

GENERAL CONDITIONS OF SALE, DELIVERY, SERVICE AND LEASE OF ALL COMPANIES BELONGING TO THE VAN MEEUWEN GROUP, INCLUDING VAN MEEUWEN SMEERBEHEER B.V., VAN MEEUWEN SMEERTECHNIEK B.V., VAN MEEUWEN SMEERKUNDE B.V. AND VAN MEEUWEN CHEMICALS B.V.

All of the mentioned companies have their company seat in Weesp and are registered at the local Chamber of Commerce [i.e. Kamer van Koophandel voor Gooi-, Eem- en Flevoland] under the numbers 32061789 (Van Meeuwen Smeerbeheer B.V.), 32015003 (Van Meeuwen Smeertechniek B.V.), 32036447 (Van Meeuwen Smeerkunde B.V.) and 32033134 (Van Meeuwen Chemicals B.V.).

A. General part (applicable to products and/or services in the widest sense of the word (including training sessions and courses offered by Van Meeuwen))

1. SCOPE

1.1 In these general conditions, the following is understood by:

- conditions: these general conditions for sale, delivery, service and lease;
- Van Meeuwen: all companies belonging to the Van Meeuwen group (of which Van Meeuwen Groep B.V. is the (indirect) parent company), including Van Meeuwen Smeerbeheer B.V., Van Meeuwen Smeertechniek B.V., Van Meeuwen Smeerkunde B.V. and Van Meeuwen Chemicals B.V., with the understanding that it always refers to the particular Van Meeuwen company appealing to these Conditions;
- Client: every natural or corporate person or company of persons who is a party, or who is involved in a legal transaction or action as mentioned in article 1.2 at whom the said legal action or action is directed or from whom a request, as intended in article 1.2, originated.

1.2 The Conditions apply to all offers, quotations, advice (in the broadest sense of the word and irrespective of the fact whether the 'advice', or 'proposal for improvement' has or has not been mentioned as a designation of such), order confirmations, deliveries of products and/or services (including training sessions and courses provided by Van Meeuwen), lease of storage containers and invoices of Van Meeuwen to Client, to each assignment of Client to Van Meeuwen and to all agreements between Van Meeuwen and Client, as well as to each request of the Client for the delivery of products and/or services and/or lease of storage containers, irrespective of the fact whether an agreement is reached/has been reached between Van Meeuwen and Client. Whenever these Conditions refer to services this also includes the training sessions and training courses hosted by Van Meeuwen, unless emphatically indicated otherwise.

1.3 The Client's general conditions or other conditions are non-applicable. Client may only appeal to any deviant and/or supplementary clauses to the extent in which these have been accepted by Van Meeuwen in writing. Such deviant and/or supplementary clauses do not affect the application of the other clauses of the Conditions and they exclusively apply to the agreement for which this has been emphatically agreed upon in writing.

1.4 By accepting these Conditions Client also concurs with the application of these Conditions to all future agreements between Van Meeuwen and the Client and to all offers, quotations, advice (as described in article 1.2), (requests to) the delivery of products and/or services and/or the lease of storage containers.

2. REALISATION OF AGREEMENTS

2.1 All offers, quotations and advice (as described in article 1.2) of Van Meeuwen, as well as all assignments of the Client, made both orally as well as in writing, are without obligations for Van Meeuwen and are non-binding to Van Meeuwen unless the offer, quotation or advice (as described in article 1.2) made by Van Meeuwen emphatically proves otherwise or if the Client's assignment has been confirmed in writing by Van Meeuwen.

2.2 If an offer, quotation or advice (as described in article 1.2) consists of a composite quotation then it does not imply that Van Meeuwen may be obligated to deliver a part of the products and/or services included within the quotation or advice (as described in article 1.2), at a corresponding part of the quoted rate, nor will the respective offer, quotation or advice (as described in article 1.2) automatically apply to - if applicable - any back orders. If the Client should want any back orders or supplementary services then these will also be individually charged.

2.3 All documents and data, including, yet not restricted to drawings, technical descriptions, budgets, specifications, analyses, data etc., such as those issued in catalogues, folders, brochures, offers, quotations or advice (as described in article 1.2) etc, are made with the greatest accuracy, yet they are in no way binding to Van Meeuwen and may never be construed as an exact rendering of Van Meeuwen's offer or of what Van Meeuwen is obligated to deliver. If a quotation, offer or advice (as described in article 1.2) of Van Meeuwen is accompanied by documents and information, as referred to in this article section, irrespective of whether Van Meeuwen has prepared such documents or information, or whether they are prepared by and/or originated from third parties, then the Client takes upon himself the obligation to

not multiply such documents and information, nor to share them with any third parties, aside from prior explicit and written permission to that effect having been granted by Van Meeuwen. These documents and information remain the property of Van Meeuwen respectively of the respective third party and of Van Meeuwen and must be returned to Van Meeuwen upon Van Meeuwen's first request to that extent. 2.4 Agreements between Van Meeuwen and Client take effect, if and as soon as Van Meeuwen has sent a written order confirmation to the Client, for which the date of the order confirmation is the determining fact, or a (advance) invoice, for which the date of the (advance) invoice is the determining fact, or - if such is the earlier moment - the time when Van Meeuwen has started the execution of the Client's assignment, including, yet not restricted to the delivery of products, the provision of services, such as (preventative) maintenance, or the hosting of training session and courses. The order confirmation, respectively, the (advance) invoice is considered to be the full representation of the agreement. The applicability of the Conditions is included in this.

2.5 Every agreement made between Van Meeuwen and the Client pursuant to article 2.4, results in a separate agreement between Van Meeuwen and Client.

2.6 Whenever offers, quotations or advice (as described in article 1.2) do not result in an agreement between Van Meeuwen and the Client, Van Meeuwen is entitled to charge the reasonable expenses incurred in the drafting of the respective offer, quotation or advice (including, yet not restricted to the preparation of tailored lubrication advice and schedules, proposals for improvements and other kinds of tailored advice), provided that Client has been previously informed in writing concerning such costs.

