

## GENERAL CONDITIONS OF SALE

### Article 1: Obligations

- 1.1 These terms and conditions for the performance of work, sales and delivery and service provision govern every legal relationship between the private company with limited liability Logisticon Water Treatment BV, or any of its affiliates, (hereinafter Logisticon) and its counter party, hereinafter referred to as the Client.
- 1.2 These terms and conditions apply to all offers and agreements related to Services, including research and advice, hereinafter referred to as "Services".
- 1.3 These terms and conditions apply to all offers, agreements of sale, the delivery of products and installations, work undertaken, including acceptance of work, along with related deliveries of materials and also where possible on other types of mixed agreements.
- 1.4 The summary provided under Article 1.3 shall be referred to individually and collectively, as "Items".
- 1.5 The terms and conditions of the Client or deviations from these terms and conditions can only be invoked by the Client if such has been explicitly accepted by Logisticon in writing. Any conditions imposed by the Client are hereby expressly rejected. The parties declare that these terms and conditions also apply to agreements concluded between them in the past or to be concluded in future.

### Article 2: Agreements and offers

- 2.1 All quotations made by or on behalf Logisticon are made free of obligation, unless expressly agreed otherwise. The contract shall come into force - irrespective of whether a written offer was provided - when an order is confirmed in writing by Logisticon or when it is effectively implemented.
- 2.2 Oral agreements and clauses shall only be binding towards Logisticon after they have been confirmed in writing by persons authorised for this purpose at Logisticon.
- 2.3 Drawings, calculations, systems, methods, diagrams, examples, equipment used and other resources shall remain the property of Logisticon at all times and shall not be disclosed by the Client to third parties or made available to them without the prior written approval of Logisticon, on pain of a forfeiture of € 25,000 in favour of Logisticon per violation.
- 2.4 All information contained in brochures or advertising material related to Logisticon are free of obligation and subject to change. Logisticon cannot guarantee absolute accuracy, completeness or timeliness of relevant information. The Client cannot derive any rights from pre-printed product information or inaccuracies they may contain.

### Article 3: Implementation term

- 3.1 Any implementation term specified by Logisticon or as agreed to in writing with the Client shall apply as an approximate term and shall therefore never be conceived as fatal. If the work should not be completed within the stated term - for any reason whatsoever - the Client should state a reasonable alternative term in writing for fulfilment. Contracts can be completed in parts. Logisticon shall never be obliged to pay compensation for any delay.
- 3.2 The Client is obliged to allow Logisticon to implement its work during intervals as specified in advance and under appropriate conditions. Should the Client remain in default after being informed of same in writing, Logisticon shall be entitled to terminate the agreement with immediate effect and/or to claim compensation for damage.
- 3.3 In the event that Logisticon should decide not to dissolve the agreement, but instead insist on compliance with the agreement, then deliverables shall be deemed to have been received following notification and the Client shall be obliged to settle the purchase price as stated on the invoice. If required any Items can be stored at the risk and expense of the Client.
- 3.4 The delivery term shall run from the most extensive term, being:
  - the date of the written order confirmation;
  - the date of disbursement of the first deadline for payment;
  - the date of receipt of the required items and the technical documentation provided by the Client and information and/or securities.
- 3.5 Logisticon is authorised to require sufficient security or advanced payment from the Client before commencing work, before supplying any Items and/or Services or before continuing with same. If this should not be provided within a reasonable term, Logisticon shall be authorised to extend the delivery term by the same period over which the Client remains in default. Any costs related to suspension shall be borne by the Client. With partial fulfilment each performance shall be viewed separately and invoiced accordingly.
- 3.6 If the Client should fail to provide sufficient security or payment following a request to this end Logisticon shall be entitled to terminate the agreement without the Client or its affiliates having any recourse to compensation for damage.

### Article 4: Obligation to provide information

- 4.1 The Client is obliged to provide Logisticon in writing with all information and instructions known to it or that it could reasonably be expected to be familiar with that could be considered important for proper delivery of Services and/or Items, even when no request to provide the same has

been made and before commencement and implementation of the Service and/Items.

- 4.2 The Client shall be liable towards Logisticon for any adverse impact resulting from seemingly incorrect, inaccurate or incomplete instructions or information provided by the Client.

### Article 5: Changes to an order

- 5.1 Except in the event of additional work - see the definition below - any amendment or addition to any stipulations contained in the agreement and/or these terms and conditions shall only be accepted when agreed to in writing.
- 5.2 If an amendment or addition as described above should occur, such shall only apply to that individual agreement, unless otherwise agreed.

