

General Terms and Conditions for RoOP Group BV

1. Definitions

GTC: The general terms and conditions defined herein;

Agreement: Any and all agreements defined under 2.1.;

Contractor: RoOP Group BV or one of its subsidiaries, RoOP Safety Solutions BV and RoOP Rail Safety BV, or one of its trade names;

The Contracting Party: Anyone and everyone who enters an agreement as specified under 2.1 with RoOP Group BV;

Goods: Anything and everything that is delivered and/or made available to the contracting party by RoOP Group BV according to the agreement;

Days: Calendar days;

Reclamations: Any and all grievances expressed by the contracting party concerning the quality and/or quantity of the goods delivered, including timeliness;

Destination: The location where goods shall be delivered and/or made available and/or installed according to the agreement insofar as delivery shall not take place ex works;

Materials: all of the materials and products, intended to form a collective or personal prevention device.

2. Applicability

2.1 The GTC and additional terms apply to every quotation of and every agreement between the contractor and the contracting party.

2.2 If the contracting party, who enters an agreement with the contractor as intended under 2.1, uses general terms and conditions which might apply to the pertinent agreement, then the contractor's GTC shall prevail, even when the terms and conditions of the contracting party contain a similar prevalence clause. Every agreement shall be entered under the condition precedent that our GTC apply.

2.3 Deviating from these GTC and from the conditions stipulated under 2.1 and 2.2 is only possible if both parties sign a written agreement. If per such an agreement there is a deviation from one or more points in these GTC, the other stipulations in these GTC remain applicable. If the contracting party uses GTC then these are not accepted and emphatically rejected.

2.4 If one or more of these GTC violate any legal stipulations then the remaining stipulations still apply with full force. The parties shall be considered as having agreed to that which most closely approximates the stipulation that was made inoperative.

3. Formation, content and breach of the agreement

3.1 All quotations and offers are without obligation.

3.2 The agreement shall come into force when qualified representatives have signed the agreement on behalf of both parties.

3.3 When a representative is seeking to enter an agreement on behalf of the contracting party then such representatives shall produce proof that they are authorised to act upon request by the contractor, when possible by means of a recent extract for the Register of Commerce.

3.4 If and when parties, after having entered an agreement, wish to modify or supplement its stipulations, then such changes must be introduced in writing. After both parties have agreed in writing to these changes, including possible changes in price or delivery time, these shall become part of the agreement as appendixes.

3.5 Contracting party shall only use rented equipment on the agreed locations unless agreed differently.

3.6 In the case of contract extras, contractor must produce a quotation and contracting party must approve.

3.7 No rights can be derived from images, brochures, drawings and/or information advertised on the website.

3.8 Contractor may refuse to enter an agreement and/or terminate an agreement if:

- the person acting on behalf of the contracting party is not authorized to represent the contracting party;
- the contractor has reasonable doubt (or information) about the limited creditworthiness or poor payment practices of the contracting party. The contractor may seek a third party's advice in this matter;
- the person acting on behalf of the contracting party does not meet the contractor's requirements for entering an agreement, including identification and providing all required information.

3.9 If the contracting party defaults on the agreement then the contracting party shall be obligated to pay for any expenses already incurred by the contractor.

4. Sale

4.1 Prices

4.1.1 The prices for services and/or goods are due according to the quoted price that has been agreed to in the signed quotation. The rates payable are "ex depot" and excluding VAT, unless agreed differently in writing.

4.1.2 The contractor's prices only include deliveries specifically mentioned in the agreement. Any blatant errors in calculation on the contractor's part may be corrected by the contractor.

4.1.3 The contractor reserves the right to pass on the costs of any government-imposed changes and/or charges, including for example tax increases and modifications and price hikes by the Minister of Economic Affairs, after the agreement has been entered.