3. PRICES / FEES

3.1 Unless agreed otherwise in writing, all prices for the products of Van Meeuwen:

- are based on Van Meeuwen's most recently determined price lists/rates;
- are based on the purchasing prices, wages and wage costs (including though not restricted to the wages and wage costs as mentioned in the Dutch CAO Metaal en Techniek (collective labour agreement for the metal and technology sector), social and government taxes, prices of raw materials, materials, ancillary materials, exchange rates of foreign currencies and other expenses, as valid on the date of the offer/quotation/advice (as described in article 1.2), respectively, on the date of the agreement;
- are based on delivery "ex works" in conformity with the manner of delivery as determined by the most recent version of the Incoterms;
- are excluding BTW (VAT/Sales Tax), packaging, transport, loading, unloading and insurance costs, import duty, excise and other taxes, levies and duties imposed by governments;
- are stated in EURO, whereas any exchange rate differences, expenses or changes will be charged to the customer.

3.2 Unless emphatically determined otherwise in writing, the fees for the services provided by Van Meeuwen, are determined based on the number of workdays, or parts of days, multiplied by the applicable rate (per day/part of the day) as periodically determined by Van Meeuwen. All stated rates are excluding expenses (such as costs of travel, lodging and communication) and other costs (such as costs of the use of databases and costs of materials, whether or not acquired from third parties), VAT/Sales Tax and other government levies and duties as well and other charges of third parties contracted by Van Meeuwen.

3.3 Unless agreed otherwise in writing, all prices for the lease of storage containers of Van Meeuwen:

- are based on Van Meeuwen's most recently determined price lists/rates;
- are excluding BTW (VAT/Sales Tax), packaging, transport, loading, unloading and insurance costs, import duty, excise and other taxes, levies and duties imposed by governments;
- are stated in EURO.

3.4 In case of an increase of one or more of the factors mentioned in articles 3.1, 3.2 and 3.3, Van Meeuwen is always authorised (even after the agreement has been signed) to change the price accordingly. This also applies to the fees mentioned in article 3.2; when a change of the wage costs and/or of other expenses, including, yet not limited to, the wages and wage costs, as referred to in the Collective Labour Agreement (CAO Metaal en Techniek) triggers such a cost increase then Van Meeuwen is entitled to change the

applicable rate (per day/part of a day) of the quotation made by Van Meeuwen. Van Meeuwen will inform the Client of price changes as soon as possible. The Client will always be obliged to pay the price changed on the basis of this article. 3.5 If Client places an order with Van Meeuwen without stating a price in this order according to Van Meeuwen's most recently issued price lists/prices or without mentioning a fee in the order, according to article 3.2, AND without a price/fee having been agreed upon between Van Meeuwen and Client nor an order confirmation having been sent in which a price/fee is mentioned then the order will be carried out, irrespective of any previous orders carried out and without reference to the then applicable price/fees, for the price/fees applicable on the day when the new order is received.

4. PAYMENT

4.1 Unless emphatically agreed otherwise, the payment must be made by means of a deposit or a transfer to a bank or giro account indicated by Van Meeuwen within 30 (thirty) days upon date of invoice, without discount, deferral or settlement, with the understanding that prior to commencing its services Van Meeuwen is entitled to demand the Client's payment of an advance invoice. The currency date stated on our bank or giro statements is the determining date and will, therefore, be regarded as the date of payment.

4.2 At all times, Van Meeuwen is entitled to require an advance payment, or an immediate cash payment, upon the moment of the products' delivery, including storage containers for lease and/or rendering services, in which case Client is obligated to make such payment(s).

4.3 At the first request to that extent, which Van Meeuwen is entitled to make at all times, the Client must provide security for the timely and correct observance of his obligations in the way determined by Van Meeuwen.

4.4 At all times, Van Meeuwen is entitled to individually invoice every part of a delivery as referred to in article 10.6. The same thing applies to services provided by Van Meeuwen. In this case, Van Meeuwen is entitled to individually invoice these, for example, per separately provided service or per day/part of a day.

4.5 If the client did not at all, or not on time, or only partly meet his payment obligation then he is legally considered to be in default. The Client's owed amount will be immediately claimable, without further summons or notice of default, increased by a 1,5% interest per month, charged for the (residual) amount owed by the Client from the first day following the agreed date of payment.

4.6 All judicial and extrajudicial expenses incurred by Van Meeuwen in the course of the collection of the Client's debt will be for the Client's account. The extrajudicial costs are determined to be a minimum of 15% of the owed amount (including the interest mentioned in article 4.5), with a minimum of EUR 500, without prejudice to Van Meeuwen's right to claim the actual expenses if these turn out to be higher.

4.7 All claims made by Van Meeuwen on Client, based on whatever reason, will be immediately claimable - without further summons or notice of default - if:

- third parties assert a claim to the Client's assets, resulting in attachment of his assets;
- Client requests the suspension of payment or files bankruptcy or if Client's bankruptcy or suspension of payment is requested;
- Client makes a payment arrangement with one or more of his creditors, or if Client suggests to be insolvent in any other way;
- Client initiates a voluntary or involuntary dissolution or liquidation of his company, the company is continued in another legal form, or the statutory or actual company seat is relocated to another country;
- the direct or indirect control in Client is transferred to a third party;
- Client (if he is a natural person) deceases, is placed under legal restraint or receivership or if he states that he wishes to qualify for debt restructuring;
- Client transfers the rights from any agreement subject to these Conditions to a third party, or
- Client does not timely or properly meet one or more of his obligations stemming from these Conditions or from any agreement with Van Meeuwen.

4.8 Any payment made by the Client is considered at first to be a payment of any costs owed, then of any interest owed and after the full payment thereof, the payment is considered to be the payment for the oldest outstanding invoice, irrespective of whether the Client refers to something else when making the payment.

4.9 Client is not entitled to settle any debt (whether disputed or undisputed) to Van Meeuwen with any other debt (whether disputed or undisputed) of Van Meeuwen to the Client, nor is he entitled to defer such a debt to Van Meeuwen.

