

GENERAL DELIVERY CONDITIONS

I. DEFINITIONS

1. By "Westburg" is understood in these Delivery Conditions: the private company with limited liability WESTBURG B.V., established in Amersfoort, the Netherlands and having its office in Leusden, the Netherlands.
2. By "buyer" is understood in these Delivery Conditions each person/legal person having concluded an agreement with Westburg or desiring to conclude an agreement with Westburg respectively and also his/his representative(s), attorney(s) and successor(s) in rights.

II. GENERAL/APPLICABILITY

1. These Conditions will apply to all offers, (purchase) agreements, deliveries and activities of Westburg, unless parties have expressly agreed otherwise in writing.
2. Additions to and/or deviations from these Conditions will only apply if they have been agreed to Westburg and the buyer in writing.
3. Insofar as they are not contrary to the subject conditions the "General Conditions for the Instrument Industry", latest version, issued by the "Association Federation The Instrument" (FHI), established in Amersfoort, the Netherlands, and deposited with the District Court in Utrecht, the Netherlands, will apply as the case may be in addition to the subject conditions.

III. OFFERS/CONCLUDING OF AGREEMENT

1. All offers of Westburg will be free of engagement and will therefore not bind Westburg.
2. An agreement will not be effected but until the moment when Westburg confirms the order of the buyer in writing or the moment when Westburg starts executing the order.

IV. DELIVERY

1. Deliveries will take place ex warehouse, unless expressly agreed otherwise in writing.
2. Delivery dates will be stated approximately and will not bind Westburg.
3. Any delay in delivery dates will not entitle the buyer to claim any compensation whatsoever, to refuse the delivery or to entirely cancel the agreement or entirely or partly suspend the fulfilment of any obligation of the buyer under the agreement, unless the buyer is entitled thereto on the basis of legal stipulations.
4. Westburg will have fulfilled its duty to deliver by offering the goods once. The receipt signed by the buyer or by a person representing the buyer will form the full proof of delivery. In case of refusal to take delivery the costs of transport, storage and other expenses will be at the expense of the buyer.
5. If the data required to execute the delivery order have not been submitted to Westburg in time by the buyer, the dates of delivery will be delayed at any rate by the term during which Westburg had to wait for such information.

V. PACKAGING AND PACKAGING MATERIALS

1. The packaging and labelling of products to be delivered will be established by Westburg as good entrepreneur in conformity with the applicable legal standards in this respect.
2. The buyer himself will be responsible for the storage c.q. processing of empty/used packaging materials in conformity with the applicable legal stipulations.
3. The pallets, crates etc. supplied by Westburg for packaging and transport, either against a deposit or not, will remain the inalienable property of Westburg.
4. The buyer will be obliged to return these packagings carriage paid to Westburg to the address indicated by Westburg, unless agreed otherwise.
5. Any packaging material charged by Westburg will be credited at the full price, provided that it will be returned in good condition and within one month after the date of the relevant invoice.
6. With regard to damaged or incomplete packaging material that has been returned, Westburg will be entitled at its choice within reason and fairness to charge the costs of replacement, repair or completion to the buyer. If Westburg has charged a deposit for the packaging materials, it will be entitled to deduct these costs from the deposits to be credited and if necessary to claim the additional costs from the buyer.

VI. PRICES

1. All prices will be nett and exclusive of VAT, transport and packaging expenses, unless expressly agreed otherwise in writing.
2. All prices are based on the prices of materials, wages, transport costs and rates of exchange applicable at the time of the offer.
3. If these costs have risen as a result of an increase in price after the time of the offer, Westburg will be entitled to increase the prices correspondingly. This also applies if this increase was to be expected at the time of the offer.
4. Westburg will immediately inform the buyer in writing of the increase in price.
5. However, if the increase in cost price as meant in paragraph 3 is more than 15%, the buyer will be entitled to cancel the order within 3 working-days after the moment when he has taken notice thereof.
6. Taxes, which did not exist at the time of the offer, may be charged, as well as any increase in taxes. In this case the stipulations of paragraph 5 will not apply.

VII. RESERVATION OF OWNERSHIP

1. Westburg will reserve the ownership of the goods sold until the time when the buyer has paid everything he owes to Westburg on the basis of any agreement, also in the event that the delivery takes place in parts.
2. In the event that the buyer does not pay in time, Westburg will be entitled to take the goods sold back without any summons, declaring in default or judicial intervention, such without prejudice to Westburg's other rights in connection with late payment. The buyer will put the goods sold at the disposal of Westburg and will grant Westburg access to all rooms where areas of Westburg are present, if necessary.

VIII. PAYMENT

1. All payments shall be made within thirty days after the invoice date without any deduction, settlement of debts or discount.
2. If after a written summons to pay the buyer remains in default to proceed to the full payment of the amount mentioned within the term established in the summons, this shall - without prejudice to any other right to which Westburg is entitled - have as a result that:
 - a. all other outstanding claims in the name of the buyer with Westburg will be immediately claimable;
 - b. Westburg will be entitled to charge a default interest on the amount mentioned in the summons as from the invoice date, to the extent of the then valid legal interest, but with a minimum of 1% per month, in which case the time will be calculated in full months;
 - c. all expenses to be incurred by Westburg, both judicial and extrajudicial, including 15% collecting costs calculated on the outstanding amount of the invoice (with a minimum of €250,-), will be at the expense of the buyer, whereas it does not have to be proved that these expenses have been incurred.

