

**SALES AND CONSTRUCTION CONDITIONS OF
TRANSPORTBANDENFABRIEK EA BROEKEMA B.V.**

Version 05/2013

I. Validity / Offers

1. These General Sales Conditions in their latest version shall apply for all current and future contracts and other performances. Buyer's conditions are not binding for us, although if we did not expressly object these conditions after having received same.
2. Our offers are subject to confirmation; accordingly, we reserve the right to revoke our offers until acceptance by the buyer.
3. Our General Sales Conditions apply to entrepreneurs and legal persons under public law.
4. Deviations of the delivered item shall be permissible subject to the respective DIN-EN standards or other relevant technical standards. This shall also apply to any derogations in structure, color or chemical or physical composition of the delivered item or individual parts thereof, insofar as they are in the nature of the used materials (natural rubber and similar) and are of merchantable quality.

II. Prices

1. Our prices are to be understood in EURO unless otherwise agreed and shall apply ex works, excluding packing and plus the respective value added tax. Prices may be agreed non-binding or binding. In case of agreed binding prices we are bound to same if the deliveries and performances have to be provided within four weeks after conclusion of the contract. Otherwise we are entitled to price increases provided that these serve to cover our costs. In case of contracts relating to partial deliveries (successive delivery contracts) we are entitled to price increases which we generally achieved in the market. In the event of continuous obligations, especially long term contracts, deliveries and performances are made at the prices being valid on the day of delivery.
2. If we deliver the merchandise packed, we shall invoice the package at net cost price; we take back packings delivered by us within the statutory regulations if the buyer returns same to us within a reasonable term and freight paid.

III. Payment and set-off

1. Our invoices are payable from the due date of the payment claim (offer of our performance to the customer as it is owed), unless otherwise agreed. Payment day is deemed to be the day on which we can dispose of the invoice amount. At the latest 10 days after our claim became due, the buyer is considered to be in default without having to send him a reminder.
2. We assert the right to accept bills. Bills are only accepted on account of performance and shall be considered as payment only after encashment. Discount charges and other costs shall be borne by the buyer.
3. Counterclaims being contested by us or being of no legal force do not entitle the buyer neither to refusal of performance nor to retention of payment acc. to Art. 3:290 BW nor to set-off payment. Claims of the buyer deriving from the business relationship may only be assigned with our written consent.
4. If payment is delayed, but at the latest from the time of default, we shall be entitled to invoice statutory interest acc. to Art. 6:119a BW.
5. If – after conclusion of the contract - it becomes apparent that our payment claim is jeopardized due to buyer's inability to pay, then we shall be entitled to rights arising from Art. 6:263 BW (Plea of uncertainty). We then shall also be entitled to make due for payment all not barred claims from our current business relationship with the buyer. In the event of default in payment we shall also be entitled to demand – at the end of a reasonable period of grace – that the goods have to be returned to us and we can prohibit the resale and further processing of the delivered goods. When taking back the goods this shall not be considered as withdrawal from the contract. The buyer can avert all these consequences by payment or provision of a security to the value of the endangered payment claim.

IV. Delivery times

1. Delivery times and dates are adhered to if by their expiry the delivered item has left our factory, provided that the agreed delivery times and dates are not exceeded by more than two weeks. Delayed deliveries and performances due to Force Majeure, natural disasters as well as non-culpable labor disputes, traffic or industrial disruptions, shortage of raw material and similar reasons at our facilities or at any of our suppliers' shall entitle us to withdraw from the contract in part or whole or to extend the delivery period for the duration of the hindrance caused by these circumstances – but no longer than two months – without recourse for the buyer against the seller for neglect of duty. The buyer shall be entitled to withdraw from the contract if the above mentioned reasons lead to an extension of the delivery times of more than two months; however, the buyer shall be free to exercise his legal withdrawal rights at an earlier date - for reasons such as the basis of the transaction had ceased to exist or because of other circumstances.

V. Reservation of title

1. All delivered goods shall remain our property (goods subject to reservation) until we received the full amount of the contractually agreed purchase price.
2. The buyer may sell the reserved goods only within the scope of an

ordinary and proper business transaction and under his ordinary sales conditions and as long as he is not in default.

