

GENERAL PROVISIONS**Article 1. General**

1. These Terms and Conditions apply to every offer, quotation and agreement between Dual Inventive Holding B.V. and its affiliate group companies, hereinafter referred to as: "Dual Inventive", and a Client to which Dual Inventive has declared these Terms and Conditions applicable, insofar as there is no express written deviation from these terms and conditions agreed to by parties.
2. The present Terms and Conditions are also applicable to agreements with Dual Inventive in which third parties should be engaged by Dual Inventive.
3. These General Terms and Conditions have also been formulated for Dual Inventive's employees and its Management Board.
4. The application of any purchase conditions or other conditions of the Client is explicitly rejected.
5. If at any time one or more provisions of these General Terms and Conditions prove to be null and void in whole or in part or become nullified, the remaining provisions in these General Terms and Conditions shall remain fully applicable. Dual Inventive and the Client will then enter into negotiations to agree on new provisions to replace the null or nullified provisions, whereby the object and purport of the original provisions will be observed as much as possible.
6. If there is any uncertainty as to the interpretation of one or more provisions of these General Terms and Conditions, these provisions should be interpreted 'according to the spirit' of these provisions.
7. If a situation arises between parties that is not provided for in these General Terms and Conditions, such situation should be resolved according to the spirit of these General Terms and Conditions.
8. If Dual Inventive does not desire strict compliance with these Terms and Conditions, this does not mean that the broader provisions are not applicable, nor that Dual Inventive would in any way lose the right to demand strict compliance with the provisions of these Terms and Conditions in other situations.

Article 2. Quotations and offers

1. All quotations and offers by Dual Inventive are made without any commitment, unless a term for acceptance is set in the quotation.
2. Dual Inventive cannot be bound to honour its quotations or offers if it is reasonable for the Client to perceive that the quotations or offers, or a part thereof, contain obvious mistakes or clerical errors.
3. The prices stated in a quotation or offer are exclusive of VAT and other government duties, any costs incurred as part of the agreement, including travel and accommodation expenses, forwarding charges and administrative expenses, unless stated otherwise.

Article 3 Duration of the Contract; delivery periods, execution and changes to the Agreement

1. The Agreement between Dual Inventive and the Client is concluded for an indefinite period of time, unless otherwise provided by the nature of the Agreement or if Parties explicitly agree otherwise in writing.
2. If a term is agreed to or stated for the completion of certain activities or for the delivery of certain goods, this will never be a binding deadline. If a term is exceeded, the Client should give Dual Inventive written notice of default. In such a case Dual Inventive is to be given a reasonable term to still execute the agreement.
3. If Dual Inventive requires information from the Client for the execution of the agreement, the term of execution shall not commence until the Client has provided Dual Inventive with such details correctly and fully.
4. Delivery will be effected ex Dual Inventive's works. The Client is obliged to purchase the goods at the time these are placed at its disposal. If the Client refuses purchase or is negligent in providing information or instructions that are necessary for their delivery, Dual Inventive will be entitled to store the goods at the expense and risk of the Client.
5. Dual Inventive has the right to have certain activities carried out by third parties.
6. Dual Inventive is entitled to execute the agreement in phases and to send a separate invoice for the part that has been executed.
7. If the Client defaults in the proper fulfilment of that to which it is obliged towards Dual Inventive, the Client shall be liable for all damages, including costs, either directly or indirectly caused by Dual Inventive because of that.
8. If there is a price increase of more than 10% within three months following the conclusion of the agreement, other than as a result of a change of the agreement, the Client, appealing to Title 5 Section 3 of Book 6 of the Dutch Civil Code, will only be entitled to dissolve the agreement by means of a written statement, unless Dual Inventive is then still prepared to execute the agreement on the basis of the provisions originally agreed to, or if the price increase arises from an authority or from an obligation resting on Dual Inventive under the law or if it is stipulated that the delivery will be made more than three months after the purchase.

