

ADDCOMP NORTH AMERICA, INC.

GENERAL TERMS AND CONDITIONS OF SALE

15 APRIL 2013

ARTICLE 1 - GENERAL

1.1 As used in these General Terms and Conditions, the following terms shall have the following meanings:

Addcomp: Addcomp North America, Inc.

Buyer: any (legal) person entering or wishing to enter into a contract with Addcomp as well as such person's representative(s), agent(s), proxies, successors (in interest) and legatee(s).

Product: any product produced or sold by Addcomp.

Quotation: any offer or proposal from Addcomp to supply Product.

These Conditions: the terms of the contract contained in this General Terms and Conditions document.

1.2 Buyer desires to purchase Product from Addcomp, and agrees in consideration thereof to be bound by These Conditions. These Conditions shall apply to all Quotations and all contracts concluded between Addcomp and any Buyer, unless expressly agreed in writing to the contrary.

1.3 Acknowledgement and acceptance of Buyer's order is made expressly conditional upon Buyer's assent to all of These Conditions contained herein and upon no other terms and conditions. Buyer's assent to These Conditions shall be conclusively presumed from the first to occur of: (i) Buyer's execution of a credit application respecting credit with Addcomp; or (ii) Buyer's execution of any other document containing these terms and conditions of sale; or (iii) Buyer's acceptance of delivery of any material ordered from Addcomp or (iv) any communication by Buyer acknowledging that Buyer's order is valid following communication of These Conditions to Buyer. **Addcomp hereby objects to any terms or conditions at variance with, different from or additional to These Conditions stated herein unless such terms and conditions are hereafter set forth in a writing signed by Addcomp. Anything herein to the contrary notwithstanding, no amendment to, or waiver, modification or deletion of, any of These Conditions herein shall be deemed effective unless any such amendment, waiver, modification or deletion, as the case may be, shall have been approved and accepted in writing by an officer of Addcomp.**

ARTICLE 2 - QUOTATIONS

2.1 All our Quotations remain valid only for the period of time indicated by Addcomp, unless revoked earlier. If such a period is not mentioned, our Quotations are non-binding and revocable.

2.2 All data/information supplied in our Quotations remains fully our (intellectual) property. Buyer shall treat all such information (including correspondence) confidentially and return it to Addcomp at our first request.

2.3 Our transmission of Quotations and/or (other) documentation shall not oblige Addcomp to accept orders or to deliver Product unless the Quotation is irrevocable and the Buyer confirms its acceptance.

ARTICLE 3 - CONTRACT.

3.1 Subject to the provisions hereinafter, a contract with Addcomp shall be concluded only by our acceptance/confirmation in writing.

3.2 Any additions or changes or (oral) arrangements and/or promises by our staff or by our sales-representatives, agents or any other intermediaries shall be binding only if confirmed in writing by Addcomp.

3.3 For all activities not covered by a Quotation or order confirmation due to their extent and nature, our invoice shall function as such confirmation and be deemed to represent the contract correctly and in full.

3.4 Regarding the provisions in Article 3.1, 3.2 and 3.3, our records are decisive except for written evidence to the contrary.

3.5 Our performance of any contract shall be subject to the condition that the Buyer - in our judgment - remain sufficiently solvent to comply with the financial consequences of the contract. We are entitled, either at the time the contract is concluded or at any later stage, to require and receive security from the Buyer for fulfillment of both financial and other duties, prior to (further) performance of our contractual obligations.

3.6 We are authorized to subcontract to a third party, if we deemed it necessary or desirable in connection with any production disruptions, for a proper execution of the contract. The cost of such sub-contracting will be charged to the Buyer.

ARTICLE 4 - PRICES

4.1 Unless stated otherwise, prices shall be:

- a. based on the purchase prices and other costs as of the date of our Quotation or of the order;
- b. based on delivery at our factory, warehouse or other storage area;
- c. exclusive of V.A.T., import-duties or other taxes, levies and duties;
- d. exclusive of the costs of transport and insurance;
- e. inclusive of the costs of packaging.

4.2 Buyer hereby agrees that Buyer's acceptance of Addcomp's prices shall further constitute express acceptance of These Conditions.

