

General Conditions of Sale and Delivery Technische Unie B.V.

Disclaimer:

This is a translation of the General Conditions of Sale and Delivery of Technische Unie B.V. with registered offices in Amstelveen, The Netherlands. The Dutch version of these General Conditions of Sale and Delivery are deposited with the registry of the District Court in Amsterdam on December 21st 2009 under number 110/2009 and with the Chamber of Commerce in Amsterdam under number 33235014.

In case of differences in translation or conflicting translations the Dutch version of the General Conditions of Sale and Delivery of Technische Unie B.V. is leading.

Vrijwaring:

Dit is de Engelse vertaling van de Algemene Verkoop- en Leveringsvoorwaarden van Technische Unie B.V. gevestigd te Amstelveen, Nederland. De Nederlandse versie hiervan is gedeponneerd ter griffie van de Arrondissementsrechtbank te Amsterdam op 21 december 2009 onder nummer 110/2009 en bij de Kamer van Koophandel te Amsterdam onder nummer 33235014. In geval van verschil in vertaling of conflicterende bepalingen is de Nederlandse versie leidend.

General Conditions of Sale and Delivery of Technische Unie B.V., with its registered office in Amstelveen, filed at the registry of the district court of Amsterdam on 21 December 2009 under number 110/2009.

Part A General

1. Applicability

1.1 These general conditions for the delivery of goods and services are applicable to all agreements and requests for quotes, offers or acceptances with respect to agreements whereby Technische Unie (hereinafter: 'TU') provides goods or services to a third party or otherwise accepts an order from that third party (hereinafter: 'the Other Party'), all in the broadest sense.

1.2 Part A of these conditions is applicable to all agreements. Part B of these conditions is applicable in addition, if and in so far as the agreement also provides for the provision of services.

1.3 The applicability of general conditions or other stipulations to which the Other Party refers in any form is explicitly excluded, except if and in so far as these have been accepted by TU in writing.

1.4 It is confirmed between TU and the Other Party that once a contract has been concluded that is governed by these conditions, these conditions will be applicable in full to later agreements between the same parties, unless agreed otherwise in writing.

2. Quote, offers and agreement

2.1 All quotes, official prices, offers and other notices from TU are without obligation at all times.

2.2 The agreement between TU and the Other Party will only be effected following written confirmation by TU of the acceptance of the offers and quotes by the Other Party, or from the moment at which TU commences performance of the agreement.

3. Sizes, weights, drawings, images and technical details

3.1 The sizes, weights and technical details stated by TU in official lists, invoices, leaflets, catalogues, stock lists, circulars, electronic data carriers, the website and other advertising

material of any kind, as well as the drawings and images shown therein, are for approximation purposes only and are without obligation, unless explicitly agreed otherwise in writing. The agreed length of the cable is the ordered length with a maximum deviation of plus or minus 5%. TU is not liable for inaccuracies in or deviations from the aforesaid information.

3.2 The intellectual property rights to the images, drawings, diagrams, designs, models and moulds made by TU and/or by order of the Other Party, and all that concerns further the performance of the agreement, irrespective of whether costs have been charged for this, are vested exclusively in TU.

3.3 The Other Party is not entitled to use, reproduce, publish or disclose to third parties all or part of the documents or otherwise as referred to in this article without prior written permission from TU, unless for its own use.

3.4 The images, drawings, diagrams and designs referred to in this article, and in general all that is produced and/or published by TU, remains in its full ownership and must be returned to it immediately on request.

3.5. TU is not liable for inaccuracies in and deviations from images, drawings, diagrams and designs etc. arising in information carriers of TU referred to under Article 3.1.

4. Prices

4.1 The prices quoted by TU are without obligation at all times, in the sense that they are based at all times on the information provided at the time of the request and delivery ex-works, the exchange rates of foreign currencies, insurance premiums, carriage, margin schemes and other costs, and are only valid for the quantities offered. The prices are exclusive of turnover tax and other government charges on sales and deliveries.

4.2 If following the date of the agreement one or more cost price factors are subject to an increase, even if this as a consequence of foreseeable circumstances, TU will be entitled to increase the agreed price accordingly. Unless stated otherwise, the prices are quoted per item and are exclusive of turnover tax and other government charges on the sale and delivery.

4.3 Trade discounts given by TU apply only to orders with a gross value (excluding turnover tax) higher than a particular threshold to be determined each time by TU.

5. Governance and integrity

5.1 The Other Party will comply, in its business operations in general and in the performance of agreements with TU in particular, with all provisions of applicable laws and regulations, explicitly including but not limited to provisions relating to competition, corruption and the environment.