IX. CANCELLATION/TERMINATION OF AGREEMENT

1. Westburg reserves the right to terminate the agreement(s) with the buyer immediately without judicial intervention, if the buyer:
 - a. is declared in state of bankruptcy, applies for suspension of payment c.q. bankruptcy, or is put under legal restraint.
 - b. should not, not properly or not in time meet any obligation (of payment) under the agreement;
 - c. takes a decision to liquidate and/or to close down the enterprise of the buyer;
 - d. loses the free control on its capital, or, if the buyer is a natural person, is put under legal restraint or dies.
2. All claims which Westburg may have on the buyer at the time of existence of one or more of the circumstances mentioned under paragraph 1, will be immediately fully claimable, without prejudice to Westburg's right to claim a full compensation of damages, c.q. loss of profit and any compensation of legal assistance in or out of judicature.
3. The loss of profit will amount to at least 15% of the price agreed on, with a minimum of € 250,- (exclusive of VAT) except for counterproof.

X. FORCE MAJEURE

1. By force majeure will also be understood the situation that because of extraordinary circumstances, like restrictive government measures of whatever nature, mobilisation, war, revolution, traffic obstructions or transport problems and any circumstances that Westburg could not foresee and that are out of Westburg's control and on the basis of which it, should such circumstance have been known to it at the time the agreement was concluded, would not have concluded the agreement or not under the same conditions.
2. If it cannot reasonably be expected from Westburg to fulfil one or more of its obligations in connection with one of the above mentioned circumstances, it has the right to entirely or partly cancel the agreement by registered letter without judicial intervention or to entirely or partly delay the execution thereof, without being obliged to any compensation. Westburg will be entitled, within reason and fairness, to invoice the goods delivered so far to the buyer in proportion.
3. If, however, an entire or partial delay as meant under 2. would change the meaning of the later performance of Westburg for the buyer in such a way, that the acceptance thereof by the latter can no longer be expected, the buyer will be discharged from his obligation to take delivery and the obligation of payment of the buyer with regard to the undelivered goods will lapse.

XI. CANCELLATION

1. If the buyer entirely or partly cancels an order, Westburg will be entitled to charge cancellation costs at a minimum amount of € 250,- to the buyer, which are calculated as follows on the nett purchase price:
 - a. until 31 days before the date of delivery agreed on: a percentage of 30%;
 - b. 30 days or less before the date of delivery agreed on: a percentage of 40%.
2. The request for cancellation of the entire order or a part thereof after a partial execution cannot be met. This also applies if the product to be delivered is especially produced c.q. processed for the buyer.
3. Cancellation shall take place in writing by registered letter. The date of receipt of the letter will be the date of cancellation.

XII. LIABILITY AND ADVERTISING

1. Westburg's liability as a result of no, late or improper delivery will never exceed the nett sales amount c.q. the nett invoice amount of the relevant goods. Moreover the liability for damages, caused by defects of goods and packaging, is limited to the direct damage to persons or goods.
2. Except for stipulations of imperative law with regard to (product) liability, Westburg will not be liable for damages as a result of inexpert use c.q. processing of the goods delivered, either or not contrary to the standards and values which are applicable in the sector.
3. Within five working-days after receipt of the goods the buyer shall inform Westburg in writing of any complaint with regard to the delivery. In order to restrict the damage the buyer will follow the instructions of Westburg with regard to goods and packagings.
4. Information from or on behalf of Westburg with regard to the quality, composition, treatment in the broadest sense, application possibilities, qualities etc. of the goods will not bind the Westburg, unless presented in writing and expressly in the form of a guarantee.

XIII. RETURN SHIPMENTS

1. Return shipments without the prior written consent of Westburg, in which event a return shipment number is supplied, will not be allowed.
2. If return shipments take place without consent, the costs thereof will be at the expense of the buyer. Furthermore Westburg will be entitled to charge administration costs and be free to store the goods for the account and risk of the buyer (if necessary in the care of third parties) and to keep them at the disposal of the buyer.
3. Return shipments without the consent of Westburg will not discharge the buyer in any respect from his obligations (of payment).
4. Return shipments vice versa, will always take place for the risk of the buyer.

XIV. APPLICABLE LAW AND DISPUTES

1. The agreements between Westburg and the buyer will exclusively be governed by Dutch law.
2. Any disputes which may arise as a result of an agreement or which are connected therewith, will be judged by the competent judge in Utrecht.
3. In the event of differences in interpretation of the text only the Dutch text will be decisive.
4. All trade conditions shall be interpreted according to the Incoterms of the International Chamber of Commerce, Edition of 2000, unless otherwise agreed in writing.

XV. FINAL STIPULATION

If Westburg should not always require the strict observance of this text, this does not mean that these conditions should not apply or that Westburg should lose the right to require in future, either or not similar, cases the strict observance of these conditions.