

1 Definitions

In these General Terms and Conditions of CSN Group B.V., the following terms have the definitions as stated below:

CSN: Any entity belonging to CSN Groep B.V. that uses these General Terms and Conditions.

Tailor-made software: All computer software and accompanying documentation insofar as this has been developed specifically for the Client, such as custom ising, macros, etc.

Client: The party to which CSN has made an offer or with which is has entered into an obligation.

Agreement: Any oral or written agreement entered into between CSN and the Client.

Software: Computer software comprising a series of instructions or databases in a form that can be read by a computer, as well as any corresponding documentation, including any subsequent or new versions issued by CSN.

Loss: Injury, damage to property and (pure) financial loss. '(Pure) financial loss' includes, but is not limited to, loss of income, loss of profits, lost savings, loss of goodwill, loss of revenue and loss caused by business stoppage.

Standard software: All computer and corresponding software which has not specifically been developed for the Client.

2 General and applicability

- 2.1 These General Terms and Conditions are available in English and Dutch language versions. In the event that they are inconsistent, then the Dutch text shall prevail.
- 2.2 These General Terms and Conditions shall be applicable to all offers made and agreements entered into for the supply of goods or services of any kind by CSN to the Client. The terms of these General Terms and Conditions may only be excluded if this has been specifically agreed in writing.
- 2.3 All offers made by CSN shall be free of obligations unless specifically indicated otherwise in writing.
- 2.4 No General Terms and Conditions of Purchase nor any other General Terms and Conditions used by a Client shall be applicable. Any signature by CSN of a Client's documents to which such General Terms and Conditions apply shall not be construed as a specific written acceptance as referred to in article 2.2 above.
- 2.5 The Client shall not be entitled to assign its agreements with CSN either wholly or in part to any third party, without the prior written consent of CSN. CSN reserves the right to assign its obligations arising from the agreements with a Client to other enterprises, whether or not they form part of CSN. If CSN does so, it shall inform the Client in writing.

3 Prices and rates

- 3.1 Unless explicitly stated otherwise in writing, all prices and rates are exclusive of VAT, special or additional import duties, clearance duties and other government-imposed taxes.
- 3.2 In the absence of a specific arrangement, CSN is entitled to adjust its prices and rates with effect from 1 January.
- 3.3 All prices and rates are based on wages and salaries, freight charges, exchange rates, import and export duties, taxes, etc. applicable on the date the agreement was entered into.
- 3.4 All prices and rates apply exclusively to delivery in the Netherlands.
- 3.5 In the event that the items listed in articles 3.1 or 3.3 increase, CSN shall be entitled to raise the agreed prices and rates by the increased amount and pass these charges on to the Client.

4 Invoicing and payment

- 4.1 Unless specifically agreed otherwise in writing, invoices shall be made out as follows: 50% at the time an agreement is entered into and the remaining 50% upon delivery.
- 4.2 In the absence of any specific arrangements, the Client must settle invoices within fourteen (14) days of the invoice date.
- 4.3 If the Client fails to pay amounts due within the agreed period, the Client shall owe the European (ECB) statutory commercial interest from the due date, without notice of default being required. In the event that the Client fails to make payment after notice of default has been issued, CSN shall be entitled to charge the Client all extra-judicial and judicial costs incurred for the purpose of collecting the claimable amounts. This also applies with regard to (all) lawyer's fees and costs for other

relevant assistance. Such entitlement is without prejudice to the right of CSN to suspend its obligations until payment is made.

5 Delivery periods

- 5.1 All periods, including delivery periods, referred to by CSN shall be established to the best of its knowledge based on the information known to it at the time the agreement is entered into. They shall be observed as closely as possible. A single incidence in which any of these periods are exceeded shall not constitute default on the part of CSN. CSN shall not be bound to periods (including delivery periods) that can no longer be adhered to due to circumstances arising after the agreement was entered into.
- 5.2 In the event that any such period (including delivery period) is exceeded, the Client shall at no time be entitled to damages, dissolution of the agreement or have the right not to observe obligations arising from this or any other agreement.

