

ARTICLE 1. GENERAL

1. These terms and conditions apply to every offer and quotation made by Abel Delft B.V., hereinafter referred to as: "Abel", and agreements, including any subsequent agreement or amended or additional agreement, between Abel and the party whom Abel has entered into the agreement with, hereinafter referred to as: "Other Party", insofar as the parties have not expressly agreed on any provisions contrary to these terms and conditions in writing.
2. The present terms and conditions also apply to agreements with Abel, the performance of which requires the involvement of third parties.
3. Without prejudice to the provisions of Article 1, these general terms and conditions are also made for the purpose of the directors and shareholders of Abel, as well as the directors and (indirect) shareholders of the shareholders concerned and all those who work for Abel, whether or not in employment.
4. The applicability of any general terms and conditions used by the Other Party, under any title whatsoever, is hereby expressly rejected.
5. If one or more provisions of these general terms and conditions are wholly or partially null and void or should become null and void at any time, the other provisions of these general terms and conditions shall continue to apply in full. Abel and the Other Party will in that case enter into consultations in order to agree on new provisions to replace the void or nullified provisions, whereby the purpose and purport of the original provisions will be observed as much as possible.
6. In case of any lack of clarity regarding the interpretation of one or more provisions of these general terms and conditions, the interpretation must take place 'in the spirit' of these provisions.
7. If a situation arises between the parties that is not regulated in these general terms and conditions, such situation must be assessed in the spirit of these general terms and conditions.
8. Where Abel does not at all times require strict compliance with these terms and conditions, this does not affect the application of the respective provisions, neither will Abel in any way lose the right to require strict compliance with the provisions of these terms and conditions in other cases.

ARTICLE 2. QUOTATIONS AND OFFERS

1. All offers and quotations from Abel are valid for 30 days. An offer or quotation expires by operation of law, and can no longer be accepted, if the product to which the offer or quotation relates is meanwhile no longer available.
2. Abel cannot be held to its offers or quotations if the Other Party can reasonably understand that the offers or quotations, or a part thereof, contain an obvious mistake or error in writing.
3. The prices stated in an offer or quotation are exclusive of VAT and other government levies, as well as any costs to be incurred under the agreement, including travel and accommodation expenses, shipping and administration charges, unless stated otherwise in writing.
4. If the acceptance (whether or not on minor points) deviates from the offer included in the quotation or offer, Abel shall not be bound by it. The agreement shall in that case not be concluded in accordance with such deviating acceptance, unless Abel indicates otherwise in writing.
5. A compound quotation does not oblige Abel to carry out part of the assignment for a corresponding part of the quoted price. Offers or quotations do not automatically apply to future orders.

ARTICLE 3. CONTRACT TERM, DELIVERY PERIODS, EXECUTION AND AMENDMENT OF THE AGREEMENT

1. The agreement between Abel and the Other Party is entered into for an indefinite period of time, unless the type of agreement dictates otherwise or if the parties expressly agree otherwise in writing.
2. If a time-limit has been agreed or given for the completion of certain activities or for the delivery of certain goods, this shall never constitute a deadline. If a time-limit is exceeded, the Other Party must consequently hold Abel in default in writing. Abel must be given a reasonable period of time to still execute the agreement.
3. If Abel requires information from the Other Party for the execution of the agreement, the execution period will not commence until the Other Party has provided such information to Abel correctly and completely.
4. Delivery takes place ex works of Abel. The Other Party is obliged to take delivery of the goods at the time they are provided to the Other Party. If the Other Party refuses to take delivery or fails to provide information or instructions necessary for the delivery, Abel is entitled to store the goods at the expense and risk of the Other Party.
5. Abel has the right to have certain activities carried out by third parties.
6. Abel is entitled to execute the agreement in different phases and to invoice the part so far executed separately.
7. In case the agreement is executed in phases, Abel may suspend the execution of parts of a subsequent phase until the Other Party has approved the results of the preceding phase in writing.

