

GENERAL CONDITIONS FOR DELIVERY TO NON-CONSUMER

Article 1. General

1. These conditions apply to every offer, tender and agreement between NCIS BV, hereinafter referred to as "User", and another party which User has declared these conditions applicable to, insofar as these parties have not deviated from them explicitly and in writing.
2. These conditions also apply to agreements with User, for the execution of which User services of third parties.
3. These general conditions are also written for the employees of User and its management.
4. The applicability of any procurement or of other conditions of the other party is explicitly rejected.
5. If one or more provisions of these terms and conditions at any time become wholly or partially invalid or void, it remains that these general terms and conditions will apply. User and the other party will enter into negotiations to develop new rules to replace the invalid provisions, in which as much as possible the purpose and intent of the original provisions are observed.
6. If uncertainty exists regarding the interpretation of any provision of these terms and conditions, then the explanation must be done according to the spirit of these provisions.
7. If there is a conflict between parties that do not occur in these terms and conditions, then this situation should be assessed according to the spirit of these terms and conditions.
8. If User does not require strict compliance with these conditions, this does not mean that its provisions do not apply, or that User in any degree would lose the right to otherwise ask

strict compliance with the provisions of these terms and conditions.

Article 2 Offers and Deals

1. All bids and offers of User are without engagement, unless there is a deadline for acceptance determined for the offer. A tender offer is void if the product, to which the proposal or the offer relates, is in the meantime no longer available.
2. User can not be kept to bids or offers if the other party can reasonably understand that the bids or offers, or any part thereof, contain an obvious mistake or error.
3. The in a bid or offer indicated prices are excluding VAT and other government levies, including any costs made in frame of the contract, like travel and living, shipping and handling costs, unless otherwise indicated.
4. If the acceptance (whether or not to subordinate items) deviates from the tender made in the offer or proposal then User is not bound. The agreement is not established based on this deviating acceptance, unless User indicates otherwise.
5. A compound quotation shall not oblige user to execute part of the assignment against a corresponding part of the price. Offers and tenders shall not apply automatically to future orders.

Article 3 Duration of the Contract, delivery, implementation and modification agreement

1. The agreement between the User and the other party is for an indefinite period, unless the nature of the agreement dictates otherwise or if the parties explicitly agreed otherwise in writing.

2. If for the completion of certain work or for the supply of certain products a period is agreed or specified, this is never a deadline. When a term is exceeded, the other party has to give written notice of default to the User. The other party has to offer the User a reasonable period to implement the agreement.

3. If User requires information from the other party for the execution of the agreement, the execution time does not start earlier than after the other party has provided this accurate and complete information to the User.

4. Delivery is ex works from User. The other party is obliged to take things at the time that he made available. If the other party declines, refuses or fails to provide information or instructions necessary for the delivery, is entitled to store the goods at the expense and risk of the other party.

5. User has the right to have certain work done by third parties.

6. User has the right to execute the agreement in several phases and to have these parts billed separately.

7. If the agreement is implemented in phases the User can postpone the implementation of the parts belonging to a following stage until the other party approved the results of the preceding stage in writing.

8. If during the execution of the agreement shows that for a proper implementation it is necessary to amend or supplement the agreement, then parties shall amend the agreement timely and in consultation with each other. If the nature, scope or content of the contract, whether or not to request or indication of the other party, the competent authorities et cetera, is amended and the agreement would be qualitatively and / or quantitatively changed, this may also have implications for what was originally agreed. This may mean that

the initially agreed amount can be increased or decreased. User shall do as much as possible according to the price fixed in advance. By amending the agreement it may also mean that the specified initial period of implementing can change. The other party accepts the possibility of amending the agreement, including the change in price and time of execution.

9. If the agreement is amended, including supplements, User is entitled to first implement after it has been agreed by the authorized person within the User's company and the other party has agreed to implement the specified price and other conditions, including the time at which the implementation will be done that will have to be determined. Failure or delayed implementation of the amended agreement does not make default of User and is no ground for the other party to terminate the agreement. Without being in default, the User can decline a request to amend the contract, if the qualitative and / or quantitative terms could result in consequences, for the in that context work or goods to be delivered.

