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Purchase Conditions of Westfalen Gassen Nederland BV, hereinafter referred to as "WGN"

Article 1: Scope

1. These Purchase Conditions apply to all orders placed by WGN, unless agreed otherwise in writing.
2. Any conditions used by the Other Party shall only apply if this has been laid down in writing and acknowledged by WGN.

Article 2: Orders

1. Orders shall only be placed in writing.
2. Orders that are placed verbally shall be confirmed in writing by WGN.

Article 3: Order confirmation

1. An agreement to supply goods and/or services shall become effective upon receipt of the Other Party's written confirmation of the order by WGN.
2. Each order must be confirmed to WGN immediately, at the latest within a period of 10 days calculated from the order date and stating an order number.
3. Any changes to the product to be supplied require prior written permission of WGN.
4. Confirmations not received on time by WGN entitle WGN to cancel the order.
5. WGN reserves the property rights, including the intellectual property rights, of pictures, drawings, calculations and other documents. The documents stated may not be made available to third parties without express written permission.

Article 4: Delivery period

1. The agreed delivery periods must be strictly adhered to by the seller, unless agreed otherwise.
2. If the delivery periods are exceeded, the Other Party shall default without any notice of default being required. WGN is then entitled to terminate the agreement immediately and demand compensation due to noncompliance.

Article 5: Delivery and risk transfer

1. Upon delivery of the ordered goods, the Other Party must comply with the generally accepted rules regarding technology, safety regulations and the agreed technical details.
2. WGN indicates the delivery location in the order.
3. Unless agreed otherwise, the risk shall not pass to WGN until the goods to be supplied are transferred at the receipt location.
4. WGN is entitled to test the supplied products upon delivery at the agreed location before accepting them. If they are rejected, WGN shall notify the Other Party of this and WGN shall be free to demand replacement or repair, or to proceed with terminating or cancelling the agreement. All of this is without prejudice to WGN's right to compensation. All costs incurred with regard to testing and retesting are to be borne by the Other Party, except for the costs for the testing staff appointed by WGN.

Article 6: Non-attributable failure (force majeure)

1. A failure cannot be attributed to WGN if the failure is neither its fault, nor if it is not accountable by law, legal act or according to generally accepted standards.
2. WGN is then entitled to refuse delivery for as long as the situation lasts or to terminate the agreement immediately in writing.
3. In the event of such termination, there shall be no right to compensation. Any performance delivered up to the moment of termination shall be settled pro rata between the parties.

Article 7: Prices

1. The prices are net amounts, including transport and insurance costs, but excluding VAT, unless agreed otherwise in writing.

Article 8: Quality and documentation

1. Should WGN require a sample prior to delivery, the Other Party may not start production of the order before receiving written approval of the sample by WGN.
2. WGN shall agree in advance and in writing on the method and scale of the test procedure referred to in paragraph 1, as well as the test equipment and methods.
3. Should the previous provision give rise to a lack of clarity, WGN shall be willing, upon request by the Other Party, to discuss the test with the Other Party within the boundaries of its own experiences and possibilities, to establish the status of the test method in question.
4. If the Other Party receives drawings, samples or other instructions from WGN, it undertakes to comply with these in terms of the type, properties and design of the product to be supplied.
5. If government bodies require information about the production process or access to product documentation from WGN as part of an investigation into compliance with certain requirements, the Other Party declares that it is willing to provide them with useful and full support.

Article 9: Standards

1. Where applicable, any materials supplied by the supplier must unconditionally comply with the latest standards and regulations. This applies in particular to pressure equipment, which is subject to the European Directive for Pressure Equipment, 97/23/EC.

Article 10: Termination

1. Without prejudice to WGN's other rights, WGN is entitled to terminate the agreement in full or in part by means of a written statement without a notice of default being required if:
 - a) the Other Party defaults with regard to the performance of one or more obligations in the agreement;
 - b) the Other Party is declared insolvent, has applied for a moratorium on payments, has suspended or liquidated its business, a significant part of its assets are seized or if it transfers its business to third parties;
 - c) the products are rejected after testing or retesting.
2. In the event of termination, the risk of any goods already supplied shall remain with the Other Party. The goods shall then be available to the Other Party and must be collected by it. The Other Party shall immediately reimburse any payments received from WGN with regard to the terminated agreement.

Article 11: Guarantee

1. The Other Party guarantees that the products to be supplied:
 - a) are of good quality and without defects upon delivery and, in the event that work is being performed, that this is done by skilled personnel using materials suitable for that purpose;
 - b) fully comply with the provisions of the agreement, the specifications provided and any reasonable expectations of WGN regarding their properties, quality and reliability;
 - c) are suitable for the purpose for which the products are intended based on the nature of the matter or the order;
 - d) comply with the statutory requirements in the Nether-

- lands and any other applicable national and international government regulations, including the European Directives (EC);
- e) comply with the common standards of the trade or industry sector in question.
2. Unless otherwise agreed in writing, the guarantee period shall be 12 months, calculated from the moment when the product to be supplied is received by WGN.
3. During the guarantee period, all repair costs shall be borne by the Other Party.

Article 12: Product liability and indemnity

1. The Other Party is liable for all loss suffered by WGN as a result of any failure attributable to the Other Party to perform the agreement, to perform it in time or to perform it properly, or any breach of any other contractual or non-contractual obligation.
2. The Other Party shall indemnify WGN against any third-party claim with regard to this and shall insure itself and keep itself insured with regard to its liability towards WGN pursuant to the law and/or the agreement.
3. The Other Party assigns all entitlements to payment of insurance sums to WGN in advance herewith, in so far as these relate to damages for which the Other Party is liable towards WGN.

Article 13: Intellectual property rights

1. The Other Party guarantees that the product to be supplied does not violate the intellectual property rights of any third party.
2. The Other Party indemnifies WGN against any third-party claims due to (alleged) violations in this regard and shall reimburse any loss suffered by WGN as a result of this.

Article 14: Invoicing and payment

1. The invoices must be submitted in duplicate to the WGN main office in Deventer, stating the details of the order (see Article 3.1).
2. Unless agreed otherwise, payments are made after the invoice has been received, provided that delivery has already taken place, within 14 days with a 2% discount or after 30 days at the net amount. Within the statutory limits, WGN is entitled to setoff or suspension.

Article 15: Transfer clause

1. The Other Party may not transfer its contractual entitlements in full or in part without permission from WGN.

Article 16: Application of Dutch law

1. All disputes between the Other Party and WGN are governed by Dutch law.

Article 17: Competent court

1. Any disputes arising from or relating to agreements to which these Purchase Conditions apply shall be submitted to the competent court in Almelo.