8. If, during the execution of the agreement, it appears necessary for a proper execution to amend or supplement the agreement, the parties will proceed to amend the agreement in good time and in mutual consultation. If the nature, scope or content of the agreement, whether or not at the request or indication of the Other Party, of the competent authorities, etc., is changed and the agreement is thereby changed on a quality and/or quantity level, this may also have consequences for the agreement originally made. As a result, the originally agreed amount can be increased or decreased. Abel will, where possible, give a relevant quotation in advance. Furthermore, by amending the agreement, the originally stated term of execution may be changed. The Other Party accepts in advance the possibility of changing the agreement, including the change in price and term of execution.
9. In case the agreement is amended as well as supplemented, Abel will only be entitled to execute the agreement with the written consent of the person thereto authorized within Abel and after the Other Party has agreed in writing to the price and other terms and conditions stated for the execution, including the time to be determined at that time when the agreement will be executed. Failure to execute the amended agreement or failure to do so immediately does not constitute an attributable failure on the part of Abel, nor is it a reason for the Other Party to terminate the agreement. Without being in default, Abel may refuse a request to amend the agreement if this could have consequences in terms of quality and/or quantity, for example, for the work to be performed or the goods to be delivered with respect to this.
10. If the Other Party is in default in the proper performance of any of its commitments in respect of Abel, the Other Party is liable for all damage, howsoever called (including costs), directly or indirectly caused by this on the part of Abel.
11. If Abel agrees on a fixed price with the Other Party, Abel will nevertheless at all times be entitled to increase this price without the Other Party in that case being entitled to dissolve or terminate the agreement for that reason, if the increase in the price results from an authority or obligation under applicable law or regulations or is caused by an increase in the price of raw materials, wages, etc., or for other reasons that could not reasonably have been foreseen at the time the agreement was entered into.
12. If the price increase, other than as a result of a change in the agreement, amounts to more than 10% and takes place within three months after the conclusion of the agreement, only the Other Party who is entitled to appeal to Title 5, Section 3 of Book 6 of the Dutch Civil Code will be entitled to dissolve the agreement through a written statement, unless Abel is prepared to carry out the agreement on the basis of the agreements originally made, or if the price increase results from an authority or an obligation incumbent on Abel under the law or if it is stipulated that delivery will take place more than three months after the conclusion of the agreement.

ARTICLE 4. SUSPENSION, DISSOLUTION AND PREMATURE TERMINATION OF THE AGREEMENT

1. Any shortcoming in the fulfilment of the obligations of the Other Party entitles Abel:
 - a. to have the consequences of the failure rectified at the expense and risk of the Other Party;
 - b. to suspend its obligations under the agreement in whole or in part;
 - c. claim full damages from the Other Party;All this at the discretion of Abel and without prejudice to the other rights of Abel in connection with the default, without Abel being obliged to pay any compensation to the Other Party for any reason whatsoever.
2. Without prejudice to the other rights to which it is entitled, Abel has the right to dissolve the agreement in the interim, wholly or in part, with immediate effect, through a written notification to the Other Party, if:
 - a. the Other Party is in default;
 - b. when concluding the agreement, the Other Party was requested to provide security for the fulfilment of its obligations under the agreement and such security is lacking or insufficient;
 - c. after the conclusion of the agreement, circumstances come to Abel's knowledge which give good reason to fear that the Other Party will not fulfil its obligations under the agreement.
 - d. due to a delay on the part of the Other Party, Abel can no longer be required to fulfil the agreement at the originally agreed conditions.
 - e. a substantial - or a considerable - part of the assets of the Other Party is seized, which will not be lifted or annulled within 30 calendar days after the day of seizure;
 - f. an application for suspension of payments or debt rescheduling has been filed, a petition for bankruptcy has been filed, a private arrangement has been offered to creditors, or the Other Party has been declared bankrupt by an irrevocable judgment, or a moratorium has been granted, or an application for debt rescheduling has been granted;
 - g. the Other Party ceases its activities in whole or in part, transfers its activities to a third party, changes the majority of the control in the Other Party and/or the permits and/or consents required for its activities are withdrawn.
3. All claims which Abel may have or acquire against the Other Party upon dissolution of the agreement are immediately and fully due and payable. If Abel suspends fulfilment of its obligations, it retains its claims under the law and the agreement.

4. Furthermore, Abel is authorized to dissolve the agreement if circumstances arise of such a nature that fulfilment of the agreement is impossible or if other circumstances arise of such a nature that the unaltered maintenance of the agreement cannot reasonably be required of Abel.
5. If Abel proceeds to suspension or dissolution, it will in no way be obliged to compensate the Other Party for any damage and costs incurred by the Other Party as a result.
6. Abel is at all times entitled to terminate the agreement with the Other Party prematurely.
7. If the agreement is terminated prematurely by Abel, Abel will, in consultation with the Other Party, organize the transfer of work still to be performed to third parties, unless the termination is attributable to the Other Party. Any additional costs entailed by the transfer of the work for Abel, will be charged to the Other Party. The Other Party is obliged to pay these costs within the aforementioned period.
8. If the Other Party cancels an order placed in whole or in part, the Other Party will be charged in full for the items ordered or prepared for it, increased by any respective supply and delivery costs and the working time reserved for the execution of the agreement. The Other Party is obliged to reimburse said costs to Abel without any deductions or withholding any payments.

