

GENERAL CONDITIONS OF SALE AND DELIVERY OF HSV TECHNICAL MOULDED PARTS N.V.

Article 1 Definitions

In these conditions the following terms shall be used in the following meanings, unless something else has been explicitly indicated:

- HSV : the public limited liability company HSV Technical Moulded Parts N.V. and/or (legal) persons affiliated with it/them;
Buyer : HSV's other party;
Goods : the goods produced by HSV by order of the Buyer;
Agreement : any agreement between HSV and the Buyer;

Article 2 General

- 2.1 The provisions of these conditions apply to any offer, agreement and to any other legal relationship between HSV and the Buyer, in so far as these conditions are not deviated from by the parties explicitly and in writing.
2.2 The applicability of the Buyer's general conditions is explicitly excluded, unless the parties have agreed on something else in writing.
2.3 If HSV concludes agreements with the Buyer more than once, the present conditions shall always apply to all following agreements, irrespective of whether they have been declared applicable explicitly or not.
2.4 If one or more provisions in these conditions are void or should be voided, the other provisions of these conditions shall remain applicable.

Article 3 Offers and agreements

- 3.1 All HSV's offers, in any form whatsoever, shall be without engagement, unless a period for acceptance is mentioned in the offer.
3.2 If an offer contains a period for acceptance, an agreement shall be concluded as a result of the Buyer's complete, written and unconditional acceptance of that offer within the set period. In all other cases an agreement shall only be concluded as a result of its written confirmation by HSV.
3.3 If a natural person concludes an agreement on behalf of or for account of the Buyer, he declares, by signing the agreement, that he is authorized to do so. Alongside the Buyer this person shall be jointly and severally liable for all the obligations following from the agreement.
3.4 The prices in the said offers shall be in euros excluding VAT and other government levies, and also exclusive of any transport and packing charges, unless something else has been stated explicitly.
3.5 If the acceptance deviates from the offer, HSV shall not be bound by it. The agreement shall then not be concluded in accordance with this deviating acceptance, unless HSV indicates differently.
3.6 A compound quotation shall not oblige HSV to fulfil part of the obligations included in the offer at a corresponding part of the price quoted.
3.7 Offers shall not apply to follow-up orders.
3.8 If the offer is not accepted, HSV shall be entitled to charge the reasonable costs involved in its production to the person on whose request the offer was made. The provisions in article 3.3. shall then apply accordingly.