Article 4. Suspension, dissolution and early termination of the agreement

1. Dual Inventive is entitled to suspend the fulfilment of its obligations or to dissolve the agreement, if:
 - the Client does not fulfil or does not fully fulfil or is late in fulfilling the obligations under the agreement;
 - following the conclusion of the agreement Dual Inventive gains knowledge of circumstances that give Dual Inventive good reason to fear that the Client will not fulfil its obligations;
 - the Client was requested upon conclusion of the agreement to provide security for the fulfilment of its obligations under the agreement and this security is neither forthcoming nor adequate;
 - If the delay on the part of the Client is such that Dual Inventive can no longer be required to fulfil the agreement under the conditions originally agreed upon, Dual Inventive will be entitled to dissolve the agreement.
2. Dual Inventive is furthermore entitled to dissolve the agreement if circumstances occur that are of such a nature that fulfilment of the agreement is impossible, or if otherwise circumstances occur that are of such a nature that Dual Inventive cannot be required in all fairness to unmodified upholding of the agreement.
3. If the agreement is dissolved, any claims of Dual Inventive on the Client shall become immediately due and payable. If Dual Inventive suspends the fulfilment of the obligations, it reserves its claims under the law and the agreement.
4. If Dual Inventive proceeds to suspension or dissolution, it shall in no way whatsoever be obliged to compensate any damage and costs caused in any way as a result of that.
5. If the dissolution is attributable to the Client, Dual Inventive will be entitled to compensation for the damage, including any costs caused directly and indirectly as a result of that.
6. If the Client fails to fulfil its obligations arising under the agreement and this non-fulfilment justifies dissolution, Dual Inventive will be entitled to dissolve the agreement at once and with immediate effect without any obligation on its part to pay any compensation or damages, whereas the Client, by virtue of breach of contract, will be obliged to pay compensation or damages.
7. If the agreement is terminated prematurely by Dual Inventive, Dual Inventive will, in consultation with the Client, see to the transfer to third parties of any activities still to be performed, unless termination is attributable to the Client. If additional costs are involved for Dual Inventive in the transfer of the activities these will be charged to the Client. The Client is obliged to pay these costs within the term set for that purpose, unless Dual Inventive states otherwise.
8. In the event of winding-up, of (petition of) suspension of payment or bankruptcy, or attachment - in case and insofar as the attachment has not been annulled within three months - at the expense of the Client, of debt rescheduling or any other circumstance as a result of which the Client can no longer freely dispose of its assets, Dual Inventive will be free to terminate the agreement directly and with immediate effect or cancel the order or agreement, without any obligation on its part to pay any compensation or damages. The claims of Dual Inventive on the Client will in such event be forthwith due and payable.
9. If the Client cancels an order that has been placed, in whole or in part, the Client will be charged in full for the goods ordered or prepared, including any related supply costs, removal costs and delivery costs plus the working hours reserved for the execution of the agreement.

Article 5. Force majeure

1. Dual Inventive is not obliged to fulfil any obligation towards the Client if hindered thereto as a result of a circumstance that is not due to negligence, and for which Dual Inventive is accountable neither by law, by a juristic act or according to generally accepted practice.
2. In these General Terms and Conditions force majeure means, in addition to that which is included in respect thereto in law and case law, all external causes, foreseen or unforeseen, on which Dual Inventive cannot exert any influence, yet as a result of which Dual Inventive is not capable of fulfilling its obligations, including delays or attributable failures by producers of semifinished products or suppliers, transport and communication difficulties, computer systems breakdowns and strikes. Dual Inventive also has the right to invoke force majeure if the circumstance hindering fulfilment or further fulfilment of the agreement commences after Dual Inventive should have fulfilled its obligation.
3. Dual Inventive may suspend its obligations under the agreement during the period that the force majeure is not resolved. If this period exceeds two months, either party will be entitled to dissolve the agreement without obligation to compensate the other party for damages incurred.
4. Insofar as at the time of the commencement of the force majeure Dual Inventive has already partly fulfilled or will be able to fulfil its obligations under the agreement, and an independent value can be assigned to the part fulfilled or to be fulfilled, Dual Inventive will be entitled to send a separate invoice for the part already fulfilled or to

be fulfilled. The Client is obliged to pay this invoice as if it represents a separate agreement.