5.2 Notwithstanding the provisions of Article 5.1, the Other Party is explicitly prohibited from promising, offering or providing money, goods or services to TU personnel or its auxiliary persons, servants or agents involved in the agreement, either itself or on its own behalf.

5.3 In the event of noncompliance with the provisions of Article 5.1 or 5.2, TU is entitled, notwithstanding its other rights under the agreement and/or these conditions (including its right to compensation) and in derogation from the provisions of Article 22.3, to terminate the agreement with immediate effect and without notice of default or judicial intervention being required.

6. Delivery

6.1 Unless stated otherwise in writing, all deliveries within the Netherlands will be made under the condition: 'carriage paid to delivery address'.

6.2 TU has complied with its obligation to deliver by having the goods offered for delivery once only to the Other Party. The report by the shipper will always serve as full proof of the offer of delivery. If and in so far as acceptance is refused, the return carriage, storage costs and other costs will be charged in full to the Other Party.

6.3 For deliveries at the delivery address with a total value of less than an invoice amount (excluding turnover tax) to be determined each time by TU, TU reserves the right to charge for the carriage costs and the order surcharge will be calculated according to the surcharge rate applicable at the time of making the delivery.

7. Risk and transport

7.1 The risk of the goods to be delivered by TU will pass in full to the Other Party upon actual delivery of the goods at the delivery address stated on the packing slip. The prices of TU are also based on this facility and a separate amount will be stated each time to this effect in quotes, invoices, etc. This amount will nevertheless form part of the price. Goods for repair will only be accepted if they have been sent carriage paid.

8. Packaging

8.1 Unless the goods are delivered by TU in their factory packaging, for which TU's own supplier is not charged separately, the Other Party will be charged extra for the packaging costs.

8.2 Packaging charged by TU will be credited for the full amount, provided this is returned by the Other Party within one (1) month following the date of the delivery concerned, empty and in an undamaged condition, carriage paid.

8.3 The Other Party is required to return all cable reels and the green delivery crates within three (3) months or one month after the date of delivery, in an undamaged and immediately usable condition, carriage paid. If the Other Party, after having received a demand from TU, fails to comply with its obligation, all costs arising from such late return and the costs of replacement will be at its expense. For each green delivery crate not returned and received, a sum of EUR 10 per crate will be charged. This crate is the property of Technische Unie and its use comes under the general conditions of delivery. The Other Party must look after the crates properly and keep their bases free of mud and dirt.

9. Delivery times

9.1 The delivery times stated by TU are approximate only and are never deadlines, unless a particular delivery time has been explicitly guaranteed by TU in writing.

9.2 Compliance with the delivery times given will depend on the options available to TU, apart from those cases in which TU has provided a guarantee in this respect.

9.3 The agreed delivery periods commence on the day that the Other Party has made all the necessary information and documents available to TU.

9.4 If delivery is not made promptly, TU must be served written notice of default by the Other Party, demanding that it complies with its obligations within a reasonable period of time.

9.5 If as a consequence of a situation of force majeure, TU cannot be reasonably expected to meet its delivery obligations, it will be entitled to postpone delivery for a period of time equal to the continuation of this force majeure or other circumstances of a similar nature.

9.6 Subject to the provisions of Article 22.3 in these conditions, an exceeding of the delivery deadline does not entitle the Other Party to terminate all or part of the agreement and/or to claim compensation, unless the Other Party can prove deliberate intent or recklessness on the part of TU.

9.7 If the delivery cannot be made at the agreed time or within the agreed period of time, TU will be entitled to make part deliveries. This does not apply in the event that a part delivery has no separate value. In the case of part deliveries, TU is also entitled to invoice each part delivery separately in accordance with the applicable payment conditions.

9.8 Notwithstanding the above, for call-off agreements the goods purchased must be spread in equal quantities over time as far as possible. If this is not done, the Other Party will be in default without any prior notice of default and TU will be entitled to terminate the agreement.

10. Force majeure

10.1 In these conditions, force majeure is taken to mean all that is understood in this regard by law and in case law, as well as all external causes, foreseen or unforeseen, on which TU can exercise no influence, as a result of which it is unable to guarantee that it can comply with its obligations. Force majeure discharges TU from its contractual obligations.

11 Deferral, advance payment, security and cancellation

11.1 TU is entitled to defer performance of all or part of the agreement if and for as long as the Other Party fails to comply, or fails to comply properly or in full, with any obligation towards TU under the agreement between the Other Party and TU.

11.2 TU is also entitled, if in its reasonable opinion the financial situation of the Other Party gives reason to do so, to demand payment in advance or security in the form of a bank guarantee, mortgage, pledge or deposit, and while awaiting such to defer full or partial performance of the agreement.

