

General Terms and Conditions ST Instruments B.V., Groot-Amers

ARTICLE 1 : APPLICABILITY OF THESE TERMS AND CONDITIONS

The following terms and conditions apply to all - also future - contracts in the context of which ST Instruments B.V., with its registered in Groot-Amers, hereinafter referred to as: "ST Instruments", concludes under any title whatsoever - including purchase, contracting for work and performing assignments - delivers or makes available goods and/or performs any work, as well as to statements made in that context. Anyone who is engaged by ST Instruments in the context of performing the contract may rely on these General Terms and Conditions. ST Instruments contracting party is referred to hereinafter as the "Purchaser". The general terms and conditions which the Purchaser presents to ST Instruments at any time, are hereby explicitly rejected.

ARTICLE 2: FORMATION AND CONTENTS OF THE CONTRACT

1. The intellectual property rights to price lists, drawings and other documents made by ST Instruments are vested in ST Instruments. They may only be made available to a third party - on any basis whatsoever ST Instruments on request has granted written permission to that effect. ST Instruments is entitled to demand the aforementioned documents at any time convenient to it.
2. In the event of assembly/installation/putting into operation, the Purchaser shall be required to organize the space in which the work will be done in and to provide power and water and make auxiliary workers available in such a way that ST Instruments can perform this work without any Interruption and without adverse external influences.
3. If ST Instruments shows or provides to the Purchaser documentation, an illustration, sample or model, this shall only be done as an indication without the goods/performance having to correspond to it, except if and to the extent the parties explicitly agree otherwise. ST Instruments refers to the terms of article 7 paragraph 3 for the specifications to be met by the goods/performance.
4. If ST Instruments sells software or goods incorporating software, it shall be established between the parties that, notwithstanding the use of words such as "purchase" or "sale", only a license will be granted for this software and it will not be sold. The license is not exclusive and not capable of being transference sublicensed. The licensed software may only be used internally by the Purchaser. If ST Instruments in turn has obtained a sublicense for the software, it shall be established between the parties that the party entitled is the owner of the software and can enforce its property rights. The terms of article 4 apply to the granting of a license.

ARTICLE 3: DELIVERY AND COMPLETION

1. Unless agreed explicitly otherwise, delivery shall always be at the Purchaser's risk, ex works, from ST Instruments's warehouse. If ST Instruments has taken responsibility for transporting the purchased goods, this will always be done at the expense and risk of the Purchaser.
2. Agreed delivery and completion periods apply by approximation - even if a specific ending date or specific term has been agreed - and are not deadlines, unless the contrary has been agreed explicitly. In the event of late delivery/completion, ST Instruments must be put in default in writing, whereby ST Instruments must be given reasonable time, to be determined in consultation with it, within which it can still comply.
3. ST Instruments is entitled to make the delivery/complete the work in parts, on condition this is done within the agreed term or within the term extended on the basis of the preceding/following paragraph. Unless otherwise agreed, ST Instruments shall always be entitled to make C.O.D. deliveries.
4. The delivery/completion period shall also be extended in the event of a temporary hindrance up to two weeks as referred to in article 8 paragraph 2. In that case - without the Purchaser being entitled to dissolve the contract - whether or not on the basis of the delivery/completion period extended on the basis of article 3 - the period shall be extended by the period that the hindrance continues, as well as by a period within which ST Instruments can reasonably make delivery. ST Instruments shall be allowed a longer period than the two-week period referred to in this paragraph if the Purchaser does not need to have the goods in question available until after this period, and only to that time at the latest The purchaser is required, on request, to inform ST Instruments of the need referred to in the preceding sentence.
5. The meaning of delivery clauses shall be explained on the basis of the most recent edition of the Inco Terms of the International Chamber of Commerce.

ARTICLE 4: RETENTION OF OWNERSHIP AND PLEDGE

1. All deliveries shall be made subject to retention of ownership. ST Instruments shall retain the ownership of the goods delivered or yet to be delivered to the Purchaser under any contract until the Purchaser:
 - a. has paid the full amount of all those goods, including interest and costs due, and
 - b. has settled all claims in relation to the work ST Instruments has performed or will perform for it in the context of the contracts in question, and
 - c. has settled any claims brought against it by ST Instruments for breach of the aforementioned obligations. The Purchaser may not use the goods delivered subject to retention of ownership as security for any claims other than those of ST Instruments.
2. The parties agree that for the benefit of ST Instruments, a right of pledge shall be established in moveable property not subject to registration, which ST Instruments holds for the Purchaser, as security for claims that ST Instruments has against the Purchaser, on any basis whatsoever, as well as for claims ST Instruments will have against the Purchaser on the basis of a legal relationship already

existing at the time of establishment of the right of pledge. The right of pledge shall be created without further formalities at the time ST Instruments obtains possession of the property in question.

