

METAL BUSINESS MANAGEMENT B.V. - TERMS AND CONDITIONS OF SALE
Quotes, Invoices, Order Acknowledgments — Revised: January 1st. 2008

METAL BUSINESS MANAGEMENT B.V., hereafter Metal Business Management, ACCEPTS YOUR ORDER ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS BELOW (THE "CONTRACT"), AND NO OTHERS. YOUR ACCEPTANCE AND RECEIPT OF METAL BUSINESS MANAGEMENT'S GOODS OR SERVICES SHALL CONSTITUTE YOUR ASSENT TO THE CONTRACT. IF YOU DESIRE DIFFERENT OR ADDITIONAL TERMS, PLEASE MAKE THEM THE SUBJECT OF A SEPARATE LETTER TO METAL BUSINESS MANAGEMENT. METAL BUSINESS MANAGEMENT SHALL NOT BE BOUND TO YOUR DIFFERENT OR ADDITIONAL TERMS UNLESS METAL BUSINESS MANAGEMENT ACCEPTS SUCH TERMS IN WRITING.

1. Prices:

Unless otherwise agreed in writing or in contract, all prices and charges specified herein are based on Euro (€), Free house and are effective for: (a) the time period set forth in Metal Business Management's written quotation for the goods; or ten (10) days from the date of the quotation. Should the delivery date be postponed by Buyer or will the delivery be postponed because of Buyer's actions or lack of actions, Metal Business Management shall have the right to adjust the price of the undelivered goods to Metal Business Management's price at the time of shipment.

2. Payment:

(a) Unless otherwise agreed by Metal Business Management in writing, payment terms are net thirty (30) days from date of invoice. A service charge of 1.5% per month, not to exceed the maximum rate allowed by law, shall apply to the portion of Buyer's outstanding balance which is not paid when due. If legal action is taken by Metal Business Management, Buyer shall be liable for Metal Business Management's reasonable attorney fees, plus other costs of such action.

All goods subject of the sale, remain the property of Metal Business Management until all payments have been made.

3. Delivery, Risk of Loss, Shipment, and Acceptance:

(a) Delivery and performance dates specified herein or otherwise communicated to Buyer are approximate only and are based on conditions at the time Metal Business Management accepts Buyer's purchase order.

(b) In the absence of specific instructions by the Buyer, the carrier will be selected by Metal Business Management. In no event shall Metal Business Management be liable for any delay in delivery by the carrier, nor shall the carrier be deemed an agent of Metal Business Management.

Should the physical delivery be postponed by Buyer or will the physical delivery be postponed because of Buyer's actions or lack of actions, Metal Business Management shall keep the Buyer liable. Any cost or profit loss caused by such a delay is for the Buyer.

(c) Metal Business Management reserves the right to make partial shipments and to submit invoices for partial shipments. For all sales, Metal Business Management also reserves the right to ship oversize of weight, length, size and/or quantity [not to exceed ten percent (10%)] or as quoted, unless Buyer advises Metal Business Management in writing not to ship quantity variances prior to or at the time of Buyer's order.

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(d) Goods not expressly rejected in a writing delivered to Metal Business Management within fifteen (15) days of delivery shall be deemed to have been accepted.

4. Charges for packaging

Charges for standard protective packaging and wrapping are included in the price of goods. Buyer has no right to a credit or refund if, protective wrapping, or other packaging materials are returned.

5. Changes and Cancellation:

Orders accepted by Metal Business Management are not subject to change or cancellation by Buyer after materials have been ordered or manufacturing commences, except with Metal Business Management's written consent and upon payment of an appropriate charge to cover the cost or loss incurred by Metal Business Management. Unless otherwise agreed in writing, such charge shall not be less than fifteen percent (15%) of the sales price of the goods subject to the change or cancellation.

6. Warranty:

(a) Metal Business Management warrants that on the date of delivery all goods sold by Metal Business Management shall be free from defects in material and workmanship under normal use and service.

(b) No warranty extended by Metal Business Management shall apply to:

- Any goods, which have been modified or altered by persons other than Metal Business Management;
- Any goods subjected to any misuse, neglect, improper storage or handling, installation or accidental damage.

Metal Business Management's exclusive obligation under this warranty is, at Metal Business Management's option, to repair the defective goods, to supply replacement goods free, to refund to Buyer the purchase price paid for the defective goods, or to grant credit for the value of any goods found to be defective under this warranty in instalment sales. Metal Business Management shall not reimburse or make any allowance to Buyer for any labour charges incurred by Buyer for replacement or repair of any goods unless such charges are authorized in advance in writing by Metal Business Management.

