

# General Purchase and Sales Conditions ROTOR B.V.

filed by ROTOR B.V. in Eibergen the Apeldoorn Chamber of Commerce under no. 479 and with the court registry of the Zutphen District Court on 01-11-2000

## Article 1 - General

1. The following General Purchase and Sales Conditions shall form part of all purchase and sales contracts to be agreed by Rotor B.V..
2. Rotor B.V. shall not accept any third party purchase or sales conditions unless agreed otherwise in writing.
3. These General Purchase and Sales Conditions shall apply unconditionally unless agreed otherwise.
4. In the event of the export of goods, the 'Quotation and Transaction Details for Export (DOCE-513-1000)' shall apply in addition to these General Purchase and Sales Conditions.
5. 'Export' is understood to refer to all deliveries to companies, institutions or entrepreneurs not actually registered in the Netherlands.

## Article 2 - Realisation of the agreement

1. All offers to be made by seller shall be revocable until the moment of acceptance, unless stipulated otherwise in writing.
2. Parties shall not be liable for errors in and/or changes to illustrations, drawings, prospectuses, price journals, catalogues or offers issued by them. Details issued by parties shall not be binding until they have been laid down in an agreement signed by both parties.
3. The details, illustrations, drawings, specifications, etc. issued by parties shall remain their property and may not be placed at the disposal of third parties without prior written approval from the issuing party.
4. Verbal promises and agreements shall not be accepted unless they are immediately confirmed in writing.
5. No agreement shall have been made until it is laid down in writing, either by means of an order confirmation or by signing the agreement.
6. Changes to an agreement (inclusive of changes to prices and delivery times) shall apply only in so far as these have been agreed in writing.

## Article 3 - Delivery

1. All deliveries shall be "ex factory" (in accordance with Incoterms 2000, condition EXW).
2. If for whatever reason buyer does not take receipt of the goods to be delivered on the agreed date of delivery, seller shall store these goods for buyer's account and risk.
3. If buyer wishes to inspect the goods to be delivered before supply, he must inform the other party on signing the agreement. If buyer fails to do so within 10 days after he has been informed in writing by seller that the goods are ready for inspection, the goods involved are deemed to have been delivered and shall be for buyer's risk.

## Article 4 - Delivery time

1. The delivery time shall become effective on the day the agreement is signed, unless buyer is to provide documents, permits, etc for the execution of the agreement. In the latter case the delivery time shall commence at the time buyer has made such documents or permits available to seller and seller has accepted those documents or permits.
2. The delivery time is based on the (working) conditions applicable at the time the agreement is signed.  
If necessary, the delivery time may be extended if the working conditions change through no fault of seller or if materials ordered on time are not delivered to seller on time.
3. With the exception of gross negligence by seller, exceeding the delivery time shall not entitle buyer to claim dissolution of the agreement.
4. Seller shall not accept any penalty clause related to exceeding the delivery time.

## Article 5 - Price

1. All prices quoted by seller are exclusive of VAT or any other levies pertaining to the delivery and are based on delivery "ex factory", without packaging.
2. All prices quoted by seller shall be fixed for a term of three months. Following this term seller shall be entitled to unilaterally amend the prices agreed, if circumstances at the time the agreement is signed have changed.

## Article 6 - Payment

1. Payment of the goods supplied shall take place within 30 days of the invoice date. Payments shall take place without deduction. Set-offs shall not be permitted.
2. Payments in the agreed currency shall take place in cash at seller's office or to seller's bank account as stated on the invoice.
3. Following late payment seller shall be entitled to charge buyer statutory interest.
4. While buyer fails to meet his obligations of payment in full, the goods supplied shall remain seller's property. If the payment is not made, seller shall notify buyer and be entitled to collect (have collected) the goods delivered without recourse to the court. Buyer shall allow seller unobstructed access to the delivered goods for this purpose.
5. Following notification all collection costs to be incurred by seller, both in and out of court, shall be for buyer's account.
6. If supplies are not paid (in time), seller shall be entitled to suspend any subsequent deliveries.