4.10 If Client has met his payment obligations not at all, not on time, or merely partly then Van Meeuwen is entitled at its own discretion to suspend the execution of the agreement and of any other agreements (including, yet not restricted to, the production or the processing of products intended for delivery) between parties, or to fully or partially suspend any agreement with the Client, without being obliged to pay any damages to the Client. Moreover, Van Meeuwen is entitled to demand compensation for damages from Client if the Client meets his obligations stemming from the agreement or from any other agreement not at all, not fully, not properly, or not on time.

5. SUSPENSION AND DISSOLUTION

5.1 If and when:

- Client does not timely or properly meet one or more of his obligations stemming from these Conditions or from any agreement with Van Meeuwen.
- Third parties assert a claim concerning the Client's assets, resulting in the seizure of his assets;
- Client requests a suspension of payment or files for bankruptcy or if Client's bankruptcy or suspension of payment is requested, if Client makes a payment arrangement with one or more of his creditors, or if Client suggests to be insolvent in any other way;
- Client (if he is a natural person) deceases, is placed under legal restraint or receivership or if he states that he wishes to qualify for debt restructuring;
- Client initiates a voluntary or involuntary dissolution or liquidation of his company, the company is continued in another legal form, or the statutory or actual company seat is relocated to another country; the direct or indirect control in the Client is transferred to a third party;
- Client transfers the rights from any agreement subject to these Conditions to a third party; Van Meeuwen at its own discretion is entitled to suspend whichever of its obligations toward Client, until Client has fully met his obligations towards Van Meeuwen and/or to fully or partially dissolve the agreement, in both cases without legal intervention, by means of a written statement and without being responsible to Client in any way for damages, costs and interest, such notwithstanding Van Meeuwen's right to claim full compensation for damages.

5.2 Subject to the conditions of article 6.2, the Client's power to dissolve an agreement between Van Meeuwen and Client is excluded on the basis of article 6:265 of the (Dutch) Civil Code.

6. ACT OF GOD

6.1 These Conditions refer to an Act of God as any circumstance occurring against the will of the parties, even though such a circumstance might have been foreseen at the time when the agreement came about, if such a circumstance partially or fully prevents the execution of the agreement be it either temporarily or permanently. This includes the following: transport problems, fire, accidents, import or export restrictions, war, war damage, mobilization, riots, insurrection, molestation, epidemics, natural disasters, governmental measures, sit-in, serious disruptions in the Van Meeuwen company such as strike, abnormal absence due to sickness, defective machines, interruptions in the supply of energy, as well as inability to comply with the agreement due to shortcomings of Van Meeuwen suppliers or of persons or companies hired by Van Meeuwen for the execution of the agreement.

6.2 In the case of an Act of God parties are entitled to suspend their obligations pursuant to the agreement. The party experiencing circumstances beyond his control shall immediately inform the other party of such circumstances. If the situation resulting in circumstances beyond the party's power lasts for more than 3 (three) months, each of the parties is entitled to unilaterally fully or partially cancel the agreement by means of a written notification to the other party, without parties being allowed to demand restitution for damages one from another.

6.3 In the case of an Act of God, Van Meeuwen is entitled to demand payment for the services provided by Van Meeuwen under the respective agreement, prior to the occurrence of the Act of God.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 All intellectual property rights concerning products sold and delivered by Van Meeuwen as well as regarding the services supplied by Van Meeuwen, remain Van Meeuwen's property or - if applicable - of its supplier(s)/ licensor(s) and belong exclusively to Van Meeuwen or - if applicable - to its supplier(s)/licensor(s). These also include patent rights, brand rights, copyrights, model rights, know-how, the right to trade name, database rights and exclusive licensing rights. The

delivery of a product from Van Meeuwen cannot be construed as an emphatic or implicit license for the use, publication, multiplication, exploitation or release to third parties of the intellectual property rights, unless prior emphatic written permission to that effect has been obtained from Van Meeuwen.

7.2 All drawings, documentation, technical data, specification, manuals, advice (as described in article 1.2) supplied by Van Meeuwen to the Client or - if applicable - its supplier(s)/licensor(s) to Client and/or other information that is the subject of, or might be the subject of any intellectual property or a comparable right, remain Van Meeuwen's property or - if applicable - the property of its supplier(s)/licensor(s), and will also be returned to Van Meeuwen at Van Meeuwen's first request to that effect.

7.3 Client shall immediately inform Van Meeuwen, if he determines that a third party is infringing upon any intellectual property right of Van Meeuwen or - if applicable - its supplier(s)/licensor(s) or if a third party makes any claim on the Client in relation to Van Meeuwen's intellectual property rights or - if applicable - the intellectual property rights of its supplier(s)/licensor(s). If Van Meeuwen demands it, Client shall supply all reasonably expected cooperation leading to a speedy conclusion of the infringement activities or the dispute.

7.4 In the case of manufacturing products by Van Meeuwen according to Client's drawings, models, specifications or other indications, in the widest sense of the word, the Client fully guarantees, that the manufacturing, storage, marketing and/or delivery of these products do not cause an infringement on any brand name, patent, model or any other right of any third party. Client indemnifies Van Meeuwen concerning all damages, including costs and interest, which are the direct or indirect consequence of any such third-party claims.

7.5 If a third party, based on any alleged right, objects to the manufacturing, storage, marketing and/or delivery of the above-mentioned products, Van Meeuwen is entitled to immediately cancel the just mentioned actions, without being obligated to pay damages to the Client and without prejudice to the Client's obligation to indemnify Van Meeuwen as intended in article 7.4.

7.6.1 If Client infringes upon any intellectual property right, as described in the current article 7, then Van Meeuwen is entitled to claim from Client an immediately claimable, non-refundable, penalty of EUR 20,000 per infringement and for every day the infringement occurs, without prejudice to Van Meeuwen's right to claim full compensation of damages.

8. MISCELLANEOUS

8.1 Invalidity, annulment or the non-binding nature of one of the clauses of the Conditions does not affect the validity of the other clauses. If one or more clauses are/have become invalid, annulled, non-binding, Van Meeuwen and Client will agree on substitutionary clauses that are valid replacing content and effect of the clauses that appeared to be invalid, annulled and non-binding.