4.2 Delivery and risk

- 4.2.1 Delivery will take place “ex depot” by the contractor by handing the goods to the contracting party or by parking the transporting vehicle at the place of delivery and handing the goods to the contracting party. The contracting party is obligated to ensure that the place of delivery can be accessed by any normal transporting vehicle.
- 4.2.2 After delivery and a subsequent shift in actual power the goods will be the contracting party's sole responsibility.
- 4.2.3 The delivery time is the term agreed to by both parties upon entering the agreement. If a specified delivery time is agreed upon this shall never be a deadline. When the term is exceeded the contracting party shall not hold the contractor in breach of the agreement but shall set a new, reasonable term within which the agreement can be executed still.
- 4.2.4 If goods cannot be delivered at the place of delivery because of assignable negligence on the part of the contracting party then the contractor shall store those goods at the contracting party's expense and risk.
- 4.2.5 The contracting party is obligated to accept the goods and/or affairs on the agreed date stated in the quotation/agreement. If the contracting party does not meet this obligation then the contractor may store the goods in his warehouse or elsewhere. Any expenses incurred shall be passed on the the contracting party.

4.3 Amounts and complaints

- 4.3.1 All shipments are carefully counted by the contractor and the amounts are checked against the shipment notices and/or bills of lading. The contracting party must check the amounts and report any deviations immediately upon receipt or within no more than two business days. If the contracting party does not report deviations within two business days from receipt then the amounts listed on the shipment notices and/or bills of lading shall be accepted as correct.
- 4.3.2 The contractor must be notified in writing within seven days from delivery of any complaints about quality or applicability of the goods delivered. In the absence of such a timely report, all liability on the part of the contractor shall expire. A written complaint must contain a description of the nature of the complaint and any observable defects.
- 4.3.3 If the contractor deems complaints to be valid, then contractor shall choose to either replace the pertinent goods or restore the defects.
- 4.3.4 Complaints never entitle the contracting party to suspend his obligations towards the contractor.

4.4 Return shipment

- 4.4.1 Goods delivered may only be shipped back to the contractor after the contractor has signed a written agreement to that effect.
- 4.4.2 Return shipment shall take place at the expense and risk of the contracting party, unless agreed differently in writing.

4.5 Payment and credit limitations

4.5.1 All payments made to the contractor per this agreement must take place within 30 days from the invoice date without any settlement for whatever reason and to no expense for the contractor, either by payment at the contractor's office or by wiring the amount to the contractor's bank account, and in the currency stated on the invoice, unless agreed differently. The moment when the contractor receives the payment shall be considered the payment date.

4.5.2 If the contractor's invoices list a credit limitation surcharge (a fixed percentage determined by the contractor) as part of the final amount, this surcharge may be deducted from the total amount if payment is made within 30 days from the invoice date. In case of non-payment within 30 days the contracting party must pay the surcharge to the contractor.

4.5.3 If the contracting party does not meet his obligation to pay as stipulated under 4.5.1 then he shall be held to be in breach of the agreement.

4.5.4 As soon as the contracting party is in breach of his payment obligations he will incur, aside from the aforementioned credit limitation surcharge, the costs of the going interest rate, where part of a month is considered a whole month, over the amount payable. The contractor is not obligated to explicitly lay claim to these costs. Above this, the contracting party is obligated to incur the costs of a potential decrease in the value of the invoice currency against the Euro from the moment of non-payment. The contractor reserves the right to demand from the contracting party that the contracting party will provide a bank guarantee for the amount due.

4.5.5 If the contractor is forced to take collection measures then the contracting party, without prejudice to the stipulations in 5.2, 5.4 and 5.6, is obligated to compensate for any internal costs incurred. The contractor is considered as being forced to take collection measures when the contracting party has been in breach of his payment obligation for 30 days or more. Internal costs are set at 5% of the total invoice amount, not counting the amounts stipulated under 5.2 and 5.4. Parties undertake not to legally claim any moderation or increase in these internal costs.

4.5.6 If the contractor must hand over a claim, resulting from an agreement, to a third party for collection purposes, then all costs incurred, judicial and extrajudicial, shall be passed on to the contracting party. These costs are determined by the contractor's attorney and/or bailiff and/or collection agency. Their declarations are binding. Parties undertake not to legally claim any moderation or increase in these internal costs, except when in the case of a breach of good faith the contracting party has the right to (...)