### Article 6: Carrying out the work

- 6.1 Logisticon is entitled to carry out the work at its discretion, unless it is agreed to that the Client or a party acting on behalf of the Client must provide guidance with the implementation of certain activities, or if the agreement should stipulate otherwise.
- 6.2 The Client is obliged to provide its full cooperation to Logisticon and at its own expense and at its own risk as required during implementation of the work, including availability of staff, storage space, parking space and good access roads.
- 6.3 Work shall in principle only commence after an agreement has been concluded in the form of an order confirmation signed by or on behalf Logisticon, in accordance with Article 2 of these terms and conditions, and if Logisticon has access to all of the documentation, permits, waivers, approvals and/or allocations required for implementation and, where applicable, only if Logisticon has received advance payment as agreed to.
- 6.4 If research and advice are required advisory and investigation reports shall be prepared in duplicate. Analysis results consist of an outlined profile, as well as a description of the findings. The results of laboratory investigations shall be presented in the form of numbers, contained in tables and/or graphs. Any measurements related to the quality of relevant substances shall be listed separately.

### Article 7: Information required

- 7.1 The Client shall provide Logisticon without any delay with any drawings and other information required related to the assessment and/or implementation of a project.
- 7.2 The Client is responsible for the information it provides, including that related to the history of the water or soil, and with regards to the research material and the use of the area under investigation. The Client is responsible for any obstacles that may be present on the terrain.
- 7.3 If the Client should fail to adhere to the afore-mentioned obligation to provide information, any additional expenses and any disadvantage suffered as a result shall be borne by the Client. The quoted price for a project is based on a clear situation, full cooperation provided by the Client and normal conditions which can be expected during the implementation of such a contract.

### Article 8: Additional work

- 8.1 Any form of additional work that may be required shall be charged separately, with due consideration of the following, even when a fixed price has been agreed to.
- 8.2 Additional work is understood to include the following:
  - where the Client requires additions and/or changes to the agreement and Logisticon is of the opinion that such Services and/or Items is additional;
  - where Logisticon should foresee or recommend additions and/or changes to the Services and/or Items agreed to, either because of the nature of the Items or requirements for professional project implementation, or whether based on new and/or revised technical insights or government regulations, or due to shortcomings on the part of the Client, which requires additional work.
- 8.3 Where Logisticon anticipates the need for additional work, the Client shall be informed without delay and an explanation shall be provided on the result of the implementation of the additional work, including the price and completion term.
- 8.4 The Client shall be deemed to have accepted and agreed with the implementation of the additional work, including the related costs and other consequences, unless the Client expressly noted its objection, i.e. within two days after receiving the notification as described. Logisticon shall in such an event be entitled to postpone implementation of the additional work until an agreement or solution has been reached between the parties.

#### Article 9: Warranty

- 9.1 In general Logisticon shall employ its best efforts with the delivery of Items and/or Services in order to comply with the agreement and any other reasonable requirements of reliability. Logisticon shall conform to all written quality requirements and procedures; the Client is also obliged to comply with the same.
- 9.2 Shortcomings resulting from careless or improper use or modifications applied by the Client to the treated location or projects shall not be covered by the warranty.
- 9.3 Logisticon does not accept any liability in the event of Services provided by third parties, work done by or on behalf of the Client or consultancy work or complaints related to events outside of the control of Logisticon.
- 9.4 If Logisticon should deliver products or materials to the Client that Logisticon in turn received from a supplier, Logisticon cannot be held liable for a more extensive guarantee or liability with respect to the Client than Logisticon can claim from its supplier.

#### Article 10: Price and payment

- 10.1 The agreed price is denominated in Euros and exclusive of value added tax. Prices are always based on price-forming factors that are known at the time of the offer. Logisticon is entitled to change its prices due to factors such as an increase in raw material costs, import duties, taxes or exchange rates.
- 10.2 All payments must be received within 30 days of the invoice date to the account as designated by Logisticon. Payment shall be made without any discount, deduction or set-off by the Client. The Client shall under no circumstances be entitled to suspend its payment obligations, even in the event of a defect or shortcoming in the service provided by Logisticon.
- 10.3 If the Client should fail to settle the amount due on time, he/she shall be liable to pay interest of 1.5 percent per month, calculated from the date of invoice, whereby a portion of a month shall count as a whole month. The Client shall furthermore be liable for any additional extrajudicial and preliminary legal expenses, which shall amount to at least 15% of the total claim amount, but with a minimum amount of €250 per event.
- 10.4 Any payment made shall first of all be applied to settle accrued interest and collection costs, after which any remaining amount shall be used to settle the invoice that has been outstanding for the longest period of time. Logisticon is entitled to suspend its obligations for a period equal to the period that the Client should fail to adhere to its payment obligations.
- 10.5 Any claim against the Client shall become payable immediately and in full, including interest, costs and any other invoices that are not due yet, in the event of any attributable default on the part of the Client, due to any default that has already come into effect, when the Items are seized or when suspension of payment obligations has been requested or if the Client has been declared bankrupt. The Client shall then legally be deemed to be in default, regardless of previous term agreements.
- 10.6 In the event of late payment, including the conditions stated above, Logisticon shall be authorised to suspend implementation of the agreement or to suspend it in part, without being liable for compensation.

