

GENERAL CONDITIONS GOVERNING THE EXECUTION OF ORDERS BY DELFT SOLIDS SOLUTIONS.

Article 1. Definitions

In these General Conditions governing orders placed with Delft Solids Solutions, by Delft Solids Solutions shall be understood the legal person, Delft Solids Solutions B.V., established at Delft. The client is the natural or legal person who places an order with Delft Solids Solutions.

Article 2. Nature and scope of the order, estimate

2.1 The nature and scope of the order shall be determined by the description of the work set out in the estimate. Amendments, supplements and extensions thereto that are subsequently agreed shall be deemed to form part of the order. Estimates made by Delft Solids Solutions are based on the information supplied by the client. The client guarantees that all information that is essential for the order and its execution has been supplied.

2.2 Acceptance of the estimate shall be by written confirmation thereof by the client.

2.3 The General Conditions shall be applicable to the estimate and to any changes and other offers made by Delft Solids Solutions, as well as to the agreement concluded with the client. The estimate shall remain in effect for two months calculated from the date of dispatch unless the estimate expressly contains a contrary provision.

Article 3. Price and payment

3.1 The price stated in the estimate is either a fixed price or a price based on subsequent costing. Such subsequent costing is based on the rates currently employed by Delft Solids Solutions. Such rates can at any time be amended and passed on to the client.

3.2 Where the estimate refers to subsequent costing the client may at the time of placing the order request that the invoice specifies the actual sum.

3.3 All sums specified in the estimate shall be exclusive of value added tax unless otherwise expressly stated.

3.4 Delft Solids Solutions shall be entitled to invoice the client periodically for work already carried out. Delft Solids Solutions may also require a partial payment on account or the provision of security for payment of a sum not exceeding the invoice sum. Invoices shall be dispatched to the address of the client unless otherwise agreed in writing.

3.5 In the absence of payment on account or the provision of required security for payment, Delft Solids Solutions shall be entitled to suspend its work or the commencement thereof.

3.6 The client shall settle the invoice within 30 days of the invoice date. Failure to do so obliges the client, without the need for Delft Solids Solutions to inform him that he is in breach, also to pay statutory interest calculated from the due date as well as the extra judicial costs of collecting the debt with a minimum sum of € 450.

Article 4. Execution of the order

4.1 The order shall be executed within the period stated in the estimate unless that is, or reasonably appears to be, impossible. Where and as soon as a stated period threatens to be exceeded Delft Solids Solutions shall immediately notify the client of this and shall make another agreement on a period for execution in consultation with the client. Time shall never be of the essence in respect of the periods stated in the estimate unless otherwise expressly agreed in writing.

4.2 A start shall be made with executing the order once the information, samples, equipment and other required property is supplied in good order by the client to Delft Solids Solutions. Where delay occurs in such supply by the client the period referred to in the preceding Article 4.1 shall be extended accordingly.

Article 5. Transportation, storage and return of property (goods), right of retention

5.1 Property shall be delivered to and collected from the address stated in the estimate unless otherwise expressly agreed in writing.

5.2 The costs of loading and unloading, packaging and transportation of the property included in the agreement shall be billed separately. These costs are not included in the price and shall be entirely to the account of the client.

5.3 The loading and unloading, packaging and transportation of property shall be at the client's risk. No liability for such matters can be imputed to or claimed in respect of Delft Solids Solutions.

5.4 Following the expiry of the order Delft Solids Solutions shall store property that is delivered for the purposes of the order up to a maximum period not exceeding one month unless otherwise expressly agreed in writing. Upon the expiry of such period Delft Solids Solutions shall be at liberty to take appropriate measures including storage or destruction and such measures taken shall be to the account of the client.

5.5 Delft Solids Solutions shall be entitled to retain information, equipment or other property of whatever nature that is the sole or joint property of the client until the client has fulfilled all his obligations, whether contractual or otherwise.