ARTICLE 5. FORCE MAJEURE

1. Abel is not obliged to fulfil any obligation towards the Other Party if it is impeded to do so as a result of a circumstance that is not due to negligence and is not for its account by virtue of the law, a legal act or generally accepted views.
2. In these general terms and conditions, force majeure means, in addition to the relevant provisions provided in the law and jurisprudence, all external causes, foreseen or unforeseen, on which Abel cannot exert any influence, as a result of which Abel is unable to fulfil its obligations. This includes strikes in the company of Abel or third parties. Abel also has the right to appeal to force majeure if the circumstance preventing (further) performance of the agreement occurs after Abel should have fulfilled its obligations.
3. Abel may suspend the obligations arising from the agreement during the period of force majeure. If this period lasts longer than two months, either party is entitled to dissolve the agreement, without any obligation to pay damages to the Other Party.
4. Insofar as Abel at the time of the occurrence of force majeure has already partially fulfilled its obligations under the agreement or will be able to fulfil them, and independent value can be attributed to the part fulfilled or to be fulfilled respectively, Abel is entitled to invoice the part already fulfilled or to be fulfilled respectively separately. The Other Party is obliged to pay this invoice as if it were a separate agreement.

ARTICLE 6. PAYMENT AND COLLECTION CHARGES

1. Payment must be made within 14 days of the invoice date, in a manner to be indicated by Abel, in the currency in which the invoice was made, unless otherwise indicated in writing by Abel. Abel is entitled to submit periodic invoices.
2. If the Other Party fails to pay an invoice on time, the Other Party will be in default by operation of law. The Other Party will then owe interest of 1% per month, unless the statutory (commercial) interest is higher, in which case the statutory (commercial) interest will be owed. The interest on the amount due and payable will be calculated from the moment the Other Party is in default until the moment of payment of the amount due in full.
3. Abel has the right to have the payments made by the Other Party first of all serve to reduce the costs, then to reduce the accrued interest and finally to reduce the principal sum and the accrued interest.
4. Abel may, without being in default as a result, refuse an offer of payment if the Other Party indicates a different sequence for the allocation of the payment. Abel may refuse full redemption of the principal sum if the due and accrued interest and collection costs are not paid as well.
5. The Other Party shall never be entitled to set off any amounts owed by the Other Party to Abel.
6. Objections by the Other Party to the amount of an invoice do not suspend the payment obligation. Nor is the Other Party entitled to suspend payment of an invoice for any other reason.
7. In the event of the Other Party's failure or in case it is in default in the (timely) fulfilment of its obligations, all reasonable costs for obtaining extrajudicial settlement will be for the Other Party's account. The extrajudicial costs will be calculated on the basis of common usage in the Dutch debt-collection practice. However, if Abel has incurred higher collection costs that were reasonably necessary, the actual costs incurred will be eligible for compensation. Any judicial and enforcement costs incurred will also be recovered from the Other Party. The Other Party will also owe interest on the collection costs owed.

ARTICLE 7. RETENTION OF TITLE

1. All goods delivered by Abel under the agreement remain the property of Abel until the Other Party has properly fulfilled all obligations arising from the agreement(s) entered into with Abel.
2. Goods delivered by Abel, which are subject to retention of title pursuant to paragraph 1, may not be resold and may never be used as a

means of payment. The Other Party is not authorized to pledge or encumber in any other way the goods falling under the retention of title.

3. The Other Party must at all times do everything that can reasonably be expected of it to safeguard Abel's ownership rights.
4. If third parties seize goods delivered under retention of title or wish to establish or assert a right to them, the Other Party is obliged to immediately inform Abel of this in writing.
5. The Other Party undertakes to insure the goods delivered subject to retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to provide the policy of this insurance to Abel for inspection on first request. Abel is entitled to the relevant insurance payment in the event that the insurance is paid out. To the extent necessary, the Other Party undertakes in advance towards Abel to cooperate to everything that may (appear to) be necessary or desirable with respect to this.
6. In the event that Abel wishes to exercise its property rights indicated in this article, the Other Party gives unconditional and irrevocable permission in advance to Abel and third parties to be appointed by Abel to enter all those places where Abel's property is located and to take back those items.

