

1. General terms and conditions

1.1 These terms and conditions are applicable to all offers, orders and/or agreement. Parties expressly declare and acknowledge that in this offer, order and/or agreement no other general terms purchasing, delivery, or other conditions apply than these general conditions. Of these general conditions can only be waived with the prior written permission of Lubecore.

1.2 If one or more provisions of these terms and conditions destroyed the remaining provisions of these terms and conditions shall remain in full force and will the destroyed conditions replaced by new conditions in consultation between the parties whereby goal, nature and scope of these terms be taken into account.

1.3 These terms are prepared in the Dutch, English and potential in other foreign language. The Dutch language is binding and prevail in case of any discrepancy or difference between the Dutch and other texts.

2. Agreement

2.1 All offers of Lubecore are noncommittal and are therefore only as an invitation to place an order. A thing except to the extent and in the quotation term of validity is indicated.

2.2 An agreement is concluded as Lubecore this confirmed by some common being in the market of communication or Lubecore act performed showing that it has accepted the order.

2.3 If there is more work, shall Lubecore inform the costumer as soon as possible and tell the consequence thereof to the prices, rates specifications, planning and deadlines. By costumer required changes and/or completion on the between parties compromised delivery of systems, components and/or work are only in full force after the prior written permission of Lubecore. More work means: the changes and/or additions that according to Lubecore lead to aggravation or expansion of those deliveries. This more work shall, if this is accepted by Lubecore, separately to the costumer be charged, even if there was earlier compromised a fixed price.

2.4 Lubecore has the right to outsource all her rights and obligations and/ or to be transferred. Costumer has no right to cancel and/or transfer the agreement (partially or completely).

3. Delivery of systems

3.1 Delivery of systems and/or components take place at a gross amount determined by Lubecore and to the cliënt told location where Lubecore is established, unless otherwise between parties written agreed. Lubecore has the right deliver in sections and from every section desire a payment, unless otherwise between parties written agreed.

3.2 Lubecore will be packing for delivery according to the standart criteria of Lubecore. If costumer desires another way of packing shall the more costs being payed by costumer. Costumer treats the released package following the applicable regulations. Lubecore is not responsible for not following those applicable and other regulations.

3.3 Unless otherwise written agreed between parties are deliveries accepted by costumer on the moment of the delivery by or in the name of Lubecore and if the costumer has not made a clear, written complain to Lubecore within 10 working days and Lubecore has had the opportunity to investigate the complain.

3.4 Lubecore accepts only sending back of systems and/or components as mentioned in article 8 of these terms and conditions, and exclusively if and as far in advance a written permission is given for sending back of systems and components by costumer as written in article 8.

4. Transfer of risk and ownership

4.1 From the moment Lubecore systems and/or components have been put into the actual disposal of the customer or an assistant used by customer, including the moment by or on behalf Lubecore falls, as mentioned in article 3.1, are the delivered systems and/or components for the risk of the customer.

4.2 The ownership of the delivered systems and/or components will only enter to the client after full payment of all claims from the agreement. As long as the systems and/or components are still in ownership of Lubecore is the customer not entitled to alienate, to process or treat, encumber, pledge, lease and/or put the system and/or components into use in any other manner, and customer has the obligation to treat the systems and/or components with the necessary care and to store them or have them stored as recognizable property of Lubecore. Lubecore shall at all times be entitled to repossess the deliveries, wherever they may be. After reclamation customer shall be credited for the prevailing market value of those systems and/or components, which may in no case be higher than the original price, less repossession costs.

5. Agreement of service

5.1 If the customer should wish to have certain equipment maintained and/or supported by Lubecore, shall there be made an agreement specify which services are agreed. Lubecore has the right to carry out an inspection before to come to an agreement. Lubecore will carefully execute the service to the, by customer provided, equipment and information as mentioned in article 7.1 of these general conditions. In the case that customer has not entered into an agreement with Lubecore concerns maintenance services simultaneously with the conclusion of the agreement on delivery of equipment, Lubecore cannot be obligated to conclude such a agreement at a later point of time.

5.2 The agreed fees for the maintenance service shall apply for a period of twelve (12) months, to be calculated from the date upon which such agreement takes effect and will be invoiced in advance per twelve (12) months, unless otherwise agreed between parties in writing.

5.3 An agreement of maintenance services shall have the minimum duration of twelve (12) months to be calculated from the date upon which such agreement takes effect. The agreement shall be continued, each time implicitly for twelve (12) months. Except in the case of termination by registered letter which should take place before the end of the twelve (12) months.

6. Fee and payment

6.1 Customer is obligated to pay fees to Lubecore for the delivered goods, proceedings and rights of use such in conformity with the provisions of the agreement and of the present general conditions. Fees, prices and rates are exclusive of Vat and other government levies and taxes that are or may be due, unless otherwise stated by Lubecore in writing.

6.2 Lubecore has the right to charge for administration, handling, packing and/or forwarding costs.

6.3 Lubecore has the right at all times to require from customer that customer shall provide satisfactory security for the fulfillment of his obligations to Lubecore (for example: bank guarantees). Should a customer refuse in such a case, Lubecore shall have the right to refuse or terminate the concerned agreement in which case customer shall have the obligation to reimburse Lubecore for loss of income and to pay a reasonable compensation for costs incurred.