10. If the other party should be in default in the proper fulfillment of its obligations to User, then the party will be liable for all damages (including costs) on the part of the user thereby directly or indirectly generated.

11. If User agrees on a fixed price with the other party, then User is nevertheless at all times entitled to increase the price without the other party being entitled to terminate the contract for that reason to dissolve, if the increase in price resulting from a power or duty under any law or regulation or its cause in an increase in the price of raw materials, wages and so on other grounds at the conclusion of the agreement can not reasonably be foreseeable.

12. If the price other than as a result of an amendment to the agreement exceeds 10% within three months after the conclusion of the contract, then only the other party can appeal to Title 5 Section 3 of Book 6 BW entitled to end the agreement by written notice, unless User is still willing to perform the agreement on the basis of the originally agreed, or if the price increase resulting from a power or an obligation under the law or if it is stipulated that the delivery is longer than three months after the purchase.

Article 4 Suspension, dissolution and termination of the agreement

1. User can suspend the fulfillment of the obligations or terminate the agreement if:

- The other party does not fulfill the obligations under the agreement fully or in a timely manner;
- After the conclusion of the contract User learns of circumstances giving good ground to fear that the other party will not fulfill its obligations;
- The other party at the conclusion of the agreement is requested to provide security for the fulfillment of his obligations under the agreement and this security is not provided or insufficient;
- If due to the delay on the part of the other party the User can no longer be demanded to fulfill the agreement at the originally agreed conditions, the User is entitled to terminate the agreement.

2. Furthermore, the User is entitled to terminate the agreement if circumstances arise of such a nature that fulfillment of the contract is impossible or if other circumstances arise of such a nature that the unaltered maintenance of the agreement can not reasonably be demanded of the User.

3. If the agreement is dissolved, the User's claims against the other

party are immediately due and payable. If User suspends fulfillment of his obligations, he shall retain his rights under the law and the agreement.

4. If User proceeds to suspension or dissolution, he is in no way liable for damages and costs it incurred in any way.

5. If the dissolution is attributable to the other party, User is entitled to compensation for damages, including the costs directly and indirectly generated.

6. If the other party arising from the agreement fails to comply, and this failure justifies termination, User is entitled to dissolve the agreement with immediate effect without any obligation to pay any damages or compensation, while the other party, under default, is required to pay compensation or remuneration for damages.

7. If the agreement is terminated by User, User will in consultation with the Other Party arrange for transfer of work to third parties, unless the termination of the agreement is accountable to the other party. If the transfer of the work generates additional costs for the User costs are, they are charged to the other party. The other party shall pay such costs within the period specified, unless User indicates otherwise.

8. In case of liquidation, (application of) suspension of payment or bankruptcy, of confiscation- when and where the attachment is not lifted within three months - at the expense of the other party, of a debt restructuration or other circumstance that the other party no longer freely disposes of his possessions, the user is free to terminate the agreement with immediate effect, or to cancel the order or agreement, without any obligation to pay any damages or compensation. The user's claims against the other party are in that case immediately due and payable.

9. If the other party wholly or partially cancels a placed order, then the appropriate order or ready made things, plus the potential costs to supply, carry off and delivery and the reserved for the implementation, are to be integrally charged to the other party.

Article 5 Force Majeure

1. User is not obliged to perform any obligation to the other party if he is hindered due to a circumstance that is not due to negligence, and not under the law, a legal act or generally accepted for its account.

2. Under force majeure is in these terms and conditions understood, in addition to the provisions of the law and jurisprudence, all external causes, foreseen or unforeseen, which user can not influence but which prevents user from fulfilling his obligations . Strikes in the company of User or third parties are included. User also has the right to invoke force majeure if the circumstance rendering (further) fulfillment of the contract occurs after the user should have fulfilled his obligation.

3. User may, during the period of force majeure postpone the obligations under the agreement. If this period lasts longer than two months, then each party is entitled to terminate the agreement without any obligation to pay damages to the other party.