6 Risk

- 6.1 Goods shall be delivered in the manner specified in the agreement.
- 6.2 The Client must take receipt of the goods, failing which CSN shall be entitled to keep or store the goods on its own premises or on premises of third parties at the expense and risk of the Client and/or sell the goods (or arrange for their sale) at the expense and risk of the Client. All costs and damage suffered in this respect as well as with regard to any repeated delivery shall be borne by the Client.
- 6.3 The Client must immediately notify the carrier upon its arrival of any transport damage or defects by making a note on CSN's packing slip. The Client shall comply with any instructions issued by CSN or the carrier regarding this matter. If the Client fails to observe this stipulation, or if it neglects to make a note on the packing slip, the risk of damage (including transport damage) and loss shall be borne by the Client. CSN shall not accept any complaints in this regard.

7 Complaints

- 7.1 Complaints about defective goods must be communicated in writing to CSN immediately, or in any case within seven (7) days after the Client discovers or reasonably could have discovered any defect. The defect must be described in the greatest possible detail, enabling CSN to respond adequately. Silence on the part of the Client for the period of these seven (7) days shall constitute approval of the goods delivered.
- 7.2 Even in the event that the Client reports any defect in due time, its obligation to receive and pay for the goods shall nevertheless remain in force.
- 7.3 Any complaint about defects submitted by the Client shall cease to apply (3) months after such complaint is rejected in writing by CSN, if the Client has not responded to this rejection.
- 7.4 Goods delivered may only be returned, for any reason whatever, after CSN has given specific prior consent in writing and issued shipment instructions.

8 Retention of title

- 8.1 All goods delivered shall remain the property of CSN until the Client has fully met its payment obligations regarding the goods delivered (or yet to be delivered) or activities performed (or yet to be performed) pursuant to the agreement, and has also fully met any demands arising from any failure to observe such agreements, which agreements shall include the amounts meant in article 4.
- 8.2 Without CSN's cooperation, the Client is not authorized to transfer the ownership of goods that have not been paid for in full to third parties, other than for purposes of normal processing or business operations in accordance with their designated use, or through any agreement or act to pledge goods to third parties, or in the broadest sense of the word to furnish security to third parties. In the event of any breach of this

