

General conditions of delivery and sale of the

Private Liability Company MAN Rollo B.V.

established at Zoetermeer

filed with the Clerk of the District Court ("Arrondissementsrechtbank") of The Hague, The Netherlands on 4th January 1994 under No. 1/1994
These terms supersede the terms of 14th July 1986

Article 1 - Applicability

- 1.1 These general conditions apply to all offers, contracts of sale and the rendering of services by MAN Rollo.
- 1.2 Only these general conditions are applicable to all offers and contracts of MAN Rollo, regardless of a possible (earlier) reference of the Purchaser to his own or other general conditions. MAN Rollo explicitly rejects the general conditions which are declared applicable by the Purchaser, unless explicitly agreed otherwise in writing.
- 1.3 Deviating conditions shall be valid only when confirmed in writing by MAN Rollo and then only for the contract to which they refer. For the rest these general conditions remain applicable.
- 1.4 The authority of the representatives of MAN Rollo to act for MAN Rollo shall not go beyond common usage. These representatives are not allowed to deviate from these general conditions except in the event that they receive explicit authorization thereto from MAN Rollo to be given in writing for each contract separately.

Article 2 - Offer and acceptance

- 2.1 All offers of MAN Rollo shall be made without engagement, unless explicitly agreed otherwise in writing.
- 2.2 A contract will be formed when MAN Rollo has accepted the offer in writing or has started performance of the contract.
- 2.3 Verbal agreements shall not be binding unless confirmed in writing by MAN Rollo.
- 2.4 All illustrations, catalogues, drawings and statements referring to dimensions and weights supplied by MAN Rollo, are made according to MAN Rollo's best effort but these shall not be binding on MAN Rollo. The aforementioned documents can not be regarded as any form of warranty whatsoever. These documents remain the property of MAN Rollo and shall not be copied nor handed or shown to third parties. The supply of detail drawings by MAN Rollo shall not be mandatory.

Article 3 - Prices and tariffs

- 3.1 Unless agreed otherwise, prices shall not include packing and transportation costs.
- 3.2 If, between the moment of concluding the contract and the time of delivery, there is a deviation in the factors which determine the costprice, including but not limited to an increase in costprice and tariffs for materials, wages, social taxes and charges, import duties, purchase tax upon import and/or value added tax ("VAT"), transportation costs, (manufacture) prices of suppliers as well as changes in exchange rates, MAN Rollo reserves the right to adjust its prices.
- 3.3 In the prices are not included the costs for possible changes or additions which have to be made as a result of the torsional vibration calculation or torsional vibration measurements. Neither are included in these prices the costs in connection with possible desired torsional vibration measurements.

Article 4 - Delivery time

- 4.1 All delivery times mentioned in offers, order confirmations and contracts are stated in good faith but are not of the essence and therefore not binding.
- 4.2 Any prolongation of the delivery time shall never entitle the Purchaser to any damages, annulment of the contract or noncompliance with any obligation that may arise from the present contract or any other contract related to the present contract.

Article 5 - Delivery

- 5.1 Unless agreed otherwise all deliveries shall be considered being completed the instant the products leave the warehouse of MAN Rollo, so that all subsequent risks shall be borne by the Purchaser.
- 5.2 If MAN Rollo takes care of transportation, this will be for the account of the Purchaser. The risk of the products will then be borne by the Purchaser as soon as the products are delivered at the delivery address as stated by the Purchaser.

Article 6 - Assembly, services and repairs

- 6.1 Unless agreed otherwise, assembly, services and repairs are for account of the Purchaser.
- 6.2 In case assembly or installation will be carried out by MAN Rollo this will take place under the following conditions. These conditions are also applicable in case of services, repair and dismantling by MAN Rollo.
 - a. The Purchaser shall render such assistance as can be reasonably demanded, and in particular:
 - The Purchaser shall make available to the mechanic or mechanics of MAN Rollo free of charge and to an adequate extent auxiliary labour as well as scaffolding, gantries, lifting tackle and conveying machines, ladders and similar equipment;
 - Unless the products are intended for outdoor use, the Purchaser shall ensure that

all assembly or installation work can be carried out in an area which shall be sufficiently protected against the weather conditions and which shall be adequately illuminated. It shall be possible to properly close and lock that area.