Article 6. Payment and collection charges

1. Payment is to be made within 14 days from date of invoice, in a manner to be designated by Dual InvenTive in the currency in which the invoice has been drawn up, unless stated otherwise by Dual InvenTive in writing. Dual InvenTive is entitled to invoice periodically.
2. If the Client fails to pay an invoice on time, the Client will be in default by operation of law. The Client will then owe an interest of 1% a month, unless the statutory interest rate is higher, in which case the statutory interest will hold. Interest on the amount due will be charged from the time the Client is in default until the time of payment of the full amount due.
3. Dual InvenTive has the right to have the payments made by the Client serve in the first place to cover the costs, subsequently to cover any outstanding interest and finally to cover the principal sum and the accrued interest.
4. Dual InvenTive may, without being in default as a result, refuse an offer of payment if the Client designates a different sequence for the allocation of the payment. Dual InvenTive may refuse full repayment of the principal sum if the outstanding and accrued interest and collection charges are not paid as well.
5. The Client is never entitled to set off the amount it owes Dual InvenTive.
6. Any objections to the amount invoiced shall not suspend the obligation to pay. Nor is any Client that is not entitled to appeal pursuant to Section 6.5.3 (Articles 231 through 247 of Book 6 of the Dutch Civil Code) entitled to suspend payment of an invoice for any other reason.
7. If the Client is in default or late in the fulfilment of its obligations, all reasonable costs incurred in order to obtain payment out of court shall be borne by the Client. Such extrajudicial costs will be calculated in line with customary Dutch collection practices, the calculation method currently used is based on *Rapport Voorwerk II* (Dutch report on extrajudicial costs). If, however, Dual InvenTive has incurred higher costs for collection that were reasonably necessary, the costs actually incurred will qualify for compensation. Any legal and foreclosure costs incurred will also be recovered from the Client. The Client will also owe interest on the collection charges due.

Article 7. Retention of title

1. All goods delivered by Dual InvenTive under the agreement remain the property of Dual InvenTive until the Client has properly fulfilled all obligations under the agreement(s) concluded with Dual InvenTive.
2. Goods delivered by Dual InvenTive that are subject to retention of title pursuant to paragraph 1 above, may neither be resold nor be used as an instrument of payment. The Client is not entitled to pledge the goods subject to retention of title nor to encumber them in any other way.
3. The Client is required to always do everything that may reasonably be expected of it to safeguard the property rights of Dual InvenTive.
4. If third parties secure attachment of the goods delivered under retention of title or intend to establish rights on or assert rights over them, the Client is obliged to notify Dual InvenTive of this immediately.
5. In the event that Dual InvenTive wishes to exercise its property rights referred to in this article, the Client will give Dual InvenTive and third parties to be designated by Dual InvenTive unconditional and non-revocable permission in advance to enter all such locations containing Dual InvenTive's property for the purpose of recovering said goods.

Article 8. Examination, complaints and limitation period

1. The goods to be delivered by Dual InvenTive comply with the usual requirements and standards that may reasonably be set for them at the time of delivery and for which they are intended during normal use. Normal use is that which is in keeping with the conditions given in the manual.
2. The Client is obliged to examine the goods delivered or to have such goods examined as soon as they are placed at its disposal or as soon as the relevant activities have been carried out. The Client will be given the opportunity to carry out the examination by executing the installation procedure with which the goods are delivered. The Client is obliged to assist in the procedure or to abide by the procedure.
3. The examination results of the installation procedure will be included in a written report, that, after having been signed by Dual InvenTive and the Client, will apply as binding evidence in respect of the condition and operation of the goods at the time of delivery.
4. If the Client does not assist in the installation procedure, the right to make a complaint will lapse, as well as all related rights, including the right to repair or to alternative compensation.
5. Notwithstanding the statutory limitation periods, the limitation period of all claims and defences towards Dual InvenTive and towards third parties involved by Dual InvenTive in the execution of an agreement is one year.