## Article 7 - Guarantee and complaints

1. Seller guarantees the reliability of the services and goods it has supplied as well as of the materials used in these products, with the exception of the materials supplied by buyer.
2. For a period of twelve months following delivery, seller shall repair or make available replacement parts for all parts that have been proven to be unreliable. Seller shall decide whether to opt for repair or replacement or where the repairs are to be made.
3. Seller's obligation shall lapse if
  - a. seller is not informed in writing of the unreliable operation of any part within fourteen (14) days after it has been found;
  - b. it concerns normal wear and tear;
  - c. buyer has failed to follow the operation and maintenance instructions provided by seller;
  - d. buyer uses the goods delivered improperly, if buyer makes repairs to the delivered goods or has these repairs made by third parties or if buyer uses the goods supplied for a purpose other than indicated on signing the agreement.
4. The repaired or replaced part shall again be subject to a guarantee term of twelve (12) months, effective from the date the repair or replacement was realised, however up to a maximum of twenty-four (24) months following the original delivery of the goods.
5. Any costs incurred by seller exceeding the immediate costs of repair or making available the replacement parts shall be for buyer's account and shall be charged separately.
6. Seller shall be entitled to suspend its guarantee obligations if buyer fails to meet his payment obligations.

## Article 8 - Force majeure, suspension and liability

1. In the event of a temporary case of force majeure, regardless of the affected party, parties shall agree a manner in which the agreement is to be continued - whether or not in an amended set-up - after the situation of force majeure has ended. Claims for compensation shall not be accepted, except if the party who suffered the force majeure has benefited from the temporary situation of force majeure.
2. In the event of a continuing situation of force majeure, regardless of the affected party, the agreement shall be considered dissolved. In this situation parties shall agree on the implications of the dissolution, including any claims to damages.
3. If either party fails to meet any of its obligations applicable under the agreement, without a case of force majeure, then following notification the other party shall be entitled to suspend its obligations, without prejudice to its right to claim dissolution of the agreement as well as compensation.
4. Seller shall never be liable for compensating any consequential losses suffered by buyer, of whatever nature.

## Article 9 - Disputes

1. Dutch law shall apply to all agreements to be concluded by Rotor B.V..
2. Any dispute arising from an agreement entered into by Rotor B.V. shall be exclusively settled by the competent court in Amsterdam.

Eibergen, November 2000

*In case of dispute the Dutch version is binding.*

## QUOTATION AND TRANSACTION DETAILS FOR EXPORT

These quotation and transaction details form an integral part of our offer or confirmation of order by letter, or by fax, or by e-mail. All clauses mentioned below are applicable, unless a different statement is given in our offer or confirmation of order, by the latter acknowledging acceptance of an order.

### A. All prices are:

1. Quoted in EUR.
2. Without engagement.
3. Strictly net exclusive of commission.
4. Based on delivery ex works Eibergen - The Netherlands.
5. Inclusive standard packing for transportation in The Netherlands in lorries on open pallets.
6. Exclusive of costs for seaworthy or airworthy packing.
7. Exclusive of carriage, ocean freight, clearing, import duties, taxes, fees and any other costs levied on imports.
8. Exclusive of insurance starting after loading in Eibergen - The Netherlands.
9. Exclusive costs for legalisation of documents by Chamber of Commerce and /or Embassy.

### B. Terms of delivery:

In accordance with ICC Incoterms 2000.

### C. Payment:

Subject to approval by The Netherlands Credit Insurance Co., Amsterdam.

C1. Deferred payment for orders delivered ex works bound for the The Netherlands or neighbouring countries within 30 days net after date of invoice  
(Late payments will be liable to charging interest.)

or  
for all other orders and destinations up to 10,000 EUR by Telegraphic Transfer in advance

or  
above EUR 10,000 with irrevocable documentary credit, confirmed by ABN-AMRO Bank and available at sight at their counters for 100% of the invoice value, to be opened in our favour, when ordering.

For details of Letter of Credit see D.

### D. Details of Documentary Credits:

#### Advising bank to be:

ABN-AMRO Bank  
Documentary Credits Service Unit 3B  
AR 1030  
P.O. Box 669  
1000 EG Amsterdam - The Netherlands  
Fax : +31-20-6283693  
Rotor account no.: 45.10.87.518  
Swift code : ABNANL2A

Documentary Credits subject to: ICC Uniform Customs and Practice for Documentary Credits,  
ICC Publication no. 500, copyright 1993.

Please always instruct your issuing bank to have the irrevocable Documentary Credit confirmed towards us as beneficiaries, at our expense, by the above-mentioned advising bank.

The credit to be payable at sight at the counters of ABN-AMRO Bank, office Amsterdam, on our presentation of following documents for ex works delivery:

- Commercial invoice
- Bill of lading
- Packing list

Documentary Credit to be advised and agreed at least 4 weeks before date of delivery of goods ex works or shipment.

Expiry date of Documentary Credit to be 21 working days after date of delivery ex works or shipment.