

The following is an unofficial translation of the "Algemene Inkoopvoorwaarden van Vitronics Soltec B.V."

GENERAL CONDITIONS OF PURCHASE OF VITRONICS SOLTEC B.V.

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Article 1: Definitions

In these General Conditions, the name "Vitronics Soltec" is used to designate Vitronics Soltec B.V., a limited liability company trading in soldering machines and transport systems, whose official registered office is situated in Oosterhout, the Netherlands.

Article 2: General applicability

- 2.1 These general conditions are applicable to all legal relations whereby Vitronics Soltec acts as (prospective) purchaser.
- 2.2 These general conditions may only be deviated from if such deviations are agreed in writing. No rights can be derived from deviations of this sort with respect to legal relationships entered into at a later date.
- 2.3 The applicability of the general conditions of the contracting party is expressly excluded.
- 2.4 These general conditions are, at the same time, applicable to all legal relations whereby Vitronics Soltec provides services as (prospective) principal.

Article 3: Agreements

- 3.1 Orders must be given on the Vitronics Soltec procurement order forms specially intended for that purpose. Agreements shall only be valid after the Article of the Vitronics Soltec procurement order form, designated as "confirmation of order", is signed and when the form is returned to Vitronics Soltec by the contracting party.
- 3.2 At the written request of Vitronics Soltec, the contracting party is obliged to carry out all reasonable changes specified by Vitronics Soltec in the assignment.
- 3.3 Changes in the price, delivery time or any other conditions resulting from changes as referred to in the foregoing paragraph shall be reported in writing to Vitronics Soltec immediately or at least within 14 days. The altered order will be executed in accordance with the originally agreed price, delivery time and other conditions, unless it be unreasonable to do so.
- 3.4 If Vitronics Soltec cannot agree with these alterations, the original order is retained unless Vitronics Soltec has given notification of its objections in good time.
- 3.5 All agreements shall be subject to the ICC Incoterms 1990, "franco including rights" insofar as these conditions do not deviate from that which is specified in these general conditions or further agreements entered into by Vitronics Soltec and the contracting party.

Article 4: Delivery/delivery period

- 4.1 Delivery sooner than the agreed date of delivery can only be made with prior written permission of Vitronics Soltec. Any delivery made sooner than agreed may not result in any deviation from the agreed date of payment.
- 4.2 Insofar as delivery is made from the factory/stocks and if the goods are collected at the risk of Vitronics Soltec, the delivery is only deemed to be made the moment the goods are loaded into the transport vehicle.
- 4.3 If the form intended for the purpose of written acceptance, as referred to in paragraph 3.1, does not specify any place of delivery, delivery is deemed to take place at no. 20 Karolusstraat, Oosterhout, the costs of transport and

insurance of which shall be for the account of the contracting party.

- 4.4 Goods to be delivered must be provided by the contracting party with the Vitronics Soltec order number, properly detailed documents, such as a packer's number, specifying quantity, type and Vitronics Soltec goods numbers, as well as a label (affixed to the goods) specifying the type of goods and the Vitronics Soltec goods number. All of these details must also be specified on the invoices.

Article 5: Price and payment

- 5.1 The agreed price is fixed and cannot be increased without the permission of Vitronics Soltec.
- 5.2 Timely and properly observed payments should be received within 60 days of receipt of the goods and/or approval of the services rendered and following the receipt of an invoice and written statement as referred to in paragraph 9.4, unless Vitronics Soltec requests settlement or postponement of payment and/or discount.

Article 6: Ownership

- 6.1 If the other party is responsible for objects belonging to a third party which relate specifically to the fulfilment of any obligations resulting from the legal relationship between Vitronics Soltec and the third party, the other party will act as owner of these objects.
- 6.2 If the other party creates objects, which relate specifically to the fulfilment of any obligation resulting from the legal relationship between Vitronics Soltec and the third party, these are objects which Vitronics Soltec has had created on its behalf and the other party acts as the owner and retains these objects for Vitronics Soltec.
- 6.3 If Vitronics Soltec passes objects to the other party in order to implement the legal relationship between Vitronics Soltec and the third party, those objects remain the property of Vitronics Soltec.
- 6.4 The objects referred to in 6.1, 6.2 and 6.3 are: all raw materials, semi-manufactured products, materials and components, models, drawings and other information carriers as well as all other objects.
- 6.5 The other party undertakes not to (have used) use the objects which, in accordance with what is stated in 6.1, 6.2 and/or 6.3, are owned by Vitronics Soltec, or permit third parties to do likewise for any other reason than the fulfilment of its obligations with respect to Vitronics Soltec.
- 6.6 The other party undertakes to store the objects which, in accordance with what is stated in 6.1, 6.2 and/or 6.3, are owned by Vitronics Soltec, separately and to designate them as the Vitronics Soltec's property.
- 6.7 The other party is obliged to inform Vitronics Soltec immediately if:
 - (a) a third party claims any rights to and/or seizes the objects owned by Vitronics Soltec;
 - (b) the other party intends filing a petition for the (temporary) suspension of payments;
 - (c) the other party has been granted a (temporary) suspension of payments;
 - (d) the other party intends filing a petition for liquidation;

- (e) the other party has learned that one or more of his creditors intend(s) filing a petition for liquidation; or
- (f) the other party is declared bankrupt.

