

**GENERAL CONDITIONS OF SALE OF
MARCO INTEGRATED WEIGHING,
AT OISTERWIJK, THE NETHERLANDS**

Filed with the Chamber of Commerce and Industry at 's-Hertogenbosch, The Netherlands,
under Kersten Integrated Weighing (Nr. 17113815)

1. General

- 1.1. These General Conditions of Sale (the "Conditions") apply to all quotations and/or sales agreements concluded by Marco Integrated Weighing or any of its affiliates in The Netherlands (collectively: "MIW") as seller.
- 1.2. MIW does not accept any "general" or "standard" terms provided by Purchaser, unless explicitly agreed upon in writing between Purchaser and MIW and explicitly repels appropriate General Conditions from Purchaser, in whatever name, in the broadest sense of the word.

2. Quotations

All quotations made by MIW may be withdrawn at any time and will expire in any event 60 days from the date the quotation was made.

3. Prices and Sales

- 3.1. Price lists are subject to change without notice.
- 3.2. All prices quoted by MIW relate to the product as well as standard packaging. All prices quoted are net and excluding of any sales, use or excise tax imposed with respect to the sale. Any such tax is for purchaser's account and may be included with the invoices.
- 3.3. MIW is entitled to increase any quoted or agreed price in the event import or other duties or the cost of transport have increased since the acceptance of the order or if the effect of any governmental rule, regulation or decision increases the price of MIW's product. Purchaser shall not be entitled to cancel an order accepted by MIW, if any such price increase shall occur.
- 3.4. All shipments EXW (Ex-Works) Oisterwijk, The Netherlands, unless otherwise specified.

4. Acceptance

The written acceptance by MIW of Purchaser's order constitutes the agreement between MIW and Purchaser. MIW acceptance is expressly limited to the terms as set forth herein and no oral or written statement shall modify or add to the agreement between MIW and Purchaser. The Conditions shall be part of any subsequent contract between MIW and Purchaser unless MIW otherwise specifically agreed to modifications expressly set forth in writing and signed by MIW authorized representative.

5. Delivery Period

- 5.1. All delivery periods specified by MIW are approximate. MIW shall not be liable for any delay in delivery caused by any labour dispute, embargo, war, damage to factory or governmental law or regulation, inability to obtain labour or material, acts of God or other cause beyond MIW's reasonable control affecting MIW, its suppliers or shippers. In the event the agreement between MIW and Purchaser provides that MIW shall deliver its products in installments, a delay in delivery of any of the products shall not entitle Purchaser to cancel the agreement or the delivery of the remaining products.
- 5.2. If delivery or partial delivery of the products is deferred at Purchaser's request, payment of the entire purchase price for the products shall be due and payable after notice from MIW that the products are ready for shipment. The risk of loss shall pass to Purchaser upon receipt of notice from MIW that the products are ready. Reasonable storage costs shall then be paid by Purchaser.
- 5.3. The delivery date as stated by the MIW offer or quotation, is binding once MIW receives a purchase written order clarifying all technical details such as correct product designation, capacity and accuracy grade. Although MIW delivery dates are considered to be realistic and as such we have every confidence in meeting them, penalty clauses in event of late deliveries will not be accepted either in whole or in part.

6. Shipments

MIW's responsibility ceases with the delivery of products in good order to transportation companies. Delivery is not guaranteed at or to the destination. Claims for shortages, damage or loss in transit must be made by Purchaser against the carrier. In the absence of definite shipping instructions MIW reserves the right to ship the products, upon completion, by any public carrier which we deem satisfactory.

7. Payment

- 7.1. Purchaser shall pay the price in accordance with MIW's order acceptance and increased with the costs that are for Purchaser's account, not later than thirty (30) days after date of invoice, unless otherwise agreed. Payments must be made by transfer to MIW's bank account, or in any other form as agreed upon.
- 7.2. Payment is deemed to have been made as soon as the amount has been credited to MIW's bank account. All costs related to payment are at Purchaser's expense.
- 7.3. All payments shall be made in the currency agreed upon.
- 7.4. Purchaser is not entitled to compensate any debt to MIW under the agreement entered into with Purchaser, with any debt of MIW to the Purchaser.
- 7.5. Purchaser is in default if any of the payments to MIW are past due, without MIW's obligation in notifying Purchaser. MIW is then entitled to suspend its obligations resulting from the agreement with Purchaser. Purchaser is obliged to pay interest at a rate of 1% per month, per day past due. All costs connected with the recovery of the amount past due, including costs for legal assistance and all extrajudicial costs, are for Purchaser's account.