11.3 Cancellation by the Other Party of a valid agreement may only take place with the prior written agreement of TU. If TU agrees with the cancellation, the Other Party will owe TU compensation of at least 25% of that which the Other Party would have had to pay if the agreement had been performed, notwithstanding the right of TU to claim full compensation for costs and damages.

12. Payment

12.1 Payment of the invoice amounts must have been credited to the account of TU within thirty (30) days of the invoice date. Deviating payment schemes or cash payments must be confirmed in writing in advance by TU.

12.2 The payment term referred to in Article 12.1 is a deadline. If no payment in full, or if no payment in full of instalments has been made, or if an application for a moratorium, a petition for bankruptcy or a debt management scheme is submitted by the Other Party or is granted, the Other Party will be deemed to be in default and the amount due by the Other Party plus statutory Dutch commercial interest will be payable without further notice of default or summons, whereby part of one (1) month will be considered as a full month for the purposes of the outstanding amount payable (principal including credit charges of 1.5% per month and statutory commercial interest).

12.3 If TU is required to take judicial or extrajudicial measures in connection with late payment, all costs arising therefrom will be charged to the Other Party, which will amount to at least 15% of the outstanding amount due with a minimum of EUR 50, notwithstanding the right to full compensation.

12.4 TU is entitled, notwithstanding deviating regulations or provisions, to deduct all payments from the delivery charges, interest and/or costs owed to TU, in such order as to be decided on by TU.

12.5 The Other Party is entitled, in so far as agreed and provided this is explicitly stated on the invoice, to deduct a late payment surcharge of 1.5% from the invoice amount, if the payment is made within a period of thirty (30) days following the invoice date.

12.6 If the Other Party has or will obtain one or more claims or counterclaims against TU for whatever reason, the Other Party waives the right of setoff with respect to this claim or these claims. This waiver of the right of setoff also applies if the Other Party has applied for or is granted a moratorium or debt management scheme or has petitioned for bankruptcy or has been declared bankrupt.

13. Retention of title and right of pledge

13.1 All goods delivered remain exclusively the property of TU until such moment when the Other Party has complied with all obligations arising from or relating to the agreements whereby TU has undertaken to deliver, including claims with respect to fines, interest and costs, including costs due to loss in value and/or the return of goods delivered. Until that moment the Other Party is required to keep the goods delivered by TU separate from other goods and to store them clearly identified as the property of TU, and to insure them and keep them insured properly and to provide TU with a copy of the policy schedules for these insurances should TU so demand, and also not to proceed to process or use these goods.

13.2 Despite the retention of title, the goods delivered will be retained by the Other Party at its own risk and expense.

13.4 If there is a justifiable fear that the Other Party is failing to comply with any obligation towards TU by virtue of paragraph 1 of this article, or if there is a justifiable fear that the Other Party will not comply with the aforementioned obligations, the Other Party is required to place the goods delivered under retention of title, or any elements and/or goods newly created therefrom, at the disposal of TU should the latter so demand. If the Other Party fails to cooperate in this, TU will be entitled without any prior notice of default to take possession of the goods delivered forthwith, for which the Other Party hereby gives its unconditional and irrevocable permission for TU or a third party to be designated by it to enter those premises where the goods of TU are being kept and to take them back. The costs of taking and/or handing back the goods will be charged to the Other Party.

13.5 As long as the aforementioned obligations have not been met, the Other Party will not be entitled to sell the goods concerned or to establish a right of pledge or a non-possessory pledge on the goods concerned. If the Other Party nevertheless delivers the goods delivered under retention of title to a third party, the Other Party is required to retain the ownership of the goods concerned.

13.6 At the moment that the Other Party has complied with all its obligations towards TU, TU will transfer to the Other Party the ownership of the goods delivered while reserving the right of pledge of the TU, also for the benefit of other claims that TU has on the Other Party. The Other Party will lend all cooperation which is necessary and desirable in that respect, should TU so demand.

14. Suitability and quality standards

14.1 TU does not guarantee and will never be deemed to have guaranteed or vouched for the fact that the goods purchased are suitable for the purpose for which the Other Party wishes to handle, process or use them or cause them to be used. The guarantee obligation

of TU does not extend beyond the quality stipulations explicitly laid down or the quality standards explicitly agreed.