4.5.7 The contractor is obligated to suspend any obligations, which he has accepted towards the contracting party for whatever reason, if and for as long as the contracting party does not meet any claims due towards the contractor if there is sufficient continuity between the obligations and the claim. If the contracting party has been in breach of the agreement for more than 30 days then the contractor is entitled to suspending all obligations towards the contracting party, and without being liable for any damages towards the contracting party, though without prejudice to the contractor's right to claim damages from the contracting party for every dissolved agreement.

4.5.8 Objections against any charges must be communicated to the contractor in writing within 5 business days from the invoice date. Submitting objections will not suspend the contracting party's payment obligation. Settlement or delay of payment is only permitted with the contractor's express written consent.

4.6 Warranty

4.6.1 In accordance with sub clause 8, listed below, the contractor warrants the contracting party that the goods delivered by the contractor will be reliable and of good quality, although this warranty never exceeds the warranty of the contractor's supplier.

4.6.2 The contractor is obligated to restore and/or replace, at his own expense, any defective and/or wrong goods to the extent that these are covered by the contractor's warranty under 4.6.1. The replacement obligation only pertains to the goods themselves. Any other costs for the replacement, except for the transportation costs within the Netherlands, shall be passed on to the contracting party. The contracting party must provide proof of defectiveness and/or inaccuracies.

4.6.3 The contractor will only send credit notes to the contracting party after the contractor and the contracting party have expressly entered an agreement.

4.6.4 In the case of differences in quantity the contractor is merely obligated to deliver the missing goods.

4.6.5 In the case of differences in quantity and/or quality in the goods delivered by the contractor the contracting party is not permitted to repair and/or replace and/or supplement the goods without the contractor's permission. If the goods are repaired and/or replaced and/or supplemented without the contractor's permission, even if this is done by third parties, then the contractor shall be absolved of any obligations towards the contracting party. Possible costs incurred because of damages done to the goods or changes made to the goods shall be at the contracting party's expense.

4.7 Retention of title

4.7.1 All goods delivered by the contractor shall remain his possession until the contracting party has met all obligations towards the contractor, be they contributions or services, including interest and collection expenses. As long as the ownership of the goods has not been transferred to the contracting party, the goods may not be pawned, ownership may not be transferred, and no third parties may lay claim to the goods. If the goods are repossessed by the contracting party's creditors then this will be considered such a grave demerit on the part of the contracting party that the contractor is entitled to dissolve the agreement. The contracting party is obligated to inform the contractor immediately of any repossessions. This must take place by means of a letter sent through registered mail.

4.7.2 The contracting party is obligated to take diligent care of any goods belonging to the contractor. He is obligated to insure all goods belonging to the contractor against damages and risk. If goods are lost as a result of damages or risk or if damage occurs then the insurance proceeds must be paid to the contractor. The contracting party is obligated to notify his insurance, as well as communicate the names and addresses of his insurance(s) to the contractor. The contractor is entitled to notify the insurance(s) that any proceeds for goods belonging to the contractor must be paid to the contractor.

5. Lease

5.1 Lease prices and period

5.1.1 The lease prices for products are payable to the contractor according to prices listed in signed quotations and agreements. The rates payable are "ex depot" and excluding VAT unless agreed differently in writing.

5.1.2 With respect to the composition of the lease prices, errors in calculation and changes to the components of lease prices, the stipulations in article 4 sub clauses 2 and 3 apply accordingly.

5.1.3 The lease price payable by the contracting party shall be calculated from the day when the goods are made available to the contracting party according to the agreement and/or after the contracting party has been notified, unless agreed differently, until and including the agreed date of termination and/or the date the goods have been returned to the contractor and/or the date the goods have been collected by the contractor.

The lease price payable by the contracting party can also be set according to a predetermined total price. The total price will be determined according to the lease period, the going prices on the date of lease and possible additional costs. If the contracting party exceeds the agreed rental period then the contractor reserves the right to charge additional costs, which will be calculated proportionally to the initial total price.

5.1.4 The goods will be leased for periods of days, weeks and/or months unless agreed differently. For any incomplete period the contracting party shall pay a lease price for a full period (equal to the previous period).

5.1.5 Frost leave and holiday leave are fully included in determining the lease period and in calculating the lease price.