8.2 Van Meeuwen is entitled to transfer its rights and obligations according to these Conditions to another company belonging to Van Meeuwen.

8.3 The Client's rights and obligations based on these Conditions are non-transferable unless such has been expressly determined by these Conditions.

8.4 Unless parties explicitly have agreed otherwise, or unless the Conditions specify otherwise, every claim on Van Meeuwen expires 1 (one) year upon the moment of delivery or 1 (one) year from the date at which the delivery should have taken place or, in case of services rendered, 1 (one) year from the date at which the services rendered should have taken place.

8.5 Amendments or supplements to any clause in the Conditions are only valid when agreed upon in writing by the parties.

8.6 The titles and chapter headings in these Conditions exclusively serve layout purposes and cannot affect the content and meaning of the clauses in these Conditions.

9. CHOICE OF LAW AND COURT

9.1 All agreements between Van Meeuwen and Client, these Conditions and all subsequent or related extra-contractual obligations are subject to Dutch law, with the exception of the conflict rules based on Dutch international private law. The applicability of the Treaty of the United Nations regarding purchase agreements for moveables (Vienna, 11 April 1980) is emphatically excluded.

9.2 All conflicts concerning or resulting from, or due to an agreement with, or an offer made by, Van Meeuwen or any offer, respectively quotation fully or partially subject to the Conditions, these Conditions or all the extra-contractual obligations following from them, are exclusively submitted to the competent judge in Amsterdam. Yet, Van Meeuwen has the right, but not the obligation, if a specific conflict is suitable for this - at Van Meeuwen's discretion - to contract an independent expert, prior to appealing to the judge, in or

der to determine the cause, nature and scope of the alleged damage causing the conflict. The verdict of this independent expert shall be binding to Van Meeuwen and Client. The expenses of this expert's analysis will be (fully or partially) for the account of the party proven (fully or partially) wrong by the expert.

B. Conditions complementary to A, also applicable to products

10. TERM OF DELIVERY, TRANSPORT AND RISK

10.1 Agreed terms and dates of delivery are estimates and are never applicable as a fatal term or date. If Client still has to meet an obligation towards Van Meeuwen, based on any grounds, including the obligation of making an advance payment, Van Meeuwen is entitled to suspend its deliveries. If a term of delivery is exceeded because the Client failed to provide any clear instructions for delivery or failed to provide any other instructions or actions required for the delivery, or because another circumstance has occurred which cannot be imputed to Van Meeuwen and which prevented the timely delivery within the term of delivery, the term of delivery must be extended with the period by which the execution of the agreement has been delayed or hindered.

10.2 If a term of delivery is exceeded, the Client is never entitled to compensation of damages for any direct or indirect damage, nor to the dissolution of the agreement, nor to the suspension of any of his own obligations under the respective agreement or any other agreement.

10.3 Unless parties have emphatically agreed otherwise in writing, deliveries are "ex works", in conformity with the manner of delivery as determined by the most recent version of the Incoterms. If parties have agreed upon a different manner of delivery in an individual agreement then this different manner of delivery only applies to this individual agreement and not to any following agreements between the same parties.

10.4 In contravention to the stipulations in article 10.3, Van Meeuwen will in case of excess of the invoice amount of EUR 225 excluding VAT/Sales Tax offer Client to make arrangements for the products transport to the Client and to bear the related expenses, provided that the delivery has to occur within The Netherlands, for which Van Meeuwen will contract a transport company at its discretion. Notwithstanding the clause in the preceding sentence, the risk of the products passes undiminished to the Client at the moment at which these products are placed at the disposal of the transport company selected by Van Meeuwen for the transport to the Client. Therefore, the Client must provide adequate insurance of the products, irrespective of who provides the transport. If the Client decides to make the arrangements for the transport himself then he will bear the full costs, irrespective of the invoiced amount.

10.5 When the products after expiration of the delivery date or after expiration of the term of delivery have not been taken by the Client, Van Meeuwen is entitled to store the products (or to have them put in storage) for the Client's account and risk. Upon a 30 (thirty) day period upon the expiration of the delivery date, or upon expiration of the term of delivery, Van Meeuwen is entitled to (privately) sell these products. Any realised loss of sales revenue plus expenses will be for the Client's account, without prejudice to Van Meeuwen's other rights. So called 'private label products', custom-made products and products which after a period of 30 (thirty) days upon expiration of the delivery date/term of delivery have a shelf life of only 12 months cannot, however, - in view of their nature or shelf life - be resold. Any loss of sales revenue of Van Meeuwen plus the incurred expenses will be for the Client's account, without prejudice to the other rights of Van Meeuwen.

10.6 Advanced or partial deliveries are permitted at all times. The Client is obligated to accept such a delivery made by Van Meeuwen. These Conditions also apply to partial deliveries.

10.7 From the moment of delivery the product is for the Client's account and risk.

10.8 Client is obligated to check the delivered items and the packaging immediately for any defects and/or visible defects when and as soon as Van Meeuwen informs Client that the products are available and ready for the Client. Client must note (have noted) any discovered defects and/or visible defects of the delivered items and the packaging on the receipt, the invoice and/or the transport documents in the absence of which the Client is considered to have approved the delivered items. In that case any complaints regarding the delivered items, with the exception of the stipulations in article 12, will not be taken into consideration.

10.9 Van Meeuwen is entitled to contract any third parties - if Van Meeuwen considers it necessary or desirable - for the execution of the agreement as well as for the making of any repairs. The cost of such will be charged to the Client in conformity with the issued quotations. If possible and/or if necessary Van Meeuwen will consult Client regarding this.