Article 4 Performance of the agreement

- 4.1 HSV shall not be liable for damage of any nature whatsoever because HSV has proceeded on the basis of the incorrect and/or incomplete information supplied by the Buyer, unless this incorrectness or incompleteness should be known to HSV.
4.2 The intellectual property of the ideas, designs, drawings, animations, models, products, moulds etc. developed or made by HSV by order of the Buyer shall be reserved for HSV. Without HSV's written permission these ideas, designs, drawings, animations, models, products, moulds etc. may not be multiplied or shown to third parties or handed to third parties in full or in part.
4.3 If the Buyer acts contrary to the provisions in article 4.2., he shall, without any prior notice, forfeit an immediately claimable fine to the amount of €25,000.00 to HSV and also a fine of €5,000.00 for every day that the act contrary to the provisions in article 4.2 continues, leaving intact HSV's other rights, including those to performance and compensation of the damage actually suffered by it.
4.4 The Buyer shall indemnify HSV and hold HSV harmless for claims of third parties on the strength of intellectual property rights if HSV must manufacture or has manufactured goods on the basis of ideas, designs, drawings, animations, models, products, moulds etc. originating with the Buyer.
4.5 If the Buyer orders HSV to develop or make ideas, designs, drawings, animations, models, products, moulds etc., HSV has a right to a compensation yet to be agreed for these development or manufacturing costs and also to a compensation to the costs of modification, repair or replacement of the ideas, designs, drawings, animations, models, products, moulds, etc.
4.6 In the cases as described in article 4.5 the Buyer shall be obliged to buy the goods, to the exclusion of other producers, from HSV, this for at least a period of 1 year after the manufacture of the first series of goods.
4.7 As long as the Buyer has not fulfilled all his obligations in respect of HSV, the ownership of the ideas, designs, drawings, animations, models, products, moulds etc. developed and manufactured by HSV shall remain with HSV. In the cases in which the Buyer delivers the ideas, designs, drawings, animations, models, products, moulds etc., they shall only be returned by HSV on request, if the Buyer has fulfilled all his obligations in respect of HSV, including the payment of a reasonable compensation to HSV for the production and development costs incurred by it.
4.8 HSV shall never be liable for loss or damage of the mould except if there is a question of wilfulness or gross negligence on the part of HSV. HSV's liability shall always be limited to the provisions in article 12.
4.9 As soon as HSV believes that the mould is no longer suitable for an economically sound production, the Buyer shall be informed of this. In HSV's assessment consideration shall also be given to the progress of technology and the adjustment of HSV's enterprise thereto. If a mould is no longer suitable for production, HSV need not surrender it to the Buyer. HSV shall be entitled to store or destroy the mould without becoming liable for damage in respect of the Buyer.
4.10 The goods to be delivered by HSV shall only be taken into production after a sample has been shown to the Buyer and has been approved by the Buyer.
4.11 In connection with the production process HSV shall be permitted to deviate a maximum of 10% upwards or downwards from the quantity of goods ordered by the Buyer. The Buyer shall be obliged to pay everything delivered to him, including the possible additional price to a maximum of 10% of the price originally agreed between the parties.

Article 5 Delivery.

- 5.1 Delivery shall be made ex warehouse. Transport shall be at the expense and risk of the Buyer, unless something else is agreed. If in the event of transport at HSV's

expense any instances of damage and/or defects that may be detected at the time of delivery of the goods are not immediately recorded on the waybill or delivery document, HSV shall not be liable for such damage and/or defects to be reported later.

- 5.2 The Buyer shall be obliged to take the goods produced within the framework of the agreement at the time that HSV supplies them, delivers them or has them delivered to him or at the time that they are made available to him in accordance with the agreement.
5.3 If the Buyer refuses to take delivery or fails to supply information or instructions that are necessary for delivery, HSV shall be entitled to store the goods at the Buyer's expense and risk.
5.4 If HSV needs data from the Buyer within the framework of the performance of the agreement, the period of delivery shall start after the Buyer has made them available to HSV.
5.5 If HSV has stated a time for delivery, it shall be indicative. A stated time of delivery shall therefore never be a deadline. In the event of transgression of this period the Buyer must hold HSV in default in writing.
5.6 HSV shall be entitled to deliver the goods in instalments, unless this has been deviated from by agreement or no independent value attaches to the instalment. HSV shall be entitled to invoice instalments separately.
5.7 A waybill enclosed at the time of the delivery of the goods shall be deemed to represent the delivered quantity correctly unless the Buyer communicates his objections in writing to HSV within 2 days after delivery. The Buyer shall then not be entitled to any right of suspension, however.

Article 6 Examination, complaints

- 6.1 The Buyer is obliged to (have others) examine the delivered goods at the time of delivery. On that occasion the Buyer must examine whether the quality and quantity of the goods delivered agrees with the matters agreed or at any rate meets the requirements that are imposed thereon in normal (commercial) transactions.
6.2 Visible and invisible but easily detected defects must be recorded on the waybill or document of delivery immediately. Invisible and not easily detected defects must be reported to HSV in writing with an accurate description of the defects within 14 days after the Buyer has detected or could have detected them.
6.3 HSV must be given an opportunity to check complaints submitted.
6.4 If complaints are lodged in time and if the complaints are correct in HSV's opinion, HSV shall remedy the shortages or defects or replace the goods delivered within a reasonable period. The Buyer shall remain obliged, however, to pay the goods delivered and to fulfil all other obligations resting on him.
6.5 If the complaints are not correct in the opinion of HSV, the Buyer shall be obliged to pay the reasonable costs of HSV in connection with the investigation into the complaints.
6.6 If complaints are not lodged in time or if the goods delivered by HSV have been taken into use or have been stored by the Buyer, the goods shall be deemed to have been delivered properly.