- b. For account of the Purchaser are all auxiliary activities and materials required therefore like:
 - Transportation of the products from the place of delivery to the foundation on the installation site;
 - Fuels and lubricants;
 - Activities carried out by other workmen, including all materials required therefore, when these materials and activities have not been specifically described in writing in the offer or order confirmation.
 - c. For account of the Purchaser are also all additional costs and in particular:
 - Travelling and accommodation expenses incurred by the mechanic of mechanics;
 - All costs incurred through circumstances preventing assembly work from being carried out during regular (daytime) working hours.
 - d. Should the mechanic or mechanics of MAN Rollo not be able - due to circumstances beyond the control of MAN Rollo - to begin and/or to continue in a regular manner the assembly or installation, all ensuing costs shall borne by the Purchaser.
- 6.3 The Purchaser shall sign the time-sheets filled in by the mechanic.
 - 6.4 Without due authorization by MAN Rollo, the mechanic shall not be required to work longer hours than allowed by law or by a collective agreement that is valid for the branche of industry in question.
 - 6.5 After the mechanic shall have terminated his work and the products supplied have been put into operation, assembly shall be considered completed. If the Purchaser wants to retain the services of the mechanic after the termination of his work or if at a later date he requires the presence of a mechanic in order to inspect the products supplied, the wages, travelling and accommodation expenses of the mechanic shall be charged to the Purchaser.
 - 6.6 In case MAN Rollo is not required to carry out the installation, and MAN Rollo should request permission to check the installation of the products supplied by it prior to the putting into operation, its request shall be complied with.
 - 6.7 If the products delivered do not function properly after receipt or installation, and it is evident that this fact is not due to the products supplied, all costs of modification and suchlike shall be borne by the Purchaser.
 - 6.8 During both assembly and repairs the Purchaser shall be fully liable for all tools and other property of MAN Rollo, so that in case of theft or loss the Purchaser shall be charged with the replacement value.

Article 7 - Inspection and Trials

- 7.1 The Purchaser is entitled to have the opportunity to inspect the products at the factory before delivery.
- 7.2 All costs of this inspection shall be borne by the Purchaser.
- 7.3 If after completed assembly the Purchaser requires a formal acceptance trial, the latter shall be carried out not later than two months after completion of the assembly. This trial shall be subject to the usual industrial tolerances.
- 7.4 MAN Rollo shall be entitled prior to the formal acceptance trial to carry out a provisional trial in order to check the products supplied by them and make any necessary adjustments.
- 7.5 All costs connected with this trial shall be borne by the Purchaser.

Article 8 - Payment

- 8.1 Payment will be made according to the stipulations in the contract. If the contract contains no stipulations in that respect payment needs to be made as follows. One third of the amount has to be paid at the time of placing the order, one third after one half of the delivery time has expired and one third before delivery.
- 8.2 Payment has to be made within 30 days after the date of invoice, without deduction or compensation, at the office of MAN Rollo or to a bank or giro account to be indicated by MAN Rollo.
- 8.3 For additional security of payment, MAN Rollo is entitled at any time to demand payment in advance of the purchase price, or to demand any other form of security from the Purchaser. If the Purchaser does not comply with the demand of MAN Rollo to advance payment of the purchase price or to give security in any other form, the stipulations in article 14.1 are applicable.
- 8.4 If MAN Rollo has one or more claims on the Purchaser which are not resulting from delivered products or products to be delivered or services rendered or services to be

rendered by MAN Rollo and which are not claims regarding breach of such contracts, payment received from the Purchaser will first be credited to the first mentioned claims.

8.5 Payments by the Purchaser will furthermore be credited to all interests and costs which are owed by the Purchaser and thereafter to all invoices which are due for the longest period of time, regardless whether the Purchaser states that payment regards a later invoice.

8.6 If the Purchaser does not, on a timely basis or completely fulfil one or more of his payment obligations, the Purchaser will owe interest to MAN Rollo from the due date on of a percentage which is 3% higher than the "promesse disconto" of the Dutch Bank per month or part of a month; a part of a month shall be counted as a full month. Furthermore the Purchaser owes the extrajudicial costs with a minimum of 15% of the amounts in arrear as well as all judicial costs, even if a possible condemnation in the costs of the proceeding will be lower than the costs actually made.

