

GENERAL PURCHASE TERMS AND CONDITIONS OF NORMA

Article 1 Definitions

In these general terms and conditions the following definitions are applied:

| | |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Norma: | Norma Holding B.V. and/or the group companies affiliated with it as referred to in Section 24b Book 2 of the Civil Code; |
| Supplier: | the party other than Norma; |
| Parties: | Norma and the Supplier; |
| Goods: | Products delivered by the Supplier to Norma including the installation/assembly thereof (insofar as forming part of the Agreement) and the Services or materials related thereto; |
| Services: | Services delivered by the Supplier to Norma; |
| Agreement: | The arrangements recorded in Writing between Norma and the Supplier regarding the delivery of Goods and/or the providing of Services by the Supplier for the benefit of Norma; |
| Purchase Order: | A document sent by Norma to the Supplier in which all specific provisions and terms and conditions applicable to the assignment are included. An order can be considered to be an offer, or as the case may be the acceptance of an offer, depending on the situation. |
| In Writing: | By email, by fax, by post; |

Article 2 Applicability

2.1. Unless expressly agreed otherwise In Writing these terms and conditions apply to all applications, offers, Purchase Orders, assignments, Agreements and other legal relationships with regard to the delivery of Goods and/or Services by the Supplier to Norma.

2.2. The Supplier, once contracted subject to these terms and conditions, accepts the applicability of these terms and conditions to subsequent Agreements between the Supplier and Norma.

2.3. Norma has the option of amending these general purchase terms and conditions. The amendments will come into effect thirty days after Norma has informed the Supplier In Writing about the amendments.

2.4. Any general terms and conditions (of sale) or terms of supply or sectoral conditions of the Supplier, however described, are expressly rejected.

2.5. In the event of conflict between the Agreement between the Supplier and Norma, and the contents of these terms and conditions, the contents of the Agreement will prevail.

Article 3 Offers and coming into effect of the Agreement

3.1. In the event that the Supplier makes a verbal or Written offer the Agreement will come into effect once Norma accepts this offer by means of a Purchase Order. The costs of an offer are at the expense of the Supplier.

3.2. An offer made by the Supplier will be valid for at least ninety days. An offer will be deemed to be binding unless the Supplier has expressly stated In Writing that an offer has been made without obligation. An offer from the Supplier cannot be withdrawn after Norma has accepted the offer.

3.3. If, without a prior offer, Norma places a Purchase Order, the Agreement will come into effect upon the acceptance on the part of the Supplier of this Purchase Order. Acceptance of a Purchase Order by the Supplier will be presumed in the following events:

- if the Supplier has not expressly refused the Purchase Order within five (5) working days of it being sent;
- if the Supplier has expressly accepted the Purchase Order;
- if the Supplier has commenced with the execution of the Purchase Order.

3.4. Norma retains the right to refuse Goods and/or Services in the event that no Purchase Order has been provided. The financial consequences of this refusal will be borne by the Supplier.

Article 4 Purchase Orders

4.1. Purchase Orders, changes to Purchase Orders, verbal promises and arrangements will be binding on the part of Norma exclusively in the event that these are signed or confirmed in writing by a representative - declared authorised for this purpose by Norma - from the purchase department of Norma.

4.2. If and insofar as the Purchase Order from Norma refers to documents, these will form part of the Agreement.

4.3. If the Purchase Order or another document concerning an offer, an application with regard to the delivery of Goods and/or Services, contains an error, omission or ambiguity, which is apparent to the Supplier, the Supplier undertakes to inform Norma of this In Writing as soon as possible.

4.4. Upon request from Norma the Supplier will provide the necessary assistance to ensure that the Purchase Order will be eligible and valued by the relevant authorities as part of the compensation obligations from the date the Purchase Order was signed by a representative - declared authorised for this purpose by Norma - from the purchase department of Norma.

Article 5 Prices and Price Revision

5.1. The prices are excluding VAT and contain all costs, including transport, packaging and insurances and duties related to the performance of the Agreement

GENERAL PURCHASE TERMS AND CONDITIONS OF NORMA

by the Supplier. The prices are fixed, unless the Agreement expressly determines otherwise.

5.2. Any claim by the Supplier for additional payments on the basis of misunderstandings with regard to the Goods and/or Services to be delivered, or on whatsoever other basis, will not be accepted by Norma.

