

GENERAL CONDITIONS OF SALE OF HE TUBING NETHERLANDS B.V. AND ALL BUSINESSES MAINTAINED BY HE TUBING NETHERLANDS B.V.

1. General

1.1. Only these general conditions are applicable to and form an integrated part of all offers from and all sale and purchase agreements relating to the delivery of products and/or services by HE Tubing Netherlands B.V. (the "**Agreement**") and all businesses maintained by HE Tubing Netherlands B.V., hereinafter referred to as "**HE Tubing**" (the "**General Conditions**").

1.2. The general conditions used by any purchaser, hereinafter referred to as "**Purchaser**", any other terms and conditions not prescribed by law and any other stipulations which deviate from the conditions of HE Tubing do not apply unless HE Tubing has expressly agreed to those conditions in writing.

1.3. If any provision or any part of a provision of these General Conditions is or becomes invalid in part or in full for any reason whatsoever, the other provisions of these General Conditions, or the remaining part of the provision concerned, shall remain binding.

1.4. All communications, notices and approvals required by these General Conditions shall be in writing and shall be sent either by prepaid registered mail or by electronic mail.

2. Offers and formation of the agreement

2.1. All offers of HE Tubing are entirely without obligation, are not binding in any manner and may be revoked by HE Tubing at all times, unless and until the offer is accepted in writing by the Purchaser. Agreements and also changes and termination thereof shall only be binding upon HE Tubing if they have been accepted by it in writing. The Purchaser shall be bound by its instructions, which shall apply as an irrevocable offer.

2.2. Details provided by HE Tubing are of a non-binding nature and are subject to change without prior notice until they form part of an Agreement. HE Tubing retains the ownership and copyright of all information that is appended by HE Tubing to offers, order confirmations and Agreements or given verbally. This information may not be provided to or shown to any third party without prior written permission from HE Tubing.

3. Measurements, weights, numbers and further details

A maximum deviation of 10% shall apply as slight for numbers and weights, while for measurements and coatings a reservation is made for the tolerance normal for that product, unless the Purchaser and HE Tubing agree otherwise in writing.

4. Prices

4.1. The prices offered by HE Tubing are not binding and may be changed at all times. The prices as applicable at the time that the Agreement becomes binding upon HE Tubing as a result of its written acceptance, shall be the prices applicable to the Agreement as concluded with the Purchaser. The prices shall include the use of standard returnable packaging, unless specified otherwise in the Agreement. Prices are based on the minimum order quantity as specified in the Agreement. The Purchaser shall pay all taxes applicable to the sale or delivery by HE Tubing.

If the Purchaser wishes a packaging that deviates from the standard returnable packaging and HE Tubing agrees to this deviation in packaging, the Purchaser shall pay to HE Tubing the additional costs for the deviation from the standard returnable packaging. The Purchaser shall be responsible for the deviations to the standard returnable packaging, the packaging materials used and the processes of the packaging.

4.2. In the event of a cost increase between the date of an offer, order confirmation or the conclusion of an Agreement and the fulfilment of HE Tubing of all of its obligation under the offer, order confirmation or Agreement, HE Tubing shall, regardless of the degree to which it could have foreseen the cost increase, be entitled to increase the price accordingly in such a manner that this completely or proportionally covers such cost increase. Cost increases shall include, among other things and not exclusively, cost increases which arise from: increases or changes of wages, costs, taxes, duties, retributions, transport costs, levies, prices of raw materials and energy, exchange rate changes, increases of the costs charged by suppliers or changes of the law.

If the Purchaser declares to HE Tubing in writing, within 14 days after HE Tubing has notified it of a price increase as described above, that it does not agree with the price increase, HE Tubing shall be entitled to terminate the Agreement, regardless whether it has fulfilled its obligations under the Agreement, without owing any compensation of damages to the Purchaser.

