

## TERMS AND CONDITIONS OF SALE

1. The terms and conditions of sale are as set forth herein. Terms and conditions proposed by the Buyer are not applicable unless accepted by Seller in writing. Seller shall not be bound until Buyer's order has been accepted in writing by an authorized officer of Seller.

2. All prices are valid only in the stated currency and are subject to change without notice. Subject to credit approval, payment shall be made net within 30 days from date of invoice unless otherwise agreed in writing. If payment is not timely made, Seller shall have the right to charge interest on the unpaid balance, which shall accrue from the due date at a rate, which is the lesser of 2% per month, or the maximum legal rate. Buyer shall indemnify Seller against any and all expenses of collection arising from Buyer's default.

3. Unless designated otherwise, goods are sold FCA (INCOTERMS 2010) Seller's warehouse. Risk of loss shall transfer upon shipment from Seller's warehouse. Seller shall retain title to all goods until the receipt of final payment.

4. Seller warrants the goods, which are of Seller's manufacture in accordance with its applicable Manufacturer's Warranty Policy and Limitation of Liability. For any other goods sold hereunder, Seller shall furnish and assign to Buyer only such warranties as Seller receives.

5. Seller's maximum liability for any reason (except for personal injury) under this contract shall consist of the refunding of all moneys paid subject to the right of removal and return of equipment to Seller. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. Unless specifically agreed in writing, Seller shall not be liable for corrosion, or the physical or chemical effects of liquids, gases, or other materials used with the goods. Any claim for breach of contract or obligation must be brought within one year after the breach occurs.

6. Work and material in addition to, or different from, that stated herein, and changes in drawings or specifications, shall be subject to Seller's approval and shall entitle Seller to an adjustment in the agreed price and schedule. Cancellation shall be subject to Seller's approval, and shall entitle Seller to damages.

7. No goods may be returned to Seller without prior authorization from Seller. All returns or cancellations must be in writing and are subject to Seller's

inspection and acceptance. All authorized returns must be shipped freight prepaid and are subject to a restocking charge of 10-30% of the original net sales value depending on the condition of the goods and duration of storage. Any charges incurred by Seller in connection with the returned goods are the responsibility of the Buyer.

8. The Buyer is responsible for reporting any missing or damaged merchandise upon receipt and must immediately inform Seller and file the proper notification for claim with the carrier.

9. Unless specifically agreed in writing, shipment dates quoted are estimates, and Seller does not guarantee a particular date for shipment or delivery of the goods. Seller shall not be liable for any losses, damages, or penalties occasioned by late performance, nor for any deviations in performance due to fires, strikes, labour disputes, supplier delays, governmental actions, acts of terrorism, acts of nature, or any other condition beyond Seller's control. Partial shipments are authorized.

10. Seller shall have no liability whatsoever for equipment or component failures or other damages or losses which arise as a result of improper installation or incorrect application of the goods.

11. Buyer shall not assign or in any way dispose of its rights and obligations under the agreement without Seller's consent in writing. Consent may be given at Seller's discretion and subject to conditions and/or costs as Seller deems fit.

12. Buyer consents and agrees that Seller may, from time to time, publicize Seller related projects with Buyer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes. In no event will these materials include competitively sensitive information, nor shall Seller engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any goods or service. Upon request, Seller will provide Buyer a copy of any such materials.

13. Any agreement arising hereunder shall be governed by, and construed in accordance with, the laws of the Netherlands. The provisions of the Sale of Goods (United Nations Convention) Act (Cap 283A) shall not be applicable. A determination that any provision of a resulting agreement is ineffective or unenforceable shall not impair the enforceability of other provisions contained herein.

**NIPPON THOMPSON EUROPE B.V.**

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