



KET MARINE INTERNATIONAL B.V.

SEPARATORS, SPARES & SERVICE SINCE 1985

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DELIVERY, PAYMENT AND WARRANTY CONDITIONS OF KET MARINE B.V.

Article 1. General

All tenders and all agreements for the execution of work or of purchase and sale made by us to, or entered into with third parties, further to be termed "the customer", shall be exclusively governed by these conditions.

Article 2. Tenders

All our tenders are free of obligation, unless they contain a period for acceptance. If a tender contains an offer free of obligation and this is accepted, we shall be entitled to withdraw the offer within four working days after the day on which the acceptance is received. In the case of a request by the customer for a tender, this tender shall be based on the information, drawings, etc. supplied along with that request. The prices quoted shall apply to delivery ex workshop, factory, shipyard, store or shop and are net, exclusive of VAT. Data in printed matter, catalogues, etc., supplied by us are free of obligation, are not binding upon us and are subject to alteration.

Article 3. Packaging

Packaging is charged for at cost price, and is not taken back.

Article 4. Designs

We accept no responsibility/liability for a design worked out by or on behalf of the customer or enquirer, nor for any specification of materials given along with this design. We only accept responsibility/liability for designs made by ourselves, all this in accordance with the guarantee provisions given in Article 11, and for the correct assembly and soundness of the materials used, with the exception of those materials for which a specific make is explicitly prescribed by the customer in the request. We also never accept any responsibility/liability for components which the customer supplies himself.

Article 5. Delivery times

Delivery times stated by us are never to be regarded as deadlines. In the event of failure to make timely delivery we should therefore be given written notice of default by the customer, and we should be granted a further reasonable period of time to make delivery.

The delivery time shall only commence when agreement has been reached on all the technical details and after all the necessary information, drawings, etc. required for the execution of the work have been placed in our possession by the customer. If the delivery time is exceeded this shall not in itself lead to any claim for compensation by the customer, nor does it entitle the customer to request the cancellation of the contract. After the expiry of the delivery time the finished goods shall be for the account and risk of the customer and they shall stand on our premises at his disposal.

Article 6. Transportation

The transportation of goods and materials shall take place for the account and risk of the customer. The customer should insure himself adequately against this risk. When goods are delivered the customer should convince himself of the condition of the goods. If any damage is found he should have a report on this drawn up by the carrier. In the event of failure to do this no liability whatsoever can be accepted by us.

Article 7. Assembly

Assembly shall be restricted to what has been explicitly agreed upon between the customer and us in the contract. We shall not be liable for any assembly work which falls outside the scope of the order. The customer must make provision for assistance by dockers or labourers, lubricants and cleaning materials and the necessary heating and lighting during the execution of the assembly work, if assembly does not take place on our premises. Assembly does not comprise repairs to existing old equipment. Claims relating to the execution of the work or its duration shall not be considered if they are made after the departure of the assembly personnel.

All extra expenses, including travelling, expenses and the costs of maintenance and accommodation for our personnel as well as the costs of assembly outside normal working hours, shall be payable by the customer. After assembly has been completed and the goods have been put into operation by us, assembly must be deemed to have been completed. Any work done after completion shall be charged for separately and does not come under the original assembly agreement.

Article 8. Force majeure (non-imputable shortcoming)

Without prejudice to the provision in Article 10 relating to liability we shall not be liable for a shortcoming which cannot be imputed to us (force majeure). This shall in any event include the following: all disturbances or hindrances as a result of which the performance of the contract becomes more expensive or more difficult, such as storm, damage and other natural disasters, hindrances by third parties, complete or partial strikes, lock-outs, riots, war, danger of war, loss or damage to materials during transportation, the illness of irreplaceable employees, export and import prohibitions, mobilisation, restrictive government measures, prohibitions on delivery to the customer imposed by groups, organisations or contractual partnerships of which we are members, fire, other industrial accidents, lack of, or breakdowns in, means of transport, failure of suppliers abroad to make delivery or to deliver on time, stagnation in supplies from abroad, and in general all circumstances, events, causes and consequences which are beyond our control or authority.

Article 9. Delivery

The delivery of work which has been undertaken is understood to mean the actual delivery to the customer. The work is regarded as delivered when it has been completely executed or finally assembled as a whole and the customer has been informed of this.

Article 10. Liability

Only damage to the item delivered, which is the result of an action and/or neglect attributable to us, shall be considered for compensation by us.