3. If any third party purports to have any right in or in connection with property subject to retention of ownership or property in which a right of pledge as referred to in the preceding paragraph has been established, the Purchaser shall be required to notify that third party without delay of ST Instruments's right, and to inform ST Instruments about this immediately.

ARTICLE 5: PRICES, PAYMENT AND COSTS

1. Unless ST Instruments explicitly states otherwise in writing, the prices quoted by it are:

- based on ST Instruments's prices that apply at the time of delivery. The prices can be found in the relevant, current price list of ST Instruments, which will be provided to the Purchaser at its first request;
- based on delivery ex works or ex warehouse of ST Instruments;
- exclusive of V.A.T., import and export duties and other taxes, levies and charges;
- exclusive of the costs of packaging, loading and unloading, transportation and insurance;
- exclusive of costs of assembly, installation and putting into operation, unless stated explicitly otherwise, in which last case the aforementioned costs shall be listed separately.

2. Unless otherwise agreed, payment must be made within thirty days of the invoice date. The Purchaser can never assert any right to setoff or suspension. If ST Instruments sends the Purchaser an itemized statement of what it owes to ST Instruments and what ST Instruments owes to it, that statement will also count as a setoff statement. As soon as the payment period expires, the Purchaser shall be in default without a notice of default being required, and it shall owe interest from the due date on the final amount of the invoice pro rata the statutory interest plus 3% per year until settlement. Each time after the end of one year, the amount on which the interest is calculated shall be increased by the interest due over that year.

ARTICLE 6: INSPECTION AND COMPLAINTS

1. The Purchaser must inspect the goods delivered by ST Instruments/the work performed by ST Instruments immediately after taking delivery for soundness, insofar as such inspection is reasonably possible within the aforementioned space of time, but in any case for the quantity and immediately visible defects. If the Purchaser wishes to make complaint in this regard, it must notify ST Instruments in any case within five working days of delivery in writing of the substance of the complaint and make a note of it on the waybill.

2. The Purchaser must also conduct a thorough inspection within ten working days of delivery of the goods/performance of the work regarding their/its conformity with what was agreed. If a defect is found, the Purchaser must make a substantiated complaint to ST Instruments in writing within 5 days from that time. This rule applies as well if the goods/work should lack a property which it possesses according to a statement by ST Instruments, or if the deviation relates to facts that ST Instruments knew or ought to have known, but failed to tell the Purchaser.

3. If ST Instruments responds to a complaint by the Purchaser, this does not imply that ST Instruments therefore accepts liability. If a complaint should prove to have been made unjustifiably, ST Instruments shall be entitled to charge the work it has performed and the goods delivered at its customary prices.

4. Submission of a complaint shall not release the Purchaser from its obligation to pay and shall not give it the right to suspend any payment.

ARTICLE 7: LIABILITY

1. If the Purchaser has observed the rules laid down in the preceding provisions of these terms and conditions, it may be held liable at law but only for one year from the date of completion/delivery performance of the work.

2. If ST Instruments acknowledges - which, unless stated otherwise, shall always be with reservation - that it has breached a contract or this is established in another way, it shall be entitled to notify the Purchaser within a reasonable period, after the Purchaser has relied on that breach:

- a. that it will redeliver or deliver, as the case may be, what was missing free of charge, or
- b. that it will repair the work performed free of charge. Replacement parts may be new or reconditioned, at ST Instruments's reasonable discretion. ST Instruments is entitled to charge travel costs and shipment costs. ST Instruments may also require the Purchaser to send the goods in question to ST Instruments at the Purchaser's own expense. If ST Instruments performs within a reasonable time after the aforementioned notification, this means that the contract will have been performed properly, and the Purchaser shall not have any right to damages. Replacement parts shall become ST Instruments's property.

3. Breach shall only exist if the goods/performance should fail to meet the specifications given by ST Instruments and accepted by the Purchaser - tacitly or not. If the Purchaser really wants to be certain that the goods/performance are/is suitable for its intended use, it must inform ST Instruments of this in detail prior to concluding the contract, and the suitability for that use - if the Purchaser wishes this suitability to form part of the contract - must be agreed in writing.

