

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF BLUEPRINT AUTOMATION B.V.

(registered with the Chamber of Commerce in Utrecht The Netherlands under No. 30089111)

1. General

- 1.1 These general terms and conditions apply to any and all offers made, tenders submitted and orders accepted by BluePrint Automation B.V. (hereinafter referred to as "BPA"). The conditions contained herein shall take precedence over any other conditions, and no contrary, additional or different provisions or conditions shall be binding on BPA unless expressly accepted by BPA in writing.
- 1.2 The goods to be supplied under these terms and conditions are referred to hereinafter as the Product.
- 1.3 The purchaser's terms and conditions of procurement shall not constitute any part of this present agreement, unless BPA shall have expressly agreed to those terms and conditions in the Order Confirmation it shall have issued.

2. Offers and tenders

- 2.1 Offers and tenders made by BPA are without engagement unless expressly otherwise stated therein.
- 2.2 If an agreement is made in writing it shall become effective on the date of its being signed by BPA, or respectively on the day the written Order Confirmation is mailed by BPA.

3. Data, designs, drawings

- 3.1 Information provided in catalogues, illustrations, drawings, size and weight data, performance figures and related information shall solely be binding if and insofar as they shall have been expressly specified in a contract which parties shall have signed or set forth in an Order Confirmation signed by BPA.
- 3.2 All drawings and technical information provided by BPA, free of charge or not, shall remain the property of BPA unless otherwise agreed upon in writing, and should BPA request its property be returned this shall be done without delay.
- 3.3 The purchaser shall refrain from copying any data, (technical) information or drawings provided by BPA and shall also refrain from disclosing or releasing any such data or information to third parties, except where this shall be necessary in connection with the completion and the performance of the order, and/or have been done with BPA's written permission.
- 3.4 BPA shall never be bound to provide construction and/or manufacturing drawings, even after an order shall have been confirmed.

4. Prices and taxes

- 4.1 BPA's prices are Ex Works, not including packaging costs unless expressly stated in writing. Extra costs incurred at the purchaser's request, or as a consequence of circumstances beyond BPA's control, will be charged to the purchaser.
- 4.2 Should one or more components of costs rise subsequent to an agreement having been concluded then BPA shall be entitled to increase the price agreed accordingly even if the price rise or rises in question could have been foreseen.
- 4.3 All sales, use and excise taxes imposed or incurred as a result of the sale of the equipment shall be paid by the purchaser.
- 4.4 All personal property and similar taxes imposed upon or assessed against the equipment after delivery shall be paid by the purchaser.

5. Packaging and shipment

- 5.1 BPA will determine the manner of packaging and shipping. Unless otherwise agreed in writing, packaging materials will not be taken back by BPA.

6. Delivery

- 6.1 The delivery period for a Product ordered from BPA shall commence, at the latest, on one of the following days:
- the day on which the agreement is entered into, or;
 - the day on which BPA receives the documents, information, licenses, etc. necessary for the performance of the order, or;
 - the day on which the formalities required for commencing the work shall have been fulfilled, or;
 - the day on which BPA receives the amount to be paid in advance before work is commenced as stipulated under the agreement.
- 6.2 BPA's obligation to deliver the Product shall be deemed to have been satisfied when BPA has made the Product available at its premises for the purchaser to take possession of and after the purchaser has been notified to this effect in writing.
- 6.3 The delivery period may be prolonged if any alterations to the Product to be delivered are required by the purchaser subsequent to the delivery period having been determined.
- 6.4 The delivery period may also be prolonged for the duration of any period if circumstances defined as "force majeure" prevail.

6.5 Without prejudice to other clauses in these terms and conditions regarding prolongation of the delivery period, the delivery period shall be prolonged for the duration of any delay which might arise for BPA when the purchaser has failed to meet an obligation resulting from the agreement or has not exhibited the cooperation which could be expected of it under the terms of the agreement.

6.6 Save in the event of gross negligence on the part of BPA, the fact that the delivery period has been exceeded shall not entitle the purchaser to terminate the agreement in full or in part. If, for any reason whatsoever, the delivery period is exceeded, this shall not entitle the purchaser to perform work which is covered by the agreement, or to have such work performed, elsewhere, without the leave of the competent court.

6.7 Failure to deliver the Product promptly at the stated time shall not entitle the purchaser to claim damages or postpone its obligations or to terminate the agreement, unless and to the extent to which the delay is the consequence of gross negligence on the part of BPA.

6.8 In these terms and conditions, gross negligence shall mean an act or omission which entails either a failure to pay due regard to serious consequences which a conscientious supplier would normally have foreseen as likely to ensue, or a deliberate disregard of the consequences of such an act or omission.