Damage suffered by the customer as the result of a non-imputable shortcoming (force majeure) as described in Article 8 shall, however, in no circumstances be attributable to us. The customer cannot make any claim to compensation whatsoever in connection with advice given by us which is provided to the best of our knowledge. We are only liable for damage caused by us or by persons or aids used by us in executing the contract if there is any question of gross negligence or intent. We are in no circumstances liable for anything further than the payment of the invoice value of the items delivered or the invoice value of the assembly activities as a result of which the customer has suffered damage. The customer indemnifies us against claims of third parties on the customer for the compensation of damage on the grounds of liability arising for any reason whatsoever.

Article 11. Guarantee

We guarantee the proper execution of work which has been accepted. The guarantee means that for a period of six months after delivery, new parts shall be supplied to the customer free of charge for all the parts which show defects as a result of our actions and/or negligence. The guarantee only applies if the customer has fulfilled all his obligations towards us and does not comprise faults which have occurred as a result of normal wear and tear, improper handling or improper or incorrect maintenance by the customer and/or third parties. No guarantee is given on components not assembled by us or on components which have been assembled by us but not supplied by us.

The guarantee shall in no circumstances cover anything either than the free delivery of new parts, to the exclusion of any further liability on our part. Notwithstanding the above, in the case of components with a factory shall apply. No guarantee is given for components which are not new at the time of delivery.

Article 12. Payment

In the case of the delivery of goods, payment must be made in cash at our address. In the case of work assigned by the customer payment must be made within thirty days after the date of the invoice unless otherwise agreed. The customer shall be legally in default in the event of failure to make payment, or to make payment in full, within this period. If payment (in full) has not been received by us within this period the customer, even without being given notice of default:

- shall be liable to pay interest at 1.5% per month on the amount of the invoice still unpaid as from the due date of the invoice;
- shall be liable to pay to us all the costs, both judicial and extrajudicial, to be incurred by us for the collection of the debt;
- shall likewise be liable to pay interest at 1.5% per month on the overdue interest at the end of one year during which interest is payable by the customer.

Every payment by the customer shall primarily be used for the settlement of costs and then of interest, and next for the settlement of invoices due for payment which have been outstanding for the longest time, even if the customer states that the settlement relates to another invoice.

Payment must be made in cash to our address or to a bank or giro account designated by us for this purpose.

The customer is not permitted to offset or to suspend his payment commitments to us in any way whatsoever without our explicit written permission.

We are entitled at all times, even after the conclusion of a contract, to request (further) security for the correct performance of the obligations by the customer. If these securities are not provided then we shall be entitled to regard the contract concluded with the customer as having been cancelled without being obliged to pay compensation or, at our option, to suspend the performance of the contract until these securities have been provided.

Article 1. Return of goods

For the return of goods the following rules apply;

- Returning of goods only for brand new, undamaged parts of first quality in original packing.
- Credit notes only after reception, quality control and acceptance of returned parts.
- Credit for returned parts minus 25% on the sales value of the materials to cover investigation and stock return costs.
- Parts to be returned free of any costs / charges to our stock address.
- Copy of return / freight documents to be sent in parallel to us by
Fax: +31168326550
Email: info@ketmarine.nl
- Return address: KET Marine International BV, Koperslagerij 23, 4762 AR, Zevenbergen, The Netherlands

Article 14. Reservation of proprietary rights

We remain the owner of the items delivered by us to the customer for as long as they have not been paid for in full by the customer and, in addition, for as long as the customer has not fulfilled all his obligations arising from the contract, including the payment of interest and costs which are due in the event of the customer failing to meet his payment commitments (in time) we are entitled to repossess the items delivered, without prejudice to our claim to compensation from the customer because of his culpable failure to comply with the contract. The customer is obliged to inform us immediately in writing of any claims or attachments enforced by third parties with regard to items which are subject to a proprietary title pursuant to this Article.

Article 15. Intellectual property

We reserve the copyright on designs, illustrations and drawings, sketches and quotations supplied. All this information remains our property and must not be copied without our explicit permission, be shown to third parties or be used in any other way. If designs are given to the customer for inspection of made available to him the customer is obliged to return these to us immediately if he decides not to conclude a contract with us.

Article 16. Applicable law

The law of the Netherlands applies to all our contracts.

Article 17. Disputes

Disputes resulting from tenders to and contracts with the customer are subject to the jurisdiction of the authorised judge in our place of business unless we prefer to refer the claim to a court in the customer's place of residence or of business.

THE PROVISIONS OF THESE CONDITIONS CAN ONLY BE WAIVED IF AND IN SO FAR AS WE EXPLICITLY AGREE TO THIS WITH THE CUSTOMER IN WRITING.

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