

GENERAL TERMS AND CONDITIONS OF EQUANS REFRIGERATION B.V. REGISTERED IN ZOETERMEER

Art. 1 General

1. All offers from, assignments to, deliveries by and agreements with the close company Equans Refrigeration B.V., - hereinafter referred to as Equans -for the contracting of work and/or the delivery of services and/or goods- jointly referred to as "deliveries" - are exclusively subject to the following terms and conditions.
2. Any general trade conditions from the customer and stipulations deviating from the terms and conditions of Equans shall only apply if and insofar as these have been accepted by Equans expressly and in writing.
3. The customer with whom a contract was carried out under the present terms and conditions shall be deemed to have agreed tacitly to the applicability of these terms on subsequent agreements closed with Equans.

Art. 2 Offers and materialization of agreement

1. No offer of Equans shall constitute a commitment.
2. Assignments and amendments thereof shall only be binding to Equans if it has accepted same in writing. Nevertheless, the customer, through his assignment shall be bound towards Equans , also if a written order confirmation has been requested but not (yet) received from Equans .
3. Undertakings by and agreements with its personnel, including its sales representatives, shall only bind Equans if and insofar such have been confirmed by same in writing.
4. Through his assignment, the customer shall be deemed to have also given Equans the assignment for all the extra work Equans deems necessary for the execution of the assignment.

Art. 3 Prices

1. The prices quoted by Equans include transport and assembly and are exclusive of VAT, spare parts, tools, building provisions, foundations and suspension constructions, water pipes, power installation and insulation as well as the assembly thereof. However, the prices quoted by Equans for goods with foreign destination are "ex warehouse" and exclusive of, inter alia, spare parts, tools, building provisions, foundations and suspension constructions, water pipes, power installation and insulation as well as the assembly thereof, VAT and similar taxes, transport, clearance costs and assembly.
2. If prices of raw materials or materials and parts not made by Equans , wages, social premiums, taxes, customs duties, freights and insurance premiums are raised for whatever reason, such including changes in the exchange rate, after the agreement has been closed, Equans shall be entitled to raise the agreed price accordingly. All extra costs Equans has to occur due to delays in the delivery for which it cannot be held responsible, shall be borne by the customer.
3. If the price is stated in another currency than the Euro and the value of said other currency has depreciated with respect to the Euro after the closing of the agreement, Equans shall be entitled to raise the price to the amount of the depreciation with respect to the Euro.

Art. 4 Statements

All statements with respect to illustrations, drawings, measurements and weights etc. have been made with the greatest possible accuracy. However, Equans shall not be liable for the consequences of any errors and deviations in the statements.

Art. 5 Protection of rights

All designs, illustrations and drawings etc. shall remain the property of Equans . The customer shall ensure that these shall not be copied, in part or as a whole, or submitted to or given for inspection by third parties, and that third parties are not informed about the contents thereof. At the request of Equans , they shall be returned to same forthwith.

Art. 6 Time of delivery

1. Each time of delivery stated by Equans shall always be deemed to be an estimate. If a time of delivery is exceeded, this shall not entitle the customer to payment of damages, dissolution of the agreement or non-performance of any obligations for the customer ensuing from the agreement.
2. In the event force majeure as referred to in article 12 as well as in the event an action or lack thereof by the customer, irrespective of whether the customer is culpable therefor, such to include the non-timely return of the requested order confirmation - all this to be assessed in reasonableness by Equans - has caused a delay, the time of delivery shall be extended.
3. The time of delivery shall be based on the working conditions prevailing at the time of the conclusion of the agreement. In the event of a delay caused by a change in said working conditions the delivery time shall be extended to a degree considered reasonable taking into account all the circumstances.
4. In the event the time of delivery is exceeded on account of any other reason than that referred to in paragraphs 2 and 3 of this article, the customer shall be entitled to give Equans a new reasonable term. In the event this term is not complied with by Equans the customer shall be entitled exclusively to terminate the agreement insofar as this has not been performed. In this event, too, the customer shall not be entitled to reimbursement for any damage suffered by same.

Art. 7 Delivery and risk

1. The goods shall be deemed to have been delivered when these or the most important parts thereof - all this to be assessed in reasonableness by Equans - are ready for testing in Equans 's factory, or insofar as they are not tested in its factory, when they are ready for inspection or shipment, respectively, such after the customer has been informed thereof. If Equans has agreed to assemble the goods, the goods shall be deemed to have been delivered when these or the most important parts thereof - all this to be assessed in reasonableness by Equans - have been installed at the agreed destination ready for operation. If the customer takes the goods in operation before the same would be delivered on the basis of the above provision, the goods shall be deemed to have been delivered the moment they are taken into use.
2. Equans reserves the right to deliver in parts, in which case such deliveries shall be deemed to have been made in accordance with the individual agreements.
3. The customer shall, within 8 days after having been informed of the opportunity to test or inspect goods, respectively, test or inspect these, respectively. If no tests or inspections, respectively, have been carried out by the customer within 8 days, the goods shall be deemed to have been approved.
4. If Equans has agreed to assemble the goods the customer shall enable Equans to take pre-tests, as well as enable Equans to make improvements and changes that are necessary in the opinion of Equans , after which Equans shall inform the customer of the

opportunity for a (re)test or (re) inspection, respectively. The previous paragraph shall apply to this (re)test or (re)inspection, respectively without prejudice.