- 6.8 Vitronics Soltec is at all times legally entitled to collect (have collected) the objects, which the company owns from wherever they are located. The other party hereby grants Vitronics Soltec irrevocable permission to enter (have someone enter) the areas used for this purpose by, or on behalf of, the other party.
- 6.9 The other party undertakes to insure the objects which, in accordance with what is stated in 6.1, 6.2 and/or 6.3, are owned by Vitronics Soltec, against the risks of loss or damage in whatever form, by means of a policy taken out with an insurance company with a good reputation and located in the Netherlands and undertakes to keep the objects insured up to and including the moment of delivery as referred to in article 4.

Article 7: Guarantee

- 7.1 The other party guarantees Vitronics Soltec that the objects supplied comply with the contract and comply in every respect with the applicable government regulations. Applicable government regulations include foreign government regulations if the other party can reasonably be expected to know that the objects to be delivered are (partially) to be used abroad.
- 7.2 The provision contained in 7.1 is equally applicable to the national and international standards of generally recognised standardisation institutions.
- 7.3 The other party guarantees the import, export and transferral of the objects to be supplied to the place indicated to him as the (final) destination.
- 7.4 In assessing whether an object supplied in the context of a contract complies with the contract, statements which have been made public on the subject by, or on behalf of, a previous vendor of that object, who acts in the context of a professional employee or a company, are regarded as statements by the other party, except in the event that the other party was neither aware, nor could be expected to have been aware, of a certain statement, or when the other party has clearly denied this.
- 7.5 Objects supplied by the other party, which do not comply with the contract, can be returned by Vitronics Soltec immediately after the delivery deadline has passed at the expense and liability of the other party.
- 7.6 The other party guarantees that, once delivery has taken place, it will be able to supply Vitronics Soltec with parts for the objects supplied for a period of at least 10 years.

Article 8: Inspection and verification

- 8.1 Vitronics Soltec is authorized to inspect the goods or to have the goods inspected during production, processing and storage.
- 8.2 If Vitronics Soltec has reasonable grounds for fearing that the other party will fail to fulfil its obligation(s) with respect to Vitronics Soltec, the other party is obliged, even if he declares a willingness to fulfil his obligations, to furnish security immediately and sufficiently in a form to be determined by Vitronics Soltec and, if necessary, is obliged to extend this security to cover any loss or damage which may be suffered by.

Article 9: Non-fulfilment article

- 9.1 "If the other party fails in any way in the fulfilment of any of its obligations with respect to Vitronics Soltec, or in the event of a petition for the suspension of payments being filed, (temporary) suspension of payment being granted, bankruptcy being filed for, notified, or claimed, bankruptcy or liquidation or the suspension of (part of) the other party's company, Vitronics Soltec is authorised to immediately cancel the contract(s) entirely or partially, without prejudicing its rights and without being liable for compensation in any way".
- 9.2 "If Vitronics Soltec cancels the contract(s) on the basis of the provisions in 9.1, every debt which the other party owes Vitronics Soltec, for whatever reason, is immediately due

and payable without prejudicing Vitronics Soltec's other rights".

Article 10: Force Majeur

In any case, the other party is, although not exclusively, liable to pay or:

- all work carried out by people involved by the other party in the execution of the contract with Vitronics Soltec;
- unsuitable products used by the other party for the execution of the contract with Vitronics Soltec;
- the exercising of one or more rights by third parties against Vitronics Soltec relating to a failure by the other party to fulfil a contract entered into between Vitronics Soltec and the aforementioned third parties with respect to the products supplied by the other party;
- strikes, employee lock-outs, work-to-rules, illness, bans on import, export and/or transferral, transport problems, non-fulfilment of the obligations of Vitronics Soltec's suppliers, production breakdowns, natural and/or nuclear disasters and war or the threat of war.

Article 11: Confidentiality

- 11.1 Orders are confidential and will not be published by the other party for publicity or sales purposes.
- 11.2 The other party is obliged to observe secrecy, with respect to third parties, on the subject of any information and knowledge provided by Vitronics Soltec or by some other means and the other party will only use this information and knowledge in the execution of the orders issued to him.
- 11.3 The other party is obliged to impose the ban stated in 11.1 and the obligations stated in 11.2 on all subordinates and third parties who inevitably have to be informed and the other party guarantees that the subordinates and third parties fulfil those obligations.

Article 12: Indemnity

The other party is obliged to indemnify Vitronics Soltec for all third party claims for loss or damages against Vitronics Soltec with respect to the execution of any contract entered into between Vitronics Soltec and the other party, and/or with respect to any violation or claimed violation of industrial or intellectual property law, including knowledge of the objects (still to be) supplied and in addition, the other party is liable for all resulting costs, unless it is a case of intent or deliberate recklessness on the part of Vitronics Soltec or its subordinates.

Article 13: Penalty

In the event of the other party not complying with any obligation related to these general purchasing conditions, the other party is to pay Vitronics Soltec a penalty per violation of NLG 50,000, without prejudicing Vitronics Soltec's other rights.

Article 14: Applicable law

- 14.1 All legal relations and/or agreements between Vitronics Soltec and the contracting party shall be subject to the jurisdiction of the Netherlands.
- 14.2 Any disputes arising in connection with a legal relation to which these General Conditions apply, shall be brought before a court of law appointed for that purpose by Vitronics Soltec within the district in which Vitronics Soltec is officially situated, or before a court of law in the district in which the contracting party is officially situated.

Article 15: Applicability of the text

If, and in so far as, on the grounds of reasonableness and equity, or the unreasonably onerous character of any provisions included in these conditions, no stipulation can be invoked, then a meaning is to be attributed to the content and purport of that provision so that the stipulation can be invoked.

Article 16: Applicability of the text

The original text of the General Conditions of Purchase, rendered in the Dutch language, shall prevail at all times above translations thereof in any other language.