11. RETENTION OF TITLE

- 11.1 Irrespective of the clauses in article 10.7, Van Meeuwen reserves the right of ownership of all products supplied/delivered to the Client until the purchase price has been fully paid, including any possibly required interest and costs. This also applies to the reservation of ownership for the claims which Van Meeuwen should have towards Client due to Client's failure to perform in one or more of his obligations towards Van Meeuwen.
- 11.2 If and as long as the products are subject to a reservation of ownership, the Client is not permitted to sell the products or to establish any limiting right on these, other than in the normal operation of his company. Client is obligated to include a similar reservation of ownership in his agreements with any third party with third parties concerning the products. The Client's right to sell the products in the course of his business operations is automatically cancelled if Client's assets are seized, or if a suspension of payment is requested, if a filing for bankruptcy has been made, or if the Client makes a payment arrangement with one or more of his creditors.
- 11.3 If Client creates a new product that is (also) based on the products delivered by Van Meeuwen, then the Client only creates the product for Van Meeuwen and Client stores the product for Van Meeuwen as long as the Client has not paid all of the amounts owed to Van Meeuwen based on the agreement. Van Meeuwen reserves all rights as the owner of the new product until the time when Client makes the full payment.
- 11.4 Client is obligated to separately store all products sold and delivered to him by Van Meeuwen in a clearly identifiable manner. Client has duty to maintain the products covered by the reservation of ownership and he must insure them and keep them insured against all of the common risks within the industry, including yet not restricted to the risk of fire, theft, explosion and water damage.
- 11.5 At all times, Van Meeuwen is entitled to remove these products (have them removed) from the Client's, to take them back and to store them elsewhere, if the Client fails to meet his obligations based on any agreement made with Van Meeuwen or if Van Meeuwen has good grounds to fear that the Client will fall short in the observation of his obligations based on any agreement made with Van Meeuwen. Van Meeuwen particularly may exercise this right if - though not exclusively - if (i) Client requests for a suspension of payment or if he has filed for bankruptcy, (ii) if a filing for the Client's bankruptcy has been made or if (iii) Client makes a payment arrangement with one or more of his creditors. In the case in which Van Meeuwen wants to exercise its rights of ownership described in this article, the Client now for such a case, unconditionally and irrevocably grants Van Meeuwen permission, or grants permission to a third party/third parties to be appointed by Van Meeuwen, to access the areas where the products owned by Van Meeuwen are stored and to take those products back.
- 11.6 Client must immediately inform Van Meeuwen if third parties pretend to possess rights regarding products delivered by Van Meeuwen to Client that are subject to the reservation of ownership or if they intend to seize such products. In that case, Van Meeuwen is entitled to temporarily or permanently (have) such products removed from the Client, to take these back and/or to store these elsewhere.
- 11.7 All costs regarding the exercise of the reservation of ownership, also including the costs of transport and storage are for the Client's account.
- 11.8 In the case in which Van Meeuwen has exercised its reservation of ownership, Van Meeuwen is entitled at all times, yet not obligated, to sell the products to a third party - with the exception of so-called 'private label' products, custom-made products and products with a limited shelf life - and the Client will be credited by Van Meeuwen for the products' economic value (to be determined by Van Meeuwen) or for the net sales value, whichever amount is lowest, reduced by all costs incurred for the recovered products, undiminished Van Meeuwen's right to compensation of the damages resulting from the Client's lack of compliance.
- 11.9 In the case of resale by Client of (not) yet, not fully or only partially paid products the Client accepts the obligation for that case, at Van Meeuwen's first request, to establish a right of pledge on the claims arising from this resale on his buyer (the second buyer). Client is obligated to provide all the respective data at Van Meeuwen's first request and to all that is needed to establish the intended right of pledge. The amount paid by the second buyer to Van Meeuwen due to the right of pledge is deducted from the amount the Client owes to Van Meeuwen.

12. REPORTING COMPLAINTS

- 12.1 Complaints regarding in visible defects must be reported in writing within 8 (eight) days following the time at which these reasonably might have been detected to Van Meeuwen - stating in detail the cause of such complaints - yet ultimately 2 (two) months upon delivery on penalty of cancellation

of any possible claims.

- 12.2 Having been reported in writing, the complaint's validity will be investigated as soon as possible by Van Meeuwen according to article 12.1. For that purpose, client shall permit representatives of Van Meeuwen to investigate the respective product at the Client's offices or at his company. If according to Van Meeuwen the complaint concerning a product delivered by Van Meeuwen is valid and Client - also according to Van Meeuwen's opinion - has provided sufficient evidence of the defect's existence at the time of delivery, as intended in articles 12.1 and 10.8, then Van Meeuwen at its discretion will (i) replace the faulty product or over part thereof free of charge, (ii) restore the defect or the product's defective part, or (iii) refund the Client for the purchase price of the defective product, without this entitling the Client to a compensation for damages.
- 12.3 If Client disagrees with Van Meeuwen's decision regarding the validity of the complaint, parties will delegate the decision about the issue to an expert to be appointed by the parties in mutual consultation. Parties will respect the expert judgement. Any costs of the expert will be for the account of the party proved wrong by the expert.
- 12.4 Products about which complaints were filed or responding to articles 12.1 or 10.8 cannot be returned to Van Meeuwen, unless Van Meeuwen has granted explicit prior permission for this.
- 12.5 Costs exceeding the normal cost of repair or replacement of the products are for the Client's account. The same thing applies to costs of transport, travel and wages caused by Client and any other costs which reasonably should not be chargeable to Van Meeuwen.
- 12.6 If, according to Van Meeuwen, the complaint is invalid concerning a product delivered by Van Meeuwen, and Client - also according to Van Meeuwen's judgement - has provided insufficient evidence that the defect, as intended in articles 12.1 and 10.8 indeed existed at the time of the delivery, Van Meeuwen is entitled to recover all of the incurred costs from the Client.
- 12.7 Complaints concerning invoices must be reported in writing within 10 (ten) days upon invoicing date - under an accurate description of the nature and cause of the complaints - to Van Meeuwen. Once this term has expired the client is considered to have approved the invoice. Beyond that term complaints will no longer be taking into consideration by Van Meeuwen.
- 12.8 In no case whatsoever, a possible complaint as intended in the articles 12.1 or 10.8 gives Client the right to suspend his obligations stemming from any agreement.
- ## 13. SOUNDNESS
- 13.1 Van Meeuwen guarantees the soundness of all of its delivered and manufactured products, as required for their application and use, under the conditions that have been communicated in writing to Client and as stated in the product information which Van Meeuwen issued to the Client regarding the respective product.
- 13.2 In no case whatsoever, does Client have a claim or a right of recourse under this condition towards Van Meeuwen in the case in which:
- Client fails to meet one or more of his obligations towards Van Meeuwen based on any grounds;
 - the alleged defect cannot be regarded as one arising from the normal use of the delivered products;
 - the alleged effect may be regarded as a minimal irregularity that is usual and/or unavoidable in such products (including, yet not restricted to, minimal variations in the viscosity) or which is caused by parts of the delivered products subject to any form of wear and tear;
 - the delivered products have been used in circumstances which do not agree with the circumstances for which they are intended;
 - the delivered products were stored carelessly, or contrary to instructions given by Van Meeuwen, changed, processed, used, maintained or repaired by someone other than Van Meeuwen, unless Client can prove that the performed services were provided by a professional and expert repair man and that it could not reasonably be expected of the Client to request prior approval of Van Meeuwen or to wait for assistance from Van Meeuwen;
 - it concerns a defect which the Client knew or should have known, or a defect caused by a circumstance occurring after the products were delivered to the Client.
- 13.3 In case any defect occurs, Client will immediately inform Van Meeuwen in writing of the defect as well as of the nature of the defect, yet in no case later than 10 (ten) days upon the moment at which the defect reasonably could have been discovered. In all cases the Client's right to appeal on the grounds of a lack of soundness expires after the above-mentioned term of 10 (ten) days.
- 13.4 If according to Van Meeuwen's opinion the appeal made on the basis of the stipulations in article 13.1 is valid then Van Meeuwen at its own discretion shall (i) replace the defective product or a part thereof free of charge, whereby the de-