4. Insofar User at the time of the occurrence of force majeure has fulfilled its obligations under the agreement partially or will fulfill these, and the preformed or to be fulfilled obligations merit an independent value, the User is entitled to invoice the already performed or to be preformed part as a separate bill. The other party is obliged to pay this invoice as if it were a separate agreement.

Article 6 Payment and collection costs

1. Payment must be made within 14 days after invoice date, in a by User indicated way in the currency of the invoice, unless otherwise specified by the User. User is entitled to periodic billing.

2. If the other party defaults in the timely payment of an invoice, then the party is legally in default. The other party shall owe an interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the amount due shall be calculated from the time that the other party is in default until the moment of payment of the full amount owed.

3. User has the right to stretch payments made by the other party in the first place to reduce the costs, subsequently to reduce the interest still due and finally to reduce the principal and accrued interest.

4. User can, without being in default, refuse an offer for payment, if the other party indicates a different order for the allocation of the payment. User can complete repayment of principal refuse, if not also the accumulated and accrued interest and collection costs are met.

5. The other party is never entitled to clearance of the amount due to User.

6. Objections to the amount of a bill do not suspend the payment obligation. The other party that can not appeal to section 6.5.3 (Articles 231 to 247 of Book 6 BW) is neither entitled to suspend the payment of an invoice for any other reason.

7. If the other party is in default or omission in the (timely) fulfillment of his obligations, all reasonable costs incurred in obtaining payment out of court on behalf of the other party. The extrajudicial costs are calculated on the basis of what is customary in the Dutch collection practice, currently the calculation method according to 'Rapport Voorwerk II'. If, however,

higher costs for collection have been reasonably necessary, the actual costs are recoverable. Any judicial and execution costs will also be recovered from the other party. The other party also owes interest on the collection costs.

Article 7 Retention of title

1. All users delivered goods within the framework of the agreement remain the property of the User until all obligations under the agreement with User (s) are properly fulfilled by the Counterparty.
2. By User supplied goods, made pursuant by paragraph 1, as falling under the retention of title, may not be resold and must never be used as payment. The other party is not entitled to pledge or otherwise encumber goods falling under the retention of title.
3. The other party is always to do what was reasonably expected of him to secure the property rights of the User.
4. If third parties seize goods delivered under retention of title or want to establish or exercise rights on them, then the other party is obliged to immediately notify User.
5. The other party agrees to insure and keep the property delivered insured against fire, explosion and water damage and theft and offer the policy of this insurance on first request to User for inspection. In case of any benefits of the policy the User is entitled to these amounts. Insofar as necessary, the other party in advance binds himself towards User to cooperate with all that in that context was or (appears) to be necessary or desirable.
6. In case the User is to exercise property rights as are indicated in this Article, the other party in advance grants unconditional and irrevocable permission to User and by the User

designated third parties to all those places where the properties of User are located and to take them back.

Article 8 guarantees, research and advertising, period

1. The goods to be delivered by the User shall meet the usual requirements and standards that at the time of delivery can be made reasonably and in which they are normally used in the Netherlands. The guarantee referred to in this Article shall apply to matters that are intended for use within the Netherlands. When used outside the Netherlands, the other party is to verify whether the goods are suitable for use there and meets the local conditions. User can set other guarantees and other conditions in respect of the goods to be supplied or work to be performed.
2. The in paragraph 1 of this Article named guarantee shall be in effect for a period of 40 working days after delivery, unless the nature of the provided otherwise or the parties have agreed otherwise. If the User provided a guarantee on a product which was produced by a third party, then the guarantee is limited to the one provided by the manufacturer of the product, unless otherwise stated.
3. Any form of warranty is void if a defect is caused by or resulting from improper or inappropriate use or use after the expiration date, improper storage or maintenance by the other party and / or third parties, without written permission from User, when the other party or third parties have made changes to the product or have tried to make them, If other parts have been attached which did not need to be attached or if the parts were processed or modified other than as prescribed. The Other Party is not entitled to warranty if the defect is caused by or arising from circumstances over which the User has no control, including

weather conditions (such as but not limited to, extreme temperatures or rainfall) et cetera.