7. Inspection, costs of inspection and acceptance

7.1 The Product shall be examined and/or tested by BPA prior to delivery.

7.2 The purchaser will, at its own expense and risk, inspect and accept the Product and sign the acceptance report prior to delivery. After consultation with the purchaser, BPA shall determine the time and place of this inspection. The costs of any inspection inside or outside the factory shall be charged to the purchaser.

7.3 Should the purchaser, despite having been duly and promptly notified by BPA, not be present at the inspection, then the inspection, the acceptance and the acceptance report drawn up by BPA shall be binding for both parties.

7.4 If the acceptance test has been performed and has not given rise to specified and well-founded complaints, or if the purchaser was not present at the inspection, the Product shall be deemed to have been accepted.

7.5 The purchaser acknowledges that a significant quantity of representative product samples and shipping cases are required for operating line debugging and final testing at the BPA's works. The purchaser agrees to provide product samples and shipping cases for these purposes, at no cost to BPA, in such amounts as the BPA may reasonably request, shipping costs prepaid.

8. Delivery, passing of risk

8.1 Unless specifically agreed otherwise, delivery shall be Ex Works, and any other terms and conditions agreed upon shall be construed in accordance with the version of

INCOTERMS which is in force at the time when the agreement is concluded. If delivery is to be made Ex Works, and BPA, at the request of the purchaser, undertakes to send the Product to its destination, the risk will pass, at the latest, at the time when the Product is handed over to the first carrier.

8.2 In the event that a Product which is ready for shipment cannot be shipped immediately due to circumstances beyond BPA's control, then at the expense and risk of the purchaser, BPA may store the Product in its factory or elsewhere. All costs that such storage might entail (additional transport and handling charges, rental of storage space, insurance) shall be charged to the purchaser.

8.3 At the discretion of BPA, delivery may also be effected in several consignments. In the event that delivery is made in consignments, the purchaser will be liable to pay the invoices relating to each consignment in accordance with the applicable conditions of payment.

9. Retention of title

9.1 The Product shall remain the property of BPA until it has been paid for in full, insofar as and to the extent that retention of title is valid under the applicable law of the country in question. At the request of BPA, the purchaser shall assist BPA in taking any measures necessary to protect BPA's title to the Product in the country concerned. The retention of title shall not affect the passing of risk as described in clauses 8.1 through 8.3.

10. Installation on location

10.1 In the event that parties have agreed that the Product will be installed on location, the purchaser will place the Product in site.

10.2 The purchaser will make available, at its own expense, all utilities (gas, water, electricity, heating, compressed air and so on) necessary for the machine to be made operational, and without undue delay also make additional workmen, hoisting devices and similar appliances, auxiliary tools, auxiliary and industrial materials (fuels, oils, lubricants, cleaning materials and other small materials) available which are requested by BPA in connection with the installation.

10.3 BPA shall not be held liable for any damages which might be caused during installation on location to property or sustained by employees of the purchaser or by third parties, or for damage to or loss of materials, appliances and tools supplied to BPA on location, unless such damage results from gross negligence on the part of BPA.