5.3. Carrying out contract variations other than those provided for in the Agreement will only be permitted with the prior permission In Writing from Norma.

5.4. Unless the Agreement expressly determines otherwise, Purchase Orders from Norma will state prices in euros.

Article 6 Packaging

6.1. The Supplier is obliged to properly package the Goods to be delivered at its own risk and cost. The Supplier is liable for all damage as a result of incorrect and/or insufficient packaging.

6.2. The Goods to be delivered will not be packaged in packaging that, assessed in accordance with the latest scientific knowledge at the time of delivery, are, or are suspected of being, environmentally harmful, or in another manner could pose a threat to safety, wellbeing or health.

6.3. Norma has the right to return the packaging material to the Supplier at the expense and risk of the Supplier against - if applicable - crediting of the amount charged by the Supplier for this to Norma. Processing or destruction of (transport) packaging material is the responsibility of the Supplier and will take place at the expense and risk of the Supplier.

Article 7 Delivery

7.1. Unless agreed otherwise In Writing, deliveries take place carriage paid subject to the delivery conditions "Delivered Duty Paid" (DDP), in accordance with the most recent version of the Incoterms, issued by the ICC (the International Chamber of Commerce), to the designated location, including unloading at the agreed delivery location, within the agreed period or, as the case may be, at an exact point in time if Norma has stated such a time.

7.2. Norma has the right to postpone the delivery or a partial delivery. In that event the Supplier will package the items properly, store the items separately and recognisably, preserve, secure and insure the items. The costs incurred in all reasonableness and fairness by the Supplier for this purpose will, after prior permission In Writing, be reimbursed by Norma.

7.3. The agreed delivery date and/or delivery time is the final date and/or the final time. If the agreed quantity of items is not delivered within the agreed period at the agreed location, the Supplier will be in default without further notice of default or demand. In such an event Norma will be entitled to suspend its payment obligations toward the Supplier and the Supplier will be

obliged to compensate the damage suffered, or to be suffered, by Norma as a result of the late delivery.

7.4. The Supplier is obliged to inform Norma In Writing about any (impending) delay. Complying with this duty of disclosure does not affect the consequences of the delay on the basis of these General Purchase Terms and Conditions and/or on the basis of any statutory provision. Without prejudice to the right to compensation and without prejudice to any other right of Norma, the Supplier will, in the event of delay, owe an immediately due and payable financial penalty from the day of delay of the delivery. This financial penalty amounts to 5% of the total amount to be paid by Norma on the basis of the Agreement, for each calendar week that the delay continues; with a maximum of 25% of the total amount to be paid by Norma on the basis of the Agreement.

7.5. Unless agreed otherwise In Writing, each delivery must be accompanied by a properly specified packing slip/packing list (stating the relevant Norma Purchase Order and position number), and all accompanying documentation such as quality and warranty certificates, maintenance and instruction manuals, drawings and user's guides (in whatsoever form), as well as all parts, auxiliary materials, accessories, tools and reserve parts. Norma is free to make use of the documentation, which includes making multiple copies. Signing a packing slip or comparable document does not mean acceptance of the Goods and/or Services delivered.

7.6. Delivery of the Goods will take place by making use of the forwarding agent stipulated by Norma. If no use is made of the stipulated forwarding agent, any extra costs will be charged to the Supplier unless the costs of the forwarding agent are at the expense of the Supplier on the basis of the Incoterms concerned.

7.7. Volume estimates issued by Norma are only intended to be used for the planning of the Supplier and not to force Norma to the purchase thereof. Norma does not guarantee the Supplier any minimum purchase, nor will indications of quantities bind Norma unless parties have made arrangements regarding this expressly In Writing, and have signed to confirm agreement by both parties.

7.8. The Supplier is obliged to inform Norma in a timely manner with regard to the export classification of the Goods to be delivered and any changes thereof. The Supplier is obliged to acquire all required export licences prescribed by the country of origin and/or other relevant countries. Norma will provide the Supplier with all information that is reasonably necessary to acquire the export licences.

Article 8 Acceptance and rejection

8.1. Norma will accept the Goods and/or Services delivered within a reasonable period after delivery by means of a test procedure. Norma will inform the Supplier in the event that the Goods and/or Services

GENERAL PURCHASE TERMS AND CONDITIONS OF NORMA

are rejected. Under no circumstances will acceptance be regarded as acknowledgement of the conformity or sound condition of the Goods and/or Services concerned.

