

General Terms and Conditions of
aim fluid control b.v.

established in Son en Breugel, Ekkersrijt 7310,
Filed by the Chambre of Commerce in 's Hertogenbosch on October 1, 1995
registration number Chambre of Commerce 0016079869

Art. 1. GENERAL

1. If these General Terms and Conditions of Delivery form part of offers and agreements regarding the delivery of deliveries and / or services by aim fluid control b.v., all provisions of these terms and conditions shall apply between the parties, insofar as neither of them has expressly deviated therefrom in writing. .

A reference by the client to its own purchasing, tendering or other conditions is not accepted by aim fluid control b.v.

2. The following definitions apply in these delivery terms and conditions:

- product: goods, as well as services such as maintenance, advice and inspection.
- the client: the person to whom the aforementioned offer is addressed.
- service: the acceptance of work.

Art. II OFFER

1. Each offer of aim fluid control b.v. is made without obligation.
2. Every offer, unless explicitly stated otherwise, is based on execution under normal circumstances and during normal working hours.
3. The data mentioned in catalogs, images, drawings, measurements and weights and the like are only binding if and insofar as they are explicitly included in a contract signed by the parties or by aim fluid control, e.g. signed order confirmation.
4. The offer made by aim fluid control b.v. as well as the drawings, calculations, descriptions, etc. provided by it remain its property, even if costs have been charged for this. The client guarantees that no data of the manufacturing and / or construction methods used by aim fluid control will be copied, shown to third parties, disclosed or used with his express permission.
5. The supply of pipework and the provision of pipework drawings are not included in the offer, unless explicitly stated otherwise understood.

Art. III. AGREEMENT

1. If the agreement is entered into in writing, it is established on the day of signing the contract by aim fluid control b.v. or on the day of dispatch of the written order confirmation by aim fluid control b.v.
2. Verbal promises by and agreements with subordinates of aim fluid control b.v. do not bind aim fluid control b.v. until after and insofar as they have been confirmed in writing by it.

Art. IV PRICE

1. The prices stated by aim fluid control b.v. apply to ex-factory deliveries on the understanding that aim fluid control b.v. for orders of less than € 500, - excl. sales tax and any packaging to be charged separately, a storage fee for handling costs, whether or not fixed, will be charged.
2. If after the date of the offer one or more of the cost price factors undergo an increase, including with regard to materials and parts ordered by aim fluid control b.v. abroad, including a change in the value against the euro of the foreign currency concerned, even if this happens under foreseeable circumstances - aim fluid control b.v. is entitled to increase the agreed price accordingly.
3. The prices quoted are excl. Sales tax and packaging to be charged separately. Only if that has been agreed packaging calculated separately will be taken back under credit from the client for the amount charged for this, provided that this packaging is returned free of charge and in good condition within 30 days after the invoice date by aim fluid control b.v. Other packaging will never be taken back.
4. Prices quoted are, unless explicitly stated otherwise, always excluding assembly, testing and commissioning costs.

Art. V. DELIVERY AND DELIVERY PERIOD

1. Products travel for the account and risk of the client. If the buyer does not give timely instructions about the shipping method, aim fluid control b.v. is free in choice of transportation.
2. aim fluid control b.v. reserves the right to deliver orders in parts and to invoice these partial deliveries.
3. The delivery period starts on the last of the following times:
 - a. the day of conclusion of the agreement.
 - b. the day of receipt of the documents, data, permits, etc. required for the performance of the contract by aim fluid control b.v.
 - c. the day of completion of the formalities necessary for starting the work.
4. If payment in installments has been agreed and the first installment expires upon assignment, the delivery time will not start until after the first installment has been received.

5. The specified delivery period is always approximate, but aim fluid control b.v. will do its utmost to observe this.

6. aim fluid control b.v. is not liable for exceeding the delivery time by its suppliers including transporters.

7. The product applies to the delivery time as delivered when, if inspection in the company of aim fluid control b.v. has been agreed, for inspection and in the other cases when it is ready for dispatch, all this after the client has been notified thereof in writing and without prejudice to the obligation of aim fluid control b.v. to fulfill its possible assembly / installation obligations with due observance of Article VI.

8. Exceeding the delivery period - for whatever reason - does not entitle the client to non-compliance with any of the fluid control measures, e.g. entered into obligation or on whether or not to perform with judicial authorization or to perform work to implement the agreement.

