

GENERAL PURCHASING TERMS AND CONDITIONS OF COIL SERVICES B.V.

*These general terms and conditions were lodged with the registrar of the Chamber of Commerce in Emmen on October 7th 2009.
Chamber of Commerce nr. 04075911*

1. DEFINITIONS

The principal: Coil Services B.V. with registered office at Emmen and with principal place of business at Phileas Foggstraat 65, 7825 AL Emmen, acting either for its own benefit and account, stating such or otherwise always deemed to be acting as the central purchasing entity on behalf of and for the benefit, account and risk of affiliated companies.

The supplier: the natural or legal entity that concludes an agreement with the principal.

Auxiliary personnel: such natural or legal entity, including employees of the supplier, others engaged by the supplier for the implementation of the agreement.

Software: computer software in machine-readable form or other form, including the associated documentation, supplied by the supplier to the principal.

2. DELIVERIES

- 2.1 Deliveries shall be Delivery Duty Paid Incoterms 2000 - including unloading at the place of delivery, either within the agreed delivery period or, if the principal states a specific time for delivery, at such time.
- 2.2 The principal is entitled to postpone delivery. In such instance the supplier shall ensure that the products are properly packaged, stored, preserved, secured separately, insured and designated in such a way that it is readily recognisable as being the property of the principal.
- 2.3 If the agreed quantity of products is not delivered to the agreed delivery location within the agreed delivery period and in accordance with the terms of the agreement, the supplier shall be in default without further notice.
- 2.4 All deliveries shall be accompanied by a duly specified packing note, all the associated documentation, including quality certificates and guarantee certificates, maintenance manuals and instruction manuals, drawings and instructions for use (in whatever form these are supplied) and all components, auxiliary materials, accessories, tools and spare parts. The principal is entitled to use the documentation in its sole discretion, including duplication thereof for its own use.
- 2.5 Volume estimates given by the principal are only intended for planning purposes by the supplier and do not obligate the principal to purchase such volumes. The principal gives no guarantee that it will purchase any minimum quantity from the supplier. Quantity estimates will not obligate the principal unless explicitly agreed in writing and signed by both parties to this end.

3. TRANSFER OF OWNERSHIP

- 3.1 Ownership transfers upon delivery unless otherwise agreed, without prejudice to any rights the principal have, including rejecting the products.
- 3.2 If the principal provides the supplier with material such as raw materials, tools, drawings, specifications or software in compliance by the supplier with its obligations, such items remain the property of the principal. The supplier shall store such items separately from objects belong either to itself or third parties. The supplier shall designate these items as the property of the principal.
- 3.3 When material as aforementioned, are incorporated into products or material owned by the supplier, such shall be deemed new products or material, the ownership of which vests with the principal.

4. INSPECTIONS

- 4.1 The principal is entitled to inspect the products, (or have the products inspected on its behalf) during production, processing, storage phases and after delivery. This applies equally to products supplied by any sub-contractor. Inspection of the products on the supplier's premises shall not constitute delivery or acceptance.
- 4.2 The principal is entitled to inspect the products (or have the products inspected) for compliance to the agreed requirements, particularly the requirements referenced in article 5, within a reasonable period of time following arrival of the products at its ultimate destination. This applies equally to the inspection of installation, assembly, construction, commissioning or other work performed in terms of the agreement within a reasonable time after the completion of such work.
- 4.3 Whenever reasonably requested to do so by the principal, the supplier shall provide auxiliary personnel and all required materials, equipment and tools free of charge for the purpose of such inspection. The utilities/infrastructure services required for the inspection shall be provided by the party on whose premises the inspection takes place and at such party's cost.
- 4.4 In the event of rejection or refusal to purchase, the principal will notify the supplier in writing as soon as reasonable practicable. The principal may at its own discretion either return rejected products to the supplier or retain such products in its possession until the supplier collects it, or, in cases where the products incorporate the trademark or logo of the principal, destroy such products (or have it destroyed on its behalf), all such actions being for the account and risk of the supplier and the supplier is obligated to repay the purchase price unconditionally and without prejudice to supplier's remaining obligations. Any specifically agreed survey, inspection or purchase clauses take precedence over the provisions of this article (4). Any inspection within the meaning of the terms of this article carried out by the principal or any omission to do so does not prejudice the principal right to claims from the supplier for defaults by the supplier to comply with its obligations, even if such default is only evidenced after the event.