6.4 Lubecore is entitled at all times to adapt the currently valid fees, prices and rates as mentioned in any agreement to meet any increase in related price determining factors, including: salary costs, social security charges, currency rates, purchasing prices etcetera.

6.5 Invoices of Lubecore shall be immediately due and payable and shall be paid in full by customer at the latest within thirty (30) days from invoice date, unless otherwise agreed between parties in writing. Payment shall take place without any set-off, deduction and/or suspension.

6.6 Should customer fail to pay within the term of payment of thirty (30) days from invoice date, Lubecore shall have the right to suspend execution of any agreement and Lubecore shall have the right to charge customer for any expenses incurred and customer shall owe interest over said due sum of at least one and a half (1,5%) percent per month or, if higher the statutory trade interest rate. Should customer continue to fail to meet the claim after notice of default, in addition to the sums then owed, customer shall also be obligated to pay in full any extra judicial costs including collection costs.

7. Obligation of the customer

7.1 Customer has the obligation to timely provide all access, facilities, equipment, information including technical and functional documentation and other information which Lubecore will reasonably need for the proper execution of any agreement, without charging Lubecore in this respect. Customer shall also give Lubecore all necessary and adequate cooperation and instructions on security and other relevant subjects for the proper execution of any agreement without any change to Lubecore.

7.2 If the customer does not and/or not timely comply with the provisions of article 7.1 then Lubecore shall have in any case have the right to suspend execution of the agreement and shall have the right to charge for the costs according to the current prices and fees valid at that time. Lubecore is not responsible for claims by third parties suffering damage in connection with the execution of any agreement that is the consequence of acts or omissions of customer.

7.3 Only the customer is responsible for the selection, use, security and the application of the by Lubecore delivered equipment within customer's organization or outside, unless previously and unambiguously otherwise agreed by parties in writing.

8 Obligation of Lubecore

8.1 Lubecore shall make available qualified persons for the delivery of equipment and/or services and shall make every effort to carry out delivery to the best of their knowledge and ability.

8.2 During working days systems and services be delivered, unless otherwise agreed. All schedules have been described and planned to the best of their knowledge on the basis of the information and circumstances known by Lubecore at that moment. Lubecore tries to follow this schedule and an occasional exceeding of such shall not be considered an attributable shortcoming of Lubecore. In case if exceeded threatens, parties shall consult as soon as possible.

8.3 Lubecore guarantees that the systems delivered by and/or on behalf of Lubecore will function for a period of two (2) years from the time of delivery by or on behalf of Lubecore. The guarantee term just goes on in case of replacement and/or repair because of damage. The original guarantee period shall in all cases remain intact. Warranty shall in no case be for consumables or defects in any way by external causes, repairs, changes as well as careless, incompetent and/or improper use by customers or third parties and in cases of non-attributable shortcoming on the part of Lubecore.

Invoke the right to any guarantee may only if the customer had fulfilled all his financially and other obligations in respect of Lubecore. The customer needs as soon as possible after the occurrence of any defect or after the customer with the defect is known or could have been (within 10 working days) by sending a mail to Lubecore or Lubecore dealer. If this is not done void the warranty. Such notification should include: kind of system, serial number, manner of use, the defect, the date upon the defect was discovered.

In case that Lubecore can concur with the guarantee claim will Lubecore repair the defects to the best of their knowledge and ability. In the case of replacement Lubecore itself will have the choice

which relevant parts or other important parts they would replace. Lubecore may have the replaced parts to investigate. As the occasion arises or in case Lubecore is not able, based on the available information, to assess of the indication of the lack, Lubecore informs the customer in writing sending the defective product back (to which location).

Conditions 3.4 to apply. The reasonable shipping of the by Lubecore accepted shipment of the customer are in the first instance for the expense of Lubecore.

In other cases than above and if it appears that the defect is not covered by the warranty all costs are spent on the defect expense and risk of the customer and shall these costs be charged conformity with the prices and rates of Lubecore at that time. At the time when products have been in the possession of Lubecore they are at the risk of Lubecore.

9. Intellectuele eigendomsrechten

9.1 All intellectual property rights relating to systems and services shall solely be held by Lubecore or its licensors exclusively. Customer shall not require any rights (of use) and/or other powers, unless otherwise written in this general terms and conditions, any agreement, and/or agreed in written by parties.

9.2 Lubecore holds customer indemnified, within the context of this article, against claims by third parties to the point that systems only because of an alleged infringement an intellectual property valid in Netherlands. Customer shall immediately inform Lubecore concerning the existence and the content of the claim, give Lubecore the required and adequate cooperation, leave handling of the case to Lubecore and if necessary provide Lubecore with adequate powers of attorney to defend the claim.

9.3 The indemnity referred to in article 9.2 shall cease to exist if and insofar the infringement concerned is connected with any change made by others than Lubecore and/or if the infringement concerned is not attributable to Lubecore.