Art. VI ASSEMBLY AND ASSEMBLY TERM

1. If the client includes assembly or work resulting from this in the order, these activities will be entirely at the expense and risk of the client, unless explicitly agreed otherwise in writing in advance.
2. aim fluid control b.v. is not bound by any term specified by the client for assembly and the resulting work as referred to in Article VI, paragraph 1.

Art. VII PAYMENT

1. Unless otherwise agreed, payment of the agreed price will be made in 3 installments.
 - 1/3 (one third) at the latest within 7 days after the conclusion of the agreement.
 - 1/3 (one third) at the latest within 14 days after delivery in accordance with art. V, paragraph 7.
 - 1/3 (one third) within one month after the second term.
2. All payments must be made without any deduction or set-off at the office of aim fluid control b.v. or into an account to be designated by it.
3. If the client does not pay within the agreed period, he is deemed to be in default by operation of law and has aim fluid control b.v. without any notice of default, the right to charge him interest from the due date to a percentage of 4 points above the promissory discount of De Nederlandsche Bank and also all judicial and extrajudicial costs associated with the collection of her claim.

Art. VIII TRANSFER OF RISK AND OWNERSHIP

1. Immediately after the product is considered delivered within the meaning of Article V, paragraph 6, the client bears the risk for all direct and indirect damage that may be caused to or by this product, except insofar as due to gross negligence of aim fluid control b.v. If the client remains in default with regard to the purchase of the product after notice of default, aim fluid control b.v. will be entitled to charge the client for the costs of storing the product.
2. Without prejudice to the provisions of the previous paragraph and the provisions of Article V, paragraph 7, ownership of the product will only transfer to the client if all that which the client owes to aim fluid control b.v. for deliveries or work, including interest and costs, aim fluid control b.v. has been paid in full.
3. aim fluid control b.v. will, where appropriate, be entitled to unhindered access to the product. The client shall fully cooperate with aim fluid control b.v. in order to give aim fluid control b.v. the opportunity to exercise the retention of title included in paragraph 2 by taking back the product, including any disassembly required for this purpose.
4. The Client undertakes never to transfer goods that have not yet been transferred to its ownership, having regard to Article VIII, paragraphs 1, 2 and 3, through delivery to third parties or storage outside its business, as a result of which the actual retention of title has not been exercised. could become. All costs incurred for exercising the retention of title will also be borne by the client in the above cases.

Art. IX INSPECTION

1. If it has been agreed that the client will inspect the products at aim fluid control b.v. or have them inspected and he has not exercised that right within 8 days after he has been informed of the opportunity to do so, the products will be deemed definitive have been accepted by the client, with the exception of the provisions of Article X, paragraph 12, regarding complaints regarding non-externally visible defects.
2. The costs of the inspection are for the account of the client.

Art. X WARRANTY

1. aim fluid control b.v. guarantees the soundness of the products and / or work performed by it, on the understanding that this guarantee only applies if the equipment supplied is connected to a pipeline network that complies with aim fluid control b.v. standards to be set.
2. This guarantee is given for a period of 6 months, on the understanding that if the products are in operation day and night, the guarantee is given for a period of 3 months.
For delivery without assembly, the warranty period starts on the day of commissioning, but no later than 30 days after the products have been sent.
3. aim fluid control b.v. is only liable for defects of which the client proves that they arose within the duration of the guarantee, exclusively or mainly as a direct consequence of the defectiveness of material, manufacture or execution. For defects that are the result of other causes, such as for

example the use of unsuitable and / or polluting oils, or lubricants, the use of polluting or wet compressed air, dirt in the system or aggressive environment, aim fluid control b.v. is not liable.

4. aim fluid control b.v. is only bound by this guarantee to replace or repair the defective assessment. Replacement does not go further than sending a new copy free of charge and free of charge. Repair takes place at the discretion of aim fluid control b.v. or free of charge at its factory or at the client's site, in which case the client is obliged to reimburse travel hours as well as travel and accommodation costs with due observance and application of Article VI.

5. Notwithstanding replacement or repair, the original warranty period remains on the replaced or repaired product.

6. Regarding the by fluid control fluid b.v repair or overhaul work carried out, unless explicitly agreed otherwise, only a guarantee is given for the soundness of the execution of the assigned operations.

7. If aim fluid control b.v. in order to meet its warranty obligations, replaces parts, the replaced parts become the property of aim fluid control b.v.