4.3 Separate administration costs and/or freight surcharges may be charged for orders of less than a certain minimum size.

4.4 In case of an increase in the prices of energy, raw materials or other materials necessary for the manufacture of the Product ordered by the Buyer occurring prior to the agreed date of delivery, Addcomp shall have the right to increase the price of the Product ordered accordingly, provided that Addcomp shall give fourteen (14) days prior written notice of each such increase and that the Buyer shall have the option to cancel the contract within seven (7) days of receipt of such notice.

ARTICLE 5 - DELIVERY AND TERM OF DELIVERY

5.1 Unless otherwise agreed in writing, Product shall be delivered at our factory/warehouse in Rochester Hills, Michigan. (Ex Works Incoterms 2010) The moment the Product is tendered at our premises, the risks of loss or damage will transfer to the Buyer.

5.2 BUYER SHALL PAY ALL DOMESTIC AND EXPORT FREIGHT COSTS AND OTHER COSTS OF SHIPMENT TO BUYER'S DESIGNATED LOCATION.

5.3 The Buyer is obliged to inspect the Product for shortage or damage within ten (10) days of delivery at our premises or upon Addcomp's notice that the Product is at the Buyer's disposal (delivery Ex Works), whichever is sooner. Any damage or shortage of the Product and/or packaging on delivery must be stated by the Buyer on the delivery receipt and/or delivery/transportation documents. In the absence of notice thereof, claims will be barred.

5.4 We reserve the right to deliver orders specifically made for the Buyer in more than one lot (partial deliveries) and to invoice for these individually.

5.5 We shall have the right to deliver, and to charge for, up to 10% more or less than the agreed quantity.

5.6 Delivery dates stated in Quotation shall be best estimates only and not legally binding. Consequently Addcomp cannot be held liable for any damages if Addcomp fails to make a delivery by the specified date. Where delivery of Product is delayed in excess of ten (10) days, the Buyer may serve Addcomp with notice of a reasonable new date of delivery. If we fail to deliver by the new date, the Buyer's sole remedy will be to cancel the contract in writing unless late delivery is due to circumstances beyond our control.

5.7 If the Buyer wrongfully cancels or refuses to accept the Product which it has ordered, the Buyer shall be liable to pay Addcomp liquidated damages in the amount of 25% of the net invoice value of the Product involved. If the Product has already been manufactured, however, Buyer shall be liable for 100% of the net invoice value.

5.8 The quantities stated in shipping documents, such as weight certificates, bills of lading, sea-way bills, liner-way bills, and freight receipts, shall be deemed correct unless affirmatively proven to be incorrect.

ARTICLE 6 - TRANSPORT/RISK

6.1 Unless the Buyer supplies Addcomp with specific instructions, we will decide the method of transport, mailing, packaging etc., as prudent merchants, and shall bear no liability for this.

6.2 The transport of Product will be effected at the risk and expense of the Buyer, as per the agreed delivery term Ex Works Rochester Hills, Michigan.

ARTICLE 7 - FORCE MAJEURE

7.1 Force Majeure is defined as: any unforeseen circumstances independent of the will of the parties, by which (timely) performance of an obligation can no longer be reasonably required from Addcomp by the Buyer, including without limitation: strike, excessive absenteeism of personnel due to illness, transport complications, fire, government regulations (including import and export restrictions, quota regulations, or any legislation adversely affecting Addcomp's ability to manufacture and deliver the Product) and disturbances of production either within our company or that of our suppliers.

7.2 If Force Majeure occurs, we are excused from performance of the contract for a corresponding period of time, or, at our option, may dissolve the contract definitely, without being liable for damages to the Buyer and without the requirement of giving prior notice to the Buyer. Addcomp will consult with the Buyer regarding alternative possibilities,

with the objective of trying to reduce any adverse effects of the Force Majeure for the Buyer.

7.3 Buyer remains liable for payment for all performance rendered by Addcomp prior to the occurrence of Force Majeure.

7.4 Addcomp shall also be entitled to invoke Force Majeure should it arise during the term allowed after we have been served a notice of default.

