

General terms and conditions of Mabo Engineering & Automation NV (public limited company)

GENERAL PROVISIONS

1. Offer and agreement

1.1 These general terms and conditions apply to all offers and agreements whereby Mabo Engineering & Automation NV delivers goods and/or renders services of whatever nature, even when those goods or services are not described (in detail) in the present terms and conditions. Deviations from these general conditions are valid only when they have been explicitly agreed in writing.

1.2 All offers are free of engagement unless explicitly stated otherwise in the offer.

1.3 It is explicitly stated that any terms of purchase or other terms and conditions of the Client will not apply.

1.4 Orders accepted by Mabo Engineering & Automation NV are final and cannot be cancelled by the client, except with the consent of Mabo Engineering & Automation NV.

1.5 In the event that any provision of these general terms and conditions is null and void or is nullified, the remaining provisions of these general terms and conditions will remain wholly in force, and Mabo Engineering & Automation NV will consult with the client to agree upon new provisions in substitution of the null and void or the nullified provisions, taking into account as much as possible the purpose and scope of the null and void or the nullified provision. In any case, the new provision will correspond as much as possible with the purpose and scope of the null and void provision.

2. Price and payment

2.1 All prices are excluding (VAT) and any other government levies.

2.2 In case of an agreement whereby the client has to make periodical payments, Mabo Engineering & Automation NV will have the right to modify the current prices and tariffs by sending a written notification at least three months in advance.

2.3 In any case, by sending a written notification to the client Mabo Engineering & Automation NV has the right to modify the agreed prices and tariffs for services which, according to the relevant planning or the agreement, will be rendered at a point in time at least three months after the date of the afore-mentioned notification.

2.4 If the client does not agree with the modified prices and tariffs notified by Mabo Engineering & Automation NV as referred to in articles 2.2 or 2.3, then the client has the right either to terminate the agreement in writing within five days following the notification indicated in these articles, by the date mentioned in the notification sent by Mabo Engineering & Automation NV on which the new prices or tariffs will take effect, or to cancel the agreement.

2.5 All invoices will be paid by the client with due observance of the payment conditions indicated in the invoice.

In the absence of any specific conditions, the client will pay the invoice within ten days after the date of invoice.

2.6 If the client fails to pay the amounts due within the agreed term, he shall be liable to pay – without prior notice of default - an overdue interest of 12% on the outstanding amount as well as a compensation of 10% with a minimum of € 500.00. In the event of judicial recovery, all costs incurred shall be borne by the client.

3. Confidential information and non-solicitation clause

3.1 Each of the parties agrees that all confidential information received from the other party before and after the conclusion of the agreement will be kept confidential. Information will in any case be considered as confidential when indicated as such by either party.

3.2 During the term of the agreement and up to one year after the termination thereof, either party shall only be allowed to hire personnel from the other party having been involved in the execution of the agreement or to make use of this personnel's services in any other way, either directly or indirectly, after prior business consultation with the other party.

4. Retention of title and rights

4.1 All goods delivered to the client remain the property of Mabo Engineering & Automation NV until the latter has received full payment of all amounts to be paid by the client for the goods delivered or to be delivered or for the works carried out or to be carried out under the agreement, as well as of the amounts referred to in article 2.6, including interests and collection costs.

4.2 Rights are always granted or – as the occasion may arise – transferred to the client on condition that the agreed amounts have been paid by the client in full and in time.

5. Risk

The risk of loss or damage to the goods being the subject of the agreement automatically passes to the client at the time of delivery of the material, irrespective of whether or not the client has already obtained the actual right of disposal of the good.

6. Intellectual or industrial property rights

6.1 All intellectual or industrial property rights on all programs, equipment or other materials such as analyses, designs, documentation, reports, quotations, as well as the preparatory material, developed or made available under the agreement, are exclusively vested in Mabo Engineering & Automation NV or their licensors. The client only obtains the right of use and the powers explicitly granted by virtue of the present terms and conditions or otherwise, and apart from this he may not reproduce the programs or other materials or make copies thereof.

6.2 The client is aware that the programs, equipment and other materials made available to him contain confidential information and business secrets of Mabo Engineering & Automation NV or their licensors. Without prejudice to the provisions of article 3, the client undertakes to keep these programs, equipment and materials secret, not to divulge them to third parties or allow third parties to use them, and to use them only for the purpose for which they were made available to him. The term 'third parties' is also understood to mean all persons working in the client's organization that do not necessarily need to use the programs, equipment and/or other materials.

6.3 The client is prohibited from removing or modifying any indication pertaining to copyrights, brands, trade names, or other intellectual or industrial property rights from the programs, equipment or materials, including indications pertaining to the confidential nature and secrecy of the programs.

6.4 Mabo Engineering & Automation NV is authorized to take technical measures in order to protect the programs. If the programs have been protected through technical measures by Mabo Engineering & Automation NV, the client is prohibited from removing or avoiding this protection. If, as a result of these protective measures, the client is unable to make a spare copy of the programs, Mabo Engineering & Automation NV will put a spare copy of the programs at the disposal of the client at the latter's request.

6.5 Except in the event that Mabo Engineering & Automation NV puts a spare copy of the programs at the disposal of the client, the client has the right to keep and to make one spare copy of the programs. In these general terms and conditions the term 'spare copy' is understood to mean: a tangible object on which the programs are stored, for the sole purpose of replacing the original copy of the programs in case of involuntary loss or damage. The spare copy must be an identical copy and must always bear the same labels and indications as the original copy.