4. The other party is obliged to (let) investigate immediately the moment that things are made available and/or the relevant activities are performed. The Other Party is to examine if the quality and / or quantity of the goods delivered correspond to what was agreed and meets the requirements of what the parties thereto have agreed. Any visible defects have to be reported to the User in writing within seven days after delivery. Any defects that are not visible immediately are to be reported to the User in writing without delay, but in any event within fourteen days after discovery. The report should contain a detailed description of the defect, so that User is able to respond adequately. The other party must provide the User with the opportunity to investigate the complaint.

5. If the other party timely complains, this does not suspend its payment obligation. The other party remains in that case also obliged to accept and pay for the otherwise ordered products.

6. If a defect is reported after the determined time, then the other party is not entitled to repair, replacement or compensation.

7. If it is determined that a case is weak and that it was timely claimed on, then the User will , within a reasonable time after the return receipt or, if return is not reasonably possible, following notification of the defect by the other party, replace or repair thereof or replacement fee to the other party. In case of replacement the other party is obliged to return the matter that has to be replaced to User and to return the ownership to User, unless User indicates otherwise.

8. If it transpires that a complaint is unfounded, the costs it generated, including research costs, on the part of

User are for the account of the other party.

9. After the warranty period, all costs for repair or replacement, including administration, shipping and transport costs, will be charged to the other party.

10. Notwithstanding the statutory limitation periods, the limitation period for all claims and defenses against the User and the User in the implementation of a third party, amount to one year.

Article 9 Liability

1. If User is liable, this liability is limited to what is arranged in this provision.

2. User is not liable for damages of whatever nature, created by User based on incorrect and / or incomplete data given by or on behalf of the other party.

3. If User is liable for any damage, then the liability shall be limited to twice the invoice value of the order, or to that part of the order to which the liability relates.

4. User's liability is always limited to the amount paid by his insurer, as appropriate.

5. User is solely liable for direct damage.

6. Direct damage is only the reasonable costs incurred to establish the cause and extent of damage, where the establishment relates to damage in the sense of these terms, any reasonable costs incurred for the poor performance of the User to answer to the Agreement, as far as these can be attributed to user and reasonable costs incurred to prevent or limit damage, if the other party demonstrates that these expenses resulted in mitigation of direct damage as referred to in these terms and conditions.

7. User is never liable for indirect damage, including consequential

damage, lost profits, lost savings and damage due to business stagnation.

8. The in this article named limitations of liability do not apply if the damage is due to intent or gross negligence of User or his subordinates.

Article 10 Transfer of Risk

1. The risk of loss, damage or loss of value is transferred to the other party at the moment things are put into the control of the other party.

Article 11 Safeguard

1. The other party shall safeguard the User from any claims by third parties that suffered damage in connection with the execution of the agreement. When someone else than the User is accountable for the damage.

2. If User should be addressed on that count by third parties, then the other party is bound to assist the User both outside and in law and to immediately do what in that case can be expected from him. Should the other party fail to take adequate measures, then User, without notice, can entitle himself to do so. All costs and damages on the part of User and third parties are for the account and risk of the other party.

Article 12 Intellectual property

1. User reserves the rights and powers for which he is entitled under the Copyright and other intellectual property laws and regulations. User has the right to use his by the execution of agreement increased knowledge for other purposes, provided that no strictly confidential information of the other party is brought to the knowledge of third parties.

Article 13 Applicable law and disputes

1. To all legal relationships in which User is a party, only the Dutch law applies even if a contract is to be given execution wholly or partly abroad or if the legal relationship concerned is with the party domiciled abroad. The applicability of the Vienna Sales Convention is excluded.

2. The judge in the locality of User shall have exclusive jurisdiction over disputes, unless the law requires otherwise. User shall nevertheless be entitled to submit the dispute to the competent court according to law.

3. Parties will only appeal to the courts after they tried their utmost to settle a dispute by mutual agreement.

Article 14 Location and modification of terms

1. These conditions are filed with the Dutch Chamber of Commerce (Kamer van Koophandel) under number 27249178

2. Applicable is the last registered version or the version valid at the time of the creation of the legal relationship with the user.

3. The Dutch text of these general conditions is decisive for the interpretation.