- stipulation, the sale price will immediately be payable in full, without prejudice to CSN's rights by virtue of its retention of title and without prejudice to any other rights laid down in article 8.
- 8.3 If the Client fails to meet its obligations or if there is a well-founded fear that it will not do so, CSN shall be entitled to remove (or arrange removal of) goods to which the retention of title referred to in article 8.1 applies from the Client or from third parties holding the goods for the Client. The Client shall be obliged to cooperate fully in this regard, or shall be liable to pay a penalty to CSN of 10% of the amount due per day, with a minimum of EUR 500 per day, or, at the discretion of CSN, an amount equivalent to the decrease in value of the delivered goods resulting from factors including depreciation and obsolescence during the period that CSN does not have the goods at its disposal.
- 8.4 The Client must cooperate with all reasonable measures that CSN wishes to take in order to protect its ownership right to the goods.
- 8.5 The Client undertakes to insure and keep insured the goods that are subject to the retention of title clause, at their replacement value, which insurance shall cover fire, explosion, water damage and theft. In this regard the Client must make the insurance policies and proofs of payment available for inspection on demand by CSN. Failing this, CSN shall have the right to pay the premiums itself and to recover these costs from the Client, without prejudice to all CSN's other rights to claim damages.
- 8.6 In this regard the Client is also obliged to inform CSN immediately:
- if a petition is submitted to any District Court – by the Client or any other party – for a liquidation order applicable to the Client, or a (provisional) extension of a moratorium by the Client, or if the Client offers its creditors a scheme for meeting its liabilities;
 - if the delivered goods, equipment and/or software or any other asset belonging to the Client are attached by garnishment, and if for any reason third parties believe they can exercise claims on the delivered goods, equipment and/or software, and if third parties take or threaten to take measures as a result of which the delivered goods fall outside (or are at risk of falling outside) the control of the Client;
 - if the Client discontinues its business /enterprise, either wholly or in part, or moves it abroad;
 - if – in the event that the Client is a legal person or company – one or more partners resign from the Client's business, the Client's articles of association and/or standing rules are amended, or the Client decides to dissolve or wind up the business. The Client shall also provide all information and cooperate to the extent deemed necessary by CSN for it to be able to exercise its rights under the agreement.
- 8.7 In the event of any occurrence described under points (a) to (d) of paragraph 8.6 above, the Client shall take all measures necessary to enforce CSN's rights to the delivered goods, equipment and/or software at its own expense. In particular, the Client shall inform third parties, who believe they can exercise any claim to the goods, equipment and/or software, or who threaten in any way to impair the Client's and/or CSN's free disposal of the goods, equipment and/or software, about the agreement existing between the Client and CSN, and furthermore about CSN's rights (including ownership right) to the delivered goods, equipment and/or software.
- 8.8 If the Client fails to fulfil the obligation(s) specified in 8.7, CSN shall be entitled without prior discussion with the Client and at the expense and risk of the Client to take any measures deemed necessary by CSN to enforce its rights with regard to the delivered goods, equipment and/or software.
- 8.9 Unless absolutely dictated otherwise by the nature of the goods, the Client is prohibited from altering or processing them, on penalty of its being liable to immediate and unconditional payment to CSN of a penalty of EUR 10,000.00 for each breach and of EUR 2,500.00 for every day of any continued breach, without prejudice to CSN's right to claim damages in full.
- 8.10 If, following CSN's permission granted in advance, the use of products results in a new business, the Client shall act as holder of the business only on behalf of CSN, until all payments owed in that connection have been settled.
- 9 The products and services of third parties**
- 9.1 If and insofar as CSN supplies or makes available products from third parties to the Client, such products shall be subject to the general terms and conditions of such third party, to the exclusion of the provisions of these General Terms and Conditions. The Client accepts such third party's terms and conditions which CSN shall make available for inspection by the Client and send a copy to the Client on request.
- 9.2 If and insofar as the said third party's terms and conditions are deemed for whatever reason not to apply to the legal relationship between CSN and the Client, or are declared invalid, the provisions of these General terms and Conditions shall apply.
- 9.3 The liability of CSN for products and services of third parties shall not in any case exceed such sums as are recoverable from such third party.
- 10 Software, intellectual and industrial property rights**
- 10.1 The Client is not permitted to transfer, cede to third parties under any title whatever or allow third parties to use standard and/or tailor-made software made available and delivered by CSN.
- 10.2 The right to use the standard software made available and/or delivered by CSN to the Client is non-exclusive and non-transferable. The right of use is limited to the Client's use of the software for its own purposes in connection with the processing unit defined in the agreement. In the event of a failure, the software may temporarily be used in another processing unit. Any expenses incurred in this connection shall be borne by the Client.
- 10.3 Material in which CSN has a copyright may only be copied for archiving purposes, to replace a copy that is no longer usable, or ascertain a programming fault. 'Copying' these materials onto any media whatever for any purpose other than the one indicated above shall not be permitted. In this regard the Client shall only be permitted to make two (2) copies of the standard and/or tailor-made software in order to replace any original software that has become unusable.
- 10.4 All intellectual property rights to standard and/or tailor-made software delivered or made available by CSN to the Client are vested exclusively in CSN or its suppliers or licensors, except in the event and to the extent that it is explicitly agreed otherwise in any document signed by CSN and the Client.
- 10.5 CSN is permitted to take and maintain technical measures to protect its intellectual property rights. The source code shall not be made available to the Client.
- 10.6 It is not permitted to alter or remove any designation indicating copyright, trademarks, trade names or other intellectual or industrial property rights from the goods, software, equipment or materials, or to remove or bypass any security features incorporated in the software by CSN.
- 10.7 CSN indemnifies the Client against any third-party claim regarding infringement of intellectual property rights in the Netherlands of products made available or delivered by CSN to the Client if these have been developed or created by or on the instructions of CSN. In the case of products created by or on behalf of CSN, CSN shall compensate the Client for the assessed costs and damage. The aforementioned obligations on the part of CSN shall apply on the conditions that the Client immediately informs CSN in writing about the claim and refrains from putting up any defence or adopting any position on the matter concerned. If products are the subject of such claims or if CSN is of the opinion that this may be the case, CSN can, at its own expense choose either to acquire for the Client the right to continue making use of the products in question, or to replace or alter the products in such a way that the infringement is terminated, or to withdraw the products in question and credit the Client for the price paid to CSN upon deduction of a linear depreciation of 20% per year. If CSN replaces or alters the products, it must