5.1.6 The contractor retains full claim to all obligations of the contracting party after termination of the lease agreement for whatever reason, including the right to demand a compensation for damaged or missing goods.

5.2 Delivery and risk

5.2.1 After delivery and after the shift of actual power to the contracting party, all goods are the sole responsibility of the contracting party. Any damaged that is done to the goods delivered by the contractor during the lease period, whatever the cause or origin, shall be charged to the contracting party / leasing party. Normal wear is excepted.

5.2.2 With respect to the delivery, the risk, the transport and the delivery time, for everything else the stipulations in article 4.2 apply accordingly.

5.3 Amounts and complaints

5.3.1 With respect to the amounts of goods, deviations in amounts and quality and advertisements, the stipulations in article 4.3 apply accordingly.

5.4 Return shipment

5.4.1 With respect to return shipments the stipulations in article 4.4 apply accordingly.

5.5 Obligations of the contracting party

5.5.1 The contracting party is fully responsible and liable for the leased goods from the moment they are delivered to the moment they have been returned to the contractor's depot.

Modifications or changes of whatever nature to the leased goods may only be carried out with the contractor's express permission. If this permission is not obtained, any modifications or changes will be considered damage which will be charged to the contracting party.

5.5.2 The contracting party is not permitted to sublet any goods, offer goods up for sale, sell goods, transfer goods, encumber goods or abandon goods. Neither is the contracting party permitted to remove and/or relocate the goods from the location and/or work for which they are intended and which is stipulated in the agreement, without the contractor's express permission. The

goods may only be used for purposes for which they are intended and may not be overused.

- 5.5.3 The contracting party is obligated to take diligent care of the goods. He is obligated to insure the goods at the full replacement value with respect to all damages, risk, loss or theft.
- 5.5.4 The contracting party is obligated to notify the contractor of any return shipments three days prior to their taking place. The contracting party is obligated to pay for any damages that have been done to the goods during the lease period, whatever the cause. Normal wear is excluded.
- 5.5.5 After the contractor has received the leased goods at his address, he retains the right to claim, within a reasonable period, that the goods have not been received in good condition. The contracting party shall be liable for any damages reported during this period.
- 5.5.6 During the lease period the contracting party is obligated to observe all pertinent government-imposed safety regulations and other regulations. The contracting party indemnifies the contractor against any damages resulting from the contracting party's failure to observe these regulations.
- 5.5.7 If the lease concerns assembled goods and the assembly or dis-assembly is delayed by force majeure on the part of the contractor then this shall not affect the agreed lease date.
- 5.5.8 If the lease concerns goods that will be collected by the contractor at the end of the lease period, then the contracting party shall keep the goods ready for transport after prior notification. Extra costs incurred as a result of the contracting party's failure to do so may be passed on to the contracting party by the contractor.

5.6 Payment

5.6.1 The lease price shall be invoiced by the contractor to the contracting party at the start of the lease period, unless agreed differently. With respect to everything else the stipulations in article 4.5 apply accordingly.

5.7 Warranty

5.7.1 With respect to the contractor's warranty in relation to the contracting party, the stipulations in article 4.6 apply accordingly.

5.8 Mixing prohibited

5.8.1 The contracting party is responsible for ensuring that the goods of the contractor are not mixed with the goods of third parties during the lease period.

5.8.2 Should mixing, as intended under sub clause 1 of this article, occur, then the contracting party must compensate the contractor for any damages that result from such mixing. The damage shall be set according to the value of the contractor's goods. This shall take place without judicial intervention.

5.9 Advertising materials

5.9.1 The contractor is permitted to attach advertisement materials to the goods he leases out.

6. Assembly and Dis-assembly

6.1 Purchase price and rates

6.1.1 For assembly services to be performed by the contractor either a fixed purchase price or an hourly rate may be agreed to which is based on execution by direct labour or on another measurable unit of labour.

6.1.2 The agreement to execute the assembly services is based on execution under normal circumstances and at normal business hours. The contractor is entitled to charge the contracting party extra for overtime or extra-ordinary circumstances. Extra costs resulting from a change in safety regulations will also be charged to the contracting party.