15. Complaints and return of goods

15.1 The Other Party must check the goods immediately after delivery for any deviations from that which has been agreed. Any complaints concerning the goods delivered must be submitted to TU in writing, accompanied by the corresponding packing slip, no later than on the seventh (7th) day following the delivery date. Following the expiry of the aforementioned period of time, the goods delivered will be deemed to have been accepted irrevocably and unconditionally by the Other Party. The Other Party is required to keep the faulty goods available for TU. The submission of a complaint does not defer the Other Party's payment obligation with respect to the goods that are the object of the dispute. In the case of non-visible defects, the provisions of Article 15.6 will apply.

15.2 Complaints are only valid in so far as the packaging of the goods is still in an original and undamaged condition. Should the goods be visibly damaged on the outside upon arrival, the Other Party must make a written reservation concerning this towards the carrier and, contrary to the above, it must notify TU of this within twenty-four (24) hours of receipt.

15.3 The faulty goods may only be returned following consultation with one of the sales team at TU. The above also applies if TU has declared that it agrees to the goods being returned for repair without this having been qualified as a complaint.

15.4 If goods have been assembled or processed by the Other Party, complaints are no longer permitted, irrespective of the grounds, including wrong delivery, even if such a complaint is submitted within the stipulated period of time; in such cases TU will not be obliged to make any recompense in any form whatsoever.

15.5 Complaints made orally and complaints submitted following the expiry of the aforesaid period of time will not be accepted.

15.5 Complaints concerning faulty goods which have been collected must be submitted immediately upon delivery.

15.6 If goods delivered under a manufacturer's or importer's guarantee are returned to allow the manufacturer or importer concerned to assess the guarantee; any costs that may arise for TU will be charged to the Other Party.

15.7 If goods have been returned to TU for repair without this constituting a complaint, these goods will be considered as delivered to the Other Party, with all the associated consequences, whereas the actual and potential costs of repair and transport will be charged to the Other Party.

15.8 Goods already delivered may be taken back under conditions to be laid down by TU and the invoice sent will be credited, provided that the goods are still in their original condition and packaging and are still part of the current range. The goods delivered will be taken back up to thirty (30) days after the date of delivery. Goods ordered specially for the Other Party will not be taken back under any circumstances.

15.9 If a situation arises as referred to above, the Other Party will be charged credit charges which comprise 3% per shipment with a minimum of EUR 6.80 (whereby the amount will be rounded downwards to a multiple of EUR 2.25), with the proviso that for equipment with a value of more than EUR 225 a fixed amount of EUR 11 per piece of equipment will be charged.

15.10 A single amount will be charged with the description 'credit charges' (comprising shipping and administration costs). The submission of complaints does not release the Other Party from its obligation to pay in accordance with the invoice.

16. Quality marks and restrictive (installation) instructions in the event of use or sale in another country

16.1 Goods/products which must bear a quality mark under Dutch law are delivered by TU of the type for which the quality mark has been issued. TU also sells goods/products which do not bear a Dutch quality mark. The goods/products offered by TU are in principle destined for sale on the Dutch market. The sale or installation of these goods/products in other countries may be subject to restrictions or may not be permitted and will be fully at the risk of the Other Party. The Other Party indemnifies TU against all possible damage and costs in this connection.

17. Obligations to provide information

17.1 Notwithstanding all other rights of TU, the Other Party, if it foresees or should reasonably foresee that it will fail to comply with one or more of its obligations, is required to inform TU of this in writing immediately, giving reasons and the likely duration of this breach.

17.2 The Other Party undertakes actively to keep TU provided at all times with all the information that may be important to TU within the framework of the agreement.

17.3 Failure to comply, or failure to comply on time and/or in full, with the obligations contained in this Article 17 will mean that the Other Party will not be permitted to rely on force majeure.

18. Loss and/or damage and liability

18.1 TU, its employees or third parties engaged by it are not liable for any loss and/or damage incurred by the Other Party with respect to any obligation to deliver, the delivery of goods, the delivered goods themselves or their use, the properties or quality of the goods sold and/or delivered, or any work or services provided or advice given by TU or on its behalf, including loss and/or damage caused by failure to comply properly with an obligation to repair the goods or restore the situation.

18.2 Similarly, the following do not qualify for compensation: transport costs, travel and accommodation costs, the costs of assembly, disassembly and/or installation or reinstallation, a reduction in profits and business interruption, even if TU has been informed of the possibility of such forms of loss and/or damage.

18.3 That stated in paragraphs 18.1 and 18.2 does not apply if and in so far as the Other Party can prove deliberate intent or recklessness on the part of TU, in which case TU will never be liable for more than compensation of the direct loss and/or damage incurred by the Other Party.

18.4 Liability of TU pursuant to Article 18.3 is limited at all times to replacing the goods sold or delivered and/or taking back the goods sold and/or delivered and crediting the amount invoiced for the goods sold or delivered, or (in the case of the provision of services) reimbursing the invoice amount relating to the order, such at the discretion of TU at any time.