ARTICLE 8. GUARANTEES, RESEARCH AND COMPLAINTS, LIMITATION PERIOD

1. The goods to be delivered by Abel meet the usual requirements and standards that can reasonably be set for them at the time of delivery and for which they are intended in the event of normal use in the Netherlands. The guarantee referred to in this article applies to goods intended for use within the Netherlands. In the event of use outside the Netherlands, the Other Party must itself verify whether their use is suitable for use outside the Netherlands and meet the conditions set for it. In that case, Abel may set other guarantee and other conditions with regard to the goods to be delivered or work to be performed.
2. The guarantee mentioned in paragraph 1 of this article is valid for a period of one year after delivery, unless parties have agreed otherwise in writing. If it concerns an item produced by a third party, the guarantee given by Abel shall be equal to the guarantee given to Abel by the producer in question, unless otherwise agreed in writing.
3. Any guarantee will lapse if a defect in the item delivered by Abel has arisen as a result of or results from improper or illegitimate use thereof, incorrect storage or maintenance thereof by the Other Party and/or by third parties when, without the written consent of Abel, the Other Party or third parties have made changes to the item or have tried to make changes to it, other items have been attached to it that should not be attached to it or if they have been processed or treated in a manner other than prescribed. Nor is the Other Party entitled to a guarantee if the defect has arisen as a result of or is the result of circumstances beyond Abel's control, including weather conditions (such as, however, not limited to, extreme rainfall or temperatures), acts of war, terrorism, vandalism, theft, natural disasters, floods, fire, explosions, etcetera.
4. The Other Party will be obliged to examine the delivered goods (or have them examined) immediately from the moment that the goods are provided to the Other Party or from the moment that the work in question has been performed. The Other Party must at such time examine whether the quality and/or the quantity of the goods delivered corresponds with the agreements made and meets the requirements agreed between the parties in this respect. Any visible defects must be reported to Abel in writing within seven days of delivery. Any non-visible defects must be reported to Abel in writing immediately, and in any case at the latest within seven days of discovery thereof. The report should contain a description of the defect in as much detail as possible, so that Abel is able to respond adequately. The Other Party must give Abel the opportunity to investigate a complaint and/or defect (or cause it to be investigated).
5. If the Other Party complains in time, this does not suspend its payment obligation. In that case, the Other Party will also remain obliged to take delivery of the goods and pay.
6. If a defect is reported later than referred to in this article, the Other Party's right to repair, replacement and/or (replacement) compensation, of any name and under any title whatsoever, will lapse.
7. If an item is found to be defective and a timely complaint has been made in this respect, Abel will replace the defective item within a reasonable period of time after it has been returned or, if return is not reasonably possible, written notification with regard to the defect by the Other Party, at the discretion of Abel, or ensure its repair or pay the Other Party a replacement fee for this. In the event of replacement, the Other Party is obliged to return the replaced item to Abel and to transfer the ownership thereof to Abel, unless Abel indicates otherwise in writing, which includes e-mail.
8. If it is established that a complaint is not valid, the relevant costs incurred, including the investigation costs, by Abel, will be fully for the account of the Other Party.
9. After expiry of the guarantee period, all costs for repair or replacement, including administration, shipping and call-out costs, will be charged to the Other Party.
10. Contrary to the statutory limitation periods, the limitation period for all claims and defense against Abel and the third parties involved by Abel in the execution of an agreement is one year.

ARTICLE 9. LIABILITY

1. If Abel should be liable, this liability is limited to the provisions made in this article.
2. Abel is not liable for damage, of any name or title, caused by the fact that Abel has based itself on information provided by or on behalf of the Other Party.
3. Abel's liability is limited to a maximum of the value of the agreement with the Other Party, or at least to the part of the agreement to which the liability is related.
4. Any liability on the part of Abel arising from or in connection with the performance of an agreement shall be limited to the amount paid out under the insurance policy taken out by Abel in the case in question, increased by the amount of the deductible excess applicable under that insurance policy.
5. Abel is only liable for direct damage.

Direct damage exclusively means the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to make Abel's faulty performance in accordance with the agreement, insofar as these can be attributed to Abel, and reasonable costs incurred to prevent or limit damage, insofar as the Other Party demonstrates that these costs have resulted in the limitation of direct damage as referred to in these general terms and conditions.

7. Abel is never liable for indirect damages, including consequential damages, loss of profit, lost savings and damage due to business stagnation.
8. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of Abel.

ARTICLE 10. TRANSFER OF RISK

1. The risk of loss, damage or depreciation shall pass to the Other Party from the moment at which items are transferred to the control of the Other Party.

ARTICLE 11. INDEMNIFICATION

1. The Other Party indemnifies Abel against any claims of third parties, who suffer damage in connection with the execution of the agreement and the cause of which can be attributed to parties other than Abel.
2. If Abel should be held liable by third parties in this respect, the Other Party is obliged to assist Abel both out of court and in court and to immediately do everything that can be expected of the Other Party in that case. Should the Other Party fail to take adequate measures, Abel will be entitled to do so by itself without the requirement of notice of default. All costs and damage incurred on the part of Abel and third parties as a result will be fully at the expense and risk of the Other Party.