4. Except in the event of intention or wilful recklessness, if it should be decided on whatever basis that ST Instruments has to pay damages, ST Instruments limits its liability - irrespective of the nature thereof - to a maximum of the agreed price for the goods/performance in question (exclusive of V.A.T.). Liability for consequential loss is totally excluded. That which ST Instruments owes in damages shall be reduced by a reasonable fee for use. If ST Instruments's liability relates to any product, any part or software that it purchases from a third party, in departure from the terms mentioned above, its liability shall be limited to the assignment of its claim against that third party to the Purchaser.

5. No liability shall exist on the part of ST Instruments, and any claim for any alleged breach on the part of ST Instruments shall lapse if the Purchaser itself modifies and/or adjusts and/or repairs and/or carries out maintenance on the delivered product, or causes the aforementioned work to be carried out, or if the delivered product is not or has not been used or handled with due care in accordance with the accompanying or applicable (factory) directions or instructions for use, or is otherwise used or handled injudiciously or carelessly, or if the delivered product is used for purposes other than those for which it is intended - including the situation that the

product is used in combination with any product or software that was not delivered by ST Instruments, while the product itself delivered by ST Instruments complies with the contract - or if the delivered product is or has been used in a way that ST Instruments could not reasonably have expected, or was manufactured according to the Purchaser's instructions, and this has had a different influence on the cause of damage. ST Instruments shall not be not liable for damage caused by normal wear and tear of the product it delivered. If ST Instruments, its share holders, employees, intermediaries, branches or group companies incur a loss in relation to (one or more of the) circumstances referred to in this paragraph, the Purchaser must compensate them in full for that loss.

6. In departure to that extent from the foregoing terms, ST Instruments - if it should appear that it belongs to a branch of industry in which standardization of contracts through general terms and conditions with limitations/exclusions of liability is a general phenomenon, and ST Instruments concludes the contract within that branch of industry, or if ST Instruments concludes the contract with a company from another branch of industry that regularly has to do with the branch of industry in which ST Instruments operates, and within which the aforementioned standardization is also taking place - shall never be liable for (serious) faults of persons employed by it who are not members of the company management.

7. The Purchaser indemnifies ST Instruments, and the other persons referred to at the end of paragraph 5, against all claims of third parties - for example due to any rule with respect to product liability - insofar as the total of these claims exceeds the maximum sums referred to in this article. In this article, breach of contract also includes unlawful acts.

ARTICLE 8: FORCE MAJEURE/HINDRANCE

1. In addition to that which is deemed by law as force majeure, also deemed as such are strikes and/or sickness of ST Instruments's employees, breach of contract and/or force majeure on the part of its suppliers, government, fire and other accidents in its company as well as all other circumstances, to the extent that, as a consequence thereof, (further) performance of the contract fully or in part cannot reasonably be required of it and, according to reasonable expectations, the hindrance will last longer than two weeks after the circumstance/circumstances that gave rise to it. In addition, force majeure will exist if it has been established in all reasonableness that the hindrance will make performance of the contract definitely impossible wholly or in part. In the event of such force majeure, each of the parties will be entitled to dissolve the contract wholly - if the force majeure is substantial enough - or partially, for the part to which the force majeure relates. In the last case, the parties undertake to perform the part of the contract that is not dissolved. If dissolution takes place on the basis of this paragraph, neither of the parties will be bound to pay damages to the other party in respect of the dissolved part of the contract.

2. In the event of a hindrance that is not reasonably expected to last longer than two weeks after the occurrence of the circumstance/circumstances referred to in the preceding paragraph, force majeure shall not exist and, without either of the parties being entitled to dissolve the contract, the period within which ST Instruments must deliver on the basis of the terms in article 3 paragraph 4 shall be extended.

ARTICLE 9: APPLICABLE LAW AND COURT WITH JURISDICTION

1. All contracts that ST Instruments concludes are governed exclusively by Dutch law, or otherwise by the United Nations Convention on Contracts for the International Sale of Goods.

2. Unless prevented by mandatory law, all disputes that arise between ST Instruments and the Purchaser to which these General Terms and Conditions apply shall be settled by the competent court within the jurisdiction of the Court in the district of ST Instruments, The Netherlands, without prejudice to ST Instruments's right to bring the Purchaser before the court that otherwise has jurisdiction.

Date: August 01, 2011