ARTICLE 8 - QUALITY AND RESPONSIBILITY

8.1 The following limited warranty of Article 8.2 is the only warranty given by Addcomp in connection with the Product. Addcomp makes no warranty or guarantee, express or implied, except as specifically set forth below. In consideration of Addcomp's prices in the Quotation, Buyer agrees to accept the limited warranty set forth in Article 8.2.

8.2 Addcomp warrants that the Product will be produced according to good manufacturing practices and standards, in accordance with the then prevailing laws of the place of production.

8.3 THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE IN ALL RESPECTS AND FOR ALL PURPOSES AND IS GIVEN IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES OF EVERY TYPE AND IN CONNECTION WITH THE SALE OF THE PRODUCT, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS MODIFIED IN WRITING BY AN AUTHORIZED OFFICER OF ADDCOMP.

8.4 With the delivery of each Product, a Certificate of Analysis will be provided. This Certificate will be either sent in advance, or at the time of delivery, per fax or per e-mail. The Certificate confirms that the Product has been manufactured in accordance with the prevailing specifications and quality standards.

8.5 The specifications of the Product may be adjusted if we consider this to be necessary, and, in the case of customer-specific specifications, following prior consultation with the Buyer.

8.6 The provision of a Certificate of Analysis with each delivery, does not discharge the Buyer from the obligation to test all Products pursuant to Article 8.8 at the time of the Article 5.3 inspection.

8.7 Technical advice and all other information given to the Buyer about the Product, including processing and applicability thereof, advice about quantity and anticipated performance, if applicable, as a result of using the Product, which is made available by way of data sheets, e-mail and/or other correspondence and/or our website, are for general reference only and may only be relied upon at Buyer's risk. Addcomp disclaims liability for the accuracy and completeness of such information, except to the extent expressly stated to be warranted in the contract.

8.8 The Buyer must sufficiently verify for itself if our Product is suitable for the intended purpose or proposed use of the Buyer. Should, for the purpose of such verification, a sample or a trial specimen be supplied by Addcomp, no claims whatsoever will be accepted with regard hereto. The Buyer accepts that the costs of verification and all other costs and possible damage as a result of the verification (trial) is at Buyer's own expense and risk.

8.9 Should Buyer place a repeat order for our Product, this is considered as an automatic confirmation by the Buyer to Addcomp, that the Buyer has verified that the Product is suitable for the intended use and application, and has given approval.

ARTICLE 9 - CLAIMS

9.1 Subject to the provisions elsewhere in These Conditions, all claims relating to the Product must be received by Addcomp in writing, within ten (10) days of delivery, accurately stating the cause and nature of the complaint. Upon the expiry of such period of time, claims shall be barred.

9.2 **BUYER'S SOLE AND EXCLUSIVE REMEDY AND ADDCOMP'S ABSOLUTE LIMIT OF LIABILITY IN CONNECTION WITH ANY CLAIM, CAUSE OR DISPUTE WHATSOEVER DIRECTLY OR INDIRECTLY RELATING TO OR ARISING OUT OF THE MANUFACTURE, SALE OR DELIVERY OF THE PRODUCT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY OF RECOVERY, SHALL IN ALL CASES BE STRICTLY LIMITED, AT ADDCOMP'S SOLE OPTION, TO EITHER (A) REIMBURSING BUYER FOR BUYER'S ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF THE PURCHASE PRICE OF THE PRODUCT; OR (B) REPLACING ANY ALLEGED NONCONFORMING PRODUCT AT THE ORIGINAL POINT OF DELIVERY. BUYER AGREES THAT AS A CONDITION PRECEDENT TO ADDCOMP'S OBLIGATION TO REIMBURSE THE PURCHASE PRICE OR REPLACE THE PRODUCT, BUYER MUST ASSIST ADDCOMP IN ALL RESPECTS IN ITS INVESTIGATION OF THE BASIS AND LEGITIMACY OF ANY SUCH CLAIMS.**

9.3 **THE FOREGOING NOTWITHSTANDING, ADDCOMP SHALL HAVE NO OBLIGATION TO REIMBURSE THE PURCHASE PRICE OR REPLACE THE PRODUCT IF:**