10.4 BPA's personnel shall be allowed to conduct installation work during normal working hours

- 10.5 The purchaser acknowledges that factors such as the quality or lack of product or materials for on-site testing, other vendor machine malfunctions, unavailability of purchaser operators or mechanics and/or any other disruptive factors beyond BPA's control may extend the amount of time required for installation, resulting in increased service charges. It is the obligation of the purchaser to schedule BPA's service engineer only when all necessary advance arrangements are in place.
- 11. Payment**
- 11.1 Unless otherwise agreed, 50% of the purchase price shall be paid at the time the agreement is concluded and 50% at the time the machine is accepted as described in clause 7.4.
- 11.2 Whatever the means of payment used, payment shall not be deemed to have been effected until BPA's account has been fully and irrevocably credited.
- 11.3 Failure to effect any payment when due under the terms of the agreement shall cause the purchaser to be in default. In the event of default, BPA may either demand performance or, alternatively, choose to terminate the agreement, in both cases without further notice or judicial intervention being required.
- 11.4 In the event that the agreement is terminated, BPA is entitled to claim damages from the purchaser for the loss BPA has sustained. In such a case the damages claimed shall not exceed the purchase price agreed upon.
- 11.5 Any amount which is not paid when due will bear interest from the day on which payment fell due. The rate of interest shall be as agreed between the parties. If the parties fail to agree on the rate of interest, it shall be EURIBOR + 5% per year or each part thereof.
- 11.6 The purchaser shall reimburse BPA for any and all judicial and extrajudicial expenses incurred by BPA in connection with the collection of any amounts which were due to it from the purchaser.
- 12. Complaints**
- 12.1 The purchaser shall inspect the Product for visible defects within 14 days after delivery has been effected as described in clause 6.2. If this period should pass without written and specified notification of well-founded complaints having been received by BPA, the Product shall be deemed to have been accepted.
- 13. Guarantee/Liability**
- 13.1 Without prejudice to the provisions of clause 13.13, BPA's liability shall be limited to defects that shall have appeared within a period of one year from delivery as described in clause 6.2. Wear and tear parts are excluded from guarantee.
- 13.2 When a defect in a part of the product has been remedied, BPA shall be liable for defects in the repaired or replaced part under the same terms and conditions as those which applied to the original part.
- 13.3 The purchaser shall notify BPA without undue delay of any defect that should appear. Such notification shall under no circumstances be given later than two weeks after the expiry of the period referred to in clause 13.1. Where a defect is such that it may cause damage, notification shall be made thereof immediately. The notification shall contain a description of the defect. If the purchaser does not notify BPA of a defect within the time limit set forth in this clause, it shall forfeit its right to have the defect remedied.
- 13.4 On receipt of the written notification as described in clause 13.3, BPA shall remedy the defect without undue delay and at its own expense in accordance with the stipulations of clauses 13.1 through 13.6, inclusive. Repair shall be carried out at the place where the Product is located unless BPA deems it appropriate that the defective part of the Product be returned to it for repair or replacement. BPA is obliged to carry out dismantling and re-installation of the part if this requires special expertise. If such special expertise is not required, BPA shall be deemed to have fulfilled its obligations in respect of the defect when it delivers to the purchaser a duly repaired or replacement part.
- 13.5 If the purchaser has sent BPA written notification as described in clause 13.3 and no defect is found for which BPA is liable, BPA shall be entitled to receive compensation for any costs it has incurred as a result of the notification being given.
- 13.6 At its own expense and risk, the purchaser shall arrange for any dismantling and re-assembly of equipment other than the Product, to the extent that this is necessary before the defect can be remedied.
- 13.7 Unless otherwise agreed, the purchaser shall bear any additional costs which BPA might incur for the repair, dismantling, installation and transport as a result of the Product being located in a place other than the destination stated in the agreement or, if no destination is stated, the place of delivery.
- 13.8 Defective parts that have been replaced shall be made available to BPA and shall become its property.
- 13.9 BPA is not liable for defects arising out of materials provided by, or a design stipulated or specified by, the purchaser.
- 13.10 BPA is liable only for defects that appear under the conditions of operation as provided for in the agreement and in the course of proper use of the Product. BPA's liability does not cover defects that are caused by faulty maintenance, incorrect erection or faulty repair by the purchaser, or due to alterations carried out without BPA's written consent. Finally, BPA's liability does not extend to normal wear and tear or deterioration.
- 13.11 The provisions of clauses 13.1 through 13.10 inclusive notwithstanding, BPA shall not be held liable for defects in any part of the Product after a period in excess of two years shall have elapsed after the commencement of the period stated in clause 13.1.
- 13.12 In the event that the Product or parts thereof have been purchased by BPA from third parties, or that work has been performed by third parties, the guarantee of the third party concerned shall apply.