Article 7 Considerations, price and costs

- 7.1 Prior to delivery HSV shall be entitled to charge an advance of 10 to 100% of the agreed price.
7.2 If one of the cost-price determining factors, including the social insurance contributions, turnover tax, exchange rates, wages, the prices of raw materials, semi-manufactures or packing material etc. changes in the period between the offer and delivery, HSV shall be entitled to a corresponding increase of the price irrespective of whether the cost-price increase was foreseeable.

Article 8 Payment

- 8.1 Payment must be made within 30 days after the invoice date in a manner to be indicated by HSV in the currency in which the invoice was drawn up. Objections to the amount of the invoices shall not suspend the obligation of payment.
8.2 If the Buyer fails in making the payment within the 30-day period, the Buyer shall be legally in default. The Buyer shall then owe the statutory commercial interest on the strength of section 6:119a of the Civil Code.
8.3 In the event of the Buyer's transgression of the credit limit or its withdrawal by HSV's credit insurer, the 30-day period of payment shall be cancelled. The Buyer shall then be obliged to pay the outstanding claim immediately or to provide sufficient security at HSV's request.
8.4 In the event of liquidation, (a petition in) bankruptcy, attachment or (provisional) suspension of payments of the Buyer HSV's claims on the Buyer shall be immediately payable.
8.5 If the Buyer fails or defaults in respect of the (timely) fulfilment of his obligations, all reasonable costs to obtain satisfaction extrajudicially shall be for the Buyer's account.
8.6 HSV shall be empowered and the Buyer shall be obliged – as long as the Buyer has not yet entirely fulfilled any obligation resting on it in respect of HSV or if HSV has a well-founded fear that the Buyer will not fulfil his obligations promptly – to provide security for fulfilment on HSV's first demand, in the form desired by HSV, including the pledging of goods. If this security is not provided, HSV shall be entitled to dissolve the agreement and the Buyer shall be obliged to compensate all the damage that HSV suffers.

Article 9 Reservation of ownership

- 9.1 All goods made by HSV and delivered to the Buyer shall remain the property of HSV until the Buyer has fully and correctly fulfilled all his obligations in respect of HSV.
9.2 The Buyer shall be empowered to sell the goods subject to the reservation of ownership or to process them within the normal exercise of the Buyer's business. The Buyer shall not be empowered to pledge or otherwise encumber the goods subject to the reservation of ownership.
9.3 In case HSV wishes to exercise its ownership rights designated in this article, the Buyer gives his unconditional and irrevocable permission already now to HSV or third parties to be designated by it to enter all places where HSV's property is present and to take back those goods.
9.4 If HSV has the Buyer's mould in its possession, it shall be entitled to keep possession of the mould until payment of all the costs that it has spent to carry out an order and/or to fulfil claims that HSV has on the basis of earlier agreements unless the Buyer provides adequate security for performance in the form desired by HSV.

Article 10 Transmission of risk

- 10.1 The risk of loss or damage of the goods developed and made by HSV shall pass to the Buyer at the time at which these goods are delivered to the Buyer in a legal

and/or factual sense and are thereby brought into the power of the Buyer or a third party to be designated by the Buyer.