6.1.3 The contractor reserves the right to charge the contracting party extra if the services to be performed deviate from the information provided by the contracting party and on which the purchase price is based. The surcharge will consist of extra costs incurred plus a reasonable profit margin.

6.1.4 The stipulations in article 4.1.2 and 4.1.3 apply accordingly.

6.2 Obligations of the contractor

6.2.1 The contractor is obligated to observe all pertinent government imposed regulations, particularly safety regulations, during assembly and dis-assembly.

6.2.2 The contractor shall execute the assembly and dis-assembly according to the standards of good workmanship.

6.2.3 The contractor shall observe drawings and/or specifications and/or directions provided by the contracting party when assembling and dis-assembling if and as far as these do not contradict any pertinent safety regulations.

6.2.4 The contractor shall execute the assembly in such a way that the assembled goods can be used for the tasks that have been agreed to upon accepting the assignment if and as far as these do not contradict any pertinent safety regulations.

6.3 Obligations of the contracting party

6.3.1 The contracting party is responsible for ensuring at his own risk and expense that:

A. The construction of the building in which, on which and/or for which the materials are assembled is suitable for that purpose

B. That any drawings, specifications and/or directions on which the assembly services to be performed by the contractor are based, have been verified and that measurements and other submitted data have been checked.

C. That the services that are related to but are not part of the contractor's assignment have been executed properly and timely.

D. That the contracting party shall submit his own regulations and directions to the contractor in time before the start of the assembly or dis-assembly, failing which the contractor shall not be held to such regulations and/or directions.

E. That any and all obstacles have been removed from the construction site before the start of the assembly or dis-assembly, that obstructive height differences in the surface have been leveled, and that the surface and/or building structure is strong enough to bear the systems/construction to be assembled by the contractor.

F. That the place of assembly or dis-assembly can be accessed by the transportation vehicles of the contractor.

G. That the contracting party possesses all pertinent licenses required for the assembly or dis-assembly.

H. That the contracting party shall observe all the pertinent government-imposed regulations, particularly safety regulations.

I. That light and three-phase electricity are available within a reasonable perimeter and that the room in which the service is carried out offers reasonable working conditions.

J. That the assembly or dis-assembly can be executed without hindrance and that other services are being executed that may hinder an uninterrupted assembly or dis-assembly.

K. That goods delivered but not assembled as well as tools can be stored in places the contractor can access and which are capable of storing such goods and tools, without prejudice to the contracting party's responsibility for such goods.

L. That appropriate provisions are in place for the contractor's personnel at no charge and that systems assembled by the contractor are earthed per the pertinent government-imposed regulations.

M. That possible taxes, such as precario, have been paid in a timely manner and that possible required street furnishings, such road blocks and lighting, are in place.

6.3.2 If the contracting party commits breach on part or all of his obligations, this will be considered such a grave demerit on the part of the contracting party that the contractor is entitled to dissolve the agreement. All damages resulting for this dissolution shall be charged to the contracting party.

6.4 Delivery and risk

6.4.1 from the moment that the contracting party has delivered the materials to the construction site or place of delivery either in part or entirely, or the moment at which the actual power shifts to the contracting party, or the moment at which the materials are transported from the contractor's depot, the contracting party shall be liable for theft, embezzlement and/or loss and damages.

6.4.2 If the contracting party does not notify the contractor of any defects upon delivery and/or assembly of the materials then the contracting party is considered to have approved the materials and the construction/assembly and the delivery will have taken place.

6.4.3 From the moment the assembled goods have been delivered by the contractor the contracting party is solely responsible for the goods. The contractor carries no responsibility except in case of visible defects, as speculated under clause 8 (Limitations of Liability). The contracting party is obligated to report any defects to the contractor immediately. This is barring circumstances in which the law dictates that the contractor is obligated to pay for damages.

6.4.4 The contracting party is also liable for damages and loss of goods and tools belonging to the contractor and which were used during assembly, unless there is gross negligence or intent on the part of the contractor. In all other cases the stipulations in article 5.5 apply accordingly.