18.5 The goods delivered by TU comply with the agreed quality standards. However, with due observance of the provisions of Article 14.1, TU does not guarantee and can never be deemed to have guaranteed or vouched for the fact that the goods delivered are suitable for the purpose for which the Other Party wishes to handle, process or use them or cause them to be used. Samples are provided merely by way of an indication.

18.5 If the agreement with the Other Party concerns goods which TU sources or has sourced from third parties, the Other Party acquires no other rights than those which it can exercise directly against the manufacturer or against the supplier of TU by virtue of the guarantee given by that manufacturer or supplier for the goods delivered. A claim under guarantee will be dealt with entirely at the discretion of the manufacturer or importer concerned.

19. Indemnity

19.1 The Other Party indemnifies TU against all claims from third parties for compensation for loss or otherwise, which are directly or indirectly connected with the agreement(s) concluded, and with this the goods and/or services delivered by TU as a consequence of claims by third parties. Furthermore, the Other Party indemnifies TU against all claims from third parties for compensation for loss or otherwise which are directly or indirectly connected with the processing and/or sending, by electronic means or otherwise, of the information provided by TU. The indemnity referred to in this article does not apply in the case of deliberate intent or recklessness on the part of TU.

20. Failure on the part of TU

20.1 Failure on the part of TU is deemed not to apply, if:

- a. and as long as the Other Party is in breach of contract towards TU;*
- b. the goods have been exposed to abnormal conditions, or have been handled carelessly or incompetently;*
- c. the goods have been stored for longer than usual and it is plausible that this has caused a loss of quality;*

21. Cancellation of guarantee obligation

21.1 If during the guarantee period any repairs or changes are made to the goods sold and/or delivered without prior written permission of the guarantor, or if the Other Party does not comply in time with its payment obligations, all guarantee obligations will be cancelled immediately. The Other Party may not refuse to make any payment on the grounds of the fact that any guarantee obligation has not been complied with, or not yet or not in full.

21.2 The guarantee does not apply if a defect is the result of incompetent use, carelessness, incorrect installation or incorrect tests with the goods, attempts at repairs not permitted by TU, unauthorised changes to or use of the goods or if the defect is the consequence of abnormal use of the goods or fire or another accident.

22. Insurance

22.1 The Other Party has taken out proper insurance and will remain properly insured for statutory and professional liability and will permit TU to inspect the policy or policies concerned should TU so demand. The Other Party undertakes, as soon as it has been served notice of default by TU, to cede to TU all claims with respect to benefit payments and insurance payments should TU so demand.

23. Termination of the agreement

23.1 The Other Party will comply promptly with an agreement concluded with TU and will perform it without any deviations.

23.2 TU is entitled to terminate the agreement with the Other Party, or the part thereof not yet performed, by registered letter with immediate effect without judicial intervention being required and without being obliged to pay any compensation for any form of loss and/or damage, notwithstanding the right of TU to full compensation from the Other Party for costs and loss and/or damage, if:

- the Other Party refuses to pay in advance or provide sufficient security should TU so demand, in the circumstance as referred to in Article 11.2;
- the Other Party acts contrary to that stated in Article 9.8;

- the Other Party (if a natural person) dies;
- the Other Party applies for or is granted a moratorium;
- the Other Party is declared bankrupt or a petition is submitted for its bankruptcy;
- the business of the Other Party is interrupted or liquidated, or is transferred;
- all or part of the company of the Other Party is dissolved;
- there is a substantial change in the ratio of shares and/or votes within the business of the Other Party;
- a substantial part of the assets of the Other Party is attached, and this attachment is not lifted within a reasonable period of time;
- the Other Party does not comply, or does not comply in full, properly or promptly, with any obligation arising from the agreement towards TU and, despite a request to this effect, has failed within seven (7) days of such a request to rectify the breach.

23.3 In addition to that stated in Article 23.2, after the force majeure on the part of TU as referred to in Article 10.1 has lasted for more than six (6) months, both the Other Party and TU may terminate the agreement by registered letter, or solely that part of the obligations that has not been fulfilled. In that case, the Parties have no right to compensation as a consequence of the termination or loss and/or damage incurred or to be incurred.

23.4 All claims which TU may have or acquire in the case referred to in this article will be immediately due and payable.

23.5 Notwithstanding its other rights, in the situations as described in Articles 23.2 and 23.3 TU has the right to defer all its obligations by virtue of one or more agreements concluded with the Other Party.

