



WORLDWIDE BV

TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

The following terms are defined as follows:

- "Agreement" means the agreement entered into between Parties regarding Products and/or Services.
 - "Supplier" means the natural or legal person whom provides PSW with Products and/or Services.
 - "Orders" means orders from PSW regarding Products and/or Services.
 - "Order Confirmations" means the order confirmations sent by PSW to Supplier.
 - "Parties" means Supplier and PSW jointly.
 - "Products" means the items the Supplier has agreed to deliver to PSW under the Agreement.
 - "PSW" means Parts Supply WorldWide B.V.
 - "Services" means the work Supplier has agreed to perform for PSW under the Agreement.
 - "Terms" means the TERMS AND CONDITIONS OF PURCHASE set out in this document.
- These terms have the same meaning whether they are singular or plural.

2. APPLICABILITY

These Terms apply to all Orders and Agreements. No additional or different provisions shall be binding, unless specifically agreed to by PSW in writing.

3. CONFIDENTIALITY

Supplier shall treat the Agreement as confidential and shall not disclose it to third parties without PSW's prior written permission.

4. ORDERS

Orders shall be confirmed by an Order Confirmation. Discrepancies from Orders/the Order Confirmations shall not be binding without PSW's prior written acceptance. The unreserved receipt of Products and/or Services shall not be considered as acceptance.

5. CORRECTIONS

PSW is entitled to cancel Orders due to pricing, typographical, and/or other errors in any Order Confirmation, price list, catalogue, web page or quotation from Supplier, without liability to Supplier.

6. PRICES

The applicable prices shall be the prices mentioned in the Order Confirmation. Prices are fixed. All prices shall include packing, transport to PSW's facility and insurance.

7. PAYMENT

All payments shall be made in the currency shown on the Order Confirmation. Payments shall only be made after delivery of Products and/or performance of Services. Supplier's invoices shall be paid after said moment. If PSW accepts early delivery, it shall make payment as if Products and/or Services were delivered on the agreed delivery/performance date. PSW shall not be deemed to have accepted Products delivered or Services performed, merely by virtue of paying the Supplier's invoices. PSW is entitled to set-off any amounts due or allegedly due from Supplier and/or its affiliates to PSW and/or its affiliates.

8. DELIVERY

The Products shall be delivered DELIVERED DUTY PAID (DDP) and unloaded at PSW's facility (INCOTERMS 2010), free from all charges, costs and risks on Supplier's account. Products must be identified properly with a decal or tag in such a way that said Products can be related to the Order Confirmation. Supplier shall provide PSW with certificates of origin and all other relevant documents regarding the Products and/or Services. Supplier is responsible for

the conduct of its employees and of third parties delivering the Products and/or Services to PSW.

9. QUALITY AND ACCEPTANCE

The Products delivered and/or Services performed shall comply with the agreed specifications, with the stipulated functional and performance characteristics. They must be in conformity with all applicable laws, regulations, directives and standards. They must be sound of design, construction, materials and workmanship. Products and/or Services shall be fit for the purpose for which they are intended and required. PSW is entitled to reject delivery of Products and/or performance of Services which do not meet said requirements and/or delivery of a lesser quantity. Supplier shall pay all costs incurred as a result of the rejection of the Products and/or Services. In the event PSW should find any hidden defects and/or imperfections after the delivery of Products and/or performance of Services, PSW shall notify the Supplier of this non-acceptance forthwith after the detection of said defects and imperfections. Supplier is not entitled to reject these claims due to date of their issuance.

10. WARRANTY

The period of warranty for Products and/or Services shall commence from the date of putting into operation and/or use of the Products and/or Services by PSW and/or its clients. PSW shall be entitled to transfer warranties. PSW shall be entitled to repair and/or to instruct repairs for any defects of Products and/or Services. All related expenses shall be borne by Supplier. In case of repair of Products and/or Services the warranty period shall restart once again. Payments for defective and/or unsatisfactory Products and/or Services shall not be considered as disclaimer. If repair and/or delivery of equivalent Products and/or Services is not possible, PSW is entitled to suspend its obligations under the Agreement and/or these Terms and/or dissolve the Agreement according to article 15 of these Terms, without liability to Supplier.