6.4.5 The contractor accepts no liability for injuries or damage to buildings, installations or other goods, or for any other damage resulting directly or indirectly from his own doing or omission, his employees or any other persons who have been put to work on his behalf, unless there is gross negligence or intent. This is barring circumstances in which the law dictates that the contractor is obligated to pay for damages.

6.4.6 In case of a loss of time such an extension of the delivery time as is reasonable given all circumstances shall be permitted and any costs incurred because of this extension shall be passed on to the contracting party, without prejudice to the stipulations in clause 8 (Limitations of Liability).

6.4.7 Unless agreed differently the contracting party is not permitted to use the assembled materials for any other purposes than the ones for which they are intended per this agreement.

6.4.8 The contracting party is not permitted to modify the materials delivered by the contractor or the systems/constructions executed by the contractor without the contractor's express permission.

6.5 Payment

6.5.1 Payment of amounts payable as stipulated under 6.1.1 by the contracting party to the contractor must be made at the start of the assembly unless agreed differently. In all other cases concerning payment the stipulations in article 4.5 apply accordingly.

7. Technical service, advice and design

7.1 If the contractor provides the contracting party with a technical service, such as working out designs, static calculations, assembly calculations, and execution drawings, as well as visiting constructions, checks and meetings, the contractor is entitled to charge the contracting party separately unless agreed differently.

7.2 The contracting party must, at reasonable hours, enable the contractor, his representatives or insurance brokers to check, test, calibrate, repair or replace any of the contractor's goods which are located on the contracting party's property. The contractor shall take care to avoid hindrance to the contracting party wherever possible.

7.3 All drawings, descriptions, calculations, models and tools produced by the contractor on behalf of the contracting party shall remain property of the contracting party, who also retains his intellectual property rights.

7.4 The contracting party shall not copy, show to third parties, publish or use any data concerning the contractor's designs or proposed construction methods without the contractor's express permission.

7.5 All technical services, advices and designs produced by the contractor for the contracting party shall be provided and executed to the best of the contractor's knowledge and ability.

8. Limitations of Liability

8.1 The contractor shall not be held liable for damages by the contracting party or third parties other than that which results from articles 4.6, 5.7 and 6.2.

8.2 If the contractor causes damage to any of the contracting party's goods while executing an agreement, and this damage must necessarily follow from the execution of the agreement and is therefore unavoidable, then the contractor shall not be held liable for said damage.

8.3 In the case that the agreement to which these GTC apply is dissolved or declared dissolved, the limitations of liability and the indemnification as stipulated in this article 8 shall remain in force.

8.4 The contracting party must report any damages to the contractor in writing as soon as possible and within 15 business days. Damages that have not been reported to the contractor within this term shall not be charged to the contractor, unless the contracting party can demonstrate that the contracting party could not reasonably notify the contractor sooner.

8.5 The contracting party is obligated in any and all cases to act to reduce harm and to allow the contractor to undo any damage.

9. Force Majeure

9.1 In the case of force majeure the contractor reserves the right to dissolve the agreement in part or entirely without judicial intervention, or to suspend its execution, without incurring the obligation to compensate the contracting party for any damages.

9.2 This agreement defines force majeure as any facts and circumstances over which the contractor has no control and based on which the contractor can not be reasonably expected to execute the agreement.

9.3 As soon as a situation of force majeure occurs, the contractor must immediately notify the contracting party.

10. Applicable law

The Dutch Law applies to all agreements entered by the contracting party and the contractor and to these GTC.

11. The competent judge of the district in which the contractor is settled shall be held exclusively competent to judge any disputes that follow from the agreement entered by the contractor and the contracting party, unless the contractor prefers to choose the competent judge presiding in the district where the contracting party is settled.

12. Evidence

12.1 With respect to the monetary amount of the mutual obligations which follow from any agreements entered with the contracting party, barring evidence to the contrary by any means, the administrative data provided by the contractor shall be decisive.

12.2 If the contracting party decides to appeal to the contractor's warranty obligations as stipulated under 4.6, 5.7 and 6.2 then the contracting party must bear the burden of proof concerning any incorrect quantities, defective or wrong goods, or insufficient workmanship on the part of the contractor's personnel.

13. Entry into force

These GTC shall enter into force on May 1st, 2010.

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