- a. Addcomp has not manufactured the product;
- b. The Buyer cannot establish that the fault which caused the damage existed at the time when Addcomp sold the Product and that this fault did not develop at a later stage;
- c. The Product was not manufactured by Addcomp for the purpose of sale or any other form of commercial distribution, and was not manufactured or distributed within the scope of our normal business activities;
- d. The defect results from the fact that the Product complies with compulsory government regulations;
- e. It would have been impossible, on the basis of the level of scientific and technical knowledge at the time when we sold the Product, to detect the existence of a defect;
- f. The defect is the result of injudicious use, and/or application or use of our Product not in accordance with, (1) the operating advice given by Addcomp or (2) the indicated application therefor, or (3) what is considered reasonable.
- g. The defect is attributable to the design of the product of the Buyer of which our Product forms a part, or is attributable to the instructions supplied by the Buyer or to the lack of instructions with regard thereto.

9.4 **BUYER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH HEREIN IN THESE CONDITIONS ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES EVEN IF SUCH REMEDIES FAIL IN THEIR ESSENTIAL PURPOSE FOR ANY REASON WHATSOEVER. IN NO EVENT SHALL ADDCOMP BE LIABLE TO BUYER OR ANY THIRD PARTY FOR FOR ANY LOSS, DAMAGE, COST OF REPAIRS OR SPECIAL, INCIDENTAL, LIQUIDATED, PENAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO, LOST PROFITS, DOWNTIME, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, OR DAMAGES FOR LOSS OF EFFICIENCY OR DELAY), AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED.**

9.5 The submission of a claim shall under no condition whatsoever relieve the Buyer of any financial obligations towards Addcomp. Buyer expressly waives any right of set-off against amounts owed for Products purchased by Buyer.

9.6 Deliveries may be returned only following our consent in writing, under the conditions specified therein.

9.7 Addcomp reserves the right to supply deviations in shades and in quality as long as they have no major influence on the usability of the Product.

ARTICLE 10 - INDEMNITY

10.1 **TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS ADDCOMP AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, ATTORNEYS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, WHICH ARISE IN WHOLE OR IN PART FROM OR OUT OF THE USE, SALE, RESALE, DELIVERY, LOADING AND/OR TRANSPORTATION OF THE PRODUCT (EACH A "CLAIM" AND ALL COLLECTIVELY "CLAIMS").**

ARTICLE 11 - RESERVATION OF OWNERSHIP

11.1 All Product delivered by Addcomp which are in the possession or control of the Buyer shall remain our property until full payment has been made of all accounts whatsoever payable by the Buyer to Addcomp. During the period the Product delivered by Addcomp remains our property, the Buyer shall hold the Product in trust for Addcomp. If the Buyer fails to pay the purchase price of the Product in accordance with the payment term stated in the invoice, Addcomp shall have the right to repossess the Product, without any prior notice being required.

11.2 If the Product is transported before it has been paid for in full, the Buyer agrees immediately upon Addcomp's request to complete, sign and file a UCC Financing Statement confirming a security interest in favor of Addcomp in the Product and any other product into which it is incorporated. To the extent a UCC Financing Statement is not applicable within the jurisdiction of the Buyer, Addcomp may request and receive from Buyer an equivalent confirmation of its security interest in the Product.

11.3 The Product can be used by the Buyer in the course of its regular business, but shall not be subjected to any lien nor in any way pledged or encumbered to a third party.

11.4 We will at all times be entitled to repossess the delivered Product from the Buyer or its holders, on the basis of the provisions of this Article, in the event the Buyer should not fulfill its obligations.

11.5 In the event the Buyer should resell Product not (yet) fully paid for, the Buyer hereby assigns to Addcomp the proceeds or rights to receivables from its buyer (second buyer) resulting from this resale. For this purpose, the Buyer shall sign an instrument confirming this assignment at Buyer's first request.

11.6 The Buyer will be committed to inform Addcomp at our first request of the relevant information so that we can claim the amount due directly from the second buyer. The amount paid to Addcomp by the second buyer will be deducted from the total amount the Buyer owes Addcomp. In case of resale, the Buyer will also be obliged to make the same reservation of ownership as stated in this provision and obtain the same security interest.