Article 6. Confidentiality

6.1 Delft Solids Solutions shall not disclose anything relating to the client that it has learnt for the purposes of executing the order for a period of five years from the moment of learning and in respect of which it has been expressly informed that confidentiality is necessary for the client. Such duty of non-disclosure shall not apply to information:

- a. already known to Delft Solids Solutions at the time of communication thereof to Delft Solids Solutions;
- b. in the public domain at the time of communication thereof to Delft Solids Solutions;
- c. lawfully communicated by any third party to Delft Solids Solutions;
- d. that following the time of communication thereof to Delft Solids Solutions it is in the public domain, unless through the unlawful act of Delft Solids Solutions.

6.2 Delft Solids Solutions shall not disclose the results of the order unless otherwise expressly agreed in writing.

6.3 Where misunderstandings arise as a result of disclosure of the results of the order by the client to third parties Delft Solids Solutions shall be released from the duty of non-disclosure to the extent that such is reasonably necessary properly to inform third parties. Before so doing Delft Solids Solutions shall first inform the client.

6.4 The duty of non-disclosure on Delft Solids Solutions shall not apply where and to the extent that there exists any conflict with law or ministerial decision or where disclosure is ordered by any competent authority.

6.5 Nor shall the duty of non-disclosure on Delft Solids Solutions apply where there is a danger to persons, property, the environment or public health. Delft Solids Solutions shall inform the client hereof.

6.6 Delft Solids Solutions shall be free at all times to supply information to third parties subject to a statutory duty of confidentiality or a privilege of non-disclosure.

Article 7. Publication

7.1 Research reports compiled by or on behalf of Delft Solids Solutions may be published by the client only verbatim and in their entirety and with visible mention of the name of Delft Solids Solutions, unless prior permission in writing has been obtained for another form of publication.

7.2 Delft Solids Solutions shall be entitled to publish the methods or techniques it uses except where the new and not previously used technique originated with the client and Delft Solids Solutions by virtue of Article 6.1 is under an expressed duty of non-disclosure.

Article 8. Know-how/Intellectual Property Rights

Know-how and Intellectual Property Rights relating to techniques developed by Delft Solids Solutions in respect of an order remain exclusively the property right of Delft Solids Solutions.

Article 9. Accommodation with Delft Solids Solutions

9.1 Where the client or his personnel stay at Delft Solids Solutions or in premises where Delft Solids Solutions undertakes its work the client or his personnel shall follow strictly all regulations governing such stay or such premises.

9.2 If requested, the client or his personnel shall sign an appropriate declaration thereto.

Article 10. Liability

10.1 Delft Solids Solutions accepts no liability whatsoever towards the client for any loss or damage except where its liability insurance covers such loss or damage and to the extent that the insurer pays out in the particular case.

10.2 Without prejudice to the preceding paragraph any liability that does exist shall always be limited to the sum that would be invoiced for the performance that caused the loss or damage or in the case of a continuing performance contract to an invoice sum of a maximum period of two months.

10.3 Delft Solids Solutions shall never be liable for loss or damage that is the result of:

- a. inaccurate or incomplete information or material or information or material that is not supplied on time by or on behalf of the client. The client shall guarantee the accuracy and completeness of information that is essential for the project;
- b. any failure by the client in the performance of his obligations, including insufficient cooperation in the performance of the contract or the delivery of deficient property, models, instruments or software;
- c. where the circumstances enumerated in this paragraph lead to liability on the part of Delft Solids Solutions to third parties, the client shall indemnify Delft Solids Solutions against such third parties.

10.4 Delft Solids Solutions shall never be liable for consequential loss.

10.5 Delft Solids Solutions shall not be held liable where the client has the possibility to recover for the loss incurred from a third party or from his own insurance.

10.6 Where the client uses or applies any result obtained from Delft Solids Solutions, or places a third party in a position to use or allow to use or apply such result, the client shall indemnify Delft Solids Solutions for claims on its part or for claims by a third party for loss or damage, unless such loss or damage is the result of an intentional act or omission or of gross negligence by Delft Solids Solutions.