Article 9. Approval by competent authorities

1. The goods to be delivered by Dual InvenTive are safety products. The Products may only be used as safety products if they are approved and if they are admitted as safety products in the region concerned by the competent authorities.
2. Without prejudice to the liability provisions hereafter, Dual InvenTive shall never be liable for any damage as a result of the usage by the Client of the Products as safety products if the Products have not been approved and if the Products are not admitted as safety Products in the region concerned by the competent authorities, for example in case the Products are provided for testing purposes.

Article 10. Third-party services

1. To optimise the functionality of the goods that Dual InvenTive supplies to the Client, Dual InvenTive makes use of the services of third parties. In this context, Dual InvenTive makes use of mobile telecommunications services provided by telecommunications providers and other services.
2. Dual InvenTive and the Client recognise that mobile telecommunications services may be subject to limitations and faults and that a telecommunications connection may at times be down for some time.
3. The Client acknowledges that Dual InvenTive is not responsible nor liable for services provided by third parties or for their proper operation.

Article 11. Liability

1. Should Dual InvenTive be liable, such liability shall be limited to that which is set forth in this provision.
2. Dual InvenTive is not liable for damage, of any nature whatsoever, resulting from delivery periods being exceeded, or as a result of incorrect use of the goods, or damage caused owing to the fact that Dual InvenTive acted on the basis of incorrect and/or incomplete data provided by or on behalf of the Client.
3. If Dual InvenTive should be liable for any damage whatsoever, Dual InvenTive's liability shall be limited to a maximum of twice the invoice value of the order, or to that part of the order to which the liability relates.
4. Dual InvenTive's liability shall in any case always be limited to the amount paid out by its insurer where appropriate.
5. Dual InvenTive is only liable for direct loss.
6. Direct loss is only taken to mean the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to loss within the meaning of these Terms and Conditions, any reasonable costs incurred in order to bring Dual InvenTive's defective performance in line with the agreement, insofar as this can be attributed to Dual InvenTive and reasonable costs incurred to prevent or limit damage, insofar as the Client can demonstrate that such costs have resulted in limitation of the direct loss as referred to in these General Terms and Conditions.
7. Dual InvenTive shall never be liable for indirect loss, including consequential loss, lost profit, lost savings and loss due to business standstill.
8. Any shortcomings in any form in the provision of services by third parties, such as the providers of telecommunications services, cannot be attributed to Dual InvenTive and Dual InvenTive shall not be liable for any damage or loss caused by such shortcomings.
9. The limitations of liability included in this article shall not apply if the loss is due to intention or gross negligence on the part of Dual InvenTive or of its supervisory employees.

Article 12. Transfer of risk

1. The risk of loss, damage or reduction in value passes to the Client at the moment at which goods destined for the Client are under the latter's control.

Article 13. Indemnification

1. The Client will indemnify Dual InvenTive for any claims of third parties that sustain damage as a result of the execution of the agreement and the cause of which can be attributed to parties other than Dual InvenTive.
2. If Dual InvenTive should be prosecuted by third parties in relation to this, the Client will be obliged to assist Dual InvenTive both in and out of court and do everything that might be expected from the Client in such event. If the Client continues to fail to take adequate measures, Dual InvenTive shall be entitled, without notice of default, to proceed to take action itself. All costs and damages on the part of Dual InvenTive and third parties caused as a result of this shall be borne in their entirety by the Client.

Article 14. Intellectual Property

1. All works, audio-visual materials, models, documentation, drawings, hardware and software, databases and data files or any other resources produced by Dual InvenTive and made available to the Client shall remain the property of Dual InvenTive, unless parties agree otherwise. The Client will acquire a non-exclusive right of use for this purpose; this right of use cannot be transferred to third parties, nor can it be sub-licensed.
2. Title to all data that Dual InvenTive receives or obtains from or about the Client while performing the agreed services shall automatically transfer to Dual InvenTive. The

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Client shall be entitled to inspect this data. Dual Inventive shall keep this data secret and shall not make it available to third parties, unless it is obliged to do so pursuant to legislation or regulations.

