a notice of default, continue to be in default in taking possession of the product, LGMG will be entitled to charge the Principal for the storage costs of the product.
2. Without prejudice to the stipulations of the foregoing paragraph and of article 5 paragraph 3, title to the product shall only pass to the Principal once all amounts due to LGMG from the Principal in connection with the delivery or related work have been settled in full, including interest and costs.
3. Should the occasion arise, LGMG will be entitled to unimpeded access to the delivered products. The Principal will grant all cooperation in order to give to LGMG the opportunity of exercising the condition with regard to ownership given in paragraph 2, by taking back the delivered products, including any disassembly that may be required.

8. Invoicing and payment

1. Unless otherwise agreed, the agreed price will be invoiced as follows:
 - a. [70]% on awarding the order; [30]% prior to delivery as referred to in article 5 paragraph 3; or
 - b. upon delivery of parts or accessories: for the full amount.
2. Unless otherwise agreed, payment must be made, without setoff (and including additional costs), (i) before or at the purchase or (ii) at delivery of the sold goods. LGMG does not accept payment in cash, but only payment by debit card, bank transfer or credit card. Payment terms will be seen as a fatal terms. LGMG can attach conditions to credit card payments.
3. If, in the event of late payment, collection is made through judicial means or any other method, the claimed amount will be increased by 10% to cover administration costs and the judicial and extra judicial costs shall be borne by the Principal in the amount paid or is owed to LGMG.

9. Claim and guarantee

1. Claims with regard to visible defects must be made, immediately after receipt of the product, but in any event within five days after the actual transfer of the product to the Principal, in a written and specified notification to LGMG. Claims with regard to non-visible defects must be submitted immediately after their discovery, but in any event within the guarantee period referred to in paragraphs 2 and 3, in a written and specified notification by the Principal to LGMG. Should the aforementioned periods in this paragraph be exceeded, all claims against LGMG shall lapse with regard to the said defect. Legal claims (in Dutch: *rechtsvorderingen*) in this matter should be submitted within a year after the claim has been submitted in a timely manner, on penalty of forfeiting the claim.
2. Notwithstanding the constraints set below, LGMG vouches for the soundness of the products supplied and for the quality of the materials used and/or supplied for these products, for a period of [12] months subsequent to delivery in accordance with article 5 paragraph 3, excluding

- visible defects. If LGMG has agreed in assembly or installation, the aforementioned obligation of LGMG applies for a period of [12] months subsequent to assembly or installation, but in any event no later than up to [6] months after delivery in accordance with article 5 paragraph 3
3. For parts delivered separately, a period of [6] months applies after said delivery. Paragraphs 1 and 2 are likewise applicable to defects whose cause lies solely or largely in improper assembly or installation by LGMG. If assembly or installation of the product will be done by LGMG, the periods referred to in paragraphs 1 and 2 commence on the day on which assembly/installation by LGMG has been completed, on the understanding that in that case the period of guarantee terminates in any event once [6] months subsequent to delivery in accordance with article 5 paragraph 3 have elapsed.
 4. Only with the explicit written permission from LGMG the Principal may have a necessary repair carried out by a third party for the account of LGMG. This insofar the costs of this repair are reasonable. In order to establish whether these costs are reasonable the cost price level of LGMG will be the standard. LGMG will designate the third party who may carry out the necessary repair in consultation with the Principal. Repair by a third party in accordance with this paragraph is only possible:
 - a. if LGMG is unable or not able in good time to repair the defect at its company premises;
 - b. when it comes to a disproportionate difference between the necessary costs of transporting of the product to the company premises of LGMG and the costs of repairing the product; and/or
 - c. if due to the circumstances of the Principal it cannot be required to have the Principal carry out the repair at the company premises of LGMG.
 5. In any event, defects that do not fall under the guarantee are those occurring which are fully or partially the consequence of:
 - a. failure on the part of the Principal to comply with operating and maintenance regulations or any other use than is normally anticipated;
 - b. defects not caused by material and/or constructional faults, such as defects arising from normal wear and tear, internal and external contamination, rust and paint damage, transport, freezing, overheating, overloading and/or letting the product fall;
 - c. assembly/installation or repair by third parties with the exception of that which is referred to in paragraph 4 - including the Principal;
 - d. materials or products applied at the request of the Principal;
 - e. materials or products which have been provided for treatment or processing by the Principal to LGMG; and/or
 - f. materials, products, methods and constructions, which have been applied at the explicit instruction of the Principal, as well as materials and products supplied from, by or on behalf of the Principal.
 6. If the Principal fails to comply with any obligation that is derived from the contract that he has concluded with LGMG or a contract connected with it, or he does not do so properly or in good time, LGMG cannot be held to any guarantee in these agreements, no matter in which manner the guarantee is referred to.
 7. If the Principal has disassembled, repaired or performed any other work with reference to the product without the explicit prior written approval from LGMG, all entitlement under the guarantee shall be nullified (in Dutch: *vervallen*).
 8. If LGMG replaces parts and products in order to comply with the obligations that are derived from the guarantee, these replaced parts and products become the property of LGMG. The original guarantee period is not extended upon replacement of the new parts.

