

The following is an unofficial translation of the "Algemene Verkoop-, Leverings- en Betalingsvoorwaarden van Vitronics Soltec B.V."

GENERAL CONDITIONS OF SALE AND DELIVERY AND TERMS OF PAYMENT OF VITRONICS SOLTEC B.V.

Filed at the Chamber of Commerce and Industry for the western sector of North Brabant
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1: General

In these general conditions the word "Vitronics Soltec" must be understood to mean the private company with limited liability **VITRONICS SOLTEC B.V.**, established and having its registered office at (4906 AA) Oosterhout (North Brabant, the Netherlands) at Innovatiepark no. 12, trading in soldering machines for printed circuit boards.

2: General/applicability

- 2.1 Applicability of general conditions used by the opposite party is explicitly excluded.
- 2.2 These general conditions apply to all legal relationships, in which Vitronics Soltec acts as (potential) seller and/or supplier of goods and/or services.
- 2.3 These conditions can be deviated from in writing only.

3: Quotation/conclusion contract

- 3.1 All quotations of Vitronics Soltec are free of engagement.
- 3.2 All samples and models are issued as an indication only.

4: Additions to contract

At the request of the opposite party Vitronics Soltec will execute all changes it stated, provided these can in reason be executed and with the right to charge for the additional work.

5: Prices

- 5.1 All prices are ex works/warehouse and exclusive of V.A.T.
- 5.2 Changes in wages, cost price of raw materials or other materials and/or changes in exchange rates that are related to the performance agreed upon and that occur more than three months after the conclusion of a contract, give Vitronics Soltec the right to pass these on without any additional charge.

6: Delivery/term of delivery

- 6.1 Delivery terms agreed upon with Vitronics Soltec are regarded as indication and not as fatal term.
- 6.2 Delivery takes place in conformity with the Incoterms 1990, modality free carrier Tilburg/Rotterdam. The place of delivery is Karolusstraat no. 20 at Oosterhout (North Brabant, the Netherlands).
- 6.3 Vitronics Soltec is entitled to make the delivery in instalments.
- 6.4 The opposite party is, if applicable, obliged to take back the packaging of the goods supplied by Vitronics Soltec from its customers. The opposite party undertakes towards Vitronics Soltec to process these packagings (or have them processed). The opposite party indemnifies Vitronics Soltec against any claim on account of non-processing of this packaging.

7: Payment

- 7.1 Invoices of Vitronics Soltec have to be settled by the opposite party within the term and in accordance with the manner mentioned on the invoice. Payment has to take place effectively in the currency agreed upon and without any set-off, discount and/or deferment.

7.2 In the event of untimely payment of an invoice all obligations of the opposite party to pay become due for payment at instant notice, irrespective whether Vitronics Soltec has already issued its invoices in respect thereof.

7.3 In the event of tardy payment of an invoice the opposite party owes an interest on the invoice amount of the discount rate for promissory notes of the Nederlandsche Bank N.V. plus 3% within a minimum of the legal interest per annum.

7.4 The opposite party will be charged for the extrajudicial collection costs in conformity with the collection rate of the Dutch Order of Solicitors.

7.5 Every payment of the opposite party primarily serves as settlement of the extrajudicial collection costs and the judicial costs it owes and will after that be deducted from the interest it owes and after that from the oldest outstanding claims, regardless of instructions of the opposite party to the contrary.

7.6 The opposite party can object to the invoice within the term of payment only.

8: Reservations of ownership

8.1 Vitronics Soltec reserves the ownership of the goods it delivered or has to deliver, until the following will have been paid to it in full:

- A) the performance owed by the opposite party for all goods supplied or to be supplied in pursuance of a contract as well as all operations carried out or to be carried out in pursuance of such contract;
- B) claims on account of failure of the opposite party to fulfil such contract(s).

The opposite party is not allowed to appeal to a possessory lien for as far as the cost of storage are concerned or to set off these costs against the performance it owes.

8.2 If the opposite party forms a new good from or partly from the goods referred to in paragraph 1, this will be a good, Vitronics Soltec has created for itself and the opposite party will keep this for Vitronics Soltec as owner, until all obligations as referred to in paragraph 1 have been met.

8.3 In the event any good belongs to Vitronics Soltec in pursuance of paragraph 1 or paragraph 2, the opposite party has the disposal thereof within the scope of its normal conduct of business only.

8.4 If the opposite party is in default in respect of the performance as referred to in paragraph 1, Vitronics Soltec is entitled to collect itself (or to have collected) the goods to which it is entitled from the place where they will then be. The opposite party now already for that case authorizes Vitronics Soltec for that purpose to enter the accommodation used by or for the opposite party. All costs connected with the collecting of the goods will be for account of the opposite party.

8.5 The opposite party hereby gives in pledge to Vitronics Soltec, that accepts this pledging, all goods, of which the opposite party becomes (co-)owner by conversion, accession, blending/melting with the goods supplied or to be supplied by Vitronics Soltec as security for all that Vitronics Soltec will at any time have to claim from the opposite party.

9: Security

9.1 If there are good grounds to believe that the opposite party will not fulfil its obligations strictly, the opposite party is obliged at the first request of Vitronics Soltec to give sufficient, and in the form required by Vitronics Soltec, security and if necessary to complement it for the fulfilment of all its obligations.