ensure that the equivalent functionality is safeguarded. The said obligations on the part of CSN shall not apply if the claims or infringements are the result of any linkage to or use of products not developed or made available by CSN or that are the result of inexpert use on the part of the Client. Nor shall the said obligations apply if the claims or infringements are attributable to work or information made available by the Client to CSN. In such cases the Client shall be bound to CSN under the same terms, mutatis mutandis, set out in the first two sentences of article 10.7. Article 16 (liability) of these General Terms and Conditions shall remain in full force.

11 Installation and/or implementation

- 11.1 CSN shall limit itself to the installation or implementation of the products supplied by CSN and/or the products covered in the agreement, unless specifically agreed otherwise in writing.
- 11.2 The Client shall at all times provide CSN with all data or information that is useful or necessary for the proper execution of the agreement and provide full cooperation. In the event that employees of CSN perform activities on the site of the Client, the Client shall provide those employees the facilities reasonably required by them at no cost.
- 11.3 If it is agreed that the Client shall provide software, materials or data on information carriers, they shall meet the specifications necessary in order to perform the activities.
- 11.4 If CSN does not have the data available needed for the execution of an agreement, or the data are not available in due time or in accordance with the arrangements, or if the Client fails to fulfil its obligations in any other way, CSN shall be entitled to suspend execution of the agreement and charge for the expenses thus incurred in line with its normal rates. In this respect it is specifically agreed that time spent waiting shall also be invoiced if CSN is not immediately able to commence work or if it is unable to work uninterruptedly.
- 11.5 A representative of the Client shall be present while employees of CSN are performing activities on the site of the Client. The Client shall warn CSN in advance if products and/or goods are to be used in an environment that could constitute a health or safety risk to CSN employees or third parties engaged by CSN. In such cases CSN can request the Client to carry out the works itself under CSN's supervision and/or decide to suspend the works until the possible risk has passed and/or cancel the instructions without any incurring any obligation to pay damages.
- 11.6 Completion of the work to be carried out shall entail actual completion and delivery to the Client. If, through no fault of CSN, a component cannot be supplied at the same time as completion of the entire work, completion shall nevertheless be possible.

12 Guarantee

- 12.1 With regard to the guarantee issued by the relevant manufacturer on hardware/and or software supplied but not developed, manufactured, installed and/or implemented by CSN, CSN accepts no liability nor any other form of (guarantee) obligation. In this connection CSN explicitly refers to the specific guarantee terms issued by the manufacturer in respect of such goods.
- 12.2 No guarantee nor any additional guarantee shall apply to goods supplied and developed, manufactured, installed and/or implemented by CSN other than that specifically stated in the agreement with CSN.
- 12.3 CSN shall not furnish any guarantee for tailor-made software it supplies unless specifically agreed otherwise.
- 12.4 CSN excludes other guarantees, in particular ones that cover suitability for commercial use and suitability for certain purposes.
- 12.5 The guarantee clause shall not apply to defects or failures due to external causes such as viruses, short circuits, incorrect mains voltage, an unfit working environment, or, with reference to the terms of article 11.1, products not supplied, installed or implemented by CSN, or if circumstances apply that are imputable to the Client, or for normal wear and tear or abnormal usage and/or for used goods and parts that come into direct contact with chemicals. Nor shall the guarantee apply in the event that the Client does not use the goods supplied in the correct manner or uses or maintains them improperly, fails to comply with instructions, or causes failures through its own actions.