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4.3. If HE Tubing carries out extra work, it shall be entitled to invoice the Purchaser separately for this extra work, as soon as the amount to be invoiced is known. Extra work is considered to be all work that HE Tubing, after consulting the Purchaser, carries out during the fulfilment of its obligations under the Agreement that is more than the quantities as clearly stated in the Agreement, order confirmation or offer to be supplied and/or applied, or activities that are expressly determined to be extra in the offer, order confirmation or Agreement.

5. Packaging

5.1. HE Tubing shall pack the products for transportation in accordance with the packaging instruction. HE Tubing is not responsible for any damages due to shifting of the products in the standard returnable packaging after delivery of the products to the Purchaser.

5.2. HE Tubing retains full title of the standard returnable packaging at all times. If the standard returnable packaging is lost or damaged due to out of the ordinary use of the standard returnable packaging by the Purchaser, the Purchaser must pay to HE Tubing an amount equal to the price of new standard returnable packaging to replace the lost or damaged standard returnable packaging.

5.3. The Purchaser is responsible for the disassembly of the standard returnable packaging of HE Tubing and must pile up the disassembled standard returnable packaging as efficient as possible to reduce the return transportation costs of the standard returnable packaging as much as possible.

5.4. The standard returnable packaging must at all times (full or empty) be stored dry and handled with care to ensure that the standard returnable packaging can be reused.

6. Equipment

Extrusion dies, tools, printing plates or cylinders and other equipment manufactured or acquired by HE Tubing to fill an order shall remain HE Tubing's property and in its sole possession and control. Any die service or other equipment charges assessed by HE Tubing are for the use of such equipment and convey no ownership or intellectual property rights to the Purchaser. If HE Tubing has not made shipments to the Purchaser of products made with such equipment for a period of one year or if HE Tubing discontinues manufacturing products with such equipment, HE Tubing may dispose of such equipment after 30 days following written notice to the Purchaser. Until then, HE Tubing shall keep such equipment available to fill the Purchaser's orders.

7. Consignment stock

If HE Tubing and the Purchaser agree that HE Tubing shall contain a consignment stock for the Purchaser based on the forecasts of the Purchaser, HE Tubing shall be entitled to charge the consignment stock to the Purchaser if the Purchaser has not purchased the products after three months following delivery of the products by HE Tubing.

8. Delivery terms

8.1. The delivery terms and times stated by HE Tubing and agreed with HE Tubing shall always be estimates. Except in the event of intent or gross negligence, which must be satisfactorily shown or proved by the Purchaser, HE Tubing shall not be responsible for a delay in the delivery of products or any damage incurred by the Purchaser resulting from such delay. In the event of a delay of delivery of products by HE Tubing, the Purchaser shall not be entitled to compensation of damages, full or partial termination of the Agreement or to non-performance of any of its obligations under the Agreement as concluded between the Purchaser and HE Tubing.

8.2. In the event of a delay caused by a force majeure or by an action or failure to act - whether or not reprimandable - of the Purchaser or a third party, the delivery term shall be extended by the duration of the delay. HE Tubing will notify the Purchaser of any such extension or delay as soon as possible.

8.3. HE Tubing shall be entitled to comply with its obligations by making deliveries in parts.

8.4. The period after which delivery shall take place as agreed upon between the Purchaser and HE Tubing commences on the date of the order confirmation.

9. Delivery and risk

9.1. The products to be delivered by HE Tubing shall be delivered EXW, unless HE Tubing and the Purchaser agree otherwise in writing.

9.2. Following the delivery as referred to in clause 9.1., the products shall be for the account and risk of the Purchaser, regardless whether HE Tubing provides the transport (including storage, loading, carriage and unloading) of the products or not.

9.3. In the event that HE Tubing shall provide the transportation of the products as part of the Agreement, HE Tubing shall be entitled to determine the method of transport to meet its delivery obligation. If the Purchaser has

HE Tubing Netherlands B.V.

given HE Tubing unusual instructions for the delivery of the products, the carrying out of these instructions will be entirely at the risk of the Purchaser.

9.4. In the event of a force majeure, HE Tubing shall not be obliged to deliver the products as long as the force majeure lasts. In the event of a force majeure for one party, the other party has the right to terminate the Agreement by means of a written notice if the force majeure lasts more than two months. In that case the Purchaser is not entitled to any compensation; any claim ex 6:78 Dutch Civil Code is expressly excluded.