8.7 If, after arrival of the products, the start or termination of the assembly is postponed or delayed, the putting into operation of the products shall be considered to have taken place two months after dispatch of the products, and payment of subsequent instalments shall take place accordingly.

8.8 If on request of the Purchaser the delivery of the products shall take place at a later date than agreed upon, the Purchaser remains obliged to consider the instalments of payment as originally agreed upon. The storage of the products in the warehouse of MAN Rollo or elsewhere shall take place for account and at risk of the Purchaser. The costs of storage shall be paid before delivery of the products.

8.9 Any failure to comply with the conditions of payment shall release MAN Rollo from its obligations, including its warranty-obligations.

8.10 The Purchaser shall not be entitled to suspend or refuse payment based upon the fact that MAN Rollo has not, not yet or not fully complied with its warranty-obligations.

Article 9 - Retention of title

9.1 Title to all products sold by MAN Rollo to the Purchaser shall remain with MAN Rollo for as long as the Purchaser has not paid the claims of MAN Rollo resulting from this contract or from similar contracts, and as long as the Purchaser has not paid the claims of MAN Rollo with regard to services which are rendered or have to be rendered based upon this contract or upon similar contracts and as long as the Purchaser has not paid the claims of MAN Rollo because of breach of such contracts, including claims with regard to penalties, interests and costs.

9.2 For as long as the Purchaser has not paid the claims as referred to in article 9.1, he is not entitled to sell the products or to create a possessory or non-possessory lien on these products or to create any other encumbrances on these products. The Purchaser binds himself to declare at MAN Rollo's first request to third parties who want to create such a right on the products that he is not entitled to create a lien on these products. The Purchaser binds himself not to undersign a deed in which a lien is created on the products, in which case the Purchaser would be guilty of embezzlement.

9.3 In addition to the retention of title as referred to in article 9.1, the Purchaser binds himself at first request of MAN Rollo to that effect, to reserve on behalf of MAN Rollo the right to create a non-possessory lien and, if such is deemed necessary by MAN Rollo to create a non-possessory lien on behalf of MAN Rollo on the products delivered to him by MAN Rollo for the security of all existing and future claims of MAN Rollo, regardless the nature thereof.

9.4 The Purchaser is obliged to grant MAN Rollo or third parties as indicated by MAN Rollo, access to the place where the products delivered are stored, especially in those cases in which MAN Rollo is entitled to reclaim the products according to the law or according to the stipulations of this contract.

Article 10 - Warranty

10.1 During a period of 6 consecutive months, starting on the date of putting the products into operation, but not later than 30 days after delivery from factory or warehouse or - in the case of products that do not require putting into operation - on the day of delivery, MAN Rollo is obliged to repair or replace all components of the products supplied, which in the opinion of MAN Rollo have become faulty due to unsound materials or defective construction. If the installation is operative day and night, the present warranty shall apply to a period of 3 consecutive months, starting on the date mentioned above. All replaced components shall be immediately dispatched to MAN Rollo postfree and shall become the latter's property. Repairs will never be covered by a warranty.

10.2 The present warranty shall not go beyond the free supply of a new component in replacement of a faulty one. Costs of assembly are not included in the warranty. Should the visit of a mechanic be necessary for replacing or repairing the faulty component, all labour, travelling and accommodation expenses shall be charged to the Purchaser.

10.3 For components that have become faulty due to other causes such as but not limited to, unsuitable fuels, lubricants, overloading, poor foundation, chemically unsafe cooling water, injudicious treatment, accidents, breakdowns, and all faults of which the cause can not be clearly determined, MAN Rollo does not grant any warranty. Wear and tear is never covered by any warranty.

10.4 The present warranty obligation shall cease to be operative when the Purchaser carries out or causes to be carried out on his own initiative any modifications or repairs of the products supplied during the warranty period, or when these products are being used for other than normal industrial purposes.

10.5 The present warranty shall apply only to that part of the installation that has been manufactured in the factory represented by MAN Rollo. Parts of the installation which have to be purchased by MAN Rollo from other sources shall be solely subject to the warranty conditions which MAN Rollo has obtained from the suppliers concerned.

Article 11 - Liability

11.1 Undiminished the warranty-stipulations MAN Rollo explicitly rejects all liabilities towards the Purchaser which go beyond the warranty-obligations, for all damages regardless the nature thereof, including all direct and indirect damages like consequential and industrial damages, except for the liability for damages which is caused by intentional or highly negligent conduct of MAN Rollo.