8. Cancellation by Purchaser

No orders can be cancelled by Purchaser except with MIW's written permission. If MIW consents to cancellation, then MIW (a) shall as soon as practicable cease work and the placing of all orders for materials in connection with the performance of Purchaser's order, (b) shall so far as possible and as soon as practicable cancel all then existing orders for materials to be used in connection with Purchaser's order and, (c) if the ordered material cannot be sold to other customers within a reasonable period of time, shall transfer to Purchaser's title all completed and partially completed material called for under Purchaser's order and not previously delivered. In consideration of MIW's allowing cancellation of Purchaser's order, Purchaser shall pay to MIW the following: (a) the purchase price for all goods completed when MIW shall have ceased work under Purchaser's order, (b) all costs, expenditures and payment made or incurred by MIW in connection with the uncompleted portion of Purchaser's order including expenditures made by MIW in settling or discharging that portion of its outstanding obligations or commitments which it had made with respect to the uncompleted portion of Purchaser's order, and (c) profit on the uncompleted portion of Purchaser's order to be computed as follows:

1: Estimate the profit which MIW would have realized on the uncompleted portion of Purchaser's order if the order had been completed and labour and material costs prevailing at the date of cancellation had remained in effect.

2: Estimate the percentage of completion of the uncompleted portion of Purchaser's order.

Multiply the anticipated profit determined under 1. by the percentage determined under 2. The result is the amount to be paid to MIW as a proportionate part of its profit as provided above.

9. Samples

Samples will be submitted by MIW, when requested for MIW's standard product. Other than standard samples will be submitted in accordance with MIW's quotation(s). Production and/or engineering costs will be absorbed by Purchaser. Any sample(s) will be invoiced to Purchaser, unless returned as authorized. Samples will be considered as warranted only if expressly provided for in writing.

10. Warranty

MIW warrants that at the time of delivery the goods sold hereunder shall be free from defects in materials and workmanship. In the case of defect, at MIW's option, the goods will be repaired or replaced or credited in the amount of the sales price, unless the goods, returned to MIW's production factory and after MIW's subsequent examination, are not free from defects in materials and workmanship. The remedies in this section shall be Purchaser's exclusive remedies for breach of this warranty or other claims for defects in goods sold hereunder. The period of warranty shall be from registered date of shipment for a period of one (1) years, unless otherwise agreed between MIW and Purchaser. The period of warranty for third party items will be the same as supplied by the original manufacturer.

11. No Responsibility for Drawings etc. furnished by Purchaser

MIW is not responsible for any drawings, samples, models or gages furnished by Purchaser in connection with the order, in particular, it shall be under no responsibility to examine the suitability of drawings, samples, models or gages, unless the unsuitability is manifest. Notwithstanding the foregoing, MIW hereby discharges any responsibility for drawings, samples, models or gages furnished by Purchaser and which are uncalled for within thirty (30) days after completion of this order.

12. Specification Changes and Local Conditions Requirements

- 12.1. Any changes from original specifications on which a quotation or an accepted order is based, will not be accepted unless requested in writing and subject to the following condition: if such change increases the cost of any product, including actual component costs and expenses incurred in modifying a partially or completely manufactured item, that such additional expenses shall be added to the original agreed upon price.
- 12.2. MIW designs in accordance with generally recognized and accepted good practice. If local conditions, codes or interpretations of these practices require standards, material or labour other than those covered in MIW's specifications, additions can be made in MIW's price upon written request of Purchaser specifying such local conditions.

13. Confidentiality

All information such as MIW's quotations, drawings, etc. are confidential and have been prepared for, and submitted to Purchaser's use, solely in consideration of the purchase of the equipment described. Transfer of all or any part of this information to others, or use by Purchaser for other purposes is unauthorised without MIW written consent.