6.6 If programs are developed by the client or by a third party on behalf of the client, or if the client has the intention to develop programs and needs information with regard to the interoperability of the programs to be developed and the programs put at his disposal by Mabo Engineering & Automation NV to achieve such interoperability, the client will ask Mabo Engineering & Automation NV for the necessary information by submitting a detailed written request. Subsequently Mabo Engineering & Automation NV will inform the client within a reasonable term whether the requested information will be given to him and under what terms this will be done, including the financial terms and the terms pertaining to the involvement of third parties. In the present general terms and conditions the term 'interoperability' is understood to mean: the ability of programs to exchange information with other components of a computer system and/or programs and to communicate by means of this information.

6.7 Subject to the other provisions of the present terms and conditions, the client is authorized to correct errors in the programs put at his disposal if this is necessary for the intended use resulting from the nature of the programs.

Where these general terms and conditions refer to rights or obligations with regard to errors, the term 'errors' is understood to mean any failure to comply with the functional specifications notified in writing by Mabo Engineering & Automation NV and, in case of the development of custom-made programs, with the functional specifications explicitly agreed upon. Only errors that can be demonstrated and reproduced will be considered as errors. The client is liable to inform Mabo Engineering & Automation NV without delay of any errors.

6.8 Mabo Engineering & Automation NV will indemnify the client against any claim based on the allegation that programs, equipment or materials developed by Mabo Engineering & Automation NV themselves prejudice an enforceable intellectual or industrial property right provided that the client informs Mabo Engineering & Automation NV without delay and in writing of the existence and the content of the claim and that the client lets Mabo Engineering & Automation NV deal with the case and, if necessary, effect an arrangement.

To that effect the client will grant to Mabo Engineering & Automation NV the requisite powers of attorney, provide the necessary information and render his assistance to enable Mabo Engineering & Automation NV to defend themselves against such claims, if necessary on behalf of the client.

This obligation of indemnity ceases to exist if and insofar as the infringement in question relates to modifications made to the programs, equipment or materials by the client or by third parties at the client's request.

If it has been established in law as an indisputable fact that the programs, equipment or materials developed by Mabo Engineering & Automation NV themselves prejudice any intellectual or industrial property right belonging to a third party, or if in the opinion of Mabo Engineering & Automation NV there is a fair chance that such an infringement may occur, then Mabo Engineering & Automation NV will take back the goods delivered and issue a credit note for the acquisition costs after deduction of a reasonable compensation for use, or they will see to it that the client can continue using without problems the goods delivered or any other programs, equipment or materials with a similar functionality.

Any other or further liability or obligation of indemnity on the part of Mabo Engineering & Automation NV on account of violation of intellectual or industrial property rights of third parties is excluded, including the liability and obligations of indemnity on the part of Mabo Engineering & Automation NV for violations caused by the use of the equipment, programs and/or materials delivered in a form not modified by Mabo Engineering & Automation NV, in connection with goods or programs not delivered or provided by Mabo Engineering & Automation NV or in any way other than the one for which the equipment, programs and/or materials were developed or intended.

6.9 The client guarantees that no third-party rights are opposed to making available to Mabo Engineering & Automation NV any equipment, programs or materials for the purpose of use or adaptation, and the client will indemnify Mabo Engineering & Automation NV against any action based on the allegation that any third party rights are violated by such equipment, programs or materials being made available, used or adapted.

7. Assistance from the client

7.1 The client must always provide Mabo Engineering & Automation NV in due time with all data or information that are useful and necessary for the proper execution of the agreement and render his full assistance.

7.2 The client is responsible for the use and application within his organization of the equipment, programs and services to be rendered by Mabo Engineering & Automation NV as well as for the control and security procedures and an appropriate system management.

7.3 If it has been agreed that programs, materials or data on information carriers will be made available by the client, they must comply with the specifications required for carrying out the works.

7.4 If the data necessary for the execution of the agreement are not made available to Mabo Engineering & Automation NV, or if they are not made available in due time or as agreed, or if the

client fails to meet his obligations in any other way, then Mabo Engineering & Automation NV will have the right to suspend the execution of the agreement and to charge any resulting costs in accordance with their current rates.

7.5 If staff members of Mabo Engineering & Automation NV carry out works at the client's premises, the client is supposed to provide them free of charge with all reasonable facilities such as – if applicable – a workspace with telecommunication facilities. The client will indemnify Mabo Engineering & Automation NV against claims from third parties, including suppliers' staff members who, as a result of the execution of the agreement, suffer damage caused by the client's actions or negligence or by unsafe situations within the latter's organization.

8. Delivery periods

All (delivery) periods indicated by Mabo Engineering & Automation NV have been determined on the basis of information known to Mabo Engineering & Automation NV at the time of conclusion of the agreement and they will be respected as much as possible; Mabo Engineering & Automation NV will not be in default in case an indicated (delivery) period is exceeded. Mabo Engineering & Automation NV is not bound by (delivery) periods that cannot be respected due to circumstances beyond their control occurring after the conclusion of the agreement. Mabo Engineering & Automation NV cannot be held responsible for not respecting the delivery periods as these are merely given by way of indication.

9. Termination

9.1 Either party has the right to dissolve the agreement only if the other party, after having received a proper, detailed and written notice of default with indication of a reasonable term to remedy the failure, imputably fails in the performance of essential obligations resulting from the agreement.

9.2 If an agreement of which the nature and content does not terminate by accomplishment was concluded for an indefinite period of time, it may be terminated in writing by either party after proper business consultation and stating the reasons. If no explicit notice period was agreed between the parties, a reasonable notice period must be observed. The parties will never be liable to pay any compensation on account of termination of the agreement.

