

**GENERAL CONDITIONS OF SALE AND DELIVERY**  
**IMPCO Technologies B.V**  
**Distributieweg 9**  
**2645 EG Delfgauw**  
**The Netherlands**

**1. Applicability**

These conditions are applicable to all offers and agreements related to the sale and delivery of goods and services by IMPCO Technologies B.V. (hereinafter referred to as "Impco") with its customers (hereinafter referred to as "Customer"). Any deviations from these Conditions and the General Conditions of Sale of the Customer are valid only if they have been explicitly accepted, in writing, by Impco.

**2. Conclusion of Agreements**

All offers made by Impco are without obligations and are only an invitation to tender for the Customer. Agreements are deemed to have been concluded upon written acceptance by Impco, or as soon as Impco delivers any goods or services in response to an order placed by the Customer. Any modifications or additions to a concluded agreement are legally binding only if they have been confirmed, in writing, by Impco.

**3. Prices**

a. Unless agreed otherwise by both parties, prices include delivery ex warehouse Impco, and are exclusive of freight, packaging, insurance, sales tax, and any other levies imposed by government authorities. These additional amounts are payable by the Customer.

b. Impco reserves the right to include in its prices any cost-increasing factor which might become evident during the period between submitting the offer, or the conclusion of the agreement, and delivery, even if such increase is due to conditions which could be foreseen when the agreement was concluded.

**4. Delivery**

a. Delivery will be ex warehouse Impco, unless Impco and the Customer have specified a different delivery address in the agreement.

b. An administration and/or handling fee will be charged in case of minor or special transactions.

c. Times of delivery become effective immediately after the agreement with the Customer has been concluded and after all data required by Impco have been received from the Customer. The times of delivery specified by Impco are indicative and are not binding for Impco. Although Impco will make all reasonable efforts to comply with the specified times of delivery, the Customer shall not obtain any rights from delays in delivery, in particular the right to claim damages, cancellation of the agreement, or compliance with or suspension of any of his obligations. Impco will notify the Customer of the exact delivery date immediately after this date is known to Impco.

d. If the Customer fails to purchase the goods when the goods are ready for delivery, Impco shall have the right to charge the goods to the Customer at the agreed time of delivery. Starting one month from the invoice date, any storage costs will be payable by the Customer.

**5. Repairs**

a. After repair work has been completed, Impco will inform its Customer of the completion and will charge the repair costs to the Customer. The Customer will immediately pick up the repaired goods or give Impco instructions for delivery. Starting one month from the invoice date, any storage costs will be payable by the Customer.

b. If Impco receives any parts other than by virtue of the warranty, Impco will obtain the title to the replaced parts, unless Customer has notified Impco, in writing, within one month from the time that the repaired item has again become available to him, that he would like to have the title to the replaced parts.

**6. Title**

a. The title to delivered goods will not be transferred until full payment of all receivables, both claimable and not claimable, including any interest and costs, has been received by Impco, and until the Customer has met all his other obligations towards Impco.

b. As long as Impco has the title to delivered goods, the Customer shall not be authorized to alter the delivered goods other than in the framework of his normal business operations, to pledge, to pawn, to assign for security, or to otherwise pledge it to third parties for any right or claim.

c. The Customer shall at all times be unequivocal to third parties (such as attaching creditors) about the proprietary rights of Impco resulting from the previous subsections, as soon as there is a change that such third parties may consider these goods to be the property of the Customer and shall inform Impco immediately of any bankruptcy proceedings or suspension of payment, attachment of (part of) his assets, or of any other circumstances under which it might be crucial for Impco to use its aforementioned proprietary rights.

d. While Impco has the title to the delivered goods, the Customer shall handle the delivered goods with care, maintain the delivered goods, and insure the delivered goods against risks of damage, loss, theft, and destruction.

**7. Payment**

a. The Customer shall pay the agreed-upon purchase price, in cash, to Impco at the time of delivery, unless Impco agrees that payment can be made by transfer into a (postal giro) bank account, specified by Impco, within 30 days from the invoice date. In the event of payment by transfer into a (postal giro) bank account held by Impco, such payment will be deemed to have been made as soon as the amount has been credited to the account held by Impco. The Customer shall pay by means of a legal Dutch instrument of payment.

b. Impco may increase the invoice amount by a 2% credit restriction fee. This additional fee can be subtracted by the Customer if Impco receives payment within the agreed-upon term of payment. Regardless of payment of this or any additional fee or the intention to do so, the Customer shall adhere to the agreed-upon term of payment and the time on which the receivable can be claimed will remain effective.

c. All payments shall be made by the Customer without any prior right of appeal or compensation.

d. If the Customer fails to meet any obligation to pay, or fails to meet such obligation on time, Impco shall have the right to charge interest, at the statutory interest rate, without any reminder or notice of default, starting from the latest date of the term of payment according to 7b until the date on which full payment was received, and this will not affect any other rights of Impco; and the Customer shall be committed to pay all collection expenses incurred by Impco in and out of court, in addition to the purchase price and the interest due.