#### Article 11: Retention of title

- 11.1 Any item that has been delivered or that will be delivered by Logisticon shall remain the property of Logisticon until the Client has met its payment obligations in full with respect to that item. If Logisticon should perform any work for the Client in terms of a purchase agreement, the retention of title shall also apply to that work until the Client has met its payment obligations in full. Retention of title in favour of Logisticon shall also apply to the Client if the Client should be in default in one or more of its obligations towards Logisticon.
- 11.2 The Client is obliged to provide its cooperation with any measures Logisticon should take to protect the Items delivered and/or its property right on the items.
- 11.3 If a third party should seize Items delivered under retention of title or if it is required to establish or assert such right on delivered Items, the Client is obliged to inform Logisticon of such in writing without delay.
- 11.4 The Client is not entitled to encumber Items with any rights, to sell these Items or to make them available to a third party in any other manner while the retention of title applies. For as long as the Items delivered are subject to retention of title, the Client shall only be entitled to adapt or process the delivered Items during the normal course of its business. The Client is not authorised to pledge any Items that fall under the retention of title or to encumber these Items in any other manner. After processing or adaptation of Items, Logisticon shall remain the owner or joint owner of the resulting product and the Client shall automatically be obliged to store the Items on behalf of Logisticon.
- 11.5 If, notwithstanding the aforementioned provisions, Logisticon should not be able to obtain ownership of the product produced, the Client shall, upon first request by Logisticon, provide cooperation required to establish a possessory pledge (in preventative instances partly attributable to other holders) on the relevant products, to the benefit of Logisticon.
- 11.6 Logisticon is irrevocably authorised, without having to serve any notice to this effect, to remove products encumbered by retention of title or to have them removed from its current location if the Client should fail to fulfil its payment obligations or if Logisticon should have good reason to fear that the Client will fail to meet those obligations and the Client is unable to provide adequate security.
- 11.7 If Logisticon should take back Items delivered, the Client shall be credited with the purchase price of the items. Logisticon is entitled to

deduct an amount to be determined at its sole discretion for any actual costs it may have incurred or damage it may have suffered, without prejudice to any other rights Logisticon may have to claim compensation for damage incurred.

#### Article 12: Confidentiality

- 12.1 The Client undertakes absolute secrecy towards any third party within the legal relationship with regards to information used and any other company information or knowledge of Logisticon, irrespective of whether such is obtained directly or indirectly from Logisticon.
- 12.2 The Parties shall also respect confidentiality towards each other with regards to product technical or technical information and their staff shall also be obliged to this end. Both parties shall refrain from disclosing such information to third parties or to make it available in any other manner, other than for achievement of the purpose for which it was intended.

#### Article 13: Intellectual property rights

- 13.1 Any intellectual property right (including, but not limited to copyrights, patents, know-how and trade secrets) in respect of Items (including: products, systems, materials) and/or Services provided by Logisticon to the Client or that is made available in any other manner (such as: Annexes to the Agreement, prototypes or samples, software, drawings, technical drawings and calculations, as well as specifications and algorithms that the Client provided or that the Client had prepared, etc.) including consequential and related results (including derivative works thereof) shall be held exclusively by Logisticon or its suppliers and/or licensors, and where proprietary rights are held by Logisticon, Logisticon shall be allowed to use it for any purpose it may deem fit. The Client shall only obtain the right of use where such right is expressly granted to him/her, unless expressly agreed otherwise in writing either by or on behalf Logisticon and the Client.
- 13.2 The Client undertakes to return any documents provided to him/her in terms of the above to Logisticon no later than at the end of the agreement term.

#### Article 14: Safety and environmental regulations

- 14.1 The Client shall observe all requirements related to working conditions, safety and the environment, as well as any other regulations and instructions or directions, including those of Logisticon, that may be imposed by the government and relevant authorities resulting from the contract awarded to Logisticon.
- 14.2 The Client indemnifies Logisticon from any liability in the event of any breach by the Client or third parties of the obligations, legal and otherwise, as stated above.

