

Capable B.V.: General conditions

The conditions set forth below in English are a translation of Capable B.V.'s Dutch Purchase Conditions, as deposited with the Chamber of Commerce of Breda, dated September 10, 1996 under number 3326. The Dutch text prevails.

The term "client" is defined as follows: a natural or legal entity that has placed an order or contract with Capable B.V., either in their own right or on behalf of third parties.

Capable B.V.: a private limited company, with their statutory offices at Breda (The Netherlands).

1. AREA OF APPLICATION

These conditions apply to all tenders by Capable B.V. and to all agreements signed by Capable B.V. Any deviations from these conditions shall only be valid if they have been confirmed in writing by Capable B.V.

2. TENDERS

Tenders and quotations by Capable B.V. are free of engagement, unless explicitly confirmed in writing by Capable B.V. as being binding.

3. ORDERS AND CONTRACTS

Orders and contracts shall only be binding on Capable B.V. if they are in writing. The scope of the order or contract to be supplied shall be set forth exclusively in the order or contract itself.

4. PRICES

- a. All prices quoted by Capable B.V. apply to deliveries ex Breda warehouse. They are exclusive of taxes and packaging costs.
- b. Capable B.V. is entitled to charge on to the client any price increases for an order or contract arising from an increase or increases in supplier's prices that could not reasonably have been anticipated when signing this order.

5. DELIVERIES AND DELIVERY DATES

- a. Capable B.V. shall only be liable for late delivery if and in so far as the late delivery is exclusively attributable to Capable B.V., subject to the provisions of Article 7 of these General Conditions.
- b. A difference of 10% in the delivery of goods ordered shall be permitted. It shall be at Capable B.V.'s discretion whether to offset this difference.
- c. If the client is prevented from accepting the delivery, Capable B.V. shall retain the goods for a period of a maximum of 2 (two) months for the client's account and risk. After this period, Capable B.V. shall be entitled to dissolve the agreement unilaterally on the grounds of default, without any judicial intervention being required and will be entitled to claim damages.

6. FORCE MAJEURE

Force majeure is defined as follows: all those circumstances beyond their control as a result of which Capable B.V. cannot reasonably be required to comply with its contractual commitments.

7. LIABILITY

In the event of late delivery or any other circumstances connected with this agreement, Capable B.V. shall not be liable for any consequential damage, whatever form this takes. The client(s) shall indemnify Capable B.V. if and in so far as damage is caused by or in connection with the delivery by Capable B.V., provided this damage is exclusively attributable to Capable B.V. Damage is also defined as including injury.

8. GUARANTEE

- a. Following delivery, Capable B.V. shall be liable for a period of 12 months for any damage to the delivery caused by faulty workmanship and/or material defects. In this case, Capable B.V. shall at its discretion either re-supply the relevant part of the delivery or the entire delivery, or credit the client for the relevant part of the delivery or full delivery.
- b. Claims under guarantee must be notified in writing to Capable B.V. within 14 days of being detected. If this period is exceeded, the client shall forfeit his rights under the provisions of this article.

9. RESERVATION OF OWNERSHIP

Ownership of the goods supplied is explicitly reserved by Capable B.V. until full payment of the goods supplied, including payment for any other deliveries and including reimbursement of costs and interest, has been made. In the event of late or incomplete payment, the client shall not be permitted in whatever form to have disposal of the goods supplied by Capable B.V. The client undertakes to make the goods available to Capable B.V. following the first request by Capable B.V., and hereby authorises Capable B.V. or the persons indicated by Capable B.V. to enter the area where the goods are stored and to remove them.

10. PAYMENT

Payment must be made within the period as specified on the invoice, without any discount or compensation or counterclaim. In the event of this period being exceeded, the client shall be liable for interest at least equal to the statutory rate plus 6% a year or part year on the overdue amount. If Capable B.V. has grounds for doubts about the client's compliance with commitments under the agreement, Capable B.V. shall be entitled to suspend subsequent deliveries or to dissolve other agreements without the intervention of the court. In that event, Capable B.V. shall never be liable for any form of recompense.

11. APPLICABLE LAW AND DISPUTES

- a. The Court of Breda shall be the competent body to deal with any disputes arising from tenders by Capable B.V. or agreements signed by Capable B.V. and/or connected with it.
- b. Dutch law shall exclusively apply to tenders by Capable B.V. or agreements signed by Capable B.V., with the exception of the uniform laws drawn up by the Diplomatic Conference held at The Hague in 1964 concerning the unification of international purchasing law, as in force in The Netherlands and elsewhere.

Thus deposited with the Chamber of Commerce of Breda, on September 10, 1996, under number 3326.