10. Refusal of receipt

The Purchaser is obliged to accept the delivery of the products or to pick them up, respectively. If the Purchaser does not comply with this obligation, HE Tubing shall be entitled to determine a new term of at least eight days during which the Purchaser can accept the delivery of the products or pick them up. If the Purchaser does not accept the delivery of the products or does not pick them up within this term, all consequences thereof shall be for the risk and expense of the Purchaser, including costs of storage. More particularly, HE Tubing shall be entitled to terminate the Agreement and/or demand compensation of damages.

11. Production

HE Tubing guarantees to produce all products and materials in accordance with the conditions as expressly agreed between the Purchaser and HE Tubing in the Agreement.

12. Returned consignments, claims and warranty

12.1. The Purchaser is obliged to inspect the products on receipt as soon as possible, but ultimately within five working days. If there are any visible faults or damages to the packaging and/or the particular products or services at the time of receipt, the Purchaser must notify HE Tubing in writing and specify the cause and the extent of the problem.

12.2. Returned consignments shall only be accepted following prior written permission from HE Tubing.

12.3. Claims relating to externally visible defects must be made in writing, supported by arguments and ultimately within 30 working days following delivery of the products, failing which all claims against HE Tubing in respect of those defects shall lapse.

In the event of claims relating to a shortage in the delivery by HE Tubing, any liability of HE Tubing shall never extend beyond an obligation to supplement the missing items.

12.4. Claims relating to not externally visible defects must be made in writing, ultimately within 30 working days following discovery – but ultimately before the end of the warranty period as specified in clause 12.6 -, failing which all claims against HE Tubing in respect of those defects shall lapse.

12.5. A claim relating to a particular delivery or provision of services shall never postpone the term of payment of the Purchaser regarding this delivery or service and other deliveries or services, nor shall it give the Purchaser the right to set-off any amounts.

12.6. As to its products at the time of shipment, HE Tubing warrants good title, freedom from defects in material and workmanship and conformance to its standard specifications and those stated on the offer. HE Tubing makes no other warranties, express or implied, written or oral, including, but not limited to, warranties of merchantability or fitness nor any particular purpose. The Purchaser shall hold the products for HE Tubing's inspection.

12.7. The warranty of HE Tubing shall only include the repair of the defects, the replacement of the defective products, or the full or partial termination of the Agreement and proportional crediting, all at the discretion of HE Tubing. HE Tubing shall be entitled to re-evaluate a choice that it has made in this respect.

13. Liability

13.1. Except in the event of intent or gross negligence, which must be satisfactorily shown or proved by the Purchaser, HE Tubing's liability is limited to meeting its obligations under the applicable warranty as set forth in clause 12.

HE Tubing shall not be liable for any other damages that have arisen in connection with or that have been caused by products that originate from HE Tubing, no matter how these damages have arisen and of what nature these damages are. In no event shall HE Tubing be liable for indirect or consequential damages, including but not limited to loss of profit or loss of revenue.

13.2. HE Tubing shall not be liable for any damages suffered by the Purchaser as a result of any advice given by HE Tubing. If, however, the advice is given on the basis of a specific Agreement and HE Tubing receives a payment for the services rendered by it, HE Tubing shall be liable for its advice, but only if and to the extent that the

HE Tubing Netherlands B.V.

Purchaser suffers damages which are a direct consequence of a possible shortcoming in the advice. HE Tubing shall not be liable if and to the extent that the harmful consequences of such a shortcoming could have been prevented by the Purchaser under the given circumstances. In no event shall HE Tubing be liable for indirect or consequential damages as a result of its advice, including but not limited to loss of profit or loss of revenue. Furthermore, HE Tubing shall only be liable if and to the extent that the shortcoming in its advice could have been avoided under the given circumstances and in that event up to a maximum amount of the payment that has been stipulated for the advice concerned.