5. If Equans has not agreed to assemble the goods, the goods shall be for the account of the customer after delivery as referred to in paragraph 1 of this article. If Equans has agreed to assemble the goods, the goods shall be for the account of the customer upon arrival of the goods at the specified place of delivery.

Art. 8 Reservation of title

1. All goods and materials delivered by Equans, shall remain the property of Equans until full payment has been made of everything due to Equans by virtue of the present agreement and/ or later, or earlier agreements of the same nature, such to include damages, costs and interest.

2. Without prejudice to the other rights accruing to Equans, it is irrevocably authorized by the customer to, if the latter has not or not timely performed his obligations towards Equans, confiscate the goods delivered by same (if necessary, after disassembly), without any notice of default or court intervention.

Art. 9 Assembly, revision, maintenance, repair, warranty or testing activities

1. In the event Equans personnel needs to carry out assembly, revision, maintenance, repair, warranty or testing activities to or in connection with the goods delivered on the destination, the customer shall ensure that Equans personnel can start and carry out such activities without delay.

2. In respect of the activities referred to in paragraph 1 the customer is obliged to supply the necessary auxiliary personnel on the agreed time as well as the necessary tools and equipment, auxiliary and company materials and facilities of the required quality. The costs thereof shall be for the account of the customer.

3. The customer shall ensure the timely provision of properly closeable and well-lit storage rooms for tools, goods, et cetera, for proper accommodation for the Equans personnel, such as eating, washing and sanitary facilities as well as all necessary safety provisions. The costs thereof shall be for the account of the customer.

4. The customer is liable for any and all damage occurred for whatever reason during the activities for Equans, its personnel or third parties, which have been contracted by Equans for the execution of the agreement with the customer and the personnel of said third parties.

5. Equans is entitled to refuse to carry out the activities as referred to in paragraph 1 if the facilities, as referred to in the previous paragraphs, found at the destination are not, in the opinion of Equans, in accordance with the applicable requirements.

Such refusal does not entitle the customer to any right for compensation of damage suffered or to be suffered by him.

6. Equans shall not be liable for the consequences of execution of the facilities referred to in the previous paragraphs by the personnel of the customer, such also if these provisions were made on the basis of data provided by Equans.

7. All damage and costs ensuing from delays in the activities as referred to in paragraph 1 which cannot be attributed to Equans shall be for the account of the customer.

The waiting hours caused by the delay shall be charged as working hours in accordance with the standard rate.

Art. 10 Warranty and complaints

1. Complaints shall be understood to mean all grievances of the customer with respect to the quantity, quality, finishing and/or soundness of the deliveries.

2. Complaints concerning defects discernable from the outside can only be validated if filed with Equans in writing and no later than at the test or inspection or - in the event no test or inspection takes place - within 14 days after delivery as referred to in article 7 paragraph 1. In the event this term is exceeded all claims against Equans in respect of said defects shall lapse.

Complaints concerning defects not discernable from the outside can only be validated if they are filed with Equans in writing and as early as possible, although no later than within 14 days after determination thereof - and no later than 14 days after the warranty period has expired. In the event this term is exceeded all claims against Equans in respect of said defects shall lapse.

3. In the event of complaints which Equans considers justified, it shall have the choice between a partial or full dissolution of the present agreement - without legal intervention - pro rata crediting, or free repair of the defects with due observance of the following paragraph. Equans shall be entitled to retract its choice at a later stage.

4. Goods transferred to a workshop or storage room to be designated by Equans for repair, adjustment or other activities, shall travel and remain there for the account and risk of the customer.

5. Any parts or materials to be repaired shall become the property of Equans and shall be returned to Equans by the customer at no cost, following the instructions thereto from Equans.

6. Complaints with respect to certain deliveries shall not suspend the payment obligations from the customer in respect of said delivery or other deliveries, nor shall it entitle the customer to settlement or compensation.

7. With due observance of the restrictions mentioned herein Equans warrants the soundness of the goods it has delivered and the materials used therefor.

a. The warranty shall only apply if the defects occur within 12 months after the delivery as referred to in article 7, paragraph 1 of these terms and conditions.

b. If the goods have been taken into use by the customer the warranty shall only apply for a period of 6 months after the day they were taken into use.

c. For compressors, however, the warranty for the aforementioned terms shall only apply for a maximum of 5000 working hours.

d. The warranty shall only apply in the event of defects which the customer can indicate were caused by faulty construction or faulty materials and occur during technically and operationally normal and expert use of goods and materials, under operationally normal circumstances and for the purpose they serve.

e. No warranty shall apply in the event of loss of fluid or for goods and materials delivered to the customer by Equans

f. The warranty for (parts of) goods not produced by Equans shall be restricted to the warranty Equans obtains from its supplier.

g. There shall be no warranty if the customer has been in default in the necessary maintenance of the goods delivered, or in the event activities have been carried maintenance out by other persons than Equans personnel on the machines delivered other than for the purpose of necessary maintenance.

h. There shall be no warranty for minor deviations considered acceptable in the field Equans is active in, or technically unavoidable, in the quantity, quality, finishing and/or soundness of the deliveries. Such a permissible deviation is, inter alia, a deviation of 5% in the agreed capacity.

i. There shall be no warranty on repairs or goods after repair.

j. There shall be no warranty in the event deviations in the quantity, quality, finishing and/or soundness of the deliveries are (inter alia) the result of an incorrectness in the design.