9.3 Mabo Engineering & Automation NV can terminate the agreement wholly or partially without prior notice of default and without judicial intervention by sending a written notification with immediate effect if the client – whether or not as a preliminary measure – has been granted suspension of payment by a court, is in a judicial reorganization procedure, if bankruptcy proceedings have been instituted against the client or if the client's company is liquidated or dissolved for reasons other than reconstruction or merger of companies. Mabo Engineering & Automation NV will never be liable to pay any compensation on account of such termination.

9.4 If at the time of dissolution as referred to in article 9.1 certain services have already been rendered to the client in execution of the agreement, these services and the relevant payment obligation will not be undone unless Mabo Engineering & Automation NV is in default in relation to those services. Amounts invoiced by Mabo Engineering & Automation NV prior to the dissolution for services already rendered or goods already delivered in execution of the agreement remain fully due and payable with due observance of the provisions set out in the previous sentence. Those amounts become immediately payable at the time of the dissolution.

10. Liability of Mabo Engineering & Automation NV; indemnification and warranty

10.1 Mabo Engineering & Automation NV accepts legal obligations to pay compensation to the extent that such obligations result from article 10.

10.2 Mabo Engineering & Automation NV warrants the new materials to be free from any defect in materials for a period of maximum 6 months or maximum 1000 working hours counting from the time of delivery, and to the exclusion of parts subject to wear and tear. This warranty automatically comes to an end when the first of these limits has been reached and applies only when the maintenance is done by Mabo Engineering & Automation NV. On penalty of cancellation, the client invoking the warranty must inform Mabo Engineering & Automation NV thereof without delay and in writing and he must return the parts considered defective for inspection at his expense. Mabo Engineering & Automation NV will be released of warranty obligations if the material was repaired by

third parties or if the parts were replaced with other, non-original parts. Are also excluded from the warranty: breakages, damages, accidents, etc. resulting from excessive or abnormal use, lack of care, improper maintenance, forgetfulness or inexperience of the persons making use of the material. By explicit agreement, the liability of Mabo Engineering & Automation NV will be strictly limited to the repair or the free exchange, at the workshops of Mabo Engineering & Automation NV, of the parts recognized as being defective, to the exclusion of any other compensation for whatever reason. The replaced parts remain the property of Mabo Engineering & Automation NV. The intervention of Mabo Engineering & Automation NV under warranty does not extend the duration of the warranty. The warranty ends by operation of law in case of cession or transfer of the material. The same holds true when the delivered material was not paid for by one of the due dates agreed upon. To parts treated outside the constructor's premises only the manufacturer's warranty for those parts will apply, to the exclusion of the warranty being the subject of the present article. Used materials are excluded from warranty unless stated otherwise on the front side of the order form.

10.3 The full liability of Mabo Engineering & Automation NV on account of imputable failure in the performance of the obligations resulting from the agreement is limited to the compensation of direct damages to maximum the amount of the price stipulated for the agreement in question (excluding VAT). If the agreement is principally a continuing performance contract with a term of more than one year, the stipulated price is set at the total amount of compensations (excluding VAT) stipulated for one year. Under no circumstance will the total compensation for direct damages exceed the amount of 10,000.00 Euros (ten thousand Euros).

Direct damage is understood to mean exclusively: reasonable costs to be incurred by the client to conform the service rendered by Mabo Engineering & Automation NV to the agreement. These damages, however, are not compensated when the agreement was dissolved by the client.

10.3 The full liability of Mabo Engineering & Automation NV for damages for death or personal injury or material damage to property will never exceed the amount for which they are insured per event, whereby a series of connected events will be considered as one event.

10.4 The liability of Mabo Engineering & Automation NV for indirect damages, including consequential damage, lost profit, missed savings and damage caused by business stagnation, is excluded.

10.5 Apart from the cases listed in articles 10.2 and 10.3, Mabo Engineering & Automation NV will not be liable to pay any damages, irrespective of the ground on which the action for damages is based.

10.6 The liability of Mabo Engineering & Automation NV on account of imputable failure in the performance of the obligations resulting from the agreement arises only when the client gives written notice of default to Mabo Engineering & Automation NV without delay and in an adequate manner, with a reasonable term to remedy the failure, and when after the expiry of this term Mabo Engineering & Automation NV's imputable failure to perform their obligations continues to exist. The notice of default must contain a detailed description of this failure, allowing Mabo Engineering & Automation NV to react adequately.

10.7 The right to compensation arises only on condition that the client notifies Mabo Engineering & Automation NV in writing of the damages, as soon as possible and no later than three days after the damages were caused. This is a period of forfeiture.

10.8 The client indemnifies Mabo Engineering & Automation NV against any claims from third parties on account of product liability as a result of a defect in a product or system supplied by the client to a third party and which consisted in part of equipment, programs or other materials delivered by Mabo Engineering & Automation NV, except if and insofar as the client proves that the damages were caused by this equipment, these programs or other materials.

11. Force majeure

11.1 Neither party is liable to meet obligations when this is rendered impossible due to force majeure. The term 'force majeure' is also understood to mean a non-imputable failure by suppliers of Mabo Engineering & Automation NV.

11.2 If the situation of force majeure lasts for longer than one hundred and twenty days, then the parties have the right to terminate the agreement by written cancellation. Any services already rendered under the agreement will be settled on a pro rata basis, without either party having any further obligations towards the other.

12. Export

In the event of export of equipment, components or programs by the client, the relevant export provisions will apply. The client will indemnify Mabo Engineering & Automation NV against any claims from third parties relating to violations of the applicable export provisions attributable to the client. Insofar as necessary, the client will observe any European and UN export embargoes.

13. Applicable law and disputes

13.1 The agreements between Mabo Engineering & Automation NV on the one hand and the client on the other are exclusively governed by Belgian law, to the exclusion of the provisions of the United Nations Treaty of 11 April 1980 on international purchase agreements of movable property.