3. All intellectual or industrial property rights that may or will arise in respect of goods manufactured by Dual Inventive or components thereof, are held by Dual Inventive only.
4. The Client shall indemnify Dual Inventive for any possible claim of third parties in respect of infringement of rights, including those of intellectual or industrial property rights, on documents made available by the Client on the basis of which Dual Inventive carries out or has carried out work.

Article 15. Applicable law and disputes

1. Dutch law applies exclusively to all legal relationships to which Dual Inventive is a party, even if an obligation is executed in whole or in part abroad or if the party involved in the legal relationship has its domicile abroad. The Vienna Sales Convention on the International Sale of Goods (CISG) does not apply.
2. Only the court in the place of domicile of Dual Inventive is competent to take cognisance of disputes, unless the law prescribes otherwise. Dual Inventive is nonetheless entitled to submit a dispute to the legally competent court.
3. Parties will only lodge an appeal to the courts after they have made every effort to settle a dispute by mutual agreement/in mutual consultation.

Article 16. Location and change of terms and conditions

1. These terms and conditions have been filed at the Chamber of Commerce of Midden Brabant in Tilburg.
2. The most recently filed version or the version applicable at the time of concluding the legal relationship with Dual Inventive shall apply.
3. The Dutch text of these General Terms and Conditions shall prevail for the interpretation thereof.

SPECIAL LEASE PROVISIONS

Article 17. General

1. If Dual InvenTive rents out goods to the Client the provisions stated in this chapter on "Lease" shall apply in addition to the General Provisions. The provisions stated in this chapter on "Lease" shall be inextricably linked to the General Provisions.
2. The products Dual InvenTive may rent out to the Client are those stipulated in the agreement and the corresponding user documentation, hereinafter referred to as the "Products".

Article 18. Acceptance protocol

1. Making available the Products in the presence of the Client shall take place on the basis of an acceptance protocol as used by Dual InvenTive where the Products are inspected and any defects found are stated. The Client shall sign the report, drawn up by Dual InvenTive, with this description of the condition of the Products to indicate the Client's approval before Dual InvenTive surrenders the Products to the Client for use by the Client. Unless otherwise agreed between the parties, any defects to the Products stated in the report shall be at the expense of Dual InvenTive. If any defects are found, Dual InvenTive and the Client shall agree the manner in which, and the time by when, such defects will be repaired. If the parties have agreed that repairs will be made by or on behalf of the Client, the repair work will have to be performed properly and to the satisfaction of Dual InvenTive.
2. If the Client, for whatever reason, fails to properly cooperate with the acceptance protocol as referred to in the previous paragraph, Dual InvenTive will reserve the right to not make the Products available.

Article 19. Lease term

1. The Lease Agreement has been entered into for the term agreed between the parties, or, in the absence of such agreed term, for a period of one year. The lease period starts on the day when the Products are made available to the Client. The term of the Lease Agreement is continually renewed automatically for the duration of the original lease term, until the Client or Dual InvenTive terminate the agreement in writing, duly observing three months' notice prior to the end of the period in question.
2. The agreement ends without any notice requirement on the part of Dual InvenTive or the Client upon the term of a Lease Agreement which has been entered into for a definite period lapsing.

Article 20. Product use

1. The customer shall always use the Products in accordance with the intended purpose as stated in the Lease Agreement and to the exclusion of third parties. The Client shall be under the obligation to use the Products only in, and for the purpose of, its own organisation or company. The Client shall not be allowed to sublet the Products to third parties or to enable third parties to use them unless with Dual InvenTive's permission in writing.
2. The Client shall not be allowed to use the Products or any part of them as security, in any way or any form, in respect of third parties or to dispose of them in any other way.
3. The Client shall keep and use the Products with all due care. When using the Products, the Client shall observe all applicable safety instructions. The Client shall take effective measures to prevent damage to the Products in good time. The Client shall immediately inform Dual InvenTive in writing of any damage to the Products. The Client shall be fully liable for any damage to the Products in respect of Dual InvenTive and any third parties affected by such damage.

Article 21. Changes to the condition of the Products

1. The Client shall not be allowed to change all or part of the Products or to add anything to them without the prior written consent of Dual InvenTive.