8.2. Norma can, in derogation from Section 23 Book 7 of the Civil Code and Section 89 Book 6 of the Civil Code, and therefore also after acceptance, as referred to in article 8.1, appeal to a defect observed in the Goods and/or Services delivered by the Supplier. Norma will not be limited in the possibility to appeal to a defect or non-conformity and Norma will not be obliged to inform the Supplier about a noted defect within a specified period.

Article 9 Quality and the environment

9.1. The Supplier will keep a quality system and an environmental management system up-to-date, which are certified in accordance with the quality standards of ISO 9001 and ISO 14001 respectively. Derogation from the quality standards of ISO 9001 and ISO 14001 is prohibited without permission In Writing from Norma.

9.2. The delivery of Goods and/or Services must be executed in accordance with the latest scientific knowledge and the provisions of the Agreement in a sound and proper manner in accordance with the standards existing for this in the business sector concerned. The Supplier must work in accordance with the highest professional standards. The Supplier, its employees and engaged third parties (the Supplier is responsible for employees and third parties and will supervise them to ensure they comply with this article), Goods and/or Services must comply with the regulations set by Norma and all statutory provisions that are relevant to the performance of the Agreement, including European and national legislation and regulations concerning inter alia quality, health, safety, guarantees, the environment, transport, storage, the use of hazardous substances.

9.3. If the Goods to be delivered contain hazardous substances the Supplier will, prior to the execution of the Purchase Order, provide Norma with information with regard to the substances concerned, the location of these substances in the Goods and the quantity of these substances present in the Goods.

Article 10 Payment

10.1. Unless agreed otherwise, Norma will pay the invoices within 90 (ninety) days from receipt of the invoice. The Supplier will not invoice any earlier than after acceptance by Norma of the delivery of Goods and/or Services to which the invoice relates.

10.2. Norma expressly retains the right to setoff amounts due against all claims, on whatsoever basis, of Norma outstanding at that time against Supplier and the companies affiliated with the Supplier. The Supplier is prohibited from setting off a debt owed to Norma against any claim of the Supplier against Norma.

10.3. Norma will be entitled to suspend payment of any invoice if Norma has noted a shortcoming in the delivered Goods and/or Services.

10.4. Payment of an invoice by Norma will in no manner whatsoever imply a waiver by Norma of any right, or approval of the delivery.

Article 11 Amendments

11.1. The Supplier is obliged to inform Norma In Writing and in a timely manner in advance of any change or alteration in the composition and characteristics of the Goods and/or Services to be delivered by the Supplier vis-a-vis that which has been agreed.

11.2. If the Supplier does not fulfil its aforesaid duty of disclosure or the change or in the event that the alteration referred to is unacceptable to Norma, article 13 will apply and there will be an attributable failure on the part of the Supplier.

11.3. Unless agreed otherwise In Writing, Norma will at all times be entitled to change and/or add to a placed Purchase Order In Writing, also after the coming into effect of the Agreement. The Supplier must execute all amendments and/or addendums to the Agreement stated by Norma, unless these are not reasonably feasible and the Supplier has informed the Client about this within five (5) working days.

11.4. If the amendments and/or addendums referred to under 11.3 have consequences for the agreed price and/or time of delivery, the Supplier must inform Norma In Writing about this no later than within five (5) working days after notification of the amendments and/or addendums, in the absence of which the amended Purchase Order will be executed in accordance with the originally agreed price, delivery date and other terms and conditions.

11.5. If the amendments and/or addendums have consequences for the price and/or delivery date, which are unacceptable in the opinion of Norma, Norma will be entitled to terminate or cancel the Agreement without being obliged to compensation.

Article 12 Transfer of rights and duties/outsourcing

12.1. If the Supplier wishes to subcontract its work, in full or in part, to third parties, this will only be possible after prior permission In Writing from Norma has been received. Norma can attach reasonable terms and conditions to the provision of this permission, including that the third party confirms to Norma to be bound toward Norma to these terms and conditions.

12.2. The Supplier will in that event remain responsible and liable with regard to the work carried out by third parties related to the Agreement.