5. GUARANTEE

- 5.1 Without prejudice to the obligations imposed by law, the supplier guarantees that all products delivered are suitable for the purpose for which it is offered by the supplier or for which it was ordered if such purpose was disclosed to the supplier or reasonably ought to be within the supplier' contemplation, conform to agreed specifications and approved samples, manufactured with product workmanship, are new, of product quality and free from manufacturing, construction or material defects and the products and the operation thereof comply with compulsory regulations including health, safety, environmental and hygiene in the countries of destination , provided such destination has been notified or could otherwise reasonably be within the contemplation of the supplier .
- 5.2 If the delivered products are used in the production / operation, the supplier specifically guarantees that the delivered products are so manufactured and of such composition that its use shall not cause any contravention of legislation.

- 5.3 If the agreement includes installation, construction, assembly, commissioning or other work to be carried out by the supplier, such work shall be in accordance with product workmanship. The supplier shall perform such work using adequate or previously agreed number of persons and materials, components, tools, and equipment of appropriate or agreed specification or quality. The personnel used for this work shall be in possession of the appropriate or previously agreed qualifications. The supplier guarantees that the work shall be performed in accordance with agreed and legal requirements and that the intended results shall be achieved in accordance with the terms of the agreement.

6. CHANGES

- 6.1 The principal is entitled to change the volume and/or the quality of the products to be delivered. Such changes shall be confirmed in writing. If any change may have consequences for the agreed price and/or delivery time, the supplier shall, prior to proceeding with such change be obligated to notify the principal of this fact in writing as quickly as possible, but in any event within eight days at the latest following the notification of the requested changes. The supplier shall be deemed as having agreed to the requested changes if it fails to, within eight days of the notification of the changes reject such changes in writing or e-mail, indicating its reasons.

7. DELEGATION OF OBLIGATIONS

- 7.1 If the supplier intends to subcontract its work, either wholly or partly, to third parties, such may only be done with prior written permission from the principal.
- 7.2 In such instances, the supplier shall remain fully responsible and liable for works carried out by third parties in connection with the agreement.

8. PRICES AND PRICE REVIEWS

- 8.1 Prices are exclusive of VAT and include all costs to ensure compliance with the agreement by the supplier. Prices are fixed, unless the agreement provides for circumstances that may lead to a price adjustment and specifies the manner in which such adjustment may be done.
- 8.2 Claims by the supplier for additional payments on the ground of misunderstanding regarding the products to be supplied shall not be entertained by the principal, regardless of the basis on which such claims are made.

9. INVOICING AND PAYMENT

- 9.1 The principal is entitled to suspend payment if a default in performance, the products or any installation/assembly work is constituted
- 9.2 The principal has the right to reduce the amount of the invoice with any outstanding amounts due and payable by the supplier to the principal or affiliated companies.
- 9.3 Payments made by the principal shall not prejudice any of its rights.

10. CONFIDENTIALITY AND PROHIBITION ON PUBLICATION

- 10.1 The supplier shall keep the existence, nature and content of this agreement confidential, as well as all other commercial information relating to the principal, in whatever form and shall not publish anything with regard to such matters without the prior written permission of the principal.
- 10.2 Without prior written permission of the principal, its name shall not be used in publications or advertising or for any other purpose whatsoever.
- 10.3 If the supplier breaches this article, the supplier shall, without notice of such breach immediately pay a penalty of € 50, 000, - per breach, without prejudice to the right of the principal to claim actual damages sustained.
- 10.4 The confidentiality obligation and the prohibition on publication referred to in this article shall continue to be in force following the termination of the agreement.