13.3. The Purchaser indemnifies HE Tubing, its employees and any other personnel as hired by HE Tubing against any claim of a third party:

a. for product liability due to a defect in a product which has been supplied by the Purchaser to a third party and consisted wholly or partly in products and/or materials supplied by HE Tubing, while the actual defect of such product is not caused by the products supplied by the Purchaser;

b. relating to the use of drawings, calculations, samples, models, and so forth supplied by or on behalf of the Purchaser, including infringement of patents, trademarks and user rights, industrial designs and/or other rights of third parties; and

c. as a result of advice as given by HE Tubing to the Purchaser, including infringement of patents, trademarks and user rights, industrial designs and/or other rights of third parties.

13.4. Any compensation for liability payable by HE Tubing under clause 13.1 is limited to the amount of the purchase or contracting sum agreed upon between HE Tubing and the Purchaser for the part of the delivery concerned of the products that have been delivered.

14. Payment

14.1. Payment shall be made within thirty days after invoice date, unless HE Tubing and the Purchaser agree otherwise in writing.

14.2. The Purchaser shall not be entitled to any deductions or adjustments, to withhold amounts, to set-off, or to postpone any payments without the express written permission of HE Tubing.

14.3. In the event of any late payment by the Purchaser:

a. the Purchaser shall be in default without any notice of default being required;

b. HE Tubing shall be entitled to assess an interest charge on the gross invoice amount at the rate of the statutory commercial interest current in the Netherlands plus 4% with effect from the date on which the Purchaser is in default;

c. the Purchaser shall be liable for all extrajudicial and judicial costs actually incurred by HE Tubing for the recovery of the late payment; and

d. all claims HE Tubing has shall be immediately due and payable by HE Tubing, without any notice of default being required.

14.4. Payments by or on behalf of the Purchaser shall serve in sequence as payment of the extra judicial costs of recovery, the judicial costs which it owes, the interest owed by it and then, in sequence of their age, of the outstanding principal amounts, regardless of any statements to the contrary made by the Purchaser.

14.5. The Purchaser may only object to an invoice during the term of payment.

14.6. HE Tubing shall at all times be entitled to set-off amount payable to the Purchaser against any amount due and payable by the Purchaser.

14.7. The Purchaser shall be forbidden to transfer or pledge any right which it may have under the Agreement to a third party.

14.8. The Purchaser shall provide any form of (additional) (personal) security upon HE Tubing's first request. Non-compliance with a written request to that end shall give HE Tubing the right to immediately claim any amounts owed by the Purchaser, to terminate the Agreement or to postpone the performance of its obligations, without prejudice to any of its rights to compensation of damages suffered by it.

15. Force-majeure

Force-majeure shall be taken to mean all circumstances that are independent of the wishes of HE Tubing or the Purchaser – even if they could already have been foreseen at the time the Agreement was concluded – that will permanently or temporarily prevent or delay the performance under the Agreement, including war, threat of war, civil war, strikes, riots, exclusion of employees, transport difficulties, government regulations, fire, explosions, flood, shortage of materials, equipment or work materials, shortage of manpower and other occurrences and/or serious disruptions in the business of HE Tubing or one of its suppliers. All this applies regardless of whether the circumstances which cause the force-majeure occur in the Netherlands or another country from which HE Tubing

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or its suppliers wish to source the materials which are necessary for the delivery. HE Tubing and/or the Purchaser, whichever applicable, will resume performance of its obligations as promptly as possible after the cause for delay ends.

16. Postponement and termination

16.1. In the event of obstruction of performance due to a force-majeure, HE Tubing shall be entitled, without court intervention, either to postpone the fulfilment of its obligations under the Agreement for a maximum of 6 months, or to terminate the Agreement in whole or in part, without it being obliged to pay any compensation of damages suffered by the Purchaser. During the postponement HE Tubing shall be entitled, and at the end thereof obliged, to choose whether it wishes to perform the Agreement or to terminate it in whole or in part.