13 Training courses, cancellation

- 13.1 Depending on the point in time when a training course is cancelled by the Client, the following costs shall be charged by CSN: no later than two (2) weeks before the planned commencement date, no charges shall be made; less than two (2) weeks but more than one (1) day before the planned commencement date 50% of the course fee; within one (1) day of the planned commencement date 100% of the course fee.
- 13.2 CSN is entitled to cancel training courses if it has serious reasons to do so, including illness of or cancellation by a relatively large number of trainees, or if the trainer is unable to attend. In the event that CSN cancels a training course, CSN shall agree to an alternative date for a training course. If it is unable to do so, it shall reimburse the course fees paid.

14 Confidentiality

- 14.1 CSN and the Client each undertake to preserve the confidentiality of all confidential information about the other party of which they learn in the context of the performance of the work. Information shall be considered confidential if either party designates it as such. Both CSN and the Client shall observe the greatest possible care and discretion with regard to confidential information made available or accessible to their employees while performing their activities.
- 14.2 The Client is aware that the software contains confidential information and company secrets of CSN or its licensor. The Client undertakes not to disclose this information to any third party.

15 Termination

- 15.1 Either party shall only be authorised to terminate an agreement where the other party is in serious breach of contract and after sending a written notice of default worded in the greatest possible detail in which a reasonable period of time to amend the failure is granted.
- 15.2 Without notice of default or intervention by the court either party may dissolve an agreement with immediate effect, either wholly or in part, by giving written notice, if the other party is granted – provisionally or otherwise – a moratorium, if a petition is submitted for its liquidation or its liquidation is ordered, or if its enterprise is liquidated or terminated other than for the purpose of reconstruction or merger of companies. In no instance shall the party thus terminating the agreement be liable to pay any damages.
- 15.3 If CSN has already met some of its obligations to the Client at the moment an agreement is terminated, such performance and any corresponding payment obligations shall not be the object of the termination. The amounts that were already invoiced by CSN before the agreement is terminated, the amounts of which relate to what CSN has supplied or carried out in the execution of the agreement, shall remain fully payable and become immediately due at the moment the agreement is terminated, with due observance of the foregoing sentence.

16 Liability

- 16.1 The meaning and purport of the term 'loss' is defined in article 1.
- 16.2 CSN will only accept liability if article 16 applies. In no instance shall CSN be liable to the Client or third parties for the compensation of damage or losses that occur for any reason whatever, directly or indirectly, to persons or goods, except where CSN specifically accepts liability in these General Terms and Conditions.
- 16.3 CSN accepts no liability for indirect loss (including, but not limited to, loss of profits, lost savings, loss caused by business stoppage or consequential loss).
- 16.4 The Client indemnifies CSN for any claim for damages brought by a third party, including an employee of CSN, in respect of loss caused during the performance of the agreement as a result of an act or omission of

the Client or of any unsafe situation within its organisation.