11.2 If and insofar MAN Rollo would be liable in any way whatsoever, such liability will always be limited to the invoice-value of the per formance which gave rise to the damage. MAN Rollo will only be liable up to the amount for which MAN Rollo is maximally insured.

11.3 In case of proper torsional vibration calculation can not be performed because data are not or incompletely supplied or inaccurate, or if it appears from the negative result of the calculation that changes are necessary and the Purchaser does not execute these changes, MAN Rollo is not liable for damages which are caused by torsional vibrations.

11.4 MAN Rollo is not liable for damages in case the Purchaser does not have torsional vibration measurements performed or in case the Purchaser does not execute the changes as suggested by MAN Rollo in connection with the torsional vibration measurement as performed.

11.5 MAN Rollo is not liable for costs, damages and interests which are caused by actions or omissions of personnel employed by MAN Rollo. The Purchaser is obliged to exempt MAN Rollo from all claims of third parties with regard to such costs, damages and interests and to keep MAN Rollo indemnified with regard to such claims.

Article 12 - Complaints

12.1 The Purchaser is obliged to check upon delivery of the products whether the delivery conforms to his order. In case the delivery does not conform to his order, the Purchaser has to report such in writing to MAN Rollo within 5 working days after delivery, stating his complaints. Complaints with regard to visible damages also need to be reported in writing within 5 working days after delivery.

12.2 The Purchaser is obliged to report in writing to MAN Rollo non-visible defaults regarding the product within 14 days after he has discovered the default, or could have discovered the default.

12.3 The Purchaser is obliged any time to grant MAN Rollo the opportunity to repair possible defaults.

12.4 If the delivered products do not work well after delivery or instalment and it appears that the delivered items are not faulty, the costs of changes etc. shall be borne by the Purchaser.

Article 13 - Force majeure

13.1 MAN Rollo is not obliged to any performance whatsoever if MAN Rollo is not able to perform its duties because of circumstances beyond its fault and which are neither for the account and risk of MAN Rollo by force of law, equity or contract.

13.2 If MAN Rollo, because of force majeure or any other exceptional circumstances, including but not limited to, non-delivery or not timely delivery to MAN Rollo by its supplier, or if the products sold by the supplier to MAN Rollo do not or not timely reach MAN Rollo, MAN Rollo is entitled to perform the contract within a reasonable time or, in case performance within a reasonable time is not possible, to annul the contract partially or completely.

13.3 The Purchaser is in the event of force majeure or exceptional circumstances not entitled to annulment of the contract and/or damages.

Article 14 - Suspension and annulment

14.1 If the Purchaser does not, on a timely basis or properly perform one or more of his duties under the contract and if the Purchaser, after having received a proper notice of default still has not performed his duties within a reasonable time, MAN Rollo is entitled without judicial interference and without being obliged to indemnify the Purchaser in any way, to suspend its obligations and/or to annul the respective contract in writing with immediate effect, undiminished all other rights of MAN Rollo.

14.2 MAN Rollo is entitled, in addition to all its other rights, to annul the contract with the Purchaser in writing with immediate effect, without a notice of default, without judicial interference and without being liable to the Purchaser in any way whatsoever, or to suspend all its obligations, if the Purchaser is not able to or does not fulfil his due debts or does not fulfil his payment obligations, is declared insolvent or if bankruptcy proceedings have been instituted by or against the Purchaser, a petition for an official moratorium is filed or if the Purchaser discontinues his company and/or the possessions of the Purchaser are placed under attachment and the attachment will not be lifted within thirty days after the date of attachment.

Article 15 - Applicable law and disputes

15.1 All contracts between MAN Rollo and the Purchaser are governed by the laws of The Netherlands.

15.2 All disputes, including the disputes which are regarded as such by one of the parties, arising between the parties in connection with this contract or contracts which are sequence to this contract, will be decided by an arbitration board, unless MAN Rollo chooses to have the dispute decided by the competent court of jurisdiction in the district where MAN Rollo has chosen her domicile. This arbitration board will be appointed according to the bylaws of the Council for Arbitration "voor Metaalnijverheid en Handel" in The Hague and will decide in compliance with these bylaws.