

PON EQUIPMENT USED GENERAL TERMS AND CONDITIONS OF PURCHASE

I. GENERAL

These terms and conditions apply to all purchase orders, contracts and agreements ("Order") concluded between Pon Equipment Used ("Purchaser") and the vendor named ("Vendor"). The Order when accepted shall constitute, together with these general terms and conditions, the entire agreement between Vendor and Purchaser for the sale and purchase of the equipment ("Equipment") referred to in the Order. In the event of any conflict between the provisions in the Order and the General Terms, the provisions in the Order shall govern. Vendor shall furnish the Equipment in accordance with the Terms. In the event of any manifest errors in or inconsistencies between parts of the request for an offer, the Vendor must consult with the Purchaser before submitting the offer. Should one or more provisions from these general terms and conditions not be or not be entirely valid, the other provisions shall be fully maintained.

II. ORDER ACCEPTANCE

Requests for an offer will not be binding on the Purchaser and will be deemed to be merely an invitation to make an offer. By submitting an offer, the Vendor undertakes towards the Purchaser to provide the Equipment for a fixed total price or a fixed transfer price or variation thereof within the term stipulated for delivery. The offer will be valid for a term of 60 calendar days. The Purchaser will not reimburse any costs related to submitting an offer. An agreement will be concluded only if and insofar as the Purchaser accepts an offer by means of a written purchase order

III. CANCELLATION

Notwithstanding any provision to the contrary, and in addition to any other remedy which Purchaser may then have, Purchaser may immediately cancel the Order in whole or in part upon notice to Vendor if: (a) Vendor fails to deliver the Equipment in accordance with delivery schedule, mode of delivery or to place of delivery; (b) the Equipment as delivered do not meet the requirements set out in the Order; (c) Vendor fails to comply with any other Terms of the Order for any reason and without cause upon fifteen (15) days written notice by Purchaser; (d) a receiver or other similar officer is appointed over any or all of Vendor's property or assets or Vendor is or becomes bankrupt or insolvent; (e) Vendor merges with or is acquired by a third party; or (f) Vendor assigns or subcontracts the Order or any of its rights or obligations hereunder without the prior written consent of Purchaser. In addition, Purchaser may also cancel the Order for any reason and without cause upon fifteen (15) days written notice. Upon any cancellation of the Order without cause, Purchaser shall have no liability to Vendor beyond payment of: (a) any balance owed for any of the Equipment delivered to and accepted by Purchaser prior to Purchaser's notice of cancellation, and (b) where Vendor has incurred any direct costs prior to cancellation relating to fulfilling its obligations to deliver the Equipment, those direct costs which Vendor specifically incurred for the purposes of fulfilling its obligations under the Order prior to receipt of the notice of cancellation and which Vendor is not able to recover or mitigate in any other reasonable fashion. Upon any cancellation of the Order with cause, Purchaser shall have no liability to Vendor beyond payment of any balance owed for any of the Equipment delivered to and accepted by Purchaser prior to Purchaser's notice of cancellation. Except to the extent stated otherwise in the Order, cancellation or completion of the Order shall not affect the validity of any provisions that are, expressly or by implication, to survive or to take effect after such cancellation or completion.

IV. PRICE / PAYMENT

Unless expressly provided otherwise, all prices are firm and are not subject to adjustment by reason of any change in the costs incurred by Vendor. Except as may be otherwise provided in the Order, the price(s) contained in the Order shall include all applicable taxes or duties of any kind in effect on the date of the Order and Purchaser shall not be liable for any other costs or charges. Amounts payable to Vendor by Purchaser will only become payable after receipt of correct and approved invoices. Except as otherwise specified in the Order, Purchaser shall issue payment within sixty (60) days of its receipt of a correct and approved invoice.

The Purchaser is at all times authorised to set off any amount that it or legal entities or companies affiliated with it owe to the Vendor against any amount that the Purchaser can claim from the Vendor at any given time, whether or not such amounts are due and payable.

V. DISCOUNTS

If any discounts are offered for early payments and/or cash payments, the start date for calculating applicability of such discounts shall be the date that Equipment meeting the requirements of the Order are received by Purchaser at the destination designated in the Order.

VI. DELIVERY

Time is of the essence. Vendor shall notify Purchaser immediately if Vendor obtains knowledge of anything that will or could delay or prevent delivery of the Equipment in accordance with the Terms. The DDP point shall be as specified on the face of the Order. Vendor shall be responsible for obtaining adequate insurance coverage for the transportation and installation (if applicable) of the Equipment. Notwithstanding any inspection made prior to delivery to the DDP point, Vendor shall bear all risk of loss until final inspection for safety, performance and compliance with the requirements of the Order and acceptance of the Equipment by Purchaser at the DDP point. Equipment with concealed defects, damage or loss not readily visible or identified at the time of delivery or incoming inspections shall be subject to rejection by Purchaser, if made within a reasonable time after inspection. Failure of Purchaser to inspect and accept or reject Equipment shall not relieve Vendor from liability for Equipment that does not meet the requirements of the Order or from any consequences resulting from such deficiency. Vendor shall also bear all risk of loss with respect to any equipment rejected by Purchaser. Title to the Equipment shall transfer to Purchaser on acceptance.