ARTICLE 12 - PAYMENT

12.1 Payment shall be effected in advance prior to delivery, or net cash on delivery, or if agreed in writing beforehand within 30 days of the date of invoice, by (electronic) transfer of the invoice amount to a bank account indicated by Addcomp. The value date on our bank statement shall be considered the day of payment. Payment by way of a bill of exchange or cheque will not be accepted.

12.2 Every payment of the Buyer shall first be applied to cover the interest due as well as our costs of recovery and/or administration under

Article 13. The remainder shall thereafter be applied against the principal amount of the oldest unpaid claim.

- 12.3 In the event that the Buyer:
- a. is subject to proceedings in bankruptcy or under insolvency laws (including suspension of payments) or for receivership, dissolution or liquidation;
 - b. suffers an assignment for the benefit of creditors or an attachment over its property;
 - c. should decrease or be put under guardianship;
 - d. should not comply with any obligation under law or under These Conditions; or
 - e. should be in default to pay the amount of an invoice or any part thereof within the stated term;

Addcomp shall be entitled either (1) to terminate the contract by written notice thereof, (2) to require (after notice of default) immediate payment of the entire sum owed by the Buyer for work we have performed and/or deliveries we have made and/or (3) to repossess Product which have been delivered but not (yet) paid for, without prejudice to our entitlement to costs, damages and interest.

12.4 From the moment that a payment term expires without the amounts due having been paid, we shall be entitled to dissolve the contract in whole or in part, unless the non-performance is insufficient grounds for dissolution and the consequences thereof on account of its special character or minor importance, notwithstanding our right to demand security of payment or suspend deliveries.

12.5 If our claim against the Buyer is insured with a credit insurance company (in the broadest sense of the word), we shall conform with the policy conditions in regard thereto. The policy conditions prevail over the (payment) terms made between the parties.

ARTICLE 13 - DESIGNS AND MODELS

13.1 The designs and/or product formulations, and the like, are and shall remain our (intellectual) property.

13.2 The composition of our Product is confidential, unless such composition forms part of the sale-specification. If the exact composition is not disclosed or cause our Products to be analyzed by way of the salespecification, the Buyer is not permitted to analyze our product (quantitatively or qualitatively) without our prior written permission to do so.

13.3 If the confidential composition of our Product should unexpectedly become known to the Buyer, the Buyer is obliged to treat such information as confidential proprietary information which should not, in any way whatsoever, be disclosed to a third party.

13.4 Samples of our Product shall not be given to third parties without our written permission, unless the third party is an authorized distributor or a contractual partner.

13.5 Our Product shall not be used in, or form or become part of, any patented application or patented invention without our prior written permission or by a license therefor granted by Addcomp.

ARTICLE 14 - INTEREST AND COSTS

14.1 Whenever payment is not effected within the term specified in Article 11, the Buyer shall legally be in default, and, from the due date, will owe 1.5% interest per (part of a) month over the outstanding amount.

14.2 Buyer agrees to pay all costs of collection, both in and out of court, including reasonable attorneys' fees. Costs of collection shall amount to no less than 20% of the monies owed by the Buyer, including the aforementioned interest.

ARTICLE 15 - APPLICABILITY OF LAW

15.1 Addcomp's Quotations, These Conditions, and any contracts resulting therefrom shall be governed and construed in accordance with the substantive laws of the State of California, regardless of any choice of law or conflicts of law of any jurisdiction.

ARTICLE 16 - DISPUTES

16.1 Any claim or controversy arising out of or relating to a contract or further contracts resulting herefrom, shall be finally resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including its International Arbitration Rules, where applicable. The number of arbitrators shall be one. The place of arbitration shall be Oakland County, Michigan, USA. The language of the arbitration shall be English.

16.2 The parties acknowledge that, to the extent applicable, any award rendered by the arbitrator may be entered in any court having jurisdiction, in accordance with the 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

ARTICLE 17 - SEVERABILITY

17.1 If any term, covenant, condition, provision or any part thereof of These Conditions is for any reason held to invalid, unenforceable or contrary to any public policy, law statute or ordinance, then the remainder of These Conditions shall not be affected thereby and shall remain valid and fully enforceable to the fullest extent permitted by law.