14. Purchaser's goods or material

If the order involves the use of goods, material or parts supplied by Purchaser, the sales price will be subject to increase if goods, material or parts furnished are not suitable for the purpose intended. Failure by Purchaser to furnish sufficient goods, material or parts to complete the ordered quantity will involve extra set-up and handling charges which shall be paid by Purchaser. Delivery schedules are predicated on goods, material or parts being furnished by Purchaser in accordance with the terms of this order.

15. Special Tooling

In the event MIW secures or manufactures special tools, dies or equipment for the particular work, these shall remain the exclusive property of MIW, notwithstanding that part or all of the costs thereof may be included as a part of the sales price or priced separately.

16. Purchaser's Order for Non-Standard MIW Product

16.1. MIW undertakes the development, manufacture and sale of the product on the best efforts basis subject to progress payments. All intellectual property rights including but not limited to designs, manufacturing drawings and specifications for the product shall remain the exclusive property of MIW. MIW reserves the right to manufacture the product or similar product for its own account or for others, and to use, sell and market the product or similar product without restriction.

16.2. MIW does not warrant or represent that it will successfully develop and manufacture the non-standard product to satisfy the performance specifications set forth by Purchaser unless specifically agreed to in writing by MIW.

17. Limitation of Liability

17.1. MIW's responsibility for any claims, damages, losses or liabilities arising out of or related to its performance of this contract or the goods covered hereunder, including but not limited to any repair or replacement of goods under the warranty shall not exceed the sales price of the particular individual product which is the source of purchaser's claim. In no event shall MIW be liable for any special, indirect, incidental, consequential or punitive damages of any character, including but not limited to loss of use of production facilities or equipment, loss of profits, property damages, personal injuries or lost production, whether suffered by purchaser or any third party, irrespective of whether such claims or actions for damages are based upon contract, warranty, negligence, strict liability or otherwise, unless any of the foregoing is caused by MIW, its legal representatives or its agents intentionally or by gross negligence.

17.2. The price quoted by MIW and the agreement between MIW and Purchaser (specifically including the Conditions) are predicated on MIW not having any risk of consequential or special damages even if MIW may be aware of any special considerations or circumstances affecting Purchaser. When selling an item in which any of MIW's products has been incorporated, Purchaser shall be under an obligation to have a similar agreement with its Purchaser with respect to any consequential or special damages. MIW shall have no liability under any circumstances for consequential or special damages, including without limitation, loss of profits or time or personal injury, however caused. The limitation on consequential damages set forth above is intended to apply to all aspects of the agreement entered into by MIW and Purchaser including without limitation MIW's obligations under the Conditions.

17.3. If, in spite of paragraphs 17.1. and 17.2. above, MIW or any third party is liable towards Purchaser pursuant to provisions of mandatory law, MIW or the respective third party is only liable for direct damages and not for indirect damages, including trading losses and consequential damages, nor is MIW or the respective third party liable for damages in so far as such damages exceed the Price.

17.4. Purchaser holds MIW and any third party which MIW may use in the performance of its obligations under the agreement entered into with Purchaser and any affiliate of MIW (either inside or outside The Netherlands) harmless from all claims of third parties for damages, direct or indirect, inflicted on persons or goods by or in connection with the agreement entered into by MIW and Purchaser either by or in connection with the product sold or the use thereof.

18. Retention of title

18.1. TITLE TO THE GOODS SUPPLIED BY MIW SHALL BE RESERVED TO MIW UNTIL ALL OF MIW'S OR ANY OTHER MIW COMPANY'S CLAIMS AGAINST PURCHASER ARISING OUT OF WHATEVER LEGAL TRANSACTION (INCLUDING ANY ANCILLARY CLAIMS AND ANY CONTINGENT LIABILITIES MIW ENTERED INTO IN THE INTEREST OF PURCHASER), ARE SATISFIED. THIS SHALL APPLY ALSO TO SUCH GOODS WITH RESPECT TO WHICH PURCHASER HAS SPECIFICALLY DESIGNATED PAYMENT IN CASE OF A CURRENT ACCOUNT, THE RETENTION OF TITLE SHALL SECURE THE BALANCE OF SUCH ACCOUNT.