fective product or the respective component thereof will become the property of Van Meeuwen, (ii) restore the defect or the defective part of the product, or (iii) refund the purchase price of the defective product to the Client, without this entitling the Client to claim compensation for damages. Costs exceeding the normal cost of repair or replacement of the products, or parts thereof, are for the Client's account. The same thing applies to costs of transport, travel and wages caused by Client and any other costs which reasonably should not be chargeable to Van Meeuwen. In all circumstances, Client shall give Van Meeuwen his full cooperation in order to make it possible for Van Meeuwen to fix the defect within a reasonable term, without charging Van Meeuwen any costs for this privilege.

- 13.5 In no case shall Client be entitled to suspend his obligations under the agreement or to dissolve the agreement with Van Meeuwen due to a defect occurring in a delivered product.
- 13.6 The clause in article 13.1 is exhaustive and excludes any other guarantee, be it written or orally, explicit or implicit, including guarantees regarding the saleability or suitability for any other purpose than the one for which the delivered product is intended.
- 13.7 If Van Meeuwen delivers products to Client, which Van Meeuwen has obtained from its own supplier(s) then Van Meeuwen is never obligated to more towards the Client than that which Van Meeuwen may claim towards its own supplier(s) and which in the respective case is also actually honoured by its own supplier(s).

14. LIABILITY

- 14.1 Client himself is liable for damage caused by defects or lack of suitability of products originating from him, or prescribed, or which must be purchased from a prescribed supplier and he is liable for the non-delivery or the untimely delivery of such products.
- 14.2 Moreover, Client himself is liable for damage caused by errors or defects in the drawings, calculations, constructions, specifications and implementation instructions which he supplies.
- 14.3 Van Meeuwen is not responsible for damage due to (i) a shortcoming towards Client, irrespective of whether it is imputable or not, unless it is a case of a breach of the conditions in article 13 of these Conditions, nor is Van Meeuwen responsible for damage resulting from (ii) an unlawful deed towards Client, unless the respective damage is caused by deliberate or intentional recklessness of the Van Meeuwen board or of subordinates belonging to the management.
- 14.4 In no case whatsoever is Van Meeuwen liable for Client's business damages, consequential damages and/or indirect damages, including yet not restricted to loss of profit or turnover, environmental damage and immaterial damage, aside from cases of gross negligence or evil intent. Nor is Van Meeuwen liable for damage which may be imputed to Client's actions or negligence or of actions of negligence of a third party contracted by the Client.
- 14.5 Exclusively concerning the written lubrication advice/plans regarding the type of lubrication products to be used, Van Meeuwen accepts the liability for damage of the equipment to which the lubrication advice/plan applied, directly resulting from any shortcoming of the advice/plan, provided that Client actually ordered Van Meeuwen to carry out the implementation of such lubrication advice/plans. In all other cases, Van Meeuwen accepts no liability as mentioned in the above sentence. Moreover, the validity of lubrication advice/plans is always linked to the implementation thereof by Van Meeuwen itself; if the implementation of the issued lubrication advice/plans is not (no longer) in the hands of Van Meeuwen, then any (possible) related liability of Van Meeuwen expires.
- 14.6 Without prejudice to the above conditions, in all cases Van Meeuwen's liability is restricted to the original products' purchase price, or - if it is the lesser amount - to the amount covered by Van Meeuwen's liability insurance and to the actual amount paid out in the respective case.
- 14.7 At Van Meeuwen's first request, Client is obligated to recall any products appearing to be unsound and marketed by Client, within a reasonable term, such at the discretion of Van Meeuwen. All related costs and any damage resulting from this are for the Client's account, unless these are for Van Meeuwen's account on the basis of articles 13 and 14.

15. OBLIGATIONS OF CLIENT AND INDEMNITY

- 15.1 Client is obligated to take all measures and to adhere to all instructions for the product's use contributing to the durability and safety of the product and to the safety of its user. Client is also obliged to clearly and explicitly make known the instructions for use, as determined by Van Meeuwen, to the third parties utilising the product.
- 15.2 If the products are intended for clients outside The Netherlands, Client is obligated to make certain that the products are for sale abroad, particularly - yet not exclusively - in regards to the regulations concerning trade regulations, product liability regulations and safety regulations.