Article 22. Lease price

1. Unless otherwise agreed in writing, the lease price agreed between the parties shall be due and payable at the start of the rent period, or, in the event of periodic lease instalments, at the start of a lease instalment.
2. Unless otherwise agreed in writing the lease price shall not include a fee for the provision of software and/or disposables.
3. The Client shall pay the lease price due to Dual InvenTive in advance or no later than on the first day of the lease period or, in the event of periodic lease instalments, at the start of a lease instalment.

Article 23. Product maintenance

1. The Client shall not maintain the Products itself nor have them maintained by a third party.
2. The Client shall immediately inform Dual InvenTive of any defects found in the Products by the Client.
3. Dual InvenTive will use its best efforts to repair any defects to the Products that are at Dual InvenTive's expense within a reasonable period, in the framework of

4. corrective maintenance. Dual InvenTive shall also be entitled, but not obliged, to perform preventive maintenance on the Products. If requested, the Client will enable Dual InvenTive to perform corrective and/or preventive maintenance. The Client and Dual InvenTive will, in advance, agree on the dates and times when maintenance is going to take place and if necessary Dual InvenTive will make replacement products available during the maintenance period.
5. The obligation to repair defects as referred to in the previous paragraph does not include:
 - repairing defects which the Client accepted when entering into the Lease Agreement;
 - repairing defects due to external causes;
 - repairing defects that can be attributed to the Client, its staff and/or third parties engaged by the Client;
 - repairing defects that are due to careless, incorrect or unprofessional use of the Products or use other than as instructed in the product documentation;
 - repairing defects that are due to the Products having been used other than as instructed in the manual;
 - repairing defects that are due to the changes or additions made to the Products by or on behalf of the Client.
6. If Dual InvenTive repairs the defects referred to in the previous paragraph or has them repaired, Dual InvenTive will charge the Client for the costs incurred in accordance with Dual InvenTive's standard fees.
7. Dual InvenTive shall always have the right not to repair defects and to replace the Products by other, similar, but not necessarily identical Products.
8. Dual InvenTive shall never be held to repair or reconstruct any data that has been lost.

Article 24 . Final inspection and return

1. The Client shall return the Products to Dual InvenTive in their original condition at the end of the Lease Agreement. The costs of transport in connection with returning the goods shall be charged to the Client unless otherwise agreed.
2. If so requested by Dual InvenTive, the Client will fully cooperate in a joint final inspection of the state of the Products, before or ultimately on the last working day of the term of the Lease Agreement. The findings will be laid down by the parties in a joint final inspection report which has to be signed by the parties.
3. If the Client, for whatever reason, fails to properly cooperate on the final inspection as referred to in the previous paragraph, Dual InvenTive will have the right to perform this inspection in the Client's absence and to draw up such report itself. This report shall be binding on the Client.
4. Dual InvenTive shall have the right to solve, or have a third party solve, at the expense of the Client, the defects stated in the final inspection report as referred to in the previous two paragraphs and which are at the expense and risk of the Client. The Client shall also be fully liable for any damage or loss incurred by Dual InvenTive due to the fact that the Products temporarily cannot be used nor rented out.

Article 25. Liability

1. Without prejudice to the liability provisions in the General Provisions of these General Terms and Conditions, Dual InvenTive shall never be liable for any damage or loss as a result of defects in the Products that were not known to Dual InvenTive when the Lease Agreement was entered into, nor for any damage or loss which results from defects in the Products that occurred after the Lease Agreement was entered into. Dual InvenTive shall never be liable either for any damage or loss as a result of the careless use of the Products nor for any damage or loss due to the Products having been used in violation of the safety instructions.
2. The Client shall in all events be liable in respect of Dual InvenTive for any and all damage to the Products which has occurred - regardless of the conditions by which it was caused - during the lease term, i.e. also if such damage or loss cannot be attributed to the Client.
3. The Client shall always be liable in respect of Dual InvenTive in the event of theft, loss or embezzlement of the Products during the lease term. The damage or loss shall then be determined on the basis of the current market value.