

**GENERAL TERMS OF DELIVERY AND PAYMENT OF THE LIMITED LIABILITY COMPANY
AVERA B.V. HAZELDONK 6259, 4836 LG BREDA, THE NETHERLANDS**

1. Applicability

- 1.1 These terms are applicable to all offers made by Avera B.V., hereinafter to be simply referred to as 'Avera', and the agreements serving the sale/delivery of goods and performance of service.
- 1.2 In case Avera shall send the other party /parties an order confirmation to confirm an agreement, this order confirmation shall contain the only true conveyance of the agreed upon, unless the other party/parties shall have denied the correctness of the order confirmation to Avera in writing within 5 working days.

2. Quotations

- 2.1 All quotations submitted c.q. offers made are without engagement.
- 2.2 An agreement shall first be effected after Avera has confirmed an order in writing, and/or has sent an invoice.
- 2.3 An order confirmation or invoice generated by a webshop or other computer system shall never lead to an agreement as mentioned under 2.2.
- 2.4 In case of compound quotations there is no obligation to deliver a part of the goods included in the quotation for an equivalent part of the price.

3. Amendments

- 3.1 Amendments in the agreement or any deviation from these general terms shall only be in force, in case they have been confirmed by Avera in writing.

4. Annulment

- 4.1 When annulling an agreement concluded with Avera, as well as in case the other party shall refuse to accept the goods delivered, the other party shall be held to pay a contract compensation of 20% (accumulated by VAT) or, in case the goods have already left the Avera company, 25% of the price (accumulated by VAT).
- 4.2 Without prejudice to the provisions in section 1, the other party shall be held to compensate all damages suffered by Avera.

5. Delivery

- 5.1 Delivery shall be done "ex works".
- 5.2 Statement of delivery period or term of delivery shall be done approximately.
- 5.3 Exceeding the delivery period does not result in Avera being legally in default.

5.4 In case of impediment on the part of the other party, Avera shall not be able to fulfil its commitment on the agreed upon time, the other party shall be committed to compensate Avera for all damages suffered.

5.5 Unless the term of delivery is considerably exceeded and the other party has declared Avera in default in writing, the other party shall not be entitled to rescind the agreement, claim compensation or postpone its commitments.

6. Postponement and rescission

6.1 Avera shall have the right in case it will be impeded by force majeure to fulfil its liabilities to rescind the agreement fully or partly or to postpone the execution thereof for a period of 3 months maximum, without Avera being held to pay compensation.

6.2 Force majeure is understood to mean among other things, every circumstance as a result of which the fulfilment of the agreement cannot be required from Avera in all reasonability, included therein risk of war, civil war, insurrection, strike at Avera or its suppliers, non-fulfilment of their liabilities by Avera's suppliers, transport problems, import or trading bans, anti-dumping charges and fire or malfunction at Avera or its suppliers.

6.3 Avera shall have the right to obtain advance payment from the other party, and/or to have the giving of a security for the fulfilment. As long as the other party does not pay in advance or does not give any security, Avera shall be entitled to rescind the agreement or to postpone the execution of the agreement.

6.4 Avera shall be entitled to rescind the agreement in case the other party shall be adjudicated bankrupt, a moratorium has been applied for, an important part of the company property has been attached, the other party shall stop its operations or the control of the other party's company shall go to a third party, fully or partly, directly or indirectly.

7. Prices

7.1 Prices shall always be exclusive VAT and shall be stated in Euro.

7.2 Prices and quotations shall have a validity term of two weeks at the most, starting from the date of offer or quotation.

7.3 In case the costs of the goods or services for Avera shall be stated in another currency than the price calculated to the other party, Avera shall be entitled to assign price changes of more than 2%.

7.4 Taxes, levies, and other charges from the part of the government, including levies from the EC, which were introduced or raised after the agreement became effective, shall be payable by the other party.

7.5 Prices are based on the cost price applicable to Avera at the moment of the offer or quotation to the other party.

8. Storage

8.1 When storing the delivered goods the directives and regulations indicated thereto are to be strictly observed under penalty of extinction of the right of reclamation.

9. Transport

9.1 The cost of transportation of the goods delivered by Avera shall always be for the other party's account.

10. Reservation of title

10.1 All goods delivered or to be delivered by Avera shall remain property of Avera, until all the claims of Avera have been paid.

10.2 The other party shall not be entitled to dispose of and/or to encumber the goods delivered by Avera as long as Avera shall be the owner thereof.

10.3 The other party shall commit itself to place the goods delivered by Avera at its disposal, upon first request of Avera. The other party shall hereby irrevocably authorize Avera or persons to be appointed by Avera to enter the place where the goods are, or to drive on in order to take the goods away. The other party shall be committed to allow access to Avera and the persons appointed thereto by Avera, to all the rooms and yards accessible and/or used by the other party.