- 13.13 The purchaser cannot claim the benefits of any guarantee unless it has completely fulfilled its obligations under its agreement with BPA.
- 13.14 BPA shall not be liable for any defects save those described in clauses 13.1 through 13.12 inclusive. This applies to any losses the defect may cause, including loss of production, loss of profits and other indirect losses. Moreover, BPA shall never be obliged to pay any compensation for direct or indirect damage to persons or goods, including consequential damages. The purchaser will indemnify BPA for any losses sustained or expenses incurred by BPA by reason of damages caused to third parties.
- 13.15 BPA shall not be liable for any damage caused by the Product after it has been delivered and whilst it is in the possession of the purchaser. Nor shall BPA be liable for any damage to products manufactured by the purchaser, or to products of which the purchaser's products constitute a part.
If BPA incurs liability towards any third party for such damage to property as described in the first sub-section of this clause, the purchaser shall indemnify, and defend BPA's position.
If a claim for damages as described in this clause is lodged by a third party against one of the parties, the party involved shall inform the other party to this effect forthwith in writing.
BPA and the purchaser shall be mutually obliged to allow themselves to be summoned to appear before the court or arbitration tribunal examining claims for damages lodged against one of them on the grounds of damages allegedly caused by the Product.
- 13.16 All OEM equipment not manufactured by BPA will carry only the OEM equipment manufacturer's warranty
- 13.17 Purchaser hereby covenants that the machinery sold hereunder shall be operated by the purchasers employees and agents utilizing all guards, warning signs and other safety devices that are provided with or are part of the Machinery. In addition to any other rights that BPA may have against the purchaser for breach of this covenant, no warranty on the Machinery whatever, expressed or implied, shall be applicable in the event that such covenant is breached. Purchaser further agrees that it shall indemnify and hold harmless BPA for all claims from damages and injuries that might result from operation of the machinery without guarding, warning signs and other safety devices.
- 13.18 BPA does not warrant:
- 13.18.1 Any components or parts used in this equipment which are purchased from other manufacturers, in which case the original manufacturer's warranty shall apply;
- 13.18.2 Damage caused by use of the items of equipment for purposes other than those for which they were designed;
- 13.18.3 Damage to items of equipment caused by disasters such as fire, flood, wind and lightning;
- 13.18.4 Damage to items of equipment caused by alteration or modification without the BPA's advice and prior consent;
- 13.18.5 Damage to any item of equipment resulting from use not in compliance with recommended procedures,
- improper service or any other cause beyond the control of BPA; or
- 13.18.6 Damage resulting from the neglect, abuse or misuse of items of equipment, including vandalism or sabotage.
- 14. Patents, intellectual rights and software**
- 14.1 The purchaser will indemnify, defend BPA's position in the broadest senses of the words for and against all damage and liabilities that BPA may sustain, if in the execution or performance of an order BPA infringes the intellectual and/or industrial property rights of third parties, which infringement is due to BPA following designs, specifications or other instructions provided by the purchaser with respect to such an order.
- 14.2 If BPA provides any third party software to the Purchaser hereunder, such software is provided subject to the terms and conditions of the third party software provider's then current end user license agreement. If such software is customized by BluePrint Automation, Inc. for the purchaser, BluePrint Automation, Inc. hereby grants to buyer a royalty free, nonexclusive, nontransferable, limited license of such customization solely for its use in connection with the operation, maintenance and repair of the machinery and the training of the Purchasers employees therefor. Such customized software may not be reproduced or distributed in any manner.
- 15. Repairs and processing**
- 15.1 Except as provided for in clauses 13.1 through 13.15 inclusive, the product received by BPA for repair or processing at its factory or on its sites will remain for the risk of the purchaser and will be repaired or processed at the expense of the purchaser.
- 16. Force majeure, suspension and cancellation of the agreement**
- 16.1 Should circumstances arise which could not have been foreseen at the time the agreement was concluded and as a result of which the execution and/or performance of the agreement - outside of BPA's control - is hindered, impeded or rendered impossible in whole or in part, either directly or indirectly, BPA shall be entitled, in whole or in part, either to suspend the agreement for up to a maximum period of six months, or to view the agreement as being terminated, without any further obligation on BPA's part.
Such circumstances will include, among others: war, the threat of war, civil war, natural disasters, revolt, strike, exclusion from company premises, fire, epidemics, breakdowns in BPA's operations, delayed or incorrect deliveries from BPA's suppliers, official measures taken by the authorities, embargoes, blockages, congestions.
In such an event, any goods and materials of the purchaser which BPA has in its possession at that time will be for the purchaser's expense and risk as of that moment.
- 16.2 BPA shall also be entitled to suspend the agreement for up to a maximum period of six months or to terminate the agreement in the event that the bankruptcy or suspension of payments of the purchaser is applied for or pronounced, the purchaser's business is closed down or liquidated or if the purchaser does not fulfil its obligations

under the agreement. In the event that BPA should terminate or suspend the agreement, all amounts due to BPA from the purchaser will immediately become payable, without prejudice to BPA's right to full compensation. In such a case the compensation claimed shall not exceed the purchase price agreed upon. Should BPA suspend its deliveries and/or make use of any right to terminate the agreement, BPA shall be entitled to take back or to demand the return of any or all parts of the Product delivered by BPA to the purchaser, provided that BPA credits to the purchaser an amount to be determined in all reasonableness for the Product or part thereof, less the costs of delivery and the costs of settlement. The amount to be credited may be offset against the amount of BPA's receivables due from the purchaser.

17. Interpretation

- 17.1 Should it transpire that any clause or part thereof in these terms and conditions be invalid, that clause or part thereof shall cease being applicable and shall be replaced by a text which is acceptable to both parties. The other clauses of these conditions shall remain valid.
- 17.2 The written confirmation of order sent by BPA, together with these Sales Conditions, constitute the entire agreement between the parties, and no representation, statement or understanding made by or between the parties that is not contained herein or therein is valid or binding.

18. Disputes and applicable law

- 18.1 Any and all disputes that should arise in connection with the agreement shall be settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules, supplemented as necessary by the procedural rules of Dutch law; settlement shall be binding.
- 18.2 The agreement shall be governed by Dutch law.
- 18.3 For the execution and/or performance of the agreement of which these General Terms and Conditions of Sale and Delivery constitute a part, domicile will be chosen by BPA and by the purchaser at the office of BluePrint Automation B.V., Woerden, the Netherlands.

**BluePrint Automation B.V.
Carrosserieweg 3
3445 BC Woerden
P.O. Box 347
3440 AH Woerden
The Netherlands**