11. DEFAULT

- 11.1 If the supplier fails to perform or do so timeously as agreed, or otherwise fails to comply with one or more of the obligations constituted under the terms of the agreement, it shall be in default and the principal, in its sole discretion and without prejudice its legal rights, shall be entitled:
- a. to give the supplier an opportunity to again comply with its obligations within a period of time specified by the principal, or
 - b. to terminate the agreement, either fully or in part, without further notice of default and without intervention by a court of law.
- 11.2 Default and the consequences thereof as aforementioned include any default(s) by the supplier of one or more of its obligations arising under the terms of this agreement that may not individually be regarded as a material default , but considered collectively , shall be deemed a material default.
- 11.3 The provisions set out under a. and b. in clause 1 and 2 of this article are without prejudice to the right of the principal to claim compensation for all the costs, damages, interest charges and penalties that ensue from deficient compliance with the obligations.
- 11.4 The principal reserves the right to at all times invoke the defence that the delivered products and/or software do not comply with the agreement.

12. INDEMNITY AND INSURANCE

- 12.1 Each of the parties hereby indemnifies the other party against all damages due to an event that is at its risk or due to that parties' negligence - either contractually or delictually. The liability of each of the parties to indemnify the other party will be reduced proportionally if the event at the other party's risk or negligence contributed to the damages.
- 12.2 The supplier indemnifies the principal against all damages that arise due to legislation relating to liability and/or safety and/or environment, if and insofar as such claims are the direct or indirect consequence of a default in compliance with any undertaking made by the supplier, or a defect in a product or service delivered by the supplier.
- 12.3 Without limitation to the total liability and responsibility of the supplier as set forth in the terms and conditions of the agreement, the supplier shall insure itself to cover its liabilities and responsibilities under the terms of the agreement.
- 12.4 The supplier shall demonstrate to the principal if requested to do so that it has adequate insurance, procured at its own expense to cover its liability towards the principal.

13 INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

13.1 Intellectual property rights vesting with the supplier or relating to the accompanying documentation, for such the principal is granted the right to use, free of charge, a non-exclusive, world-wide, perpetual licence. All intellectual property rights resulting as a consequence of the performance of the agreement by the supplier, its personnel or third parties whose services the supplier has engaged for the execution of the agreement shall vest in the principal. If the principal request, the supplier shall take all actions necessary to obtain and secure such rights. All documents including information, data, plans, investigation schedules, working papers, diagnostic models, methodology, reports, specifications or the like developed or used for such shall be the property of principal.

13.2 The supplier indemnifies the principal against any action by third parties based on the assertion that (one) of the products and/or items of software delivered by the supplier constitutes an infringement of any patent, copyright, database right, drawing or model right, trade secret or property right belonging to any third party. The supplier shall be liable for full reimbursement of all costs and damages that the principal or any affiliated company might incur as a result of claims by third parties based on any right referred to above.

14. TERMINATION OF THE AGREEMENT

14.1 In the following instances the principal is entitled to terminate the agreement immediately, either wholly or in part, without notice of default, without intervention by a court of law and without incurring any liability by the principal to pay for damages:

- the supplier's bankruptcy;
- the granting of suspension of payments to the supplier or the liquidation of the supplier's business;
- change of ownership of the supplier's business or transfer of material portion of the share capital of the supplier's business;
- if any inducement is offered or furnished by the supplier or any of its subordinates or representatives to any person who is part of the principal's organisation, or to any of the principal's subordinates or representatives.

15 LAW, SAFETY AND ENVIRONMENT

15.1 The supplier and its employees and any third parties engaged by it shall comply with all applicable health and environmental law and regulations. The supplier shall adhere to the principal's internal company rules, regulations, household arrangements, guidelines and standards for safety, health, work procedures and/or the environment.