13.2 Only the courts of Antwerp shall have exclusive jurisdiction in the event of any dispute.

COMPUTER SERVICE

The provisions contained in the chapter 'Computer Service' are applicable, in addition to the General Provisions of the present general terms and conditions, when Mabo Engineering & Automation NV renders services in the field of computer service (automatic information processing), meaning the processing of data by means of programs and equipment managed by Mabo Engineering & Automation NV.

14. Duration

14.1 If the agreement concerns the periodical or regular performance of computer services, then the agreement is concluded for the duration agreed between the parties and, in the absence of such an agreement, for the duration of one year.

The client's right to early termination of the agreement is excluded, without prejudice to the provisions of article 15.5.

14.2 The duration of the agreement is extended tacitly by one year unless the agreement is terminated in writing by the client or by Mabo Engineering & Automation NV with due observance of a notice period of three months before the end of the relevant period.

15. Execution of the works

15.1 Mabo Engineering & Automation NV will take great care in performing the computer service, in accordance with the procedures and agreements established in writing in consultation with the client.

15.2 All data to be processed by Mabo Engineering & Automation NV will be prepared and supplied by the client in accordance with the conditions laid down by Mabo Engineering & Automation NV. Unless agreed otherwise, the client will take the data to be processed to and collect the processed results from the place where Mabo Engineering & Automation NV performs the computer service. Transport is at the expense and risk of the client, even when the data are transported by Mabo Engineering & Automation NV or when the latter takes care of the transport.

15.3 The client sees to it that all materials, data, programs, procedures and instructions put at the disposal of Mabo Engineering & Automation NV for the execution of the computer service are complete and correct and that all information carriers provided to Mabo Engineering & Automation NV meet the specifications of Mabo Engineering & Automation NV.

15.4 All equipment, programs and other materials to be used by Mabo Engineering & Automation NV for performing the computer service remain the property or the object of intellectual and industrial property of Mabo Engineering & Automation NV, even when the client pays a fee for the development or purchase thereof by Mabo Engineering & Automation NV. The latter is authorized to retain possession of the products and data received from the client and of the processed results until full payment of all amounts payable by the client to Mabo Engineering & Automation NV.

15.5 Mabo Engineering & Automation NV is authorized to modify the content or scope of the computer service. If such modifications result in a change in the client's current procedures, Mabo

Engineering & Automation NV will notify the client thereof as soon as possible. The costs of this change will be borne by the client. In such a case, the client can terminate the agreement in writing by the date on which the modification will take effect unless this modification is related to changes in relevant legislation or other regulations laid down by competent authorities or unless Mabo Engineering & Automation NV bears the costs of this modification.

15.6 Mabo Engineering & Automation NV will make every possible effort to make sure that the programs used during the performance of the computer service are adapted as much as possible to changes in relevant legislation or other regulations laid down by competent authorities. If desired, Mabo Engineering & Automation NV will advise the client at their current rates about the implications of such modifications for the client.

16. Telecommunication

16.1 If telecommunication facilities are used during the performance of the computer service, it is the client's responsibility to make the right choice and to make sure that these facilities are available in time. Mabo Engineering & Automation NV is not responsible for transmission errors not attributable to them.

16.2 If data are processed by means of telecommunication facilities, Mabo Engineering & Automation NV will give the client access or identification codes. The client is supposed to treat these access codes confidentially and to divulge them to authorized staff only.

17. Security and privacy

17.1 The client sees to it that all statutory regulations concerning the data to be processed, including more particularly the regulations laid down by law or by virtue of the law, are and will be strictly observed and that all prescribed notifications have been made. The client will provide Mabo Engineering & Automation NV with all relevant written information without delay.

17.2 The client indemnifies Mabo Engineering & Automation NV against any third party actions that might be instituted against Mabo Engineering & Automation NV for breach of the law and/or legal storage periods.

18. Guarantee

18.1 Unless otherwise agreed, Mabo Engineering & Automation NV is not responsible for checking the correctness and completeness of the results of the computer service. It is up to the client to check these results upon receipt. Mabo Engineering & Automation NV cannot guarantee that the computer service will be performed without errors. If errors in the processed results are a direct consequence of products, programs, information carriers, procedures or operating instructions for which Mabo Engineering & Automation NV is explicitly responsible according to the agreement, then Mabo Engineering & Automation NV will repeat the computer service in order to correct these errors to the best of their ability, provided that the data required for repeating the computer service are still available and that the client sends a detailed written notification concerning those errors to Mabo Engineering & Automation NV as soon as possible and at the latest within one week after the receipt of the results. The computer service will be repeated free of charge. If the errors are not attributable to Mabo Engineering & Automation NV, then the client can request Mabo Engineering & Automation NV to repeat the computer service, in which case the costs thereof will be charged by Mabo Engineering & Automation NV.

If it is reasonably impossible to correct the errors attributable to Mabo Engineering & Automation NV, then the latter will issue a credit note for the amounts to be paid by the client for the computer service in question, without having any further liability towards the client.

SERVICES

The provisions contained in the chapter 'Services' are applicable, in addition to the General Provisions of the present general terms and conditions, when Mabo Engineering & Automation NV renders services such as advice pertaining to organization and automation, applicability research, consultancy, training, support, secondment, the design or development of programs or information systems or the rendering of assistance to that end, and the performance of services relating to

networks. Those provisions do not affect the provisions contained in the present general terms and conditions relating to specific services, for instance computer service, the development of programs, and maintenance.

19. Execution

19.1 Mabo Engineering & Automation NV will take great care in performing the service, in accordance – as the occasion may arise - with the agreements and procedures established in writing in consultation with the client. Mabo Engineering & Automation NV has a mere obligation of means.