8. The alleged non-compliance by aim fluid control b.v. of its guarantee obligations does not relieve the client of the obligations that for him arise from any with aim fluid control b.v. concluded agreement.

9. If the client does not properly or not timely fulfill any obligation that arises for him from the agreement concluded with aim fluid control b.v. or a related agreement, aim fluid control b.v. is under no obligation whatsoever for any guarantee - by whatever name - with regard to these agreements.

10. Unless expressly agreed otherwise, aim fluid control b.v. is only obliged to fulfill within the Netherlands, Belgium and Luxembourg the guarantee obligations described in this article with due observance of article XIII.

11. The guarantee expires if the client carries out work on the delivered work or does or has it performed or if the delivered work is used improperly and / or inefficiently or does or does not have it used.

12. Claims for defects must be made as quickly as possible, but in the case of externally visible defects no later than 14 days after receipt of the products by the client and in the case of non-externally noticeable defects no later than 14 days after the expiration of the warranty, exceeding the time limits for each claim against aim fluid control b.v. with regard to the defects in question.

Art. XI LIABILITY

1. The liability of aim fluid control b.v. is limited to compliance with the provisions of art. X of these terms and conditions described guarantee obligations.

2. Except for gross negligence on the part of aim fluid control b.v. and subject to the provisions of paragraph 1, all of aim fluid control b.v. is liable, such as for company damage, other indirect damage and damage as a result of liability towards third parties, excluded.

3. aim fluid control e.g. is therefore not liable for:

- violation of patents, licenses or other rights of third parties as a result of the use of data provided by or on behalf of the client.

- damage or loss, for whatever cause, of raw materials, semi-finished products, models, tools and other items made available by the client.

4. If aim fluid control b.v., for example, without having commissioned the assembly, does provide assistance and assistance - of whatever nature - during the assembly, this will be at the risk of the client.

5. The client is obliged to indemnify and hold harmless Philips against all claims from third parties for compensation for damage, for which the liability of Philips is excluded in these conditions in relation to the client.

Art. XII SUSPENSION AND DISSOLUTION

1. If the client does not, not properly or not timely fulfill any obligation that for him from the with aim fluid control b.v. concluded agreement or results from a related agreement, or if there is good reason to fear that the client is or will not be able to fulfill his contractual obligations towards aim fluid control b.v. to be paid, as well as in the

event of a suspension of payment, bankruptcy, shutdown, liquidation or partial transfer - whether or not as security - of the company or a significant part of the claims of the client, aim fluid control b.v. without notice of default and without judicial intervention, either to suspend the performance of each of these agreements for a maximum

of six months, or to dissolve them wholly or in part, without being liable for any compensation or guarantee and without prejudice to its further future rights. During the suspension, aim fluid control b.v. is authorized and at the end thereof is obliged to opt for implementation or for full or partial dissolution of the suspended agreement (s).

2. In these cases, the agreed price will become due and payable in one lump sum, after deduction of the installments that have already been paid and of the not yet provided by aim fluid control b.v. costs incurred, in the event of suspension, aim fluid control b.v. is authorized to have the products reserved, processed or manufactured by it stored for the execution of the agreement on behalf of the client. In the event of dissolution, the client is obliged to pay the amount specified above and to accept the products included therein, failing which aim fluid control b.v. is authorized to have these products stored at the expense and risk of the client or to sell them at his expense.

3. In the event of force majeure, which is understood to mean any of the will of aim fluid control b.v. independent circumstance - even though it was already foreseeable at the time of the agreement -

as a result of which compliance with the agreement could reasonably be expected of aim fluid control b.v. cannot be required, aim fluid control b.v. is

entitled to suspend the performance of the agreement for a maximum of six months without judicial intervention, or to dissolve the agreement in whole or in part without being liable for any compensation or penalty. At the end of this period, the contractor is obliged to opt for implementation or for full or partial dissolution of the agreement.

4. The client is not entitled to claim dissolution of the agreement with retroactive effect.

Art. XIII APPLICABLE LAW AND DISPUTES

1. Dutch law always applies to all agreements to which these terms and conditions apply in whole or in part.

2. Insofar as disputes that may arise as a result of an agreement to which these terms and conditions apply in whole or in part, in connection with their nature or the amount demanded must be decided by the District Court, it is exclusively the court of the district, within which aim fluid control b.v. is authorized to make any judgment in this regard.

Son en Breugel, 9 februari 2009