If the Vendor exceeds any agreed delivery date, delivery dates or delivery term(s), the Purchaser will be entitled to impose a penalty on the Vendor, without any prior notice of default being required, equal to 1% of the price of the delivery for each calendar week or part of a calendar week that such a delivery date, delivery dates or delivery term(s) is/are exceeded, up to a maximum of 10%. Such a penalty will be immediately due and payable on the date on which it is imposed. The Purchaser's imposing, collecting or setting off such a penalty will not affect the Purchaser's right to claim specific performance, compensation and dissolution.

VII. DEFECTIVE EQUIPMENT/NON-CONFORMITY

If any of the Equipment as delivered is defective in material or workmanship or otherwise not in conformity with the requirements of the Order (including all applicable trade-inn conditions and all specifications at the time of inspection

by Purchaser), Purchaser shall have the right to either: (a) reject them and to return them at Vendor's risk and expense, including transportation both ways, (b) require their correction, or (c) retain the defective equipment, subject to an equitable deduction for the estimated difference in value as determined by Vendor and Purchaser, each acting reasonably, or failing agreement, by court procedure in The Netherlands.

VIII. LIABILITY/INDEMNIFICATION

Vendor agrees to indemnify and save harmless Purchaser, its employees, agents, successors and assigns, from and against any and all expenses, liabilities or other losses (including legal fees and costs, arising from or by reason of: (a) Vendor's breach of any of the Terms, (b) Vendor's acts, omissions or negligence, or (c) any actual or claimed infringement of patents, trademarks or copyrights, or misappropriation of trade secrets, relating to the Equipment, and in every case to defend any suits based thereon. The obligation to indemnify shall include claims and demands as a result of injuries to persons or property, by reason of, arising out of, or in any way related to, in whole or in part, the Equipment. If, as the result of any action or proceeding, the sale or use of the Equipment, or any of it, is enjoined by court order, Vendor shall, at its expense: (a) procure for Purchaser the right to continue using the Equipment, (b) replace or modify the Equipment with functionally-equivalent, non-infringing equipment (subject to Purchaser's approval and satisfaction), or (c) return the purchase price of any of the Equipment that Purchaser is unable to make use of due to the injunction. The indemnity for infringement set forth in this paragraph shall not apply to the extent that the claimed infringement arises by reason of the Equipment furnished being based on designs or drawings created by Purchaser.

IX. INSURANCE

Vendor shall procure and maintain, throughout the term of the Order, commercial general liability and/or product liability insurance with coverage in an amount which is the greater of the amount Purchaser shall pay Vendor for the Equipment and the amount reasonably requested by Purchaser.

X. WARRANTY

Vendor warrants that: (a) the Equipment will conform to the design specifications and drawings, samples or other descriptions referred to in the Order, generally published or otherwise provided to Purchaser; (b) Vendor has good title to the Equipment and has conveyed such title to Purchaser free and clear of all liens, security interests and encumbrances; (c) the Equipment is new, unless otherwise specified in the Order, and are free from defects in design, material and workmanship; and (d) unless otherwise notified in writing by Purchaser, Vendor shall correct, at Vendor's expense, all defects in the Equipment provided by Vendor and shall repair or modify or replace any Equipment which fails to perform as required. Such warranties shall survive any inspection, delivery, acceptance, or payment by Purchaser for the Equipment, and shall continue for a period equal to the longer of the date set forth in the manufacturer's warranty or one (1) year following date of delivery of the Equipment, unless otherwise specified herein. Such warranties shall be available to Purchaser, its successors and assigns.

XI. ASSIGNMENT OF RIGHTS

Vendor shall not delegate any duties nor assign any rights under the Order without the prior written consent of Purchaser and no such attempted delegation or assignment shall be binding on Purchaser.

XII. CHANGES

No changes to the Order can be made by Vendor unless authorized by Purchaser in writing. Purchaser may at any time, with written notice, make changes in the delivery schedules, drawings, quantities, designs and specifications. Purchaser may also make changes in the method of shipping or packing and place of delivery by any means of communication. If any changes requested by Purchaser affect the cost or the delivery schedules of the Order, an equitable adjustment shall be made, provided that Vendor makes a written claim therefore within fifteen (15) days from the date of Purchaser's written notification and Purchaser agrees to the claim.

XIII. OWNERSHIP AND RISK

The ownership of the goods, materials and parts will be transferred to the Purchaser at the time of delivery. In the event that payment has been made in advance, the ownership of the goods, including materials and parts, will be transferred to the Purchaser as soon as the Purchaser owes the first payment. The risk in respect of the goods will be transferred to the Purchaser at the time of delivery or at the time at which they are delivered in working condition, if applicable. The Vendor will immediately inform the Purchaser in writing if the goods to be delivered by the Vendor are subject to any right other than the right of ownership. The Purchaser does not accept any retention of title by the Vendor.

XIV. GOVERNING LAW

The Order shall be interpreted according to and governed by the laws in force in The Netherlands. Vendor agrees that any litigation between the parties arising out of or in connection with the Order shall be instituted and take place only in the Courts of Amsterdam, The Netherlands. Vendor consents to the personal jurisdiction of such Courts over Vendor for all purposes.