9.4 In case of above mentioned claims by third parties has Lubecore the right to replace or change systems or any part thereof, or to terminate the agreement wholly or in part, one and other is Lubecore's choice.

10. non-attributable shortcoming

10.1 Lubecore is not liable if the total or partial agreement can not be met and this is not due to, or is the result of the fault of Lubecore, neither by law, legal act, the prevailing opinion (foreseen or unforeseen) for its account and which therefore can not be attributed to Lubecore. Under such a situation is also not culpable negligence of suppliers and/or dealer.

10.2 Lubecore has in such a situation the right without judicial intervention whose existence and related obligations to suspend and/or (if such a situation has gone on for longer than 3 months), to terminate the agreement wholly or in part in writing without Lubecore being held to any comprehension and/or guarantee. In case of wholly or partial termination shall that which has already been performed be settled in proportion without any further mutual debt between parties.

11. Liability

11.1 Lubecore's total liability arising from the agreements, general conditions, offers and/or the implementation results thereof is described with the provisions of article 11. Cases which are not mentioned in this article shall not have any liability whatsoever, whatever the nature of the claims.

11.2 Any right to comprehension arises only if the customer as soon as possible after its occurrence but after the customer with the defect was know or could have been (within 10 working days) by giving through a mail or a dealer. If thesis not done void warranty. The message must be at least appoints: type lubrication system, serial number, circumstances of the use, the lack, the

date on which the defect is detected. Customer is not entitled to compensation if damages wholly or partially by the client or edited and/or otherwise altered.

11.3 If and insofar as any act and/or omission of Lubecore death/bodily injury result, Lubecore's liability shall not exceed an amount of EUR 1.000.000 (in writing one million euro) per event, a series of event is regarded as one event, a thing occurring due the intent or gross negligence of the management of Lubecore.

11.4 Except in cases of intention or gross negligence on the part of the management of Lubecore, Lubecore shall not be liable for indirect damage (including but not limited to consequential loss, loss of profit, missed savings, damage to data files and damage due to business interruption) as well as any other damage exceeding the total sum (excluding VAT) invoiced by Lubecore to customer and paid by customer to Lubecore, pursuant to the agreement concerned (or the relative part thereof) whereby the aforementioned total sum to be paid shall not exceed EUR 500.000,- (in writing five hundred thousand Euro) per calendar year. Under other damage as referred in the previous sentence shall exclusively be understood: reasonable costs incurred by customer in order to determine the cause and extent of that 'other damage' to prevent or limit such 'other damage' and to ensure that the performance of Lubecore meets the agreement concerned, to the extent that such agreement has to been dissolved by customer, reasonable costs incurred or not to be incurred by customer in cases such described in article 9.2 and material damage to systems and/or other matters belonging to customer and/or third parties that are directly connected to systems and/or services delivered by Lubecore.

11.5 Without prejudice to the above provisions in article 11 (but except in cases of intention of gross negligence on the part of the management of Lubecore) Lubecore shall only be liable of damage covered by insurance taken out by Lubecore. A copy of which assurance and the appropriate policy shall be handed over to customer for inspection on demand.

12. Confidential

12.1 Each party shall treat all information a confidential nature received from the other party, including information relating to commercial, strategic, financial, technical and/or other information and/or knowledge relating to the other party with the strictest confidence and shall make no statements concerning this third parties.

12.2 Article 12.1 may be waived only with the prior written consent of the other party and/or said information must be disclosed to meet a decision to that effect by judicial authority, in which case the party that is forced for disclosure will notify in advance the other party and take the necessary steps as the other party may reasonably desire to limit such publication as much as possible and to protect the confidentiality of that information as possible.

13. Termination

13.1 Each party may terminate the agreement concerned forthwith in whole part, without further notice of default and prior judicial intervention if the other party applies for suspension of payments or is declared bankrupt, or the other party is a legal entity is dissolved.

13.2 The agreement concerned may be terminated by Lubecore whole or in part , without further notice of default to customer and without prior judicial intervention, by registered letter, if customer remains in default in respect of (timely) fulfilling of any obligation arising from that agreement including but not limited to payment owed by customer, and after fourteen days have passed after the date of a written notice of default to to customer. Such Without prejudice to the other rights accruing to Lubecore.

13.3 If at the time of termination customer has already taken delivery of any goods and/or services of Lubecore, these and the related obligation to pay shall not be subject to undoing. Amounts that Lubecore have invoiced prior to termination in connection with that which Lubecore had already

delivered upon execution of the agreement, will remain due and shall be payable forthwith at the time of termination without prejudice to any other rights accruing to Lubecore.

14. Law and Forum

14.1 The law of the netherlands shall exclusively apply to these general conditions, quotations and agreements and/or the performance thereof. The application of the convention on contracts for the international sales of goods 1980 is hereby excluded.

14.2 All disputes arising from the general conditions, quotation and agreement and/or the performance thereof and/or related thereto shall exclusively be laid before the competent out in 's Hertogenbosch, unless Lubecore choose the jurisdiction of domicile or residence of client and unless the parties and the relevant case still binding opinion or arbitration agree.