

GENERAL TERMS AND CONDITIONS OF SALE  
of Epicor Components Ltd.  
Kethelweg 46  
3135 GL Vlaardingen

1. **APPLICABILITY AND ACCEPTANCE.** These general terms of sale are applicable to all agreements made with us and all offers done by us, unless otherwise agreed in written. Only by placing an order, the buyer accepts these terms of sale. Unless nothing else was agreed, only our general terms of sale will be applicable.
2. **OFFER.** All offers are free of obligations, unless a period of acceptance is mentioned. In case an offer comprises an offer free of obligations and the buyer provides us with a binding offer in accordance with our prior offer, Epicor has the right to adjust its prior offer within 5 working days thereafter.
3. **FAULTS IN THE CONFIRMATION OF ORDER.** The buyer must inform Epicor in written of inaccuracies in the confirmation of order or inaccuracies claimed by the buyer, within 8 days after the date of this confirmation. After this period the buyer is expected to accept the manner in which the written agreement has been fixed.
4. **DELIVERY PERIOD.** Delivery periods stated by Epicor can never be seen as a deadline, unless otherwise agreed in written. In case of late delivery, Epicor must still be declared in default and the buyer must give Epicor a period of at least 3 weeks, within which Epicor can still deliver. Epicor has the right, in case a delivery period was explicitly agreed, but due to unusual circumstances Epicor cannot meet this condition, or to postpone the delivery until the circumstances mentioned have come to an end, or to undo the purchase agreement. In case the delivery is postponed, due to unusual circumstances, for an extra 2 months after the delivery period stated, the buyer has the right, after these 2 months, to undo the purchase agreement without any damages paid to him.
5. **DAMAGES.** Epicor is never obliged to damages, if Epicor is not in short of the execution of its part of the agreement. Epicor cannot be charged for any fault, not caused by faults of its own, neither under the law, legal act or opinions stated.

If and as far as Epicor has to pay damages, the obligation to pay such damages cannot exceed the invoiced and paid purchase price. A serie(s) of incidents resulting in damages shall in all situations be considered to be one (1) incident. Damages which are not qualify for compensations are:  
a) trading losses, including ,losses caused by delays, dismantling losses, losses caused by dismantling and loss of profits. b) supervision damages, which are understood to include damages caused, during or as a result of the performance of the work,, to objects on which work is being carried

out to objects situated in the vicinity of the works site. c) damages caused by intent or gross negligence on the part of helpers or non-management employees.

6. **TRANSPORT AND RISK.** Usually our deliveries are executed from the warehouse. In all cases, the delivery of the transport, the packing and the insurance is at the account of the buyer. The above-mentioned aspects can vary, unless otherwise agreed in written.
7. **PURCHASE OBLIGATIONS.** All goods purchased must be taken within 14 days after the date of availability of the goods, unless otherwise agreed in written. In case the goods are not taken within 14 days or within another agreed period, the buyer is legally in default and Epicor has the right, without any previous proof of default, to postpone its obligations from the agreement and or to invoice the goods bought and to request payment, or to undo the purchase agreement. In case of invoice, the goods will be stocked, at the buyer's expense and risk, at Epicor or third persons. All resulting costs are put at the buyer's expense, in addition to the purchase price. In case the purchase agreement has been undone, the buyer must pay damages to Epicor, minimum comprising the losses suffered, the lost profit and the costs for stocking the goods. In such a case the buyer must pay Epicor, in addition to these damages, an immediately claimable fine of 25% of the purchase price (VAT exclusively).
8. **CONDITION OF OWNERSHIP.** Until the buyer has satisfied all claims of Epicor, all goods delivered remain property of Epicor, whether they are already put into use by the buyer or not. Epicor reserves the right to claim and take the goods immediately, in case the buyer does not pay the amount due before or ultimately on the expiry date or in case he liquidates, he applies for a moratorium, he is in state of a bankruptcy, or he is placed under legal restraint. The buyer is entitled, despite the condition of ownership, to use the goods in his company in a normal way. All other actions of disposal are forbidden for the buyer, such as for example connecting the goods for the benefit of third persons, for example banks, by means of placing a right of distraintment on the goods or anything else.
9. **GUARANTEE AND DELIVERY POSTPONEMENT.** Epicor can postpone future deliveries for as long as the buyer did not meet his payment obligations of already executed deliveries. Furthermore, Epicor reserves the right in these cases, as well as in any other case in which Epicor doubts the creditworthiness of the buyer, to request the buyer a bank guarantee – or an other form of security – worth the purchase price of the new delivery. All of this before Epicor has the obligation to deliver the goods.