23.6 Termination as referred to in this article will not terminate the rights of TU, which in view of their nature are intended to continue in force.

24. Transfer of rights and obligations

24.1 Without the prior written permission of TU, the Other Party is not permitted to cede, pledge or transfer the ownership of any rights and obligations ensuing from the agreement to third parties, for whatever reason.

24.2 TU is entitled to transfer the agreement or any ensuing rights and/or obligations to a group company (pursuant to Section 24b of Book 2 of the Dutch Civil Code). In so far as required, the Other Party will lend its cooperation for this under the terms of Section 159 of Book 6 of the Dutch Civil Code.

25. Liability of the Other Party

25.1 If any agreement is concluded by TU with a body with legal personality, the management of that body, at least the person representing that body when concluding the agreement with TU, will guarantee on its behalf compliance with all obligations arising from that agreement for that body.

26. Confidentiality and communication

26.1 Prior to as well as after the signing of the agreement by both parties, as well as after termination of the agreement without prior written permission from TU, the Other Party will not disclose any information to third parties concerning the agreement, including but not limited to the use of the agreement for publicity purposes.

26.2 The Other Party, its personnel and/or the third parties engaged by it are required to observe the strictest secrecy concerning all information relating to TU which it may obtain in connection with the agreement or its performance. This duty of confidentiality also

encompasses all information on customers and/or other business contacts of TU of which the Other Party gains knowledge by reason of its work.

26.3 The Other Party will impose in writing the same duty of confidentiality on third parties and/or their employees involved in the performance of the agreement.

27. Amendments to the conditions

27.1 TU reserves the right to amend these general conditions at any time. Amendments will be notified to the Other Party in writing or electronically by email and will enter into force one (1) month after the date of notification, unless stated otherwise in the notification. If the Other Party has not submitted an objection, stating reasons, to the amendments to the General Conditions within one (1) month of the notification, the Other Party will be deemed to have accepted the amendment.

28. The competent court and applicable law

28.1 All disputes are subject to Dutch law and will be submitted exclusively to the competent court of the district in which TU has its registered office, namely the district court of Amsterdam, unless the law declares under the rules of mandatory law that another court has jurisdiction.

29. Various

29.1 The titles of articles are intended merely to increase the readability of these conditions and are not a means for interpretation. If one or more of the aforementioned provisions are invalid or will be declared void, the remaining provisions will remain in full force. The Other Party hereby declares that it undertakes to agree to alternative provisions which as regards their contents, purport, scope and objective correspond as closely as possible to the old invalid or voided provisions.

30. Filing and publication of the conditions

30.1 These general conditions of Technische Unie B.V. have been filed with the Registry of the District Court in Amsterdam under number: 110/2009 on 21 December 2009 and with the Chamber of Commerce and Industry of Amsterdam under number 33235014 on 8 January 2009, and are also published on the website of Technische Unie B.V. at www.technischeunie.com and in the guides of Technische Unie B.V..

Part B Supplementary Conditions relating to the provision of services

If and in so far as TU provides services for the Other Party, in addition to the provisions set out in part A the following conditions will also apply.

31.1 The Other Party, its personnel and third parties engaged by it are required to comply strictly with and observe all statutory and other regulations, conditions and provisions, in so far as they concern the services provided by or on behalf of TU, at the premises of the Other Party.

32.1 The Other Party undertakes to ensure that the working conditions for the project where employees of TU or third parties are working for it comply with working conditions legislation and related regulations.

33.1 The Other Party will ensure that the facilities to be used by employees of TU or third parties on its behalf on the project (such as construction lifts and cranes) comply at all times with all applicable safety requirements and are kept continually in a good state of repair. To this end the Other Party will carry out regular inspections.

34.1 The Other Party is liable for all loss and/or damage, including personal injury, suffered by employees of TU or third parties engaged by it, caused by or arising during the performance of the work on the project (also making use of equipment made available by the Other Party) and indemnifies TU against all loss and/or damage in this respect, including all claims from employees of TU and third parties engaged by it.

35.1 The Other Party furthermore indemnifies TU against claims from third parties against TU or its personnel or third parties engaged by it with respect to loss of or damage to goods or injury to persons by reason of or relating to the services or work to be performed on the project by TU for the benefit of the Other Party.

36.1 The Other Party will not exercise any influence whatsoever or cause such influence to be exercised or lend its cooperation or cause such cooperation to be lent, in any form whatsoever, to a member of personnel working for TU, to come and work for it or third parties or to perform work directly for it or third parties, on pain of an immediately payable penalty of EUR 1,500 per breach, plus an amount of EUR 1,100 for each day that the breach continues. TU may also choose, as and when necessary, to exercise its right to full compensation.