11. LIABILITY FOR DELAY

If Supplier considers that it may fail to meet an agreed date or period for delivery of the Products and/or performance of Services Supplier shall forthwith inform PSW specifying the reasons for the delay and shall obtain PSW's instructions, without prejudice to Supplier's obligation to meet the agreed delivery date or period. In such case, PSW shall be entitled to choose to (a) suspend its obligations under the Agreement and/or these Terms and/or dissolve the Agreement according to article 15 of these Terms, without liability to Supplier, without payment of the purchase price and without other costs related to the rejection and return of the Products and/or Services, which costs shall be paid by Supplier, (b) demand that Supplier shall at its own expense pay for express door to door delivery to any destination indicated by PSW, and/or (c) agree in writing to a later delivery date or period. PSW reserves the right to claim damages arising from the said delay.

12. ASSIGNMENT

PSW may assign or sub-contract its rights and obligations under the Agreement and/or these Terms to any third party, without liability to Supplier.

13. INTELLECTUAL PROPERTY RIGHTS

Supplier warrants to PSW that Supplier is entitled to deliver the Products and/or Services to PSW, that the Products are his absolute property and none are subject of any option, right to acquire, assignment, mortgage, charge, lien or any encumbrance whatsoever or the subject of any conditional sale or credit sale agreement. Supplier warrants to PSW that the Products delivered and Services rendered can be used, disposed and/or sold to any party without affecting any intellectual property rights. Supplier shall indemnify PSW from and against all damages, expenses (including

reasonable attorney fees), losses, suits claims and liabilities for or on account of infringement of any intellectual property rights, such as, but not limited to, any patent rights, design trademark or name or other protected rights with regard to the Products and/or Services.

14. DRAWINGS, MATERIALS

Drawings, documents, machinery, models, tools and any other materials which have been made available to Supplier shall remain the property of PSW and shall only be used for execution of the Agreement. They shall not be scrapped or made available to third parties without the prior written consent of PSW and shall for the duration of the Agreement be securely stored, maintained and insured against all risks by Supplier on behalf of PSW. Supplier shall take all necessary actions in order to protect and safeguard the property rights of PSW. Said materials shall be forthwith returned to PSW upon PSW's request.

15. TERMINATION

If Supplier fails to comply or if PSW fears that Supplier is and/or will be unable to comply with any of its obligations under the Agreement and/or these Terms PSW is entitled, without notice of default and without judicial intervention, to suspend all of its obligations under the Agreement and/or these Terms and/or dissolve the Agreement in full or in part, without liability to Supplier.

16. FORCE MAJEURE

PSW shall not be liable for any loss, damage or delay for reasons beyond its reasonable control, including, but not limited to, unavoidable casualty, delays in delivery of materials, embargoes, government orders, acts of civil or military authorities, acts by common carriers, emergency conditions (including weather conditions) incompatible with safety or good quality workmanship, or any similar unforeseen event that renders performance commercially implausible. In such case PSW is entitled to terminate the Agreement, without liability to Client.

17. INDEMNITY

Supplier shall indemnify PSW from and against all damages, expenses (including reasonable attorney fees), losses, suits, claims and liabilities arising out of any breach of the Agreement and/or these Terms by Supplier and/or any action or omission by Supplier.

18. ENTIRE AGREEMENT

The Agreement and these Terms constitute the entire agreement between PSW and Supplier with respect to the Products and/or Services. PSW reserves the right to alter these Terms at any time. If any part of these Terms is -for any reason- found to be unenforceable, all other articles shall remain in full force and effect.

18. GOVERNING LAW

The Agreement and these Terms are governed solely by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods is not applicable.

19. DISPUTES

All disputes shall be settled by the District Court of Midden-Nederland, location Utrecht, the Netherlands.