**8. Warranty**

a. The warranty is not valid:

1. For defects due to injudicious usage or negligence by the Customer or his personnel;

2. For defects attributable to normal wear and tear, improper handling, extraordinary loading, or usage of unsuitable plant or equipment;

3. If the Customer himself carries out repairs, or assigns third parties to carry out repairs, on the delivered goods.

b. Impco is liable with regard to the suitability of the delivered goods, not manufactured by Impco itself, only as far as it can hold the supplier of such goods liable for the suitability thereof.

c. Impco guarantees other goods and services to the Customer for a period of six months, starting from the delivery date.

d. If Impco replaces any parts during a repair under the warranty, the Customer shall not be entitled to have the replaced parts returned to him.

**9. Complaints**

Complaints, if any, should be made within 8 days from the delivery date.

Complaints shall neither release the Customer from his obligations to pay nor suspend his obligations to pay. Deviations within a reasonable

tolerance shall not constitute a right to complain. Impco will not accept any complaint about the goods it delivered, which meet the quality requirements, but which turn out to be unfit for the purpose for which the Customer intended to use the goods. If Impco finds that a complaint is well-founded, Impco will either repair the defect in the delivery or agree upon an adjusted price with the Customer, at Impco's discretion.

**10. Liability**

a. If permitted by law, Impco shall under no circumstances be liable towards the Customer for compensation of any direct or indirect damage to people or goods, whatever their cause, unless stipulated otherwise in these Conditions.

b. Impco shall under no circumstances be liable for any form of indirect damage, including consequential damage and consequential loss, even if Impco was notified of the possible occurrence of such indirect damage.

c. The liability of Impco shall under no circumstances be any higher than the amount of the delivery.

d. The Customer indemnifies Impco against any claims by third parties for compensation for damage resulting from, or related to, the execution of the agreement with the Customer.

e. Any claim by the Customer by virtue of, or in connection with, an agreement to which these Conditions are applicable, shall be submitted within six months from the occurrence of the damage resulting from such defects. The claim will be null and void if this period is not observed.

**11. Force Majeure**

a. In case of force majeure, the execution of this agreement will be suspended for the duration that the cause of force majeure prevents Impco from executing this agreement, in which event the Customer shall not have the right to claim damages and/or cancel the agreement.

b. In case of permanent force majeure, the Customer shall pay for the portion of any goods already delivered, which payment shall be in reasonable proportion to the price of complete delivery.

c. Force majeure includes, but is not limited to: war, danger of war and rebellion, obstructive measures taken by domestic and foreign governments, fire, sabotage, general strike, traffic obstructions, shortcomings by suppliers of Impco, and other unforeseeable circumstances due to which the execution of the agreement is temporarily or permanently impossible.

**12. Cancellation**

In the event the Customer fails to meet any of his obligations from this agreement with Impco, or fails to meet such obligations adequately or on time, as well as in the event of the Customer's death, guardianship, bankruptcy proceedings or suspension of payment, or in the event the Customer's business is closed down, liquidated, or transferred, he will be deemed to be legally in default, in which case Impco shall have the right to cancel the agreement, either partly or entirely, without any notice of default and without legal intervention, and Impco shall not be obliged to pay damages; this will not affect Impco's other rights from this agreement.

**13. Applicable Law and Jurisdiction**

a. All agreements concluded by Impco and all resulting conflicts will be governed by Dutch law. The applicability of the United Nations Treaty on international purchase agreements regarding movables, signed in Vienna on April 11, 1980, is herewith excluded.

b. The competent authority for the settlement of conflicts is the District Court in The Hague; this will not affect the right of Impco to submit conflicts to the judge of the place of residence of the Customer, and this will not affect the legal stipulations regarding the competence of the cantonal judge.

**14. General Provision**

The rights and obligations from agreements to which these Conditions are applicable cannot be transferred.

Thus agreed and signed in Rijswijk, February 1993, and filed with the Clerk of the District Court in The Hague on March 8, 1993.

Registered with the Chamber of Commerce in The Hague under No. 27047402