19.2 If it has been agreed that the services will be performed in phases, then Mabo Engineering & Automation NV has the right to postpone the start of the services belonging to a next phase until the client has approved in writing the results of the previous phase.

19.3 Only when this was explicitly agreed in writing will Mabo Engineering & Automation NV be liable to follow the instructions given by the client in a timely and justified manner during the execution of the service. Mabo Engineering & Automation NV is not obliged to follow instructions constituting a modification or a supplement to the content or scope of the agreed service; if, however, such instructions are followed, the works in question will be paid for as stipulated in article 20.

19.4 If the service agreement was concluded with a view to execution by a particular person, Mabo Engineering & Automation NV will at all times be authorized to replace this person with one or more others having the same qualifications.

20. Modification and additional works

20.1 If Mabo Engineering & Automation NV executed works or other services falling without the scope or content of the agreed service, and if this was done at the client's request or with the client's prior consent, then those works or services will be charged to the client at the current rates of Mabo Engineering & Automation NV. However, Mabo Engineering & Automation NV is not under any obligation to comply with such a request, and may demand that a separate written agreement be concluded for additional works and/or services.

20.2 The client accepts that due to works or services as referred to in article 20.1 the agreed or expected time of completion of the service as well as the mutual responsibilities of the client and of Mabo Engineering & Automation NV may be subject to change.

20.3 Insofar as a fixed price was agreed for the service and the parties intend to conclude a separate agreement for additional works or services, Mabo Engineering & Automation NV will inform the client in writing and in advance about the financial implications of such additional works or services.

21. Courses and trainings

21.1 Insofar as the service of Mabo Engineering & Automation NV consists of providing a course or training, Mabo Engineering & Automation NV can demand payment of the amount due before the start of the course or training. Implications of the cancellation of participation in a particular course or training will be governed by the usual rules adhered to by Mabo Engineering & Automation NV.

21.2 If, in the opinion of Mabo Engineering & Automation NV, it is justified by the number of enrolments, Mabo Engineering & Automation NV is authorized to combine the course or training with one or more other courses or trainings or to organize those courses or trainings at a later date or time.

DEVELOPMENT OF PROGRAMS

The provisions contained in the chapter 'Development of programs' are applicable, in addition to the General Provisions of the present general terms and conditions and the special provisions contained in the chapter 'Services', when Mabo Engineering & Automation NV develops programs by order of the client. The chapter 'Use and maintenance of programs' also applies to those programs, except to the extent that the present chapter deviates from it. The rights and obligations mentioned in the present chapter exclusively relate to computer programs in a form legible for a data-processing machine and stored in materials legible for such a machine as well as in the accompanying documentation.

22. Development of programs

22.1 The parties will specify in writing which programs will be developed and in what way this will be done. Mabo Engineering & Automation NV will take great care in developing the programs based on the data to be provided by the client who is responsible for the correctness, completeness and consistency of those data.

22.2 Mabo Engineering & Automation NV is authorized but not obliged to verify the correctness, completeness and consistency of the data or specifications put at their disposal and to suspend the works agreed upon in the event of inadequacies until the client will have remedied those inadequacies.

22.3 Without prejudice to the provisions of article 6, the client acquires the right to use the programs within his business or organization. If and to the extent that it has been explicitly agreed in writing, the source code of the programs and the technical documentation generated during the development of the programs may be made available to the client and the client will have the right to modify these programs.

23. Delivery, installation and acceptance

23.1 Mabo Engineering & Automation NV will deliver to the client the programs to be developed in accordance with the specifications established in writing. Mabo Engineering & Automation NV will proceed to the installation of those programs only if it has been agreed in writing that Mabo Engineering & Automation NV will take care of the installation.

23.2 If an acceptance test has been agreed in writing, then the test period will be fourteen days following the date of delivery or, if it has been agreed in writing that Mabo Engineering & Automation NV will take care of the installation, following the completion of the installation. The client is not allowed to use the programs for productive or operational purposes during the test period.

23.3 The parties will deem the programs to be accepted:

- a. if no acceptance test has been agreed between the parties: at the time of delivery or, if it has been agreed in writing that Mabo Engineering & Automation NV will take care of the installation, at the time of completion of the installation, or
- b. if an acceptance test has been agreed in writing between the parties: on the first day after the test period, or
- c. if Mabo Engineering & Automation NV receives a test report as referred to in article 23.5 before the end of the test period: at the time when the errors indicated in the test report are remedied, without prejudice to the existence of inadequacies which, according to article 23.6, do not constitute an impediment to the acceptance of the programs.

Contrary to what is set out above, the programs will be deemed to be fully accepted from the moment the client begins to make use thereof if, before the time of acceptance, the client has used the programs for productive or operational purposes.

22.4 If it turns out during the execution of the agreed acceptance test that the programs contain errors impeding the progress of the acceptance test, the client will send a written and detailed notification to Mabo Engineering & Automation NV in which case the test period will be interrupted until the programs have been adapted in such a way that the impediment ceases to exist.

23.5 If it turns out during the execution of the agreed acceptance test that the programs contain errors as indicated in article 6.7, then the client will inform Mabo Engineering & Automation thereof no later than the last day of the test period by sending them a written and detailed test report. Mabo Engineering & Automation NV will make every effort to remedy those errors within a reasonable term, whereby Mabo Engineering & Automation NV will be authorized to opt for temporary solutions or for program bypasses or problem-avoiding restrictions in the programs.