15.2 Prior to commencing the implementation of the agreement, the supplier and its personnel shall familiarise themselves with:
a) the content of the principal's rules and regulations applicable to the site, buildings and its customers locations, including safety, health and the environment, and shall at all times adhere to it;
b) the conditions and circumstances relating to the principal's site, buildings and its customers locations on or in which the work is to be carried out.

15.3 The cost incurred by any delay in the implementation of the agreement due to the conditions and circumstances described above shall be at the expense of the supplier.

15.4 The supplier shall ensure that its and its personnel presence on the principal's site and inside the principal's buildings and on the principal's customers locations, cause no disruption to the uninterrupted progress of the principal's work.

15.5 The principal will provide a copy of the aforesaid rules and regulations to the supplier on request.

16. APPLICABLE LEGAL JURISDICTION AND DISPUTES

16.1 These terms and conditions and all associated agreements are governed exclusively by the laws of the Netherlands without regard to the United Nations Convention on the International Sale of Products.

16.2 All disputes between the parties will be submitted exclusively to the competent court in the Netherlands.

16.3 The supplier's general terms and conditions, however designated, are not applicable.

16.4 These terms and conditions have been lodged in English at the Chamber of Commerce in Emmen.

SUPPLEMENTARY GENERAL PURCHASING TERMS AND CONDITIONS IN RELATION TO ASSIGNMENTS, PROVISION OF SERVICES AND CONTRACTING OF WORKS FOR THE BENEFIT OF THE PRINCIPAL (SUPPLEMENTS)

17. SUPPLEMENTARY DEFINITIONS

The terms used below in these supplementary general purchasing terms and conditions are defined as follows:

materials: products, raw materials or software incorporated into objects to be manufactured or constructed or that are used in the implementation of the work, with the exception of the actual equipment to be used;

equipment: all tools, vehicles, items of machinery, cranes, scaffolding and components of the same, consumable articles and similar, that the supplier uses in the course of the implementation of the agreement, but with the exception of the products incorporated into physical objects to be manufactured or constructed .

18. APPLICABILITY OF THIS SUPPLEMENT

18.1 This supplement is applicable to all enquiries, offers and agreements relating to provision of services for the benefit of the principal, the execution of orders and/or the contracting of work by the supplier, for example: installation work, provision of training courses, consultancy services, engineering, automation services, (also so-called turnkey projects) and/or secondment of auxiliary personnel to the principal.

18.2 The General Terms and Conditions are also applicable. Other supplements may be applicable in appropriate cases.

19. AUXILIARY PERSONNEL, EQUIPMENT AND MATERIALS

19.1 Auxiliary personnel engaged by the supplier for the implementation of the agreement shall comply with the special requirements set by the principal, or in the absence of such special requirements, with general standards of occupational competency and expertise.

19.2 Where, in the principal's opinion, there is a question of insufficiently qualified auxiliary personnel, the principal has the authority to order the removal of such personnel, the supplier shall provide an immediate replacement, subject to compliance with the conditions of clause 1 of this article. The principal is not liable for payment of any costs incurred with respect to work carried out by auxiliary personnel who have been replaced. The cost of instructing new auxiliary personnel is chargeable to the supplier.

- 19.3 The supplier shall be responsible for providing adequate replacements in the case of illness or in the event of suspension or dismissal of personnel. If the progress of the project makes earlier replacement necessary, the supplier shall be responsible for arranging such replacement if so requested by the principal.
- 19.4 Without prejudice to the aforementioned provisions, the supplier shall only be entitled to replace auxiliary personnel on its own initiative if the principal agrees to such in writing. In such instance, the first five days will be deemed a working-in period for which the principal will not be liable for payment.
- 19.5 The principal is entitled to inspect and assess all materials and equipment to be used by the supplier in the implementation of the agreement and to verify the identity of personnel engaged by the supplier for the implementation of the agreement.