3. The buyer has to inform us without any delay about any distraint or other impediment through a third party.

VI. Performance of deliveries

1. In case of a sale to destination the buyer shall bear the risks of accidental loss and accidental deterioration of the goods as soon as they have been handed over to the person executing the shipment. Duty and costs of discharge are for the account of the buyer. We shall only insure the goods on buyer's instructions and for his account.
2. We are entitled to partial deliveries and performances unless according to contractual agreements the deliveries and performance have to be made completely and uniformly and provided that partial deliveries and performances are reasonable for the buyer. Buyer's possible claims shall remain unaffected; in particular the buyer shall have the right – where the legal preconditions are met – to hold back his payments until the completion of the delivery and in case of default with regard to the remaining delivery or the impossibility to deliver the remaining delivery, to withdraw in whole from the contract or to claim compensation for the damages incurred. Partial deliveries and performance do not have any influence on a possibly existing delay of the seller.
3. In case of orders on call we are entitled to produce or let produce the whole ordered quantity en bloc. Unless otherwise agreed upon, it is not possible to consider requests for change once the order has been placed. If no fixed arrangements with regard to call-off dates and quantities have been concluded and the buyer thus can call off the respective quantity of goods according to his needs, we shall only deliver within the context of our delivery and production possibilities. Should the merchandise not be called as agreed upon, then we are entitled to invoice the goods after a reasonable period of grace; payment of the invoice has then to be made according to clause III/1.

VII. Liability for defects

1. In case of a founded, prompt notice of defect we may at our choice repair the defect or deliver a defect-free item. Should the elimination of the defect or a subsequent delivery fail, then the buyer may either reduce the purchase price or – after having set an appropriate deadline and this deadline failed - withdraw from the contract.
2. Expenditures arising because the sold merchandise has been brought to a place other than the place or the branch of the buyer are not taken over by us. Additional costs which arise because the defect-free goods are delivered within the context of the remedy of defects to a place other than the originally agreed one shall be borne by the buyer.
3. The buyer may only claim (possible) defective goods, if he allows us to convince ourselves of the defect and/or he make us available upon demand the rejected goods or samples of it.
4. Further claims are excluded according to paragraph VIII. This especially applies to claims for damages which did not originate in the goods themselves (damages caused by a defect).

VIII. General limitation on liability and statute of limitation

1. We shall only be liable for contractual and extra-contractual duties, especially for impossibility, default and tortious actions – also for our senior executives and other vicarious agents – in case of intention or gross negligence, limited to the foreseeable damage at the time when the contract was concluded.
2. These limitations shall not apply in case of culpable offence against essential contractual duties, insofar as the achievement of the contractual goal will be endangered, in cases of compulsory liability according to the Law on Production Liability Act (Art. 6:135 BW), in case of injury of life, body or health (personal injuries) and if and insofar as we maliciously concealed defects in the item or guaranteed their absence. The provisions concerning the burden of proof shall remain unaffected hereby.
3. Unless otherwise agreed upon, contractual claims which arose upon the buyer against us on occasion of or in connection with the delivery of goods shall become time-barred one year after the delivery of the goods.

IX. Copyright

1. We reserve the property right and copyright on all offers, draft, drawings and other documentation which may only be disclosed to third parties in agreement with us. Drawings and other documentation being part of an offer have to be returned to us upon demand.
2. In the event that we delivered subjects according to drawings, models, patterns or other documents of the buyer, it is the buyer who shall be liable that protective rights of third parties are not violated. If a third party forbids us to produce and deliver such items through recourse to their protection rights, then we are entitled to stop any further activity – without being committed to review the legal situation – and in case of buyer's fault, to demand damage compensation. Further the buyer obliges himself to release us

promptly from all relating claims of third parties. Where it can be legally determined that the prohibition was contrary to law, we shall restart our activity without delay. If the third party is not able to reimburse us the judicial and extra-judicial costs occurred in connection with the elimination of the prohibition, the buyer shall be liable to us for the default.

x. Trial parts, moulds, tools and constructions according to buyer's designs

1. In the event that the buyer has to supply parts which are necessary for the performance of the order, then he will have to deliver same in time, free of charge and defects, free production site in the quantity needed and/or with a reasonable extra quantity for possible scrap. In case of failure, thus arising costs and other consequences shall be for the account of the buyer.
2. The production of trial parts inclusive the costs for the moulds, tools and other devices are for the account of the buyer.
3. Property rights in moulds, tools and other devices acc. to clause 2 which are necessary for the production of ordered parts are attributed exclusively to us. If such devices become unusable before the agreed quantity is produced, the costs incurred for the replacement shall be borne by us. Our liability for tools, moulds and other production devices provided by the buyer is limited to the same care as exercised in own matters. Costs for maintenance and care shall be borne by the buyer. Our duty of retention expires – independent of buyer's property rights – at the latest two years after the mould or the tool has been used last time; after the retention period has expired we may at any time request their return.

xi. Place of performance, jurisdiction and applicable law

1. Place of performance for our deliveries shall be our principal place of business. Place of jurisdiction for merchants is the domicile of our main office. We can also claim against the buyer at his place of jurisdiction.
2. All legal relationships between ourselves and the buyer shall be governed – in addition to these provisions – exclusively by Dutch law, excluding thereby the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11-04-1980..