Article 13 Shortcoming

13.1. The Supplier will be in default without notice of default:
if the Supplier does not, not in a timely manner, or not properly, fulfil one or more of its obligations on the basis

GENERAL PURCHASE TERMS AND CONDITIONS OF NORMA

of the Agreement. Norma will be, without prejudice to the other rights accruing to it and without obligation to compensation, entitled to cancel or terminate the Agreement, in full or in part, with immediate effect, or as the case may be to suspend the (further) performance of the Agreement. Norma will also be entitled in aforesaid events to have the Agreement executed by one or more third parties at the expense and risk of the Supplier.

13.2. Without prejudice to the right to compensation and the other statutory rights ensuing from attributable failure, Norma will be entitled, in the event of attributable failure on the part of the Supplier, to collect an immediately due and payable financial penalty of 5% of the price of the amount to be paid on the basis of the Agreement for each day that the default continues, with a maximum of 100%, all this without a demand letter.

13.3. If the Supplier argues that one or more of its failures cannot be attributed to it, and Norma accepts this argument, Norma will nevertheless have the right to terminate the Agreement. In such a situation parties will not charge any damages to each other.

Article 14 Termination

14.1. In the event of a shortcoming on the part of the Supplier in the fulfilment of any obligation under the Agreement, or the bankruptcy of the Supplier, in the event of cessation of the company of the Supplier, the granting of (provisional) moratorium to the Supplier, the decision for liquidation of the company of the Supplier, withdrawal of licences essential for business operations, a decision for the dissolution of the Supplier, takeover, merger, attachment on business property of the Supplier, Norma will have the right to terminate the Agreement, in full or in part, without prejudice to its other rights under the Agreement and by law.

14.2. Without prejudice to its other rights under the Agreement and by law, Norma can terminate the Agreement, in full or in part, if the Supplier has, or one of its employees or representatives have, offered, or will offer, any advantage to directors, representatives or (one of) the members of staff of Norma.

14.3. In the event of termination of the Agreement as described in 14.1 and 14.2, the Supplier will be obliged to reimburse all costs already incurred related to the Agreement, without prejudice to the right of Norma to claim compensation in full. The Supplier will in such an event also repay to Norma that which Norma has paid (in advance), increased by the statutory interest for commercial transactions from the day of payment.

14.4. In the event of termination of the Agreement as described in 14.1 and 14.2, Norma will not be obliged to any compensation. The Supplier is obliged to indemnify Norma against claims by third parties that could potentially arise related to the termination of the Agreement.

14.5. Norma will at all times be entitled to terminate the Agreement in the interim, without stating reasons, with a notice period of one (1) month. In the event of termination before the end of term, the Supplier will be entitled to charge Norma for the actual costs reasonably and directly incurred until the time of the end date of the terminated Agreement, provided that these costs are sufficiently substantiated in the opinion of Norma. Norma will not be liable for other costs or damage which the Supplier might consequently suffer. The Supplier is prohibited from interim termination of the Agreement.

14.6. Norma will at all times be entitled to suspend the Agreement, in full or in part, without being obliged to any payment (of compensation).

14.7. Termination, suspension or termination before the end of term will take place by means of a notification In Writing to the Supplier.

Article 15 Warranty

15.1. The Supplier guarantees that all delivered Goods and/or Services are complete and ready for use and in conformity with the Agreement, including the provisions of article 9.1 and 9.2. The Supplier guarantees that no rights of third parties are vested in the delivery and indemnifies Norma against claims by third parties to the delivery.

15.2. The Supplier provides a warranty for the Goods and/or Services delivered to Norma for a period of at least twenty-four (24) months from delivery.

15.3. The Supplier will, upon first notice, repair all defects in the delivered Goods and/or Services observed by Norma, at the expense and risk of the Supplier, within a period to be set out by Norma. Norma will be entitled to demand replacement instead of repair. If the Supplier does not fulfil this obligation, or this is reasonably to be assumed, Norma will be entitled, at the expense and risk of the Supplier, to have repairs, or as the case may be replacement, executed by a third party or by Norma itself.

15.4. After repair or replacement, the repaired and/or replaced Goods and/or Services must of course again comply with the Agreement, including article 9.1 and 9.2, and be complete and ready for use. The warranty periods referred to under 15.2 will again apply for the entire duration as of the new delivery.

15.5. Norma has the right to return Goods and/or Services to the Supplier that it has rejected - at the expense and risk of the Supplier - if the Supplier has not taken back the Goods and/or Services within the period set out by Norma.