37.1 Prompt delivery of materials and equipment by TU at the construction site (project) will only take place when both the user agreement and the project agreement are signed for approval and received by TU from the Other Party at least six (6) weeks before the start of the project. Any extra costs incurred due to later instructions and/or wishes modified at a later date will be passed on by TU to the Other Party.

38.1 The Other Party itself must ensure that the necessary loading and lifting equipment is available at the project. If the Other Party does not provide the right equipment in good condition for the work, such as a crane or suchlike for vertical transport, the extra costs that TU has to incur for obtaining this equipment will be passed on in full to the Other Party.

39.1 TU will ensure that the materials will be delivered at the locations on the floors indicated by the Other Party. This involves the internal transport of materials using a trolley, via the construction lifts or cranes, to the locations indicated.

40.1 The building elements of the project must be sufficiently accessible at all times. The use of construction lifts and cranes by employees of TU on the project will not have any financial consequences for TU. These will be made available free of charge by the Other Party at all times.

41.1 If the Other Party requests a specific time for the delivery of materials to the project and extra costs for transport have to be incurred as a result, TU will pass these costs on in full to the Other Party.

42.1 The project assistant of TU who is responsible for logistics will be made available to the Other Party for no more than 8 hours per day. The working hours of this employee will be during normal office hours and no more than 5 days a week. Any deviations must be discussed beforehand with the manager of the Sales Office of TU. Extra costs will be passed on to the Other Party.

43.1 TU will be responsible for the logistics at the construction site (project) in accordance with agreements made beforehand in writing or, if applicable, on the basis of an hourly rate agreed beforehand.

44.1 For the internal transport and stock management of the MSU cabinets, as well as the container at the project itself, TU will make a person competent in such matters available to the Other Party. This person will be responsible for delivering the agreed (generic) materials

to the locations on the floors indicated by the Other Party. The employee made available by TU will also ensure that the floor stock is kept supplied and will advise the Other Party on the materials that need to be re-ordered.

45.1 The Other Party must take adequate measures itself at all times in order to lock a container and/or MSU cabinet properly at the project site.

46.1 The Other Party must take the necessary measures itself at all times in order to prevent theft and/or fraud and/or other forbidden removal of the stock of equipment from the project. TU is not liable towards the Other Party for any form of loss and/or damage, consequential or otherwise, caused by disposal, fraud, and/or other forbidden removal of and/or damage to the equipment made available by TU to the Other Party, as well as the articles present in this equipment. Any disposal, fraud or removal of equipment and related goods is at all times at the risk of the Other Party.

47.1 Orders will be placed by the Other Party via authorised persons appointed by it. TU must be informed of these authorised persons by the Other Party beforehand.

48.1 If it is agreed between TU and the Other Party that an employee of TU on the building site may place orders with TU by order of the client should the need arise, the Other Party will remain entirely responsible at all times for the order placed by the TU employee for and on behalf of the Other Party. Any inaccuracies and/or errors of the TU employee arising therefrom remain entirely at the risk and expense of the Other Party. TU will never be liable for any loss and/or damage suffered by the Other Party as a result, and the Other Party also indemnifies TU in this regard against potential claims from third parties. The Other Party must take the appropriate measures itself at all times in order to prevent such inaccuracies and/or errors of the TU employee (and any resulting loss and/or damage). The aforesaid employee of TU may under no circumstances place orders with suppliers other than TU.

49.1 The project assistant of TU will follow all safety and other instructions and requirements that apply on the building site (the project). This also applies to reasonable directions and instructions of personnel authorised by the Other Party. These instructions and requirements must comply as a minimum with the standards laid down by law, and during the term of the project the Other Party will regularly check the project for compliance with the laws and regulations. The Other Party will carry out such checks regularly together with TU as and when necessary, however it will provide TU in any case with information on the status of the project on a regular basis.

50.1 The project assistant of the TU will receive and check the goods at the project in the name of the Other Party. Once the goods have been delivered and checked at the project, these goods will be at the risk of the Other Party. Any damage/theft arising following receipt will be at the expense of the Other Party. The latter applies for the total flow of goods processed via the TU employee at the building site (the project).

51.1 Packing slips will be handed over by the project assistant of TU to the person responsible at the Other Party as soon as possible after receipt as proof of delivery. The Other Party must take measures and/or make provisions itself in order to administer these packing slips properly on the site.

52.1 If during the term of the agreement concluded by TU with the Other Party additional costs and changes incurring extra costs arise as a consequence of such eventualities as changes in wages and other employment conditions, surcharges on the wages, rises in contributions under social legislation, rises in expense allowances, as well as cost price increases due to external costs, TU will be entitled to raise the rates agreed with the Other

Party in the interim. TU is only entitled to do this after three months have passed since the moment at which TU and the Other Party concluded the agreement.