(c) This warranty is made on the condition that Buyer gives Metal Business Management immediate written notice of any defect (notice must be delivered to Metal Business Management within one (1) week after deliver of the shipment), that Buyer gives Metal Business Management access to the goods and Buyer's relevant records and data, and that Metal Business Management's inspection reveals that Buyer's claim is valid under the terms of this warranty. No returns will be accepted by Metal Business Management unless accompanied by Metal Business Management's written approval.

(d) With respect to third party goods, Metal Business Management's only warranty to Buyer is that such goods are free of any rightful claims of their manufacturer. To the extent any warranties extended to Metal Business Management by their manufacturer are transferable, Metal Business Management shall transfer such warranties to Buyer.

THIS WARRANTY APPLIES TO THE GOODS ONLY AND NOT TO ANY COMBINATION OR ASSEMBLY OF THE GOODS OR ANY SERVICES OF METAL BUSINESS MANAGEMENT. METAL BUSINESS MANAGEMENT MAKES NO WARRANTY OTHER

THAN THE WARRANTY SET FORTH HEREIN AND THE WARRANTY ON PATENTS. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability:

Neither Metal Business Management, nor its suppliers, shall be liable, whether in contract, warranty, failure of a remedy to achieve its intended or essential purposes, tort (including negligence), strict liability, indemnity or any other legal theory, for loss of use, revenue or profit, labour costs, or for the costs of capital or of substitute use or performance, or for indirect, special, liquidated, incidental, or consequential damages, or for any other loss or cost of a similar type, or for claims by Buyer for damages of Buyer's customers. The Metal Business Management's maximum liability under this Contract shall be limited to Metal Business Management's profit margin to be realised on this specific order or if applicable, batch or part of an order.

8. Force Majeure:

If Metal Business Management suffers a delay in performance due to any cause beyond Metal Business Management's reasonable control, the time for Metal Business Management's performance shall be extended a period of time equal to the period of delay and its consequences. Metal Business Management will give Buyer written notice within a reasonable time after Metal Business Management becomes aware of such delay. Any cost or profit loss caused by such a delay is for the Buyer.

Typical reasons for delay includes though not limited to; any acts of national or local governmental authorities influencing production, storing or shipping, bankruptcy of the supplier, equipment break down, failure of sources of supply, changing import and export regulations effecting delivery performance, loss of shipment, interrupted production at the supplier, interrupted transport at the transport company, strikes effecting production, governmental release, transport or other losses at warehouses in use by Metal Business Management, lack of raw materials, lack of man power and/or energy, environmental issues, sudden inability of personnel at Metal Business Management to perform, etc.

9. Export:

The goods may be subject to export controls and regulations of the EU, the country of manufacture, or the country of shipment, and export may require a valid export license. Metal Business Management's acceptance of Buyer's order and delivery of goods is conditioned on compliance with applicable export controls. Metal Business Management will have no obligation to sell or deliver any product until all required export licenses have been granted and there are no other impediments arising from any applicable export regulations.

10. General:

(a) Any drawings, data, designs or other technical information supplied by the Buyer to Metal Business Management in connection with the sale of the goods shall remain Buyer's property and be held in confidence by Metal Business Management. Such information shall not be reproduced nor disclosed to others without Buyer's prior written consent.

(b) Metal Business Management may only waive a breach of any provision contained herein in writing. Any such waiver shall not constitute or be deemed to be a waiver of any other breach of the Contract. No amendment to or modification or alteration of the Contract shall be effective against Metal Business Management without Metal Business Management's

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specific written agreement thereto. Buyer shall not assign this Contract, any interest in the Contract or rights under the Contract without Metal Business Management's prior written consent.

(c) Disputes arising out of this Contract and/or these Terms and Conditions, not otherwise settled by mutual agreement between the parties, shall be settled in the Court of 's-Hertogenbosch in the Netherlands under Dutch law. Buyer agrees that the party against whom the award is rendered shall pay the entire cost and expense, including the other party's attorney's fees, costs, and expenses.

In case of conflict, Metal Business Management's General Conditions (this document) overrule any general (or specific) conditions set by the Customer.

These Terms and Conditions of Sale, are published on Metal Business Management's web site and files at the Chamber of Commerce. They are an inextricable part of each contract with the customer.