Article 16 Possibility of final purchase

16.1. In the event that the Supplier considers terminating the delivery of Goods (or a part thereof), the Supplier will inform Norma no later than six month prior to the discontinuation of the delivery. During these six

GENERAL PURCHASE TERMS AND CONDITIONS OF NORMA

months the Supplier must accept Purchase Orders for Goods and/or Services concerned.

16.2. The Supplier will provide maintenance and service for the delivered and ordered Goods and/or Services for 24 months from the delivery of the last Goods and/or Services to Norma.

16.3. The Supplier guarantees that it will continue to be able to deliver parts for the delivered Goods and/or Services for a period of at least 5 (five) years from delivery.

Article 17 Intellectual property

17.1. The Supplier grants Norma a non-exclusive, perpetual, irrevocable, worldwide and transferable right of use with regard to all possible intellectual property rights with regard to the Goods and/or Services delivered by the Supplier, insofar as these intellectual property rights were already vested in the Goods and/or Services prior to entering into the Agreement (since all intellectual property rights and knowhow arisen through the performance of the Agreement accrue to Norma as further detailed under 17.5). The right of use also comprises the right to provide such right of use to (possible) clients or to other third parties with which Norma maintains contact related to carrying on its business. Any possible payment for this right of use is included in the price.

17.2. The Supplier guarantees that the use (including resale) of the Goods and/or Services delivered by the Supplier will not infringe intellectual property rights or other (property) rights of third parties.

17.3. The Supplier fully indemnifies Norma against all direct and indirect consequences of claims, which third parties could enforce toward Norma on the basis of infringement of the intellectual property rights accruing to the third party concerned with regard to the Goods and/or Services, which are delivered by the Supplier to Norma.

17.4. In the event that a third party successfully conducts legal action against the Supplier, or as the case may be against Norma, with regard to infringement of intellectual property rights, the Supplier will, at the discretion of Norma, at the expense of the Supplier be obliged to:

- a) acquire a licence - to be approved by Norma - from the third party concerned, for the benefit of Norma with regard to the Goods and/or Services concerned;
- b) replace the Goods and/or Services concerned with - in the opinion of Norma - equivalent of similar Goods and/or Services, which do not cause infringement;
- c) reverse the executed performance at restitution of the money paid.

17.5. Drawings, designs, calculations, specifications, instructions, items, working methods and suchlike (auxiliary materials), which Norma has provided to the Supplier, or which the Supplier has developed, produced or purchased in cooperation with, or on the

assignment from Norma or in the context of the Agreement (all that which is the result of the Agreement) remain and become the property of Norma and all existing and/or future intellectual property rights and/or knowhow still to be established and/or to be registered with regard to the auxiliary materials and all that which is the result of the Agreement are exclusively vested in Norma. These auxiliary materials and all that which is the result of the Agreement and the existing and future, potentially still to be established and/or to be registered intellectual property rights vested therein, will be clearly marked by the Supplier as property of Norma and they will not be reproduced, copied or made available to third parties by the Supplier or otherwise utilised, other than exclusively for the execution of the present assignment. Upon first request, the Supplier will provide its cooperation to any required transfer of title of these auxiliary materials and existing and/or future, potentially still to be established and/or to be registered intellectual property rights and/or knowhow, which are vested in these auxiliary materials and all that which is the result of the Agreement (including personality rights insofar as permitted by law) to Norma insofar as these terms and conditions cannot already be regarded as a legally valid deed of transfer. Insofar as (any part of) the intellectual property rights and knowhow referred to in this subclause could not be transferred, the Supplier will grant Norma an exclusive, perpetual, worldwide licence without financial consideration for the most comprehensive use of all existing and/or future, potentially still to be established and/or to be registered intellectual property rights and/or knowhow to the auxiliary materials and all that which is the result of the Agreement, and the Supplier waives the right to enforce these intellectual property rights toward Norma. The Supplier is obliged to send (return) the auxiliary materials referred to in this article in a complete and undamaged condition to Norma at the time of the final delivery (handing over) or upon first request from Norma.

17.6. Norma will be entitled to affix (have affixed) changes and/or additions to the Goods and/or Services, which it deems to be useful or desirable. Norma does not require permission from the Supplier for this and - insofar as necessary - the Supplier waives its right to rely on any intellectual property rights with regard to rights affiliated thereto, such as personality rights.