53.1 If and in so far as outsourced: Obligations under social insurance and tax legislation. The provisions of this article are applicable only if TU has or wishes to have the obligations under the agreement fulfilled by third parties, namely parties other than its own salaried employees.

53.2 TU is entitled to have any part of the agreement performed by third parties or to make use of workers hired in and/or made available. The Other Party declares in advance that it agrees to this. TU indemnifies the Other Party against all claims that an employee insurance agency and/or the Tax and Customs Administration may allege to have on the Other Party on the grounds of recipient's liability and/or vicarious tax liability (system whereby the main contractor is ultimately responsible for the tax and national insurance liabilities of subcontractors).

53.3 TU warrants towards the Other Party that it will fulfil promptly all its obligations arising from the applicable tax and social insurance legislation with respect to the employees who are or will be put to work by TU or by a third party engaged by TU within the context of performing the agreement.

53.4 TU will, should the Other Party so demand, state before and/or after commencing performance of the agreement the name and address of the employee insurance agency where TU is registered, the registration number under which TU is registered with the employee insurance agency as well as its tax withholding number.

53.5 TU will, on demand via¹ the Other Party, submit a statement from the employee insurance agency and the Tax and Customs Administration of TU's payment conduct. This statement may not be older than three months.

53.6 TU will, in so far as work takes place under the terms of the agreement on the site of the Other Party, provide the Other Party before commencing the performance of the agreement as well as from week to week during this performance, with a written statement on demand of all employees who are or will be put to work on the project by TU or by a third party engaged by it, comprising their name, forenames, address, date and place of birth and Citizen Service Number, as well as a copy of a document from all these employees as referred to in Section 1 of the Compulsory Identification Act (Bulletin of Acts and Decrees 1993, 660). For employees who are nationals of a non-EU member state, TU will also provide a copy of their work permit as well as their employment conditions. For employees from an EU member state TU may provide a secondment certificate.

53.7 TU will provide the Other Party, should the latter so demand, with a wage statement of the aforesaid employees at all times for inspection, as well as a written statement from week to week of the place or places where those employees have performed work and the hours worked by these employees at that place or those places. TU warrants that its employees and/or the employees of third parties engaged by TU for the performance of the agreement can provide the Other Party with proof of identity at all times on request.

53.8 TU must demonstrate to the satisfaction of the Other Party that it or third parties engaged by it for the performance of the agreement keep proper accounts from which it is clear what amounts are payable for withholding tax and for contributions with respect to social insurance legislation concerning the employees engaged for the performance of the agreement.

53.9 In the event that the Other Party is held liable for contributions or tax payable by TU or there is the chance that this will occur on the grounds of legislation such as Section 61 of the Social Insurance (Funding) Act and/or Section 34 or 35 of the Collection of State Taxes Act (including future amendments to this legislation), TU will be required to provide the Other Party with all the information in order to enable the latter to prove that the non-payment of these debts cannot be blamed on the Other Party nor on TU nor on any subcontractors engaged by TU.

53.10 If the Other Party so requests, TU is required to ensure at its own expense that the declarations and statements to be submitted under the terms of this article are provided by a registered accountant.

54. Processing of personal data

If the Services to be performed by TU also involve the processing of personal data for the benefit of the Other Party, the provisions of this article will apply.

54.1 TU will process personal data at all times in accordance with the provisions of the Personal Data Protection Act and any other applicable regulations, conditions and provisions.

54.2 Subject to deviating statutory obligations, TU and any other party acting under its authority may only process personal data by order of the Other Party. Processes explicitly described in an order or agreement are deemed to take place by order of the Other Party. Other processing work may only take place following prior written permission from the Other Party.

54.3 Notwithstanding the above, TU will keep secret the personal data which it gains knowledge of in performing the Services, except in so far as any statutory regulation requires its disclosure or the need to disclose arises in connection with its task. TU will impose the obligation of secrecy concerning the personal data to be processed on all those acting under its authority and having access to the personal data to be processed.

54.4 TU will take technical and organisational measures to protect the personal data to be processed by it for the benefit of the Other Party against loss, theft or any form of unlawful processing. Taking account of the state of the art and the costs of enforcement, these measures must guarantee an appropriate level of security in view of the risks that the processing and the nature of the data to be protected may bring, and are also aimed at preventing unnecessary collection and further processing of personal data.

54.5 TU will process personal data for the benefit of the Other Party solely in the Netherlands.