As long as the opposite party does not comply with that request, Vitronics Soltec is entitled to suspend the fulfilment of its obligations.

9.2 If the opposite party does not comply with a request as referred to in paragraph 1 within 14 days of a written summons to that effect, all obligations become due at instant notice.

10: Complaints, obligation to inspect, prescription and fulfilment

10.1 Complaints are to be made in writing and as soon as possible, though within 14 days of delivery at the latest of - in the event of defects that are not visible- within 14 days of the moment on which the defects could in reason have been ascertained.

10.2 The opposite party has the obligation to inspect the goods delivered upon delivery.

10.3 Claims and pleas, based on facts that might justify the allegation, that the goods delivered are not in accordance with the contract, become prescribed by the lapse of one year after delivery.

10.4 If the goods delivered are not in accordance with the contract, Vitronics Soltec is only obliged, at its option, to deliver the missing part, repair the good delivered or replace the good delivered.

10.5 Without prejudice to the provisions of the previous paragraphs of this article, Vitronics Soltec guarantees the soundness of design, construction and materials of the goods it manufactured until one year after delivery or 2000 (two thousand) hours of use, depending on the moment on which the first occurs. This guarantee does not apply to parts that are subject to wear and tear.

11: Numbers, Measurements, Weights and other particulars

11.1 Small deviations as to measurements, weights, numbers, colours, and such stated shall not be considered as shortcomings.

11.2 Usage of trade will determine whether it is a matter of small deviations.

12: Indemnification

12.1 Vitronics Soltec can only be held liable for damage that is due to intent or gross negligence, or that arose due to circumstances, that are at its risk.

12.2 Circumstances that are in any case not at the risk of Vitronics Soltec are: behaviour, apart from intent or gross negligence, of persons, used by Vitronics Soltec for the execution of the contract; unsuitability of goods, used by Vitronics Soltec for the execution of the contract; exercise by a third party towards the opposite part of one or several rights in respect of a shortcoming of the opposite party regarding the fulfilment of the contract concluded between the opposite party and that third party in respect of the goods supplied by Vitronics Soltec; strike, lock-out, illness, prohibitions as to import, export and/or transit, transportation problems, non-fulfilment of obligations by suppliers, breakdowns of the production, natural or nuclear disasters and war and/or the threat of war; fault of Vitronics Soltec, apart from intent or gross negligence.

12.3 Vitronics Soltec shall never be bound to indemnify anything other than material damage and/or personal injuries.

12.4 In so far as Vitronics Soltec is liable, the company is obliged to reimburse loss or damage up to the amount covered by the company's liability insurance at least - if no insurance payment is made - to a maximum of the invoice amount

12.5 Vitronics Soltec makes the condition that it may invoke all legal and contractual means of defence to oppose its own liability towards the opposing party, partly on behalf of its employees or non-employees, due to whose behaviour the company is supposed to be liable according to the law.

13: Dissolution/release

13.1 If the opposite party does not, not properly, or not in time meet any obligation that may result for it from the contract, as well as in the event of bankruptcy, official moratorium of payment or placing under guardianship of the opposite party or closing down or liquidation of its business, Vitronics Soltec is at its option entitled, without any obligation to compensate and without prejudice to any other rights it has, to deem the contract partly or wholly cancelled, or to suspend the (further) execution of the contract. In those cases Vitronics Soltec is furthermore entitled to immediate settlement of the claims it has.

13.2 If the proper fulfilment by Vitronics Soltec is, partly or wholly, either temporarily or permanently, not possible due to one or several circumstances that are not a Vitronics Soltec's risk, among which the circumstances listed in 12.2, Vitronics Soltec has the right to dissolve the contract.

13.3 If the opposite party, after Vitronics Soltec has given it one month's notice, does not give its cooperation to delivery, Vitronics Soltec shall be released from its obligations.

13.4 The contract will have been dissolved, if the opposite party addresses a written statement to that effect to Vitronics Soltec by registered letter, Vitronics Soltec has received this letter 60 (sixty) days before the delivery time agreed upon at the latest, the opposite party pays 10, 15 and 25% of the purchase amount, if the letter has been received by Vitronics Soltec not later than 105, 90 and 60 days respectively before the delivery time agreed upon, and the contract related to other goods than transportation systems. A contract for delivery of transportation systems can be dissolved by mutual agreement, if the opposite party is willing to pay at least the cost actually incurred and the loss of profit.

14: Applicable law/competent judge

14.1 The Dutch law applies to all legal relationships between Vitronics Soltec and the opposite party.

14.2 Disputes between Vitronics Soltec and the opposite party, belonging to the jurisdiction of the County Court, will to the exclusion of any other be tried by the court of the place of Vitronics Soltec's registered office, save if Vitronics Soltec as plaintiff chooses for the competent judge of the place of residence or abode of the opposite party.

15: Conversion

If, and in so far as, on the grounds of reasonableness and equity, or the unreasonably onerous character of any provisions in these Conditions of Sale, 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."

16: Dutch text prevails

The Dutch text of these general conditions of sale prevails over translations thereof.