23.6 Acceptance of the programs may not be withheld for reasons other than the ones relating to the specifications explicitly agreed between the parties or on account of the existence of minor errors, i.e. errors not reasonably impeding the operational or productive putting into use of the programs, without prejudice to the obligation of Mabo Engineering & Automation NV to remedy those minor errors within the framework of the guarantee scheme as stated in article 26, if applicable.

23.7 If the programs are delivered and tested in phases and/or in parts, the non-acceptance of a certain phase and/or part does not affect the acceptance of a previous phase and/or of a different part.

USE AND MAINTENANCE OF THE PROGRAMS

The provisions contained in the chapter 'Use and Maintenance of the Programs', in addition to the General Provisions of the present general terms and conditions, apply to all the programs made available by Mabo Engineering & Automation NV. The rights and obligations referred to in the present chapter only relate to computer programs in a form legible for a data-processing machine and stored in materials legible for such a machine as well as in the accompanying documentation, including any new versions to be provided by Mabo Engineering & Automation NV.

24. Right of use

24.1 Without prejudice to the provisions of article 6, Mabo Engineering & Automation NV grants the client the non-exclusive right of use of the programs. The client will at all times strictly observe the restrictions on use agreed between the parties. Without prejudice to the other provisions contained in the present general terms and conditions, the client's right of use exclusively relates to the right to load and execute the programs.

24.2 The client may use the programs only in his own business or organization on one single processing unit and for a certain number or type of users or connections for which the right of use was granted. If no agreement was made to that effect, the client's processing unit on which the programs were used for the first time and the number of connections connected to this processing unit at the time of first use will be deemed to be the processing unit and the number of connections for which the right of use was granted. In the event of malfunction of the relevant processing unit, the programs may be used on a different processing unit for the duration of the technical malfunction. The right of use may relate to several processing units to the extent that this appears explicitly from the agreement.

24.3 The right of use is non-transferable. The client is not authorized to sell, rent out, sub-license, or alienate the programs and carriers on which those programs have been stored, to grant restricted rights in relation to those programs or to make them available to a third party in any way or for any purpose whatsoever, not even when this third party uses the programs exclusively on behalf of the client.

Apart from the remedy of errors, the client will not modify the programs in any way and he will not use them for the processing of data on behalf of third parties (time-sharing). The source code of the programs and the technical documentation generated during the development of the programs are not made available to the client.

24.4 Immediately after the right of use of the programs comes to an end, the client will return to Mabo Engineering & Automation NV all copies of the programs put at his disposal. If the parties agreed that the client must destroy those copies when the right of use comes to an end, the client will inform Mabo Engineering & Automation NV in writing and without delay of such destruction.

25. Delivery, installation and acceptance

25.1 Mabo Engineering & Automation NV will supply the programs to the client on the agreed type and format of information carriers and proceed to the installation of the programs if it has been agreed in writing that Mabo Engineering & Automation NV will take care of the installation.

25.2 If an acceptance test has been agreed in writing, the provisions of articles 23.3 up to and including 23.7 will apply.

25.3 If no acceptance test has been agreed between the parties, then the client accepts the programs in the condition in which they are delivered, without prejudice to the obligations of Mabo Engineering & Automation NV pursuant to the guarantee as stated in article 26.

26. Guarantee

26.1 During a period of two months following the date of delivery or, if an acceptance test has been agreed between the parties, during a period of two months following the date of acceptance, Mabo

Engineering & Automation NV will make every effort to remedy any possible errors in the programs within the meaning of article 6.7 provided that Mabo Engineering & Automation NV received a detailed written description of those errors within this period. Mabo Engineering & Automation NV cannot guarantee that the programs will run without interruption or errors, or that all errors will be corrected. Errors will be remedied free of charge unless the programs were not developed at a fixed price by order of the client, in which case the work will be charged at the usual rates and repair costs of Mabo Engineering & Automation NV. Mabo Engineering & Automation NV may charge their usual rates and repair costs in the event of improper or injudicious use by the client or other causes not attributable to Mabo Engineering & Automation NV or in the event that the errors could have been established during the execution of the agreed acceptance test. The recovery of missing or lost data is not covered by the guarantee. The obligations under the guarantee lapse if the client modifies the programs or has them modified without the written consent of Mabo Engineering & Automation NV.

26.2 Errors will be remedied at a location to be determined by Mabo Engineering & Automation NV. Mabo Engineering & Automation NV will be authorized to opt for temporary solutions or for program bypasses or problem-avoiding restrictions in the programs.

26.3 After expiry of the guarantee period indicated in article 26.1, Mabo Engineering & Automation NV is no longer liable to remedy any errors unless a maintenance agreement comprising the remedy of such errors was concluded between the parties.

27. Maintenance

27.1 If a maintenance agreement was concluded for the programs or if maintenance is included in the compensation for use of the programs, the client will notify Mabo Engineering & Automation NV in a detailed manner of any errors established in the programs, in accordance with the procedures adhered to by Mabo Engineering & Automation NV. Upon receipt of this notification Mabo Engineering & Automation NV will make every effort to remedy errors within the meaning of article 6.7 and/or to make corrections to later new versions of the programs. Depending on urgency, the results will be put at the disposal of the client in the way and at the time to be determined by Mabo Engineering & Automation NV. Mabo Engineering & Automation NV will be authorized to opt for temporary solutions or for program bypasses or problem-avoiding restrictions in the programs.

27.2 Mabo Engineering & Automation NV cannot guarantee that the programs will run without interruption or errors, or that all errors will be corrected.

27.3 Mabo Engineering & Automation NV may charge their usual rates and repair costs in the event of improper or injudicious use by the client or other causes not attributable to Mabo Engineering & Automation NV or in the event that the programs were modified by persons other than Mabo Engineering & Automation NV. The recovery of missing or lost data is not covered by the guarantee.