Article 11 Suspension and dissolution

- 11.1 Apart from the possibilities that the law offers it, HSV shall be empowered to suspend the fulfilment of the obligations or to dissolve the agreement if after the conclusion of the agreement circumstances that have come to HSV's knowledge give good reason to fear that the Buyer will not, not in time or not completely fulfil the obligations. If there is good reason to fear that the Buyer will fulfil the obligations only in part or not properly, the dissolution shall only be permitted in so far as the shortcoming justifies this.
- 11.2 Furthermore HSV shall be empowered to (have others) dissolve the agreement, if circumstances occur that are of such a nature that performance of the agreement is impossible or cannot be required any longer according to standards of reasonableness and fairness or if otherwise circumstances occur that are of such a nature that unaltered continuation of the agreement may not be expected in reason, without HSV becoming liable for damage in respect of the Buyer as a result of this.
- 11.3 If the agreement is dissolved, HSV's claims on the Buyer shall be payable at once. If HSV suspends the fulfilment of the obligations, it shall retain its claims on the strength of the law and agreement.
- 11.4 HSV shall always retain the right to claim compensation.

Article 12 Liability

- 12.1 If HSV should be liable, its liability shall always be limited to the provisions in this article.
- 12.2 HSV shall never be liable for indirect damage, including consequential loss, loss of profit, missed savings and damage as a result of stoppage of work.
- 12.3 HSV shall never be liable for damage arisen as a result of the Buyer's use and/or application of products supplied by HSV, unless it is a matter of wilfulness or gross negligence.
- 12.4 In the performance of the agreement HSV shall exercise all care and skill to be expected of it in reason. HSV shall never be liable for damage, of any nature whatsoever, because it has proceeded on the basis of models, moulds, calculations, drawings or other data supplied by the Buyer.
- 12.5 If HSV is liable, that liability shall always be limited to an amount of at most €100,000.00.
- 12.6 HSV shall never be liable for damage resulting from advice given. Advice shall always be given on the basis of the facts and circumstances known to HSV, in which connection HSV always takes the Buyer's intention as guideline and starting-point.
- 12.7 Any claims for damage must be reported in writing to HSV – on pain of forfeiture – immediately but at the latest within five working days after occurrence of the

damage. The Buyer must bring any legal action against HSV – on pain of forfeiture – within 6 months after HSV has been held liable.

Article 13 Force majeure

- 13.1 HSV shall not be obliged to fulfil any obligation if it is hindered in doing so as a result of a circumstance (coming from without) that is not due to wilfulness or gross negligence of HSV or is for its account by virtue of the law, a legal act or generally held views.
- 13.2 In these general conditions force majeure shall be, alongside the matters regarded as such in law and case law, all causes from without, foreseen or not foreseen, over which HSV has no control, but as a result of which HSV is not able to fulfil its obligations. A shortage of raw materials, mechanical breakdown, a defect in the mould, strikes in HSV's business, sickness of its personnel, theft, traffic impediments, frost, rain and stagnation in the delivery of materials by suppliers shall be included therein.
- 13.3 HSV shall also be entitled to rely on force majeure if the circumstance that prevents (further) performance occurs after HSV should have fulfilled its obligation.
- 13.4 During the period that the force majeure continues HSV may suspend the obligations from the agreement without being obliged to compensate damage, on any ground whatsoever. If this period lasts for more than two months, HSV shall be entitled to dissolve the agreement, without any obligation to compensate damage, on any ground whatsoever, to the Buyer.
- 13.5 In so far as at the time of the occurrence of the force majeure HSV has meanwhile partly fulfilled its obligations on the strength of agreement or will be able to fulfil them and the part fulfilled or to be fulfilled has independent value, HSV shall be entitled to separately invoice the part already fulfilled part or to be fulfilled. The Buyer shall be obliged to pay this invoice as if it was a separate agreement.
- 13.6 The Buyer shall be obliged to see to proper insurance against the risk of loss and theft of the Buyer's goods made available to HSV within the production process.

Article 14 Disputes

- 14.1 The court in HSV's place of establishment shall have exclusive jurisdiction to take cognizance of disputes.

Article 15 Applicable law and translation

- 15.1 Dutch law shall apply to every agreement between HSV and the Buyer and to every legal relationship existing between them. The applicability of the United Nations Convention on Contracts for the International Sale of Goods 1980 is excluded explicitly.
- 15.2 The Dutch text of these general conditions shall be binding.