- 18.2. THE GOODS SUBJECT TO RETENTION OF TITLE AS SPECIFIED IN PARAGRAPH 18.1. (HEREINAFTER CALLED THE "RETAINED GOODS") SHALL BE PROPERLY STORED BY PURCHASER WITH THE DILIGENCE OF AN ORDERLY BUSINESSMAN, SHALL ALWAYS BE IDENTIFIABLE AS MIW'S PROPERTY AND SHALL NOT BE MIXED WITH ANY GOODS SO AS TO MAKE SUCH IDENTIFICATION DIFFICULT OR IMPOSSIBLE. PURCHASER SHALL SAFEGUARD MIW'S INTEREST -AND NOTIFY MIW IMMEDIATELY- IF ATTACHMENT PROCEDURES OR OTHER INTERFERING MEASURES ARE OR ARE TO BE TAKEN WITH RESPECT TO THE RETAINED GOODS.
- 19. Partial invalidity**
If any provision of the Conditions is or shall become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a suitable provision which comes as close as possible to the invalid provision from an economic point of view.
- 20. Termination**
In each of the following events Purchaser is in default, without Purchaser being required to give any notice of default, and MIW is entitled to terminate the agreement entered into with Purchaser by an explicit notice in writing without judicial intervention:
- in the event that Purchaser deceases or is dissolved;
 - in the event that Purchaser obtains a temporary suspension of payment;
 - in the event that the business of Purchaser is terminated or in the event Purchaser alienates its business in whole or for a considerable part;
 - in the event that Purchaser fails to perform any of its obligations under the agreement entered into between MIW and Purchaser timely and adequately.
- 21. Consultancy**
- 21.1. "Consultancy" (written with a capital C) is defined as; the provision of advice with regard to automation and/or organisation, the performance of feasibility studies, consultation, the performance of system analyses, the selection of equipment, the provision of support with the development of software, the giving tuition, courses or training, and/or the organisation of courses or training.
- 21.2. If, in the pursuance of the agreement, Purchaser has to make material, equipment and/or data (data and information on information carriers) available, the Purchaser is responsible that these meet the specifications required for the execution of the agreement.
- 21.3. In the case where the data and information necessary for the execution of the agreement is not made available to MIW or the information made available is not complete or is not made available on time or in the correct form or if the Purchaser does not otherwise meet his commitments, MIW is entitled to suspend or discontinue the agreement; in such a case Purchaser, without prejudice to the rights of MIW with regard to compensation for damages, will be liable to MIW for the costs of the activities which have already been carried out in pursuance of the execution of the agreement and, moreover, MIW is entitled to pass on any extra costs incurred calculated using the tariffs which are in effect.
- 21.4. If it has been agreed that Consultancy will be provided in steps or phases, MIW is entitled to postpone or defer the activities until such time as Purchaser has approved, in writing, the results of the previous step(s) or phase(s).
- 21.5. MIW and Purchaser can agree to changes and/or extensions to the agreed activities. If a fixed price has been agreed, MIW will inform Purchaser of the price increase or decrease involved as a result of the desired or agreed change(s) or extension(s). In the case of changes or extensions the completion dates for the activities will be extended or reduced accordingly.
- 21.6. If during the execution of the agreed activities MIW feels that a change and/or extension to them is necessary or desirable, MIW will inform Purchaser about this and, where a fixed price has been agreed for the advice, MIW will also inform Purchaser to the amount of price increase or decrease for the change or extension. If Purchaser has not agreed to the proposed change(s) and/or extension(s) in writing within fourteen days, MIW will be entitled to postpone or delay the execution of the activities, in which case Purchaser is obliged to pay the costs of the activities already carried out in accordance with the tariff used by MIW, irrespective of whether a fixed price has been agreed and without prejudice to the right of MIW to demand compensation. If MIW informs Purchaser about a necessary or desirable change or extension, then the date on which the advice is to be completed will be extended by at least three weeks, and, furthermore, if a change or extension of the activities actually takes place, this completion date will be extended or reduced correspondingly.
- 22. Governing Law and Choice of Forum (last article)**
- 22.1. The agreement entered into between MIW and Purchaser is governed by the law of The Netherlands. The applicability of the Uniform Law of the Formation of Contracts for the International Sale of Goods and the Uniform Law on the International Sale of Goods is excluded.
- 22.2. The court in 's-Hertogenbosch, The Netherlands, has exclusive jurisdiction with respect to all disputes in connection with offers made by MIW and in connection with the agreements entered into. MIW however, is entitled to bring such a dispute before another competent foreign court inside or outside The Netherlands.