10.4 In order to ensure the claims of Avera not resorting under section 1 the other party shall cooperate in the establishing of a lien in favour of Avera. The other party shall upon first request cooperate thereto in the actions necessary for the establishment.

11. Reclamation

11.1 The other party shall immediately check delivered goods and performed service after delivery c.q. performance and inform Avera at once of any complaints in writing.

11.2 Reclamation should be made in writing within 5 working days after delivery c.q. performance upon penalty of extinction of the right to make an appeal to any defect or impropriety of the delivered goods or service performed.

11.3 Any visible defects or improprieties should be immediately stated on the consignment note by the other party upon penalty of extinction of the right to make an appeal to any defect or impropriety of the delivered goods or performed service.

11.4 Reclamations should at least be made, in compliance with sections 1 and 2, not later than 5 working days after the defect has been found or should have been found in all reasonability.

11.5 Upon non-fulfilment of the directives, directions for use, instructions or regulations for storage the right of reclamation shall become extinct.

11.6 Reclamations shall have to be made in writing and well-founded under the submission of documents such as order forms and consignment note.

11.7 In case a reclamation is found just, the liability for Avera shall not go further than replacing the delivery or performance, as soon as possible. If this is not possible, Avera shall refund the paid price, after Avera has received the goods, unharmed and in original packing, by return.

12 Payment

- 12.1** Payment should always be made in cash, unless agreed upon otherwise in writing. In that case payment shall have to be made within 7 days after invoice date.
- 12.2** When exceeding the period of 7 days after invoice date the other party shall be due a contractual interest of 1.5% per month or part of a month on the amount not paid on time.
- 12.3** Extrajudicial (collection) costs shall be for the other party's account as soon as the term of payment has expired. These shall be charged in conformity with the collection rate of the Dutch Bar Association with a minimum of Euro 150,00.
- 12.4** In case more than one party has concluded an agreement with Avera at the same time, each of them shall be severally liable for the full compliance of the engagements ensuing from the agreements for the other parties.
- 12.5** Reclamations on invoices should be made in writing within 5 working days after invoice date, in default of which the other party shall be deemed to have retained the invoice involved without protest and to have acknowledged the correctness thereof.
- 12.6** The other party is not to settle its debts to Avera against any claim on Avera.
- 12.7** Payment shall always be made without any settlement or discount.
- 12.8** The moment a moratorium or bankruptcy of the other party is or will be applied for, an important part of the other party's property is attached, its company is shut down or in case of a liquidation of its company, all claim of Avera shall fall due immediately.
- 12.9** Avera shall be entitled to deduct payments from outstanding claims in an order of its choice. All payments first serve to deduct cost and interest.

13. Liability

- 13.1** Avera shall only be liable for damages caused by intention or gross negligence.
- 13.2** Avera shall not be liable for damages caused by:
 - a. the installation or application or processing of delivered goods in contravention to the instructions co-delivered;
 - b. visible defects or improprieties which have not been stated in the consignment note;
 - c. the use of delivered goods in contravention to co-delivered instructions or legal (national or international) provisions;
 - d. the non-obtaining of licences by the other party;
 - e. legal charges and trading loss;
 - f. the lacking of any broadcasting or employment licences;
 - g. incompetent handling or handling which did not take place according to the latest technology.
- 13.3** The other party shall check all delivered goods and in particular semi-conductors and transformers, before using them.
- 13.4** The other party shall indemnify Avera against all damages, cost and interest, which may ensue from third party claims due to any defect in the delivered goods.
- 13.5** In case there is a defect in the sense of article 6:185 ff. BW (Civil Code) (product liability), the other party shall first address the importer or the manufacturer of the part and to levy

execution of its claim to this person, before Avera shall be addressed. Avera shall give its cooperation in filing the claim under these circumstances.

14. Jurisdiction

14.1 Dutch law shall be applicable to all quotations and agreements.

14.2 In case the other party is resident of Germany or established in Germany, or delivery takes place in Germany, German law shall be applicable to the reservation of title and article 10, in contravention to section 1.

14.3 The Viennese Contract of Sale 1980 shall be applicable.

15. Competent Court

15.1 The absolute competent court in Breda, The Netherlands, shall be exclusively authorized to take cognizance of all disputes arising between parties.

15.2 Avera shall be entitled to bring the dispute before the absolute competent court, which will be authorized according to the usual (general) competence rules of international or relative competence.

15.3 The engagements from the agreement shall be deemed to be executed at the offices of Avera.

**Breda, April 2009
Avera B.V.**

Thus filed at the Chamber of Commerce in Breda April 2009