27.4 If a maintenance agreement was concluded, Mabo Engineering & Automation NV will put corrected versions of the programs at the disposal of the client as soon as they become available. Two months after a corrected version was put at the disposal of the client, Mabo Engineering & Automation NV will no longer be liable to remedy any possible errors in the old version and to render support in relation to the old version. When a version with new possibilities and functions is put at the client's disposal, Mabo Engineering & Automation NV may demand that the client conclude a new agreement with Mabo Engineering & Automation NV and that a new fee is paid for making the new version available to the client.

27.5 If the client failed to conclude a maintenance agreement with Mabo Engineering & Automation NV at the same time that the agreement to make the programs available was concluded, then the client cannot oblige Mabo Engineering & Automation NV to enter into a maintenance agreement at a later point in time.

28. Programs of suppliers

If and to the extent that Mabo Engineering & Automation NV makes programs of third parties available to the client, then the conditions of those third parties will apply to these programs, replacing the provisions of the present terms and conditions, if the client was informed thereof in writing by Mabo Engineering & Automation NV. The client can take cognizance of these conditions at

the premises of Mabo Engineering & Automation NV, and the latter will send them to the client at his request.

If and to the extent that the afore-mentioned conditions of third parties are deemed not to apply or are declared not to be applicable to the relation between the client and Mabo Engineering & Automation NV, for whatever reason, then the provisions of the present terms and conditions will apply.

SALE OF HARDWARE

The provisions contained in the chapter 'Sale of hardware', in addition to the General Provisions of the present general terms and conditions, are applicable in the event that Mabo Engineering & Automation NV sells hardware to the client.

29. Delivery

29.1 The hardware sold by Mabo Engineering & Automation NV to the client will be delivered to the client at the warehouse of Mabo Engineering & Automation NV. If this has been agreed in writing, Mabo Engineering & Automation NV will deliver the hardware sold to the client at a location to be determined by the client.

29.2 Mabo Engineering & Automation NV will notify the client well in time prior to the delivery of the time when the hardware will presumably be delivered.

29.3 The hardware will be delivered at the agreed place of delivery and at the agreed prices.

29.4 The hardware will be packed for delivery according to the usual standards adhered to by Mabo Engineering & Automation NV.

If the client insists on a special way of packing, the resulting additional costs will be borne by the client.

29.5 The client will treat all packagings of products supplied by Mabo Engineering & Automation NV in accordance with the prevailing government regulations. The client indemnifies Mabo Engineering & Automation NV against any claims from third parties on account of non-compliance with such regulations.

30. Installation

30.1 When this was agreed in writing, Mabo Engineering & Automation NV will install the hardware or have it installed.

30.2 Prior to the delivery of the hardware the client will provide a suitable place where the hardware can be installed, with the necessary facilities such as cables and telecommunication facilities.

If desired, Mabo Engineering & Automation NV will make a quotation for the client in relation to the provision of the afore-mentioned facilities.

30.3 For the execution of the necessary works, the client will grant Mabo Engineering & Automation NV access to the place of installation during the normal working hours of Mabo Engineering & Automation NV.

31. Return shipments

31.1 Mabo Engineering & Automation NV is not obliged to accept return shipments from the client without their prior written consent.

31.2 Under no circumstance does the acceptance of return shipments imply that Mabo Engineering & Automation NV acknowledges the reason indicated by the client for returning the goods. The risk of return shipments lies with the client until a credit note for the return shipment has been issued by Mabo Engineering & Automation NV.

31.3 Mabo Engineering & Automation NV reserves the right to issue credit notes for possible return shipments with a 15% deduction of the price of the return goods, and with a minimum of € 500.00 (five hundred Euros).

32. Delivery, installation and acceptance

Mabo Engineering & Automation NV will put the hardware at the client's disposal either by delivery in accordance with article 29 or, if it was agreed in writing that Mabo Engineering & Automation NV will take care of the installation, by installing the hardware at the client's premises.

The hardware will be deemed to be accepted between the parties on the date of delivery or, if it was agreed in writing that Mabo Engineering & Automation NV will take care of the installation, on the date of installation.

33. Guarantee

33.1 During a period of six months after the hardware was made available, Mabo Engineering & Automation NV will make every effort to remedy any defects in the material as well as manufacturing defects in the hardware and in the parts delivered by Mabo Engineering & Automation NV within the scope of the guarantee or the maintenance agreement, if Mabo Engineering & Automation NV received a detailed report of those defects within the indicated period. All replaced parts become the property of Mabo Engineering & Automation NV. The obligations under the guarantee lapse if those defects are wholly or partly the result of improper, injudicious or careless use, of external causes such as for instance fire or water damage, or if the client modifies the hardware or the parts delivered by Mabo Engineering & Automation NV within the scope of the guarantee or the maintenance agreement or has them modified without the consent of Mabo Engineering & Automation NV.

33.2 Works and repair costs not covered by this guarantee will be charged at the current rates of Mabo Engineering & Automation NV.

34. Hardware of suppliers

If and to the extent that Mabo Engineering & Automation NV delivers hardware of third parties to the client, then the conditions of those third parties will apply to this hardware, replacing any deviating provisions of the present terms and conditions, if the client was informed thereof in writing by Mabo Engineering & Automation NV. The client accepts the afore-mentioned conditions of third parties. The client can take cognizance of these conditions at the premises of Mabo Engineering & Automation NV, and the latter will send them to the client at his request.

If and to the extent that the afore-mentioned conditions of third parties are deemed not to apply or are declared not to be applicable to the relation between the client and Mabo Engineering & Automation NV, for whatever reason, then the provisions of the present terms and conditions will apply.