- 15.3 In the case in which Client provides (technical) data and/or other information to Van Meeuwen, Client guarantees that such data and/or information do not infringe upon the rights of third parties nor that they are contrary to Dutch and European legislation and regulations.
- 15.4 Client is obligated to indemnify Van Meeuwen from all claims for damages from third parties concerning damage resulting from Client's non-observance of Van Meeuwen's Conditions or other regulations or from damage resulting from the Client's failure to provide any information at all, or Client's provision of insufficient information, to third party users in the product's use, or resulting from Client's wrongly provided data and/or information, as mentioned in article 15.3. Moreover, Client is obligated to pay compensation for any damage incurred by Van Meeuwen in such a case, including damage to the good name and reputation of Van Meeuwen.

C Conditions complementary to A and also applicable to Services

16. (EXECUTION OF) THE AGREEMENT

- 16.1 Parties enter into the agreement between Van Meeuwen and Client for an indefinite time, unless the content, nature and purpose of the agreement dictates that it has been entered into for a definite time or that it ends once the agreed services have been executed.
- 16.2 Van Meeuwen cannot be obligated by Client to start the execution of the agreed services before all necessary data according to article 18 are in Van Meeuwen's possession and Van Meeuwen has received the agreed payment/instalment, as charged on the advance invoice.
- 16.3 All assignments are exclusively accepted by Van Meeuwen and carried out with the exclusion of the articles 7:404 and 7:407 section 2 of the Dutch Civil Code.
- 16.4 In the performance of its duties, Van Meeuwen shall exercise the care of a good contractor, whereas this obligation has the nature of an obligation to perform to the best of Van Meeuwen's ability, unless expressly agreed otherwise in writing.
- 16.5 Moreover, during the rendering of its services, Van Meeuwen shall observe the legal requirements following from the safety and employment legislation in force in The Netherlands. Client shall inform Van Meeuwen concerning the peculiar regulations and measures applicable to dangerous and/or threatening situation on the locations where the services rendered by Van Meeuwen must be carried out.
- 16.6 If required within the context of lubrication technology-related maintenance, by contracting certified companies, Van Meeuwen shall take care of the disposal of environmentally harmful substances when performing services on location. The costs of this will be for the Client's account and will, therefore, be charged to him.
- 16.7 The time planning provided by Van Meeuwen in the offer, quotation or advice (as described in article 1.2), order confirmation, advance invoice etc is never to be regarded as a fatal time planning, unless emphatically agreed otherwise. The mentioned time planning can be affected, among other things, by a change of approach, methodology, or scope of the agreement and the resulting services as well as by a change of the moment of making information and data available by Client, as mentioned in article 18, or by a change in the moment of availability of the relevant conversation partners for the service to be provided, or by an unexpected absence of Van Meeuwen, due to which Van Meeuwen is no (longer) able to provide a timely replacement. An excess of the mentioned time planning - for one of the above-mentioned reasons or for whatever reason - does not give the Client the right to suspend any of his obligations towards Van Meeuwen nor any right to compensation of damages.
- 16.8 Van Meeuwen will make appointments with Client to set the date or term of execution of the agreed services. If Van Meeuwen for whatever reason is unable to perform the services at the agreed moments in time he will inform the Client as soon as possible of this. Next, Client and Van Meeuwen will agree on new, substitutionary, (work) appointments. Costs arising from being prevented to perform the services on the agreed date/time, will be individually charged by Van Meeuwen to the Client, unless the cause of the delay lies on the side of Van Meeuwen. Van Meeuwen will perform its services exclusively during its normal working hours unless emphatically agreed otherwise in writing.
- 16.9 If Van Meeuwen wishes to contract third parties for the execution of the agreement with the Client then Van Meeuwen will only proceed to do so upon mutual consultation with and upon Client's consent.

17. CLIENT'S OBLIGATIONS AND INDEMNITY

- 17.1 Client guarantees the accuracy, completeness and faithfulness of the information and data he supplies to Van Meeuwen.
- 17.2 Client takes upon himself the obligation to provide to Van Meeuwen all information and data required for the agreement's proper execution, in the form and manner desired by

Van Meeuwen. If Client does not, or not correctly, or not on time, provide the information and data required by Van Meeuwen, such according to Van Meeuwen's assessment, then Van Meeuwen is entitled to postpone the (further) execution of the agreement until the time at which the Client as yet provides all the required information and data to Van Meeuwen.

- 17.3 Client must immediately inform Van Meeuwen regarding the (whether or not) modified facts and circumstances which may be important in relation to the correct execution of the agreement.
- 17.4 Client is responsible for the fact that Van Meeuwen has access to the locations, where the services provided by Van Meeuwen must be carried out, and that such locations are safely accessible in such a way that Van Meeuwen is able to perform the required services.
- 17.5 Client is obligated to indemnify Van Meeuwen for all third-party claims (including those of Client's employees) in regards to the agreement existing between Client and Van Meeuwen or the implementation thereof.

18. REPORTING COMPLAINTS

- 18.1 Client is obligated to report any complaints concerning the execution of the agreement within 8 (eight) days in writing - under accurate statement of the nature and cause of the complaints - to Van Meeuwen, in the absence of which the execution is considered to have been accepted.
- 18.2 Client is obligated to report any complaints concerning the (advance) invoice(s) within 10 (eight) days upon invoicing date in writing - under accurate statement of the nature and cause of the complaints - to Van Meeuwen, in the absence of which the (advance) invoices are considered to have been accepted.
- 18.3 Having been reported in writing, the complaint's validity will be investigated as soon as possible by Van Meeuwen according to article 19.1 respectively 19.2. If Van Meeuwen considers the complaint(s) to be valid, then it is entitled as yet to perform the agreed services or credit Client for a corresponding part of the (advance) invoice, without this entitling the Client to claim compensation for damages.
- 18.4 In no case whatsoever, a possible complaint as intended in the articles 19.1 or 19.2 gives Client the right to suspend his obligations stemming from any agreement.