9. Regarding inspections, consultancy and similar operations carried out by LGMG, no guarantee is applicable. Nor can LGMG accept any responsibility for designs and parts made available by the Principal himself.
10. The alleged non-performance of the guarantee obligation on the part of LGMG does not absolve the Principal from his obligations deriving from any agreement concluded with LGMG.

10. Liability

1. The liability of LGMG is confined to compliance to the obligations described in article 9 of these conditions.
2. With the exception of gross negligence on the part of LGMG and with the exception of the provisions of paragraph 1, all liability of LGMG, such as business damages, other indirect damages and damages as a consequence of liability towards third parties is excluded.
3. Therefore LGMG is not liable for:
 - a. the violation of copyright, licences or other rights of third parties as a result of the use of data provided by or on behalf of the Principal;
 - b. damage or loss, through whatever cause, due to raw materials, semi-manufactures, models, tools, and other matters made available by the Principal;
 - c. transport difficulties, fire and other serious disruption to our business or that of our suppliers;
 - d. the consequences for the Principal under civil law of the violation of regulations of public law as a consequence of any actions of our technicians, or third parties engaged by us, in the service of the Principal.
4. If LGMG, without being assigned to carry out the assembly, provides assistance and help of any kind in the course of the assembly, this will be done at the risk of the Principal.
5. The Principal is obliged to indemnify LGMG with reference to all claims of third parties for compensation of damages for which the liability of LGMG in relationship with the Principal been excluded in these conditions.

11. Force majeure

1. For the purposes of these General Terms and Conditions of Sale and Delivery, force majeure shall mean any circumstance as a result of which performance is prevented or made unreasonably difficult and at least, including, but not limited to:

(i) war, (ii) threat of war, (iii) civil war, (iv) civil unrest, (v) labour strikes, (vi) lockout of workers, (vii) transportation difficulties, (viii) fire, (ix) floods or damages caused by extensive rain, hail or snow, (x) earthquakes, (xi) hostage situations and (xii) other disruptions to our business or that of our suppliers.

12. Suspension and dissolution

1. In the event of an impediment to the implementation of the agreement as a result of force majeure, LGMG shall be entitled, without the intervention of the court, to suspend the implementation of the agreement for a maximum of 6 months or to terminate the agreement in full or in part, without being obliged to pay any compensation. During the suspension LGMG is authorized, and at the end of the suspension obliged to implement or fully or partially terminate the agreement. Both in the case of suspension and termination, LGMG is entitled to require immediate payment for all that already has been performed for the implementation of the agreement.
2. If the Principal fails to comply with any of the contractual obligations concluded with LGMG, or any related agreement, or fails to do so properly or in timely manner, or if there are grounds to

assume that the Principal is unable or will be unable to comply with the contractual obligations towards LGMG, as well as in the case of bankruptcy, suspension of payment, closure, liquidation or partial transfer (for collateral or otherwise), of the Principal's business including the transfer of a major portion of his receivables, LGMG is entitled, without notice of default and without the intervention of the court, to suspend the implementation of each of these agreements for a maximum of 6 months or to terminate them in full or in part without being held to any compensation or guarantee and notwithstanding LGMG's further rights. During the suspension LGMG is authorized, and (at the end of the suspension) is obliged, to opt for implementation or full or partial dissolution of the suspended agreement(s).

3. In the event of suspension and/or dissolution on the basis of paragraph 2 the agreed price becomes due with immediate effect with deduction of the instalments already paid, and the costs saved by LGMG as a result of the suspension or dissolution.
4. The Principal is not entitled to retroactively claim dissolution of the agreement.

13. Disputes and applicable law

1. All disputes arising as a result of a quote/offer, agreement or related agreement to which these general conditions are applicable, will be submitted to the court of Rotterdam.
2. Dutch law will be applicable in full or in part to all agreements to which these conditions are applicable in full or in part, unless this is explicitly agreed otherwise in writing and signed by both parties.

14. Privacy and personal data

1. Parties shall render their full cooperation in order to enable the other party to fulfil its obligations under the applicable relevant laws and regulations in respect of the protection of personal data.
2. In performing its obligations in the course of the Agreement, LGMG shall comply with any and all applicable relevant laws and regulations in respect of the protection of personal data relating to Principal.
3. LGMG shall process personal data relating to Principal only on behalf of Principal, in so far as required for the performance of its obligations under the agreement.
4. LGMG shall implement appropriate technical and organizational measures to protect personal data relating to Principal against unauthorized or unlawful processing.

15. Compliance with law

1. Principal shall comply with all applicable laws, rules and regulations including any applicable export controls, sanctions, embargoes or other restrictions, in relation to any goods supplied by LGMG under these terms and conditions. The Principal warrant that any goods delivered by LGMG shall not be re-exported, sold, transferred, or used in breach of the aforementioned law, rules and regulations and Principal shall indemnify, defend and hold harmless LGMG and its affiliates against any and all claims, losses, damage, costs, penalties, and/or fines whatsoever suffered by LGMG resulting from breach of the aforesaid warranty.