MAINTENANCE OF HARDWARE

The provisions contained in the chapter 'Maintenance of hardware', in addition to the General Provisions of the present general terms and conditions, are applicable in the event that Mabo Engineering & Automation NV and the client entered into a hardware maintenance agreement.

35. Duration of the maintenance obligation

35.1 The hardware maintenance agreement is concluded for the duration agreed between the parties. If no duration was agreed, then the agreement is deemed to be concluded for one year.

35.2 The duration of the agreement is extended tacitly by the original period unless the agreement is terminated in writing by the client or by Mabo Engineering & Automation NV with due observance of a notice period of three months before the end of the relevant period.

35.3 The parties will never be liable to pay any compensation on account of termination of the agreement.

36. Maintenance

36.1 The term 'maintenance' is understood to mean:

Preventive maintenance: the inspection, adjustment and cleaning of the hardware deemed necessary by Mabo Engineering & Automation NV in order to prevent malfunctions.

Corrective maintenance of whatever nature and/or repairs are explicitly excluded and are not covered by maintenance.

36.2 Maintenance tasks are carried out during the office hours of Mabo Engineering & Automation NV, from Monday to Friday, with the exception of public holidays.

36.3 If maintenance tasks were started during the office hours referred to in article 36.2 and if the maintenance staff of Mabo Engineering & Automation NV deems it necessary to continue these tasks outside the above-mentioned office hours, then the current rates will be charged to the client. As a rule, the works will not be continued for more than one hour outside the above-mentioned office hours.

37. Obligations of Mabo Engineering & Automation NV

37.1 During the term of the maintenance agreement Mabo Engineering & Automation NV undertakes to make every effort to remedy any failures reported by the client to Mabo Engineering & Automation NV in accordance with article 38.2.

37.2 Mabo Engineering & Automation NV reserves the right to suspend their maintenance obligations for the time during which circumstances occur at the place where the hardware is installed which, in the opinion of Mabo Engineering & Automation NV, constitute a risk for the safety or health of the staff of Mabo Engineering & Automation NV.

37.3 Mabo Engineering & Automation NV will keep its hardware expertise up-to-date. Mabo Engineering & Automation NV will register and record in the books all relevant data concerning works carried out on the hardware. On first demand Mabo Engineering & Automation NV will allow the client inspection of these recorded data.

37.4 Parts are replaced if Mabo Engineering & Automation NV deems it necessary in order to remedy or to prevent failures. The replaced parts become or remain the property of Mabo Engineering & Automation NV.

38. Conditions of maintenance and use

38.1 The client can have the hardware moved at his expense after prior written consent by Mabo Engineering & Automation NV.

38.2 Immediately following the occurrence of a failure in the hardware, the client will inform Mabo Engineering & Automation NV thereof by means of a detailed description of the failure that occurred drawn up by a competent staff member of the client. The client is supposed to grant the staff of Mabo Engineering & Automation NV or any third parties designated by Mabo Engineering & Automation NV access to the place where the hardware has been installed and to render any other assistance required.

38.3 At the request of Mabo Engineering & Automation NV a competent staff member of the client will be present for consultation during the maintenance works. The client has the right to be present during all the works to be carried out on his behalf.

38.4 The client will make the hardware available to Mabo Engineering & Automation NV to enable the latter to carry out the works.

38.5 The client is authorized to connect hardware that was not delivered by Mabo Engineering & Automation NV. Any costs for the detection and remedy of failures resulting from the connection of hardware that was not delivered by Mabo Engineering & Automation NV will be borne by the client.

38.6 If Mabo Engineering & Automation NV is of the opinion that the hardware connections with other systems or hardware should be tested for maintenance purposes, then the client will put those systems or hardware as well as the relevant test procedures and information carriers at the disposal of Mabo Engineering & Automation NV.

38.7 Test materials necessary for maintenance works that are not part of the normal equipment of Mabo Engineering & Automation NV must be made available by the client.

38.8 The client takes care of and is responsible for the technical, spatial and telecommunication facilities that are required to make the hardware function. It is expressly stipulated that maintenance does not include the afore-mentioned facilities and connections.

39. Exclusions

39.1 Works caused by the detection or remedy of failures resulting from an injudicious use of the hardware or from external causes, for instance defects in communication lines or disturbances in voltage supply, connections to or use of hardware, programs or materials not covered by the agreement, are not part of the obligations of Mabo Engineering & Automation NV under the agreement and will be charged separately to the client at the current rates.

39.2 The maintenance price does not include: the replacement of consumer goods; the replacement cost of parts and the maintenance services for the remedy of failures wholly or partly caused by attempts to remedy those failures by persons other than personnel of Mabo Engineering & Automation NV or their assistants; works including the full or partial overhaul of the hardware; modifications to the hardware; the move, removal, or re-installation of the hardware or works resulting therefrom.

40. Tariffs and payment

40.1 If the maintenance agreement does not contain any specific provisions, the current basic maintenance rate of Mabo Engineering & Automation NV will be used.

40.2 The maintenance fee increased by the turnover tax due and by any other levies imposed by the government is to be paid in advance for the duration of the maintenance agreement in accordance with article 35.1, at the latest on the day when the agreement takes effect or on the first day of the relevant extension period. The above does not apply if the parties agreed otherwise in writing in relation to the period to which the advance payment relates.

40.3 The provisions of article 2 remain in full force.

40.4 In the absence of timely payment, Mabo Engineering & Automation NV will have the right to suspend maintenance services without being liable to pay any compensation to the client.

Nevertheless, should Mabo Engineering & Automation NV perform maintenance works during this period at the client's request, Mabo Engineering & Automation NV will have the right to charge a separate fee for this at their current rates.