8. In the event the customer does not or not timely perform his obligations under the agreement concluded with Equans, all rights to warranty as referred to in this article shall lapse.

Art. 11 Liability and Indemnification

1. Equans shall only be liable for performance of its obligations in the event of and in such a way as provided in article 10. Every other liability for damage suffered indirectly or directly by the customer is excluded.

2. If Equans should nevertheless, for any reason whatsoever, be obliged to pay any damages, these damages shall never exceed an amount equal to the invoice value with a maximum of € 25,000.

3. The customer shall indemnify Equans, its personnel, or persons employed by or on behalf of same, for all claims of third parties for compensation of any damage suffered by them, caused by or related to deliveries from Equans.

4. Any means of defence Equans may extract from the agreement concluded with the customer in order to exclude its liability for behaviour of a subordinate of same or a third party contracted by same towards the contractor, may be invoked by the subordinate or third party towards the customer as if the subordinate or third party were party to the agreement.

5. All conditions which may be stipulated by third parties towards Equans can also be invoked by Equans towards the customer.

Art. 12 Force Majeure

Any circumstance which does not depend on the will of Equans, of whatever nature, even if the circumstance could have been foreseen at the time of the materialization of the agreement - as well as, insofar as not already included: -mobilization, war and threat of war, civil war, revolt;

- work strike, exclusion;

- transport difficulties;

- stagnation through hold-ups due to frost and other climatic influences;

- fire, explosion;

- other serious disruptions in the business of Equans;

- non- or non-timely performance of obligations by

third parties contracted by Equans for the execution of the agreement with the customer and/or on whom Equans is otherwise dependent for any reason whatsoever, as a result of which Equans cannot, or not without, in its opinion, burdensome extra effort and/or cost, deliver, shall be considered force majeure for Equans. In the event of force majeure Equans shall be entitled to cancel the agreement in full or in part, such by means of a single notification of the customer and without court intervention and without being obliged to pay any compensation for damages for any reason whatsoever.

Art. 13 Payment

1. Payments shall be made in accordance with the agreed payment scheme. If no payment scheme has been agreed upon, payments shall be made within 30 days after the invoice date.

2. If the customer fails to pay any amount owed by him he shall be in default without a further notice of default being required.

3. If the customer fails to pay any amount owed by him on time, he shall owe interest of 11/2% per month or part of a month in which he is in default as to the performance of his duties, as of the date on which he is in default in conformity with the stipulations of the previous paragraph.

4. In the event the customer is in default in respect of a payment owed by him to Equans all other amounts due to Equans has towards the customer shall be claimable immediately, without this requiring further notice of default. As from the day of claimability the customer shall owe an interest on all the amounts due to Equans which rate shall be as stipulated in the previous paragraph.

5. All costs incurred in and out of court in connection with the collection of any due amounts from the customer shall be borne by same. The out-of-court costs shall be deemed to be at least 15% of the due amount.

6. Equans shall, also if the customer has stipulated a credit, be entitled to request such surety as it considers to be adequate for the performance of payment obligations.

If said setting of surety is not complied with by the customer, Equans shall be entitled to suspend further performance of the agreement.

Art. 14 Right of retention and pledge

Equans is entitled to suspend the delivery of goods it holds for the customer in connection with the execution of the assignment it has been given until the amounts it may claim for any assignment from the customer have been paid. Through remittance by the customer to Equans the customer also grants a right of pledge to Equans on these goods for security of payment of any and all amounts due to Equans at that or a later time.

Art. 15 Rescission

1. In the event the customer does not or not properly perform his obligations, is declared bankrupt, requests (preliminary) suspension of payments, proceeds to liquidate its affairs, as well as if his capital is confiscated in part or in its entirety, Equans shall be entitled to suspend the execution of the agreement or to rescind the agreement in part or in its entirety without prior notice of default, such at its own choice and in each case without prejudice to any right accruing to it to payment of costs, damages and interests. In said events each amount due to Equans at that or any later time against the customer shall be claimable immediately, without a further notice of default being required.

2. The customer waives all rights to rescission of the agreement.

Art. 16 Disputes and applicable law

1. With respect to any and all disputes in connection with the quotations of, deliveries by, assignments to and agreements with Equans the competent judge in Rotterdam shall have exclusive competence, unless Equans should prefer the judge competent according to general rules of jurisdiction.

2. The relationship between the customer and Equans shall be governed by Dutch law.