20. PRICES AND PAYMENT

- 20.1 The principal will make payment after the work has been handed over by the supplier to the satisfaction of the principal and/or the assignment has been carried out by the supplier to the satisfaction of the principal, with due consideration to the agreed payment period and after the supplier, if requested by the principal to do so, provided evidence that it has paid the auxiliary personnel it has engaged for the work all the amounts due and payable to them.
- 20.2 If no fixed price for the work and/or the assignment has been agreed, the following shall apply: The remuneration for the work shall be paid on the basis of a retrospective settlement, with due consideration to any maximum amount of expenditure that is stated in the agreement. Invoicing shall take place once each month, based on hours actually worked or half days actually worked (1 worked day = 8 worked hours).
Promotion of any auxiliary personnel member shall not result in any increase to the rate of remuneration payable.
- 20.3 The principal is only liable for payment for the time period that the auxiliary personnel actually undertake work for the benefit of the principal.
- 20.4 Travel costs can only be charged to the principal - in accordance with a previously agreed rate - if the principal has authorised the specific travel to be made.
- 20.5 Reimbursement for overtime may only be charged to the principal if a member of the auxiliary personnel has worked unusual hours at the specific request of the principal and if the supplier and the principal have made prior arrangements regarding overtime reimbursement.

21. EXTRA WORK/LESS WORK

- 21.1 The supplier is only entitled to make changes or additions to the agreed work if it has received prior written approval from the principal.

22. THE SUPPLIER'S OBLIGATIONS

- 22.1 If the supplier makes use of the services of auxiliary personnel in the implementation of the agreement, the authority to give instructions and directions to the auxiliary personnel vests with the supplier.
- 22.2 Authorised representatives of the supplier shall be available in principle at the work area during all working hours, their absence, substitution and accessibility to be considered in consultation with the principal.
- 22.3 The supplier shall have a valid certificate of registration with its industrial body and all the required permits. If the principal so request, the supplier shall make same available.
- 22.4 The supplier shall, if the principal so request, provide a statement containing the names, addresses, places of residence, social numbers and working conditions of all auxiliary personnel engaged by the supplier.
- 22.5 On the first request of the principal, the supplier shall make available the wage statements or man hour payment statements for all auxiliary personnel engaged by the supplier based on a model devised by the principal.
- 22.6 Whenever requested by the principal to do so, the supplier shall provide a copy of all statements relating to its payment conduct of payments made to the industrial body and the receiver of taxes.
- 22.7 The supplier indemnifies the principal against all liability towards third parties with respect to any failure on the part of the supplier to comply with its obligations under the terms of this agreement or under the law.
- 22.8 Unless the principal specifies otherwise, the supplier shall remove all construction and demolition wastes and all empty packaging resulting from the implementation of the agreement under its management and responsibility and by duly observing the legal and/or other rules that apply. The supplier shall report on the quality and quantity of the construction and demolition wastes disposed of in this way.

23. DURATION OF THE AGREEMENT

- 23.1 Unless otherwise agreed in writing, the principal may terminate the agreement at any time, without the obligation to pay any damages, subject to giving a reasonable period of notice.

SUPPLEMENTARY PURCHASING TERMS AND CONDITIONS IN RELATION TO MAINTENANCE OF MACHINES, OTHER EQUIPMENT AND SOFTWARE (SUPPLEMENT O)

24. SUPPLEMENTARY DEFINITIONS

The terms used below in these supplementary purchasing terms and conditions are defined as follows:

preventative maintenance: maintenance carried out at times designated by the principal or in conformity with a previously agreed specification and frequency;

corrective maintenance: maintenance carried out upon request to trace and remedy defects.