19. LIABILITY

- 19.1 Van Meeuwen is not liable for damages resulting from the fact that Client has provided incorrect, incomplete or unreliable information or data to Van Meeuwen. Nor is Van Meeuwen liable for damage which may be imputed to other actions or negligence, than those mentioned in the previous sentence, of the Client or of a third party contracted by the Client.
- 19.2 Van Meeuwen is not responsible for damage due to (i) a shortcoming towards Client, irrespective of whether it is imputable or not, nor for damage resulting from (ii) an unlawful deed towards Client, unless the respective damage is caused by evil intent or deliberate recklessness of the Van Meeuwen board or of subordinates belonging to the management.
- 19.3 In no case whatsoever is Van Meeuwen liable for business, consequential and/or indirect damage, including yet not restricted to loss of profit or turnover, environmental damage and immaterial damage of the Client. Nor is Van Meeuwen liable for damage which may be imputed to Client's actions or negligence or to actions of negligence of a third party contracted by the Client.
- 19.4 Exclusively concerning the written lubrication advice/plans regarding the type of lubrication products to be used, Van Meeuwen accepts the liability for damage of the equipment to which the lubrication advice/plan applied, directly resulting from any shortcoming of the advice/plan, provided that Client actually ordered Van Meeuwen to carry out the implementation of such lubrication advice/plans. In all other cases, Van Meeuwen accepts no liability as mentioned in the above sentence. Moreover, the validity of lubrication advice/plans is always linked to the implementation thereof by Van Meeuwen itself; if the implementation of the issued lubrication advice/plans is not (no longer) in the hands of Van Meeuwen, then any (possible) related liability of Van Meeuwen expires.
- 19.5 Without prejudice to the above conditions, in all cases Van Meeuwen's liability is restricted to the charged fees for the respective agreement, whereby for agreements with a longer duration than 6 (six) months, it is restricted to the charged fees in the past 6 (six) months, or - if less - Van Meeuwen's liability is limited to the amount covered by Van Meeuwen's (company) liability insurance is paid out in the respective case.

20. INTELLECTUAL PROPERTY RIGHTS SUPPLEMENTARY TO ARTICLE 7 IN PART A

- 20.1 Van Meeuwen reserves all intellectual ownership rights concerning all ideas or proposals of Van Meeuwen, whether

they be completely worked-out or not, also including reports, presentations, analyses, advice (as described in article 1.2), working methods and suchlike in relation to the agreement(s) to be carried out for the Client.

- 20.2 Without prior written permission of Van Meeuwen, Client is not entitled, whether or not together with or by contracting of third parties, to save anything mentioned in article 21 paragraph 1 (all of this in the widest sense of the word), on data media, to copy, publish or exploit it, aside from copying for use within Client's own organisation. All of the mentioned items in article 21 paragraph 1 (in the widest sense of the word, including lubrication advice/-plans) is strictly personal (created for the Client). It may not be given to third parties as a copy, or for perusal, unless Van Meeuwen has expressly granted Client prior permission to do so.
- 20.3 To the extent in which rights of ownership are created in the execution of the agreed services, Van Meeuwen will have the exclusive rights, irrespective of the part of the Client himself or contracted third parties in the creation thereof.
- 20.4 Van Meeuwen is free to use all knowledge and ideas generated and/or registered by Van Meeuwen during the execution of the agreed services, in the execution of other projects.
- 20.5 If Client infringes upon any intellectual property right, as described in the current article 21, then Van Meeuwen is entitled to claim from Client an immediately claimable, non-refundable, penalty of EUR 20,000 per infringement and for every day the infringement occurs, without prejudice to Van Meeuwen's right to claim full compensation for damages.

21. SECRECY

- 21.1 Van Meeuwen is obligated to secrecy regarding information or data supplied by or on behalf of Client, of which Van Meeuwen understands, or reasonably should understand, that they are secret and/or confidential and/or that their publication may be harmful to the Client. Van Meeuwen may not make the information or data available to third parties not involved in the execution of the agreement, unless Client has provided express written prior permission to make the respective information public or if publication occurs since the law or a competent authority has ordered Van Meeuwen to do so.
- 21.2 Client is obligated to secrecy regarding information or data supplied by or on behalf of Van Meeuwen, of which Client understands, or reasonably should understand, that they are secret and/or confidential and/or that their publication may be harmful to the Van Meeuwen. Client is also obligated to secrecy of Van Meeuwen's advice, opinions or other expressions - whether or not they be in writing - (all of this in the widest sense of the word), with the understanding that these may be utilised within the Client's own organisation. However, the stipulations in the previous sentences, is non-applicable, if Van Meeuwen has expressly granted prior written permission to make the respective information public or if publication occurs because the law or a competent authority orders Client to do so.

22. TERMINATION AND SUSPENSION

- 22.1 Upon the conclusion of the services provided by Van Meeuwen, Van Meeuwen will send Client a final invoice. If the agreement is prematurely cancelled in accordance with the stipulations in article 23.2 then Van Meeuwen will also send a final invoice covering the services provided up to the moment of conclusion.
- 22.2 Both Van Meeuwen as well as Client are entitled to cancel the contract at all times with immediate effect, aside from a case of an Act of God in conformity with article 6.
- 22.3 Van Meeuwen is entitled to suspend the execution of its obligations under the agreement with immediate effect, if Client is in default with any obligation for longer than 14 (fourteen) days after having been notified of this by means of a registered letter.
- 22.4 If Van Meeuwen decides for immediate cancellation or suspension, as intended in the above sections, then all claims of Van Meeuwen on Client, based on whatever reason, will be immediately claimable - without further summons or notice of default. In no way shall Van Meeuwen be liable towards Client for damage, costs and/or interest.

23. MISCELLANEOUS

- 23.1 Neither Van Meeuwen nor Client may during the life of the agreement nor within 1 (one) year upon the conclusion of the agreement hire employees who are (have been) employed by the other party, or negotiate about employment except upon previous consultation with the other party. These conditions are filed at the office of the Chamber of Commerce (Kamer van Koophandel en Fabrieken voor Gooi-, Eem-, en Fluvoland) under the numbers 32061789 (Van Meeuwen Smeerbeheer B.V.), 32015003 (Van Meeuwen Smeertechniek B.V.), 32036447 (Van Meeuwen Smeerkunde B.V.) and 32033134 (Van Meeuwen Chemicals B.V.). At all times, the most recently filed version is applicable.