

GENERAL TERMS OF SALE AND DELIVERY H.P. WELL SCREEN B.V. registered offices and premises in (7641 AB) Wierden Nijverheidsstraat No. 14.

Registered at the Chambers of Commerce under number 06065433.

Article 1 Definitions

In these general terms and all related documents the concepts used the have following meaning.

Concepts in singular also include the plural and vice versa, as far as the text so requires.

<i>General terms:</i>	these general terms of sale and delivery of H.P. Well Screen B.V., for delivering objects/products and/or services.
<i>The User:</i>	H.P. Well Screen B.V., registered offices at (7641 AB) Wierden, Nijverheidsstraat No. 14, which uses these general terms in its offers and the conclusion of agreements.
<i>Counterparty:</i>	the party to whom H.P. Well Screen B.V. (the User) makes an offer or with whom H.P. Well Screen B.V. (the User) enters into an agreement to which these General terms are applicable.
<i>Material:</i>	All materials, raw materials, components, devices or other independent or non-independent business parts of any kind whatsoever to be part of the Product.
<i>Objects/Products:</i>	The objects/products that have been agreed upon (to be) delivered.

Article 2 Applicability

1. These general terms are applicable to all offers, agreements, sales and deliveries of the User.
2. Should the Counterparty accept and retain, without comment, a quotation or order confirmation which refers to these terms, the Counterparty shall be deemed to have agreed to the application thereof.
3. The applicability of the General terms of the Counterparty are expressly rejected, unless contractually agreed otherwise.
4. The possible inapplicability of a (part of a) provision of these general terms shall leave the applicability of the other terms intact.
5. In the event of a dispute between the parties regarding the interpretation of these Terms, only the Dutch text of these Terms shall predominate. Any translation of these Terms are intended only as an additional service to the Counterparty.

Article 3 Offers

1. All offers, quotations, price lists, delivery times of the User are without engagement, also if the offered objects and/or services, pictures/catalogues, drawings etc. are issued. Reported images / catalogues, drawings, etc. only give a general impression of the objects / products offered and are not binding.
2. User has the right to withdraw an offer within five working days of receipt of the acceptance.
3. Each offer is based on the implementation of the agreement by the User, under normal circumstances and during normal working hours.
4. Quotations are based on data that may have been issued by the Counterparty upon request.

Article 4 Agreement

1. An agreement with the User is established only after the User has confirmed an assignment or order in writing after receipt of the assignment or order has been confirmed. As long this as confirmation has not been made, the User is entitled to sell and deliver the objects/products offered by her. The order confirmation is deemed to present the agreement as correct and complete.
2. Possibly after the conclusion of an agreement, with supplementary or amended engagements and/or commitments by staff or on behalf of the User by representatives and other persons binding the User only if these engagements/commitments are confirmed in writing by the User.
3. The User is entitled to enlist a third party to execute the agreement.

Article 5 Prices

1. All prices are excluding VAT excluding other charges which may possibly be imposed by the government. However, packing costs order handling costs and transport costs are included in the price, unless otherwise stipulated in the contract.
2. Should it occur that, between the date of conclusion of the contract and delivery of the product that the cost price of the products ordered and the materials used increases and/or due to government and/or trade unions making changes in wages, working terms or social or other liabilities, the User is entitled to pass on these increases to the Counterparty, the same applies in the case currency or of increases in the (cost) price of the Product as result of differences in currency fluctuations.

Article 6 Delivery

1. Delivery takes place from "the warehouse" in the Netherlands. Specified delivery periods can never be regarded as a deadline, unless expressly agreed upon. If the products are not delivered on time, the User must give notice of default in writing and grant a reasonable term for delivery.
2. From the time of delivery, including the date referred to in the following paragraph, it is delivered at the expense and risk of the Counterparty.
3. If it is not possible to deliver the objects to the Counterparty, the User retains the right for the right to put the objects into storage on expense of the Counterparty. After 30 days, User shall be entitled to deliver the objects/products to a third party or destroy these. The foregoing obligation of the Counterparty to pay the purchase price without prejudice.
4. Delivery shall only be carriage free, if and in so far as expressly agreed upon in writing and specifically to one address given by the Counterparty even if the objects/products ordered by the Counterparty are intended to be distributed to different addresses. The Counterparty ensures good accessibility to the destination /unloading bay and is responsible for unloading/ loading.
5. The User is authorized to suspend new deliveries, until the Counterparty has fulfilled all its outstanding payment obligations to the User and the User is entitled to require security from the Counterparty before delivery is made.

Article 7 Transport

1. Shipment of ordered objects/products is done as required by the User, nevertheless on account and risk of the Counterparty, also if carriage paid delivery has been agreed upon.
2. The User shall not be liable for damage of any kind or form whatsoever, related to the transport, whether or not the objects/products have suffered damage.
3. The Counterparty must take out adequate insurance against risks during transport and delivery.