25. APPLICABILITY OF THIS SUPPLEMENT

- 25.1 This supplement is applicable to all enquiries, offers and agreements relating to the provision of services for the benefit of the principal, to the execution of orders and/or the contracting of work by the supplier, for example: installation work, provision of training courses, consultancy services, engineering, automation services (also so-called turnkey projects) and/or secondment of auxiliary personnel to the principal.
- 25.2 The General Terms and Conditions are also applicable. Other supplements may be applicable in appropriate cases.

26. PAYMENT AND REIMBURSEMENT FOR MAINTENANCE WORK

- 26.1 This provision is applicable if the supplier performs the maintenance of the equipment or the software it has supplied. No payment of maintenance charges is due and payable by the principal prior to such equipment or software having been accepted by the principal.

- 26.2 The maintenance fee payable to the supplier by the principal is all-inclusive, including labour costs, travel costs and spare parts and/or material costs, including consumables.
- 26.3 Payment by the principal for the maintenance of machines and other items of equipment are for the following maintenance work to be undertaken by the supplier:
- in general: keeping it in a product overall state of maintenance;
 - preventative maintenance, including the periodic inspection and resetting of the equipment and the cleaning or replacement of components of such equipment;
 - remedy defects and doing the necessary repairs;
 - replacement of components worn out due to normal use and damaged components with new components;
 - maintenance of any system software that may be present, including tracing and repairing all shortcomings in the standard design;
 - recording the work and reporting the work to the principal when requested;
 - the remaining maintenance work agreed between the parties.
- 26.4 Payment by the principal for software maintenance include the following maintenance work to be undertaken by the supplier:
- trace and correction of all shortcomings in the software, including the documentation; shortcomings includes all errors, defects and all deviations discovered through the use of the software, compared to the specifications or functionality of the software documentation or publication(s) provided by the supplier;
 - modification of the software in conjunction with changes to the computer equipment or the operating system, where these changes ensue from unavoidable development of the computer system concerned;
 - remedy defects as quickly as possible, and where necessary, the use of an 'emergency work-around';
 - provide telephone support to the principal's designated contact person(s) during all normal working days;
 - install and documenting of enhancement to the software that contribute to qualitative improvements (including speeding up of processing operations, simplification of operation and control, reduction of demand on system capacity, etc);
 - archiving of software under maintenance, including documentation ;
 - recording the work done and reporting on such to the principal when requested ;
 - the remaining maintenance work agreed between the parties.
- 26.5 The right to maintenance services will not lapse if the principal decides not to make use of updates, upgrades or new releases of the software.

27. DURATION OF THE MAINTENANCE AGREEMENT

- 27.1 Unless otherwise agreed in writing, the principal may terminate the agreement at any time, without the obligation to pay any damages, subject to giving a reasonable period of notice.

SUPPLEMENTARY PURCHASING TERMS AND CONDITIONS IN RELATION TO SOFTWARE (SUPPLEMENT P)

28. SUPPLEMENTARY DEFINITIONS

The terms used below in these supplementary purchasing terms and conditions are defined as follows:

standard software: software developed by the supplier or third parties for which the right of use has been obtained, such software not being customized software;

customized software: software produced at the request of the principal, including additions to the standard software.

29. APPLICABILITY OF THIS SUPPLEMENT

29.1 This supplement is applicable to all agreements relating to the development of (customized) software and the granting of a user right for (standard) software.

29.2 The General Terms and Conditions are also applicable. Other supplements may be applicable in appropriate cases.

30. THE TASKS OF THE SUPPLIER

30.1 The supplier shall deliver the software to the principal ready for use and in accordance with the terms of the agreement and the specification.

30.2 The supplier is responsible for the compatibility of the software with the computer system and system software.

30.3 Unless otherwise agreed in writing, any agreement that relates to customized software shall include at least the following:

- decisions on specifications for functionality to be incorporated into the software to be made in cooperation with the principal.
- design and writing of the software and delivery of the software respectively based on the