10. **GUARANTEE.** The goods of Epicor are guaranteed in accordance with the guarantee the goods manufacturer gives. This can vary, unless otherwise agreed in written.
11. **COMPLAINTS AND SENDING BACK.** In case the buyer has any complaints concerning the goods delivered, he must inform Epicor of this in written and 14 days after the delivery. Complaints concerning the goods, exceeding this date, are not taken into consideration anymore. In case the buyer wants to send goods back to Epicor, this is only possible after the buyer has received the written approval of Epicor. All other goods sent back, will be refused.
12. **INDEMNIFICATION.** Epicor does not accept any liability for damages caused by whether or not missing, breakdown or malfunctioning of parts and/or apparatus and it is previously acceptable that the manufacturer of the goods can be held liable for this. On demand of the buyer, Epicor will give the name of the manufacturer.
13. **PRICES.** In case the costs of Epicor, between the moment of order confirmation and the moment right before the actual delivery, have increased caused by exchange fluctuation, a wage increase, an increase of the prices of rough materials or caused by measurements taken by the own or foreign government, Epicor has the right to add these extra costs to price of the goods purchased.
- 14.A. **EXPENSE CONTRIBUTION.** Epicor reserves the right to add an expense contribution of 20 € for orders with an invoice amount of less than 150 € VAT exclusively.
- 14.B. **POSTAGE COSTS.** Epicor reserves the right to add postage costs for orders with an invoice amount of less than 500 €, VAT exclusively, unless otherwise agreed.
15. **PAYMENT.** The payment of every amount invoiced, VAT inclusively, has to be executed within 30 days after the date of invoice. The payment must be executed or in cash in Vlaardingen, or through remittance on the bank account of Epicor. The payment must be executed without the right to any compensation or set off, costs and/or reduction into account, with the exception of the reduction mentioned hereafter. In case the payment is executed within 10 days after the date of invoice, the buyer enjoys 2% reduction on the purchase price VAT exclusively. This can only vary, unless otherwise agreed in writing. In case the goods are delivered in 2 or more occasions, every part will be invoiced separately. In case an invoice was not paid on the latest given day, this invoice and any other unpaid invoice shall be immediately due and payable. Epicor has the right, on the basis of this default, to conclude that it will also be impossible for the buyer to satisfy all his other payment obligations. In principle, the payment obligations of the buyer are not postponed, unless the buyer has a clearly valid complaint concerning the invoice he has to pay, and the

- postponement will only take place for the payment obligations concerning the part the buyer claims to be of inferior quality.
16. **DEFAULT.** In case the buyer did not pay on the latest given day, the buyer will be in default by force of law and for every invoice, which is paid to late beginning from the date of this default, he will be charged with an interest of 12% per year or the legal percentage as referred to in article 6:119a of the Dutch Civil Code, if it would be higher. Furthermore, the buyer will have to pay an amount for non-legal collection costs equal to 15% of the unpaid invoices, with a minimum of 150 €. The amount of the collection costs depend on the amount to be collected and it will be calculated according to the directives of the Dutch Bar. All payments executed by the buyer shall first cover the interests and costs due and thereafter the oldest claimable invoices, even if the buyer has mentioned that these payments relate to later invoices.
  17. **RESCISSION OF THE PURCHASE AGREEMENT.** In case of default, Epicor can request instead of fulfilment, the complete or partial rescission of the purchase agreement together with damages, to be fixed in proportion. These damages must minimum comprise a compensation for the lost profit, for the losses suffered and for the expenses Epicor has to incur in order to get possession of the goods and to bring them back in the original state. In addition to these damages, the buyer has to pay Epicor an immediately claimable fine of 25% of the purchase price (VAT exclusively).
  18. **CONDITIONS EXPORT CONTROLE / RESALE CONDITIONS.** The buyer is reminded that the export of the goods, delivered by Epicor, outside the Benelux, or resale or export to companies in the nuclear industry of for nuclear purposes, is only possible after approval of the Ministry of Economic Affairs and the “Office of Export Control” in Washington DC 20230.
  19. **COMPUTER DATA BANK.** With regard to the legal conditions, in case this is businesslike needed, personal information will be filed and handled.
  20. **APPLICABILITY LAW AND DISPUTES.** The Dutch law is applicable to all our agreements. The competent judge in the district of Rotterdam will deal with any and all disputes, pursuant to the present agreement.
  21. **PREVAILING TERMS** These general terms have been drafted in Dutch and English language. In case of a contradiction between the Dutch and English version, the Dutch version shall prevail.
  22. **BY-LAW.** Epicor declares that the goods delivered by us do not come under by-law 3351/83.
  23. **REGISTRATION.** These general conditions are registered at the Chamber of Commerce in Rotterdam number 24247177. Separate exemplars are available on request at the board.