10.7 The client shall be liable for loss or damage suffered by Delft Solids Solutions or its employed or engaged personnel during the execution of the order on the premises of the client, except where there is an intentional act or omission or of gross negligence by Delft Solids Solutions or its employed or engaged personnel.

10.8 Delft Solids Solutions shall not be liable for loss or damage resulting from deficient property supplied to Delft Solids Solutions by a third party and that deficient property is then supplied by Delft Solids Solutions to the client, unless and to the extent that Delft Solids Solutions can claim that its supplier is liable for such loss or damage and that supplier has in the particular case paid out to Delft Solids Solutions for such loss or damage.

Article 11. Objections/complaints

11.1 Any claim by the client against Delft Solids Solutions relating to the execution of the order will expire if not lodged within six weeks of the execution of the order. The notification thereof to Delft Solids Solutions must be in writing by recorded delivery. Where the claim is not made in time or in the manner here prescribed Delft Solids Solutions shall be deemed to have correctly fulfilled all its obligations to the client.

11.2 In the case of objections that are correctly lodged Delft Solids Solutions shall, at its election, make good the error within a reasonable time or repay the sum received for the execution of the order.

Article 12. Force majeure (non-attributable failing)

Delft Solids Solutions shall not be liable where it fails to perform or to perform in time its obligations to the client as a consequence of force majeure. By force majeure shall be understood to include circumstances that hinder the normal execution of the work required for the execution of the order, such as but not limited to strikes, ill health on the part of Delft Solids Solutions personnel, transport disruptions, and anything that occurs in the business conducted by Delft Solids Solutions or by its suppliers or by that of third parties used by Delft Solids Solutions in the execution of the order.

Article 13. Nullity

Should any provision of these General Conditions be or become null and void or otherwise not binding, the remaining provisions shall remain unimpaired and fully binding. Where such occurs the parties shall enter into mutual consultation to agree new provisions to replace such null or not binding provisions, such replacement provisions to deviate as little as possible, in the light of their object and effect, from the null or not binding provisions.

Article 14. Termination/Dissolution

14.1 Delft Solids Solutions shall be entitled to suspend any further execution of the agreement or to terminate the agreement immediately where suspension of payment is granted definitively or provisionally to the client, or a repayment arrangement is presented by the client on the grounds of financial difficulties, or the client is declared insolvent, or Delft Solids Solutions has reasonable grounds to suspect that the client will not, or will not be able to, fulfill its obligations.

14.2 Delft Solids Solutions shall be entitled to set aside immediately the further performance of the agreement either fully or in part and without judicial intervention where the client does not properly fulfill the obligations arising from the agreement or fails to do so in good time.

The above shall be without prejudice to any and all rights accruing to Delft Solids Solutions including the right to claim payment or damages in full.

14.3 Where the circumstances provided for in paragraphs 1 or 2 occur Delft Solids Solutions shall be entitled to claim immediately all that is owed by the client.

Article 15. Applicable law and disputes

15.1 The law of the Netherlands is applicable to any and all agreements concluded between the client and Delft Solids Solutions.

15.2 Any and all disputes arising from the order shall be brought before the District Court, The Hague, the Netherlands.

Article 16. Amendment of the General Conditions

16.1 Delft Solids Solutions may at any time amend these General Conditions. Such amendment shall become effective as of the time stated when the General Conditions are notified or lodged.

16.2 The amended General Conditions shall be applicable to estimates that have not then been accepted from the time they become effective.

Article 17. Final Provisions

17.1 These General Conditions have been employed since 1 January 2002 and are lodged with the District Court, The Hague, no. 12/2004

17.2 Where the client is supplied with an (English) translation of these General Conditions and any discrepancy appears to exist between such translation and the Dutch text, the latter text shall always prevail.