ARTICLE 12. INTELLECTUAL PROPERTY

1. Abel reserves the rights and powers vested in it under the Copyright Act and other intellectual property laws and regulations. Abel has the right to use the knowledge gained through the implementation of an agreement for other purposes as well, insofar as no strictly confidential information of the Other Party is disclosed to third parties.

ARTICLE 13. EXPORT

1. If the Other Party exports the goods delivered by Abel abroad, the Other Party is obliged to observe the national and international export regulations intended for the Other Party and will indemnify Abel against all claims of third parties in connection with breaches of these export regulations.

ARTICLE 14. APPLICABLE LAW AND DISPUTES

1. All legal relationships to which Abel is a party shall be governed exclusively by Dutch law, even if an obligation is wholly or partly performed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.
2. The court in Abel's place of business shall have exclusive jurisdiction with regard to any disputes, unless the law prescribes otherwise. Nevertheless, Abel has the right to submit the dispute to the competent court in accordance with the law.
3. The parties will only appeal to the court after they have made every effort to settle a dispute in mutual consultation.

ARTICLE 15. AMENDMENT TO THE TERMS AND CONDITIONS

1. The version effective at the time of the establishment of the legal relationship with Abel applies at all times.
2. The Dutch text of the general terms and conditions is at all times decisive with regard to its interpretation.

SPECIAL PROVISIONS FOR ADDITIONAL WORK SUCH AS INSTALLATION, ASSEMBLY AND COMMISSIONING.

ARTICLE 1. QUALITY AND SCOPE

1. Abel shall perform the work with due care and shall provide qualified persons performance of the work. If the instruction has been given to have the work performed by a specific person, Abel will at all times be entitled to replace this person with another person with comparable qualifications.
2. Abel is only obliged to perform services that have been expressly agreed upon with the Other Party. Abel is only obliged to perform additional work to which the Other Party has agreed in writing in advance. Abel shall consider personnel of the Other Party who give instructions for additional work as thereto authorized.
3. Abel accepts no liability for the suitability and solidity of designs, drawings, guidelines, materials and so on that have been prescribed or provided by or on behalf of the Other Party.

ARTICLE 2. WORKING HOURS

1. Abel performs the work during normal working hours, unless otherwise agreed in writing. Normal working hours are working days between 08.30 and 17.00. Travel time and waiting time apply as working time.

ARTICLE 3. THE OTHER PARTY'S OBLIGATIONS

1. The Other Party guarantees that Abel can commence its activities on time and perform out without delay.
2. The Other Party is obliged to provide all information and documentation which Abel deems necessary for the proper performance of the work in a timely manner, in the desired form and in the desired manner. The Other Party is moreover obliged to inform Abel promptly of any facts and inaccuracies that may be relevant in connection with the performance of the work.
3. The Other Party guarantees the accuracy, completeness and reliability of the information and documentation supplied to Abel, even if they originate from third parties.

ARTICLE 4. PAYMENT FOR THE WORK

1. The work shall be paid on the basis of the time spent on the work multiplied by the applicable rates as determined by Abel, unless otherwise agreed in writing.
2. If for the activities a total price or transfer price per unit is agreed upon, it shall apply to performance within the normal working hours of Article 2 and on the basis of the circumstances that Abel is aware of at the time the agreement is concluded.
3. If after the conclusion of the agreement cost-increasing circumstances arise or come to light that are caused by circumstances that cannot be attributed to Abel, Abel is entitled to reimbursement of the resulting additional costs.

ARTICLE 5. ACCEPTANCE OF THE WORK

1. When, according to Abel, the agreed activities have been completed, Abel will notify the Other Party in writing. Within seven days after this notification, the Other Party must inform Abel in writing whether or not it accepts the performance.
2. The activities are deemed to be accepted if the Other Party does not give notice of acceptance within seven days. The activities are also considered accepted from the moment that the Other Party puts the work into operation.
3. Minor defects that do not seriously impede the use do not constitute a reason for non-acceptance, without prejudice to Abel's obligation to rectify these defects.
4. The Other Party's right to rectify defects shall be cancelled in respect of defects that the Other Party has discovered or could reasonably have discovered prior to acceptance and which it has not notified Abel of in writing before acceptance.

ARTICLE 6 REPAIR OF FAULTS

1. The period in which faults in the work are eligible for repair free of charge is three months after completion of the work.

ARTICLE 7 TERMINATION

1. The Other Party will not be entitled to limit or prematurely terminate the order.