



HILTON ENGINEERING BV

**Hilton Engineering BV
Klipperweg 22
6222 PC Maastricht (NL)**

General Conditions of Purchase

1. Validity

1.1 Hilton only makes purchases under the conditions stipulated below. On carrying out the order the supplier confirms to accept these conditions, even if the supplier's terms of supply are contradictory. Hilton is not bound by and hereby expressly rejects the supplier's general conditions of sale and any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgement, invoice, packing slip or the like used by the supplier.

1.2 Any instance whereby the supplier's order confirmation deviates from an order from Hilton shall be deemed a rejection of the order.

1.3 Other stipulations, modifications and supplementary agreements are only valid if a written agreement is provided by Hilton.

2. Execution of Contract

2.1 Our orders shall be deemed binding only if we have placed them in writing, by email or fax. Orders placed verbally or by telephone, and supplements or amendments to an order shall be deemed effective only if we have confirmed them in writing, by email or fax.

2.2 Quotations from the supplier shall be free of charge for Hilton. Cost estimations will not be remunerated.

2.3 All tools, models, samples and drawings which Hilton submits to the supplier shall remain the property of Hilton and third parties may only be informed of them or use them after prior written consent.

2.4 The supplier shall undertake to treat all non-public, commercial or other information which is made known to him due to the business relationship with Hilton with confidentiality. The supplier shall bind his own suppliers/ sub-contractors to confidentiality accordingly. This obligation shall continue after the business relationship has ended.

2.5 Hilton is permitted to require modifications to the contractual item, even after the contract has been concluded, insofar as this is reasonable for the supplier. The effects on both contractual parties, especially with regard to increased or reduced costs and the supply deadlines, are to be taken into account appropriately when deciding whether a modification is reasonable.

3. Prices, payments

3.1 Prices are fixed prices including packaging to the agreed receiving point and including customs duties. Statutory VAT is included in the prices.

3.2 The supplier warrants that such prices are not in excess of the lowest price charged by the supplier to other similarly situated customers for similar quantities of goods or services of like kind and quality.

3.3 All invoices must be submitted to Hilton in duplicate, including all related documents and data, after delivery.

3.4 Hilton shall pay all existing, due invoices within 30 days after delivery.

4. Dispatch, delivery schedules

4.1 Hilton shall be notified of deliveries by means of a dispatch note which shall contain the type, quantity and weight of the goods. Dispatch notes, bills of lading, invoices and all correspondence must contain the Hilton order number.

4.2 The supplier shall undertake to adhere to the agreed delivery deadlines and dates. After a period of grace has expired with no result, Hilton is entitled to withdraw from the contract and to claim damages. A period of grace is not required if the supplier refuses performance finally and irrevocably or if special circumstances arise which justify immediate withdrawal under consideration of mutual interests.

4.3 If the supplier does not adhere to the agreed delivery dates without informing Hilton on time, or if Hilton does not deem the reasons given to be plausible, the supplier must accept the following contractual penalties, in relation to the order value until the date of the actual delivery:

1% for each week of delay commenced, to a maximum of 10% of the overall order value.

4.4 The packaging of the goods shall be at the supplier's expense.

4.5 In the event of delivery before the due date, Hilton is entitled to return the goods to the supplier. If Hilton refrains from doing this the goods shall be stored at Hilton until the delivery date, and the supplier shall bear the costs and the risks involved.

5. Notification of defects, liability for defects

5.1 If any good is defective or otherwise not in conformity with the requirements of the order, Hilton shall notify the supplier and may, without prejudice claim a full refund of the purchasing price, claim a price reduction, or require repair or delivery of substitute goods.

5.2 In the event of a defective delivery, Hilton is entitled to eliminate defects by itself or to have them eliminated at the supplier's expense. Before beginning to remedy the defects, Hilton shall inform the supplier of this either in writing, by fax or by e-mail.

5.3 Hilton is entitled to send notifications of defects within 14 days after receiving the goods or, in the case of hidden defects, 14 days after their discovery. This also applies to processed or machined delivery items.

5.4 A warranty period of two years shall be provided. The validity of longer, statutory warranty periods shall remain unaffected.

5.5 The supplier shall release Hilton from product liability claims by third parties insofar as the supplier is liable for the defect which initiated the claim.

5.6 The supplier's warranty shall also apply to parts produced by sub-contractors.

6. Ownership, assignment of claim

6.1 Hilton shall only accept simple title retention. Extended or more extensive title retention in favor of the supplier or a third party is ruled out. The ownership of the goods shall be transferred to Hilton on full payment of the relevant invoice.

6.2 The supplier may only transfer or assign its claims against Hilton on prior written agreement from Hilton.

6.3 Material for processing which Hilton provides the supplier shall remain the property of Hilton. Combining, mixing or processing this material with other materials shall only be carried out by order of Hilton so that Hilton shall become the joint owner (pro rata) of the new item. Combining this material with other tangible items which are deemed principle items may only take place with prior, express, written permission from Hilton. The supplier is liable to Hilton for loss or damage to its property.



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7. Copyright

7.1 The supplier shall ensure that third party industrial property rights and copyrights are not breached by the delivery. The supplier shall permit Hilton to use the goods supplied, including any repairs, modifications or enhancements to the goods delivered, to release Hilton from all third party claims in this connection.

7.2 Hilton reserves the rights of ownership, copyrights and any other industrial property rights to all tender documents, illustrations, drawings, calculations, models, tools, software and hardware, samples etc.

8. Miscellaneous

8.1 The supplier is not authorized to use third parties to carry out the order or significant parts thereof without prior, written permission from Hilton.

8.2 The place of jurisdiction is Maastricht (NL)

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