- 16.5 The Client indemnifies CSN for any claim for damages brought by a third party based on product liability (except for statutory product liability) resulting from any defect in a product, system or service provided by the Client to a third party which partly consisted of equipment or other materials or services supplied by CSN, except insofar as the Client can prove that the damage was caused by such equipment, materials or services.
- 16.6 On penalty of the cancellation of the right to any damages, the Client must report any damage to CSN in writing as soon as it is reasonably possible to do so, or in any case do so within seven (7) days, and to provide CSN all the cooperation it requires in carrying out its examination into the cause, nature and extent of the damage for which compensation is claimed.
- 16.7 CSN accepts no liability for damage arising as a result of goods CSN has had to purchase, or which it has purchased from third parties, beyond its statutory liability for product liability.
- 16.8 Where CSN has accepted any guarantee obligations, its liability shall remain limited to its choice either to replace or repair the products that prove not to be in keeping with the terms of the guarantee, or to credit the Client's account up to the amount of the invoice price actually paid for the products in question. The replaced products shall remain the property of CSN.
- 16.9 CSN shall carry out services, implementation and installation activities and works carried out under guarantee in accordance with these General Terms and Conditions to the best of its ability and knowledge. CSN accepts no liability whatsoever for damage arising from the non-availability of a system for the period during which works are carried out. CSN is not liable for loss resulting from such work.
- 16.10 CSN shall at no time be liable for the loss of data, software and user configurations. It is the Client's responsibility to ensure that reliable back-up, safety and security procedures are carried out.
- 16.11 CSN cannot accept any responsibility for the execution of instructions based on data originating from the Client. Nor can CSN be held liable for faults in the execution caused by such data originating from the Client.
- 16.12 Unless these General Terms and Conditions specifically provide otherwise and to the extent that the injury or damage has occurred during the execution of the works performed under the agreement and is the result of an intentional act or gross negligence on the part of persons engaged by CSN for carrying out the works, CSN accepts liability for personal injury or material damage to installations and property of the Client and third parties up to the net amount of the price paid by the Client to CSN for the supplied goods/services. This amount shall not exceed a total of EUR 500,000 for each incident, less the amount paid out by the insurance company. A series of connected incidents shall be considered a single incident.
- 16.13 Any failure by CSN not to exercise a right vested in it may at no time be regarded as a waiver of that right or an acknowledgement of any liability irrespective of its origin.

17 Force majeure

- 17.1 Force majeure shall include in particular but not be restricted to the following: fire, acts of war, terrorism or comparable acts, rioting, insurrection, mobilisation, floods, earthquakes and other natural disasters, epidemics, quarantine measures, strikes, shut-outs, revendication, limiting of international payments, transport restrictions as well as restrictions in issuing permits relating to CSN's employees or concerning the import and export of goods, tools and/or materials.
- 17.2 Neither party shall be required to fulfil any obligation under an agreement if it is prevented from doing so as a result of force majeure. Force majeure shall be deemed to include force majeure affecting CSN's suppliers.
- 17.3 If a situation of force majeure lasts longer than ninety (90) days, or it is predicted that it will last longer than ninety (90) days, either party is entitled to terminate the agreement in writing. Any performance under the agreement that is delivered prior to such termination shall be settled pro rata, without the parties having any further liability to each other.

18 Non-employment clause

- 18.1 During the term of any agreement and for a period of one (1) year following its termination, the Client may not take on employees of the other party who have been involved in the

execution of the agreement, nor offer them employment, nor engage these persons to work for them in any other way, either directly or indirectly, without the written permission of CSN, in breach of which CSN will become entitled to an immediate and unconditional penalty of EUR 10,000.00 for each breach and EUR 2,500.00 for each day that any such breach continues, without prejudice to CSN's right to payment of damages in full.

19 Disclosure

- 19.1 The Client hereby gives its consent for CSN to publish the services, as well as their nature, selected by the Client. Subject to the prior written consent of the Client, CSN shall be permitted to disclose the solution implemented, or yet to be implemented, as well as to draw up and disclose a general description of the reasons why the Client has chosen CSN and the resulting benefits to the Client.

20 Disputes

- 20.1 All agreements to which these General Terms and Conditions apply, including those for supply abroad, shall be governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) shall not be applicable.
- 20.2 All disputes arising from this agreement or any others related to it, even if only regarded as such by just one of the parties, shall be heard exclusively by the competent Dutch court.
- 20.3 Only the competent district court of the district of Utrecht will have jurisdiction to hear any disputes, unless CSN indicates its preference for the competent court where the Client has its registered office.

These General Terms and Conditions have been filed with the Trade Registry under reference number 31047262.