

General Purchasing Terms of Van Aalst Bulk Handling B.V.

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Article 1 – General

Unless explicitly agreed otherwise, the supplier will be deemed to have accepted these general purchasing terms, even if the supplier's delivery terms differ from these.

Article 2 – Prices

All prices are firm and carriage paid to delivery address applies, excluding turnover tax and including proper packaging. Price increases as a result of additional deliveries can only be charged on if they are accepted by us in writing in advance. Prices should be indicated in euros (€); exchange rate differences cannot be settled.

Article 3 – Delivery time

The supplier must confirm the item to be delivered within one week after the order date, either in writing or by e-mail. Confirmation includes the date of delivery and the agreed payment terms.

The supplier is required to comply with the date stated in the order. In the event of late delivery without our prior acceptance, we reserve the right in all cases to cancel the order in whole or in part, without notice of default or judicial intervention and notwithstanding our other statutory rights. For each calendar day that the delivery occurs later than agreed, we also reserve the right to charge 0.1% per day of the agreed order amount.

Article 4 – Place of delivery

The place of delivery is indicated in the order. In the event of incorrect addressing by the supplier, the additional freight charges are for the supplier. If the prices are agreed on as 'ex works' in that case, deliveries must nonetheless occur carriage paid to delivery address, (in which case) so that the freight charges are charged. If the items are collected by us or on our behalf, the supplier must provide assistance with loading without charge.

Article 5 – Transport insurance

For deliveries carriage paid to delivery address, the risk of damage during transport is at the supplier's expense.

Article 6 – Transport of ownership and risk of ownership

Transfer of ownership and risk occurs as soon as the items have been received by us. In the event of rejection, the ownership and risk of the items involved will remain with the supplier from the date of shipment of the relevant notice to the supplier.

Article 7 – Invoices, shipping notices and packing lists

All invoices must be submitted in a single copy. Non-compliance with the request stated in the order to send the shipping notices and packing lists to the prescribed addresses and partial completion of said documents, with all necessary information, such as reference numbers, etc., may result in delays in payment.

Article 8 – Items to be provided

All items provided by us to the supplier for the execution of a mandate will be sent carriage paid and will remain our property under all circumstances. Damage to items provided by us will be at the supplier's expense.

Article 9 – Drawings and plans

All drawings, plans, etc., provided by us will remain our property and must be returned to us immediately after manufacturing. The supplier will not be permitted to use these nor allow them to be used by third parties for or in relation to any other purpose than for making the delivery to us, unless we explicitly consent in writing in advance.

Article 10 – Rejection

Neither receipt nor payment for the items implies acceptance. If the items should prove not to correspond to the requirements described in the order and/or in the specifications, we will be entitled to cancel the order in whole or in part without notice of default or judicial intervention and notwithstanding our other statutory rights.

Article 11 – Guarantee

The item delivered must correspond to the agreement. It must have the properties that we may expect on the basis of the agreement, specifically the properties needed for normal use of the item and whose presence we did not need to doubt, as well as the properties required for special use provided for in the agreement. The supplier must eliminate all errors and defects at our first indication, either by repair or replacement, at our option. In the event of non-fulfilment by the supplier, we will be entitled to carry out the necessary actions or have them carried out by third parties, at the supplier's expense and risk.

Article 12 – Liability

The supplier is liable for all damage caused by the supplier or by people for whom the supplier is responsible, particularly for damage caused to or by the items delivered as a result of errors or defects of the items delivered, according to the above guarantee, as well as according to the rules of Dutch civil law. Liability also extends to damage due to late delivery, damage to third-party items, business damage and other indirect damage arising with us or third parties. The supplier will hold us harmless of liability towards third parties and indemnify us as necessary.

Article 13 – Industrial property

The supplier engages that the items to be delivered by the supplier to us do not infringe on industrial property rights of third parties and holds us harmless of all claims arising therefrom against us. The supplier will compensate us for all expenses, damages and interest arising from any infringement.

Article 14 – Payment

Unless we make a claim regarding the quality or quantity of the items delivered after receipt of the items, payment will occur within 30 days from receipt of the invoice. We do not make advance payments unless the order states otherwise. In that case, all advance payments made are considered a loan to the supplier until the order is completed.

Advance payments of amounts over € 50,000 require a bank guarantee. Invoice we consider to contain insufficient information for handling, such as order numbers, will be returned for completion.

Article 15 – Identification of items

All identification requirements stated in the order or on the drawing lists must be fulfilled and applied clearly; the supplier may be required to perform such identification at the delivery address if the above requirements are not fulfilled.

Article 16 – Disputes

All disputes, include disputes seen as such by one party only, will, where they exceed the authority of the district judge, be adjudged by the Regional Court in The Hague. An agreement concluded entirely or partially under these terms will at all times be subject to Dutch law.