#### Article 15: Deficiencies

- 15.1 The Client bears the risk of deficiencies or misunderstandings regarding textual content and implementation of the agreement; this shall apply at any rate where caused by incorrect or incomplete specifications provided to Logisticon or late provision of same or any other relevant announcements.
- 15.2 Any irregularities attributed to technical means used for this purpose, e.g. telephone, fax, electronic mail or comparable transmission media, shall always be at the risk of the Client. The Client cannot hold Logisticon liable for any alleged damage caused.

#### Article 16: Liability and indemnification

- 16.1 Except in the event of intent or gross negligence on the part of Logisticon or its managerial staff, Logisticon cannot be held liable for any direct or indirect damage to the Client or third parties. Indirect damage includes consequential damage, immaterial damage, company or environmental damage.
- 16.2 Except in the event of intent or gross negligence on the part of Logisticon or its managerial staff, any liability on the part of Logisticon towards the Client for any reason whatsoever shall in any event be limited to the amount paid out to Logisticon by the insurer for the relevant event. If the insurer should not provide any coverage for any reason whatsoever, liability shall be limited to 5% of the agreed net (assumed) price, except in the event of intent or gross negligence. A sequence of events shall count as a single event.
- 16.3 Any claim against Logisticon, with the exception of events recognised by Logisticon, shall expire six months after the claim arises.
- 16.4 In the event of non-compliance with the agreement, the Client shall be liable to pay for any damage caused against Logisticon, its employees or any third party engaged by Logisticon for the purpose of implementation of that agreement.
- 16.5 Except in cases of intent or gross negligence on the part of Logisticon or its managerial staff, the Client indemnifies Logisticon, its employees or any natural or legal person engaged by Logisticon for the purpose of implementation of the agreement, against any liability towards third party claims, on any basis whatsoever, in respect of compensation for damages, costs incurred or interest accumulated by or otherwise related to the products and/or activities performed by Logisticon.
- 16.6 Liability restrictive clauses or liability excluding clauses that may be invoked against Logisticon by third parties can likewise be invoked by Logisticon against the Client.

- 16.7 Any defence that Logisticon can derive from the agreement to avert its liability may also be invoked by its employees and other legal or natural entities engaged by Logisticon for purposes of implementation of the agreement, which shall apply to those parties as if they were a party to the agreement.

**Article 17: Force majeure**

- 17.1 In the event of a situation of force majeure - therefore a situation that prevents implementation of the agreement and that cannot be attributed to either of the parties - the agreement shall be suspended or terminated, at the discretion of Logisticon, which shall be announced in writing, along with a reasoned explanation. Upon dissolution no obligation shall arise with regards to damage incurred, except for payment on the part of the Client in favour of Logisticon for actual expenses incurred.
- 17.2 If Logisticon should already have complied with a part of its obligations at the time of the occurrence of the force majeure event, or if it is only capable to meet a part of its obligations, Logisticon shall be entitled to charge separately for the work already completed or to be completed. The Client shall be obliged to settle the invoice as if it were a separate contract.
- 17.3 An incident shall be considered to be force majeure if implementation of the agreement is prevented due a threat of war, war, unrest, fire, water damage, floods, strikes, sit-ins, import or export restrictions, government measures, defective machinery, a disruption in the power supply or a disruption in the delivery of material from a third party.

**Article 18: Cancellation**

- 18.1 If the Client should wish to cancel the agreement due to unequivocal reasons, the Client shall in any event be obliged to pay compensation in favour of Logisticon for costs incurred related to material ordered or that still has to be collected, processed or adapted, as well as compensation for any damage incurred by Logisticon in connection with the cancellation, which is fixed in advance at 25% of the invoice amount, subject to all rights that Logisticon are entitled to for additional and full compensation.
- 18.2 In the event of cancellation the Client shall borne any costs involved with cancellation and losses due to exchange rates, while also indemnifying Logisticon against any potential claims from third parties.

**Article 19: Joint and several liability**

- 19.1 In the event of an agreement between Logisticon and two or more other contracting parties, the Clients are both jointly and severally liable for the complete fulfilment of all obligations, including financial obligations, arising from the agreement.

**Article 20: Disputes**

- 20.1 The agreement between the parties, including these terms and conditions, are governed exclusively by Dutch Law.
- 20.2 Any disputes arising from an agreement or these terms and conditions shall be decided upon by the competent court in Rotterdam, subject to appeal and cassation, with the proviso that Logisticon shall be entitled to enforce purely financial claims in an alternative manner.

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