16.2. In the event of postponement or termination by virtue of clause 16.1, HE Tubing shall be entitled to demand immediate payment for the raw materials, materials, parts and other products which it has reserved, started to process and/or manufactured for its performance under the Agreement, this at the value which can reasonable be attributed thereto. In the event of termination by virtue of clause 16.1, the Purchaser shall be obliged, following payment of the amount, to take possession of the products as paid for by it, failing which HE Tubing shall be entitled to have these products stored for the account and risk of the Purchaser or to sell them for the account of the Purchaser.

16.3. HE Tubing shall be entitled to, without any notice of default and without court intervention, to postpone the fulfilment of its obligation under the Agreement for a maximum of six months, or to terminate the Agreement in whole or in part without it being obliged to pay any compensation of damages suffered by the Purchaser or to give any guarantee and without prejudice to any rights which accrue to it, in the following events:

a. if the Purchaser does not, does not properly or does not timely comply with any of its obligations under the Agreement or an agreement connected therewith;

b. if HE Tubing has valid reasons to believe that the Purchaser is not or will not be capable of complying with its obligations towards HE Tubing and a written request to perform from HE Tubing has not been complied with by the Purchaser within the term laid down therein;

c. bankruptcy, moratorium of payments, cessation, liquidation or full or partial transfer - whether or not as security - of the business of the Purchaser, including the transfer of an important part of its claims.

During the postponement, HE Tubing shall be entitled, and at the end thereof obliged, to choose to perform or to fully or partially dissolve the postponed Agreement.

16.4. In the event of postponement by virtue of clause 16.3 the agreed price shall be immediately payable by the Purchaser, after deduction of the instalments which have already been paid and of the costs saved by HE Tubing as a result of the postponement. Furthermore, HE Tubing shall be obliged to store the raw materials, materials, parts and other products which it has reserved, started to process and/or manufactured for the performance under the Agreement for the account and risk of the Purchaser.

In the event of termination by virtue of clause 16.3 the agreed price - if no prior postponement has taken place - shall be immediately payable by the Purchaser, after deduction of the instalments which have already been paid and of the costs saved by HE Tubing as a result of the termination. The Purchaser shall be obliged to pay the amount described above and to take possession of the products as described above, failing which HE Tubing shall be entitled to store these products for the account and risk of the Purchaser or to sell them for the account of the Purchaser.

17. Protection of rights

17.1. Unless agreed otherwise, HE Tubing retains all registered and unregistered industrial and intellectual property rights, including, but not limited to, all designs, moulds, models, tools, pictures, drawings, patents, trademarks, names, logos, inventions, database rights, copy rights (including software), design rights, domain names, and any other similar rights in any part of the world and any know how, already owned by HE Tubing or arising in connection with the Agreement, regardless whether production costs are charged to the Purchaser. The Purchaser shall ensure that these intellectual property rights shall never be entirely or partially copied, handed over to third parties or given to third parties for inspection, and shall not provide the contents thereof to third parties, unless HE Tubing has given written permission in advance.

17.2. If the Purchaser, or a third party on behalf of the Purchaser, provides specific instructions to HE Tubing - for example, designs or drawings -, the Purchaser shall guarantee that the carrying out of the instructions by HE Tubing shall not infringe any industrial or intellectual property rights, or rights which can be equated therewith, of third parties and release HE Tubing from all its responsibilities to third parties and repay all costs that arise as a result of HE Tubing becoming involved in legal procedures.

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18. Limitations

Claims and defences based on facts which might justify the argument that the product which has been delivered by HE Tubing or the performance which has been delivered by HE Tubing, respectively, does not comply with the Agreement, shall lapse as a result of the passage of one year after (final) delivery. In the event that a defect was not visible upon the (final) delivery, the term of one year shall commence at the moment the Purchaser becomes aware of the defect.

19. Applicable law and disputes

19.1. These General Conditions and the Agreement shall be governed by Dutch law. The legal provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) do not apply.

19.2. Any dispute arising from or in connection with the interpretation or execution of the offer, the order confirmation, the Agreement and/or these General Conditions shall be submitted to the competent court in Amsterdam, the Netherlands.