Article 8 Complaints / Return shipments

1. Claims will only be handled by the User, if in compliance with the provisions of this article are submitted in writing directly to the User, with an accurate specification of the type and grounds of the complaint.
2. The Counterparty is obliged to immediately inspect the objects on receiving them. If visible defects are found, these must be noted on the bill of lading and /or consignment note and within 24 hours brought to the attention of the User. In cases where the relevant objects/products have a hidden defect, this must be reported within 8 days after discovery then certainly within 8 days after the hidden defect could have been discovered in all reasonableness, to be reported in writing to the User. A defect is considered a hidden defect if it is not established by the Counterparty on delivery and in all reasonability could not have been established.
3. If the aforementioned reclaim is not within the time limits laid down are not made known to the User, the objects/products will be considered to have been received in good condition and the law on making claims will be null and void.
4. Complaints do not suspend obligated payment of the Counterparty.
5. The User should be empowered/able to investigate the complaint. If the Counterparty does not empower the User to do so, the right to reclaim is made null and void.
6. If return shipment proves to be necessary it shall only be for the account and risk of the User if the latter has given its express prior written consent.
7. If the objects/products, after delivery, are changed in type and/or composition, have been wholly or partially treated or processed, damaged or repacked, the right to reclaim is made null and void.

Article 9 Liability / Guarantee

1. If the delivered Product manifests faults in material and/or manufacture that must have been evident at the moment of delivery, the User undertakes to replace the Materials free of charge.
2. Free replacement for objects/products supplied by the User, but (auxiliary) apparatus and parts not made by the User only takes place when the User costs thereof are paid by his suppliers..
3. Advice and information by the User on the use and application of the Products of the Counterparty does not dismiss its own obligations for research and experimentation. Liability for the advice and information given is not accepted by the User, except in the case of intentional or gross negligence.
4. The User does not accept any liability for consequential damage, such as business interruption/failure, any loss of income, increase in costs or other such damages, whether or not by third parties.
5. For Act and/or omission by the User and/or his staff and/or third parties engaged by the User, during working hours or outside working hours, the User accepts no liability, except to the extent that at the User and/or his staff of intent, gross negligence or gross negligence.
6. Without prejudice to the provisions of the previous paragraphs, the liability of the User – on any account whatsoever – is limited to the amount of the net selling price of the objects/products delivered.
7. Warranty can only be invoked if the purchase price has been paid in full.
8. The Counterparty is liable for all damages and shall indemnify the User against all claims of third parties in respect of compensation for damage if and to the extent that:
 - a. the aforementioned damage has been caused by improper and/or with instructions from the User conflict usage and/or improper storage of the objects/products supplied by the Counterparty;
 - b. the aforementioned damage is due to the Counterparty not following up the instructions and/or advice given by the User, among other concerning the protection of quality and durability.
9. User is not liable and does not guarantee objects/products delivered to the extent that the objects/products do not function as they ought to as result of the Counterparty supplying incorrect specifications and other information when entering the contract, or during the existence of the agreement.
10. If, after verification by the User that the objects/products, which complained of, do not show any defects, all costs incurred by the User in connection with the advertising will be charged to the customer.
11. With regard to the products supplied by the User, (but) not having been manufactured by the User itself, a guarantee shall no longer be given, other than that which is given to the User by the supplier/s.
12. Outside the guarantee any defects that occur in, or are caused wholly or in part from:
 - a. non-compliance with operating and maintenance instructions, or other than anticipated normal use;
 - b. normal wear and tear;
 - c. the application of any government regulation regarding the nature or quality of the applied materials;
 - d. in consultation concerning materials respectively objects/products used by the Counterparty.
 - e. materials or objects/products supplied by the Counterparty to the User for processing.
 - f. Materials, business, process and structures, as far as is explicitly instructed applied by the Counterparty, including or on behalf of the Counterparty supplied materials and objects/products including instructions given by the Counterparty and /or information provided;
 - g. third-party components involved by the User, in so far as this third party has not provided a guarantee to the User or if the guarantee provided by the third party has expired.

Article 10 Payment

1. Payment must be made within thirty days after the invoice date, unless the parties have agreed on a different payment term. The right to make deliveries depending on immediate payment by the User, is reserved.
2. If an invoice after the expiry of the period referred to in paragraph 1 has not been fully paid:
 - a. the Counterparty shall pay interest to the User in accordance with the statutory commercial interest rate in compliance with art. 6: 119 a Dutch Civil Code;
 - b. the Counterparty shall, after having been admonished by the User, the costs associated with taking judicial and non-judicial debt collection, and/or enforcement measures (including the cost of a bankruptcy application) are due with a minimum of € 450, =.

3. At the discretion of the User or in previous similar circumstances, without further notice of default or judicial intervention, the agreement be dissolved in whole or in part, whether or not combined with a claim for damages.
4. If the Counterparty party fails to meet his payment obligations in due time, the User shall be entitled to suspend the fulfilment of obligations towards the Counterparty in respect of deliveries/the performance of work, until such time that the payment is made or sound security has been given for this. The same applies prior to the time of default/absence if the User has the reasonable suspicion that there is reason to doubt the creditworthiness of the Counterparty.
5. Payment by the Counterparty for the settlement of all outstanding interest and costs and thereafter of payable invoices which have been outstanding the longest, even if the Counterparty states that the payment relates to a later invoice.

Article 11 Bankruptcy / lack of power of disposition

Without prejudice to the provisions of the other articles of these terms, the contract concluded between the User and the Counterparty is dissolved without judicial intervention and without any notice of default being required, at the time when the Counterparty is declared bankrupt, provisional suspension of payment is applied for applied for a suspension of payments, on the Counterparty is declared, the legal debt restructuring of application or by seizure incapacity or otherwise, the power of disposal and/or legal capacity with respect to his power or lose parts of it.

Article 12 Settlement

If the Counterparty, for any reason whatsoever, has one or more counterclaims on the User, or will receive such, the Counterparty shall waive of the right to set-off with regard to this claim (s). The said waiver of the right to setoff shall likewise apply should the Counterparty apply for (provisional) suspension of payment or is declared bankrupt or that the statutory debt rescheduling is declared on Counterparty.

Article 13 Retention of title/property/warantee

1. All sold and delivered objects/products remain the property of the User until all claims of the User are paid by the Counterparty, including the payment of the purchase price of the products or other products, damages, interest and collection costs.
2. In case the User invokes the retention of title, the relevant agreement as terminated, without prejudice to the right of the User compensation for damages, lost profits and interest.
3. The Counterparty is obliged to inform the User immediately in writing of the fact that third parties rights on items subject to retention of title under this Article.
4. The Counterparty is not entitled to allow third parties to pledge objects/products and / or a possessory pledge shall establish and / or bringing the business into the actual control of one or more financiers (warranting). The User can then immediately, without being liable for any notice of default, suspend its obligations under the agreement, or dissolve the agreement, without prejudice to the right of the User to compensation for damages, lost profits and interest.

Article 14 Cancellation / Dissolution

1. The Counterparty waives all rights to dissolve the agreement pursuant to Art. 6:265 e.v. Dutch Civil Code or other statutory provisions.
2. Amounts already paid by the Counterparty shall not be refunded.

Article 15 Non-culpable shortcoming

1. In the event that the fulfilment of the User is obliged because of agreement with the Counterparty is not possible due so on a non-attributable shortcoming on his part, and / or on the part of third parties / suppliers for implementation of the agreement the User is entitled to dissolve the agreement between the parties, or to suspend the fulfilment of his obligations to the Counterparty for a reasonable period to be determined by him without being obliged to pay any compensation. Should the above situation occur if the contract has partially been fulfilled, the Counterparty is obliged to accomplish service obligations to the User up to that moment in time.

2. Circumstances will be a non-attributable failure which will mean: war, riots, mobilization, domestic and foreign unrest, government action, strikes and lockouts by staff or threats thereof and similar circumstances; disruption at the time of entering into the agreement exchange rates; business interruptions due to fire, accident or other incidents; natural phenomena, all this irrespective of whether the non or late performance takes place at the User, its suppliers or third parties engaged by him for the performance of the obligation. Furthermore a non-attributable shortcoming shall be understood to mean: every circumstance independent of the User's intention, even though it was, at the time of the conclusion of the agreement already foreseeable that the agreement permanently or temporarily unable to fulfil the contract.

Article 16 (Intellectual) Property of drawings, calculations, models etc.

1. The offer issued by the User, as well as self-produced or provided drawings, calculations, programs, descriptions, models, tools etc. remain their property, also even if costs have been charged. The intellectual property of the information contained within same or based upon fabrication and construction methods, products etc. shall remain exclusively reserved to the User, even if costs have been charged in such respect. The Counterparty guarantees that information referred to, except for the implementation of the agreement, shall be no other than with the written permission of the User is copied, shown to third parties, made known or used.

Article 17 Applicable law/disputes

1. The agreements concluded between the User and the Counterparty shall be governed exclusively by Dutch law. The Vienna Sales Convention (Treaty of the United Nations Convention on contracts for the international sale of objects/products, Vienna 11 April 1980, Trb 1981, 184 and 1986, 61) is not applicable to this agreement.
2. Any disputes arising between the parties, as a result of the agreement, and/or other agreements and other acts in connection with this Agreement, such as, but not exclusively, tort, undue payments and unjust enrichment, will be settled by the Court of law in Almelo, except to the extent mandatory competency rules to this choice would stand in the way..
3. A dispute is deemed to exist if one of the parties declares that this is so.