17.7. Article 20 applies mutatis mutandis to all auxiliary materials referred to in article 17.5.

17.8. Trademarks (including figurative trademarks) registered by Norma with the official bodies will only be used after permission has been obtained from Norma and in the manner stated by Norma. The Supplier is in addition obliged never to act contrary to the intellectual property rights of Norma being, inter alia, the trademarks, designs and patents registered by Norma, as well as copyright accruing to Norma.

GENERAL PURCHASE TERMS AND CONDITIONS OF NORMA

Article 18 Auditing

18.1 Employees of Norma charged with quality assurance and/or the clients of Norma have the right to audit the implementation of the quality and/or environmental management system of the Supplier at the site of the Supplier.

18.2 The Supplier will, free of charge, provide the aforesaid persons with the assistance required in order to be able to achieve a proper inspection.

18.3 The Supplier will provide access to all spaces at the site of the Supplier where work takes place that ensues from or is related to the Purchase Order.

18.4 If the aforesaid employees notice that the quality and/or environmental requirements are not fulfilled, the Supplier will be informed. Thereupon the Supplier will promptly take measures in order to fulfil these requirements without costs for Norma and without any consequences for the delivery date as this is stated in the Purchase Order. These measures must be taken within a period as coordinated with the Norma employee who noticed the lack of fulfilment.

Article 19 Retention of title

19.1 All items and materials, such as designs, moulds, raw materials, tools, drawings, specifications and software, which Norma has either made available, or which are purchased at the expense of Norma, or especially made to be able to give performance to the Agreement, remain the property of Norma, respectively become the property of Norma at the time of purchase, or as the case may be manufacture.

19.2 The Supplier is obliged to clearly mark these auxiliary materials as property of Norma and will keep these in its possession on behalf of Norma at the risk of the Supplier. The Supplier is responsible for the preservation of these auxiliary materials and is obliged to insure these auxiliary materials.

19.3 The Supplier is prohibited from disposing of these auxiliary goods without the prior permission In Writing from Norma.

Article 20 Confidentiality and no competition

20.1 All designs, design details, drawings, technical documents, specifications and other documents, etc. provided by Norma to the Supplier, as well as knowhow in the broadest sense of the word, which have come to the knowledge of the Supplier through Norma, are confidential and will not be used by the Supplier for any other purpose than for the fulfilment of its obligations ensuing from the Agreement with Norma. All information as referred to in this subclause, as well as any copies thereof, remain the property of Norma and the Supplier will upon first request from Norma return these or destroy these on the instructions from Norma. Norma will be entitled to inspect the return or destruction of the Goods, and the Supplier hereby undertakes to provide its cooperation to the inspection.

20.2 The data referred to in article 20.1 will not be disclosed by the Supplier, or reproduced, unless permission In Writing has been obtained from Norma. In addition, the Supplier will also impose the obligation of confidentiality referred to in this article on its staff.

20.3 If the Supplier must disclose to a third party/third parties the data referred to in article 20.1 for the performance of the Agreement, the Supplier undertakes to also impose an obligation of confidentiality as referred to in this article on this/these third party/third parties.

20.4 The Supplier will entirely refrain from directly, or through the intervention of third parties, making quotes and/or offers and/or deliveries to existing and/or potential clients of Norma with regard to or of Goods and/or Services for which (1) the Supplier has already received assignments or applications for offers from Norma, or for which the Supplier has entered into an Agreement with Norma, or (2) for which Norma has entered into negotiations with the Supplier.

Article 21 Force majeure

21.1 The Supplier will only be entitled to rely on force majeure if and insofar as the fulfilment of its obligations pursuant to the Agreement is prevented through circumstances that are reasonably situated beyond the control of the Supplier. Reliance on force majeure is only valid if the Supplier informs Norma In Writing, as soon as possible but no later than within 5 working days from the occurrence of the circumstances concerned, about the reliance on force majeure. In any event force majeure is not taken to mean: exclusion of workers, strike action, shortage of raw materials, transport problems, sickness of staff, insufficient availability of enough qualified staff, breakdown in the production by the Supplier, non-fulfilment of the obligations by suppliers, any shortcomings on the part of a third party engaged by the Supplier, liquidity or solvency problems on the part of the Supplier and/or a third party engaged by the Supplier or an impending delay in the performance of the Agreement. Aforesaid circumstances are therefore at the expense and risk of the Supplier.

21.2 The Supplier undertakes, insofar as this can reasonably be expected of the Supplier, to eliminate each cause of force majeure as quickly as possible, or as the case may be to have this eliminated.

21.3 In the event of justifiable reliance on force majeure the obligations of the Supplier affected through this will be suspended for the duration of the force majeure situation. Norma will be entitled to terminate the Agreement by means of a message In Writing to the Supplier if the Supplier is prevented through force majeure from complying with the Agreement for more than 14 days. In this event Norma will pay a pro rata part of the payment stated for the Supplier in the Agreement, i.e. pro rata the extent to which the delivery

GENERAL PURCHASE TERMS AND CONDITIONS OF NORMA

has taken place in conformity with the Agreement on the date of termination. Norma will not be obliged to compensation of any damage or costs other than those referred to regarding this matter.

Article 22 Liability

22.1 The Supplier is liable for all damage resulting from and/or related to the performance of the Agreement, or the delivery of Goods and/or Services.

22.2 The Supplier indemnifies Norma against all claims by third parties related to damage arisen through or related to the delivery of Goods and/or Services.

22.3 The Supplier undertakes with regard to its statutory and contractual liability to take out adequate insurance from a reputable insurer (in the opinion of Norma) and to upon first request from Norma submit evidence thereof, as well as to submit evidence of payment of the insurance premiums, if required.

22.4 Norma will not be liable for damage suffered by the Supplier or by third parties, except in the event of gross negligence or intention on the part of Norma or the persons who in fact manage the company of Norma. If, for whatsoever reason, this limitation of liability of Norma cannot be maintained with or without the intervention of the courts, then except in the event of gross negligence or intention on the part of Norma or the persons who in fact manage the company of Norma, any liability of Norma for damage suffered by the Supplier or by third parties will always be limited to the compensation of direct damage which is the direct result of a failure, attributable to Norma, in the performance of the Agreement up to a maximum of:

a) The amount of the level of the total invoices [excluding VAT] that relate to the Agreement during the period of a maximum of 6 months prior to the damage-causing incident or if the amount to be referred to hereinafter is lower.

b) The amount for which cover is provided under the liability insurance taken out by Norma for the damage concerned and only insofar as the insurer in fact proceeds with payment.

It applies in all events that Norma cannot be held liable for other damage than that for which the liability insurance provides cover. Direct damage means material damage or personal injury, which is directly caused by the acts or omissions of Norma which constitute the failure in the performance. Direct damage expressly does not include inter alia: lost profits, downtime, damage, loss due to business interruption, damage as a result of claims by third parties, consequential loss, interest and extrajudicial costs.

Article 23 Applicable law and disputes arrangement

23.1 Dutch law exclusively applies to all applications, offers, assignments, Purchase Orders, Agreements and other legal relationships with regard to the delivery of Goods and/or Services.

23.2 The applicability of the Vienna Sales Convention is expressly excluded.

23.3 All disputes between parties will be exclusively submitted to the court with competent jurisdiction in Almelo, the Netherlands. This does not affect the entitlement of Norma to opt for resolution of the dispute by means of arbitration.

Article 24 Penalty clause

24.1 In the event of infringement of the provisions of articles 17 and 20 the Supplier will owe to Norma an immediately due and payable financial penalty, which is not subject to judicial mitigation, of € 25,000 plus € 5,000 for each day that the Supplier continues to infringe one or more obligations under articles 17 and 20. This financial penalty can be claimed on the basis of the law in addition to the actually suffered and still to be suffered damage. Norma has the right to setoff this financial penalty and compensation against amounts owed to the Supplier.

Article 25 Concluding provision

25.1 If any provision of these General Purchase Terms and Conditions is nul and void or voidable on the basis of the applicable law, parties will enter into consultation with each other to agree on a permitted replacement provision, which will as much as possible approach the meaning and effect of the original provision.

25.2 The other provisions of these General Purchase Terms and Conditions will remain in full effect.

25.3 The text of these General Purchase Terms and Conditions can be acquired in Dutch as well as English. The Dutch text will in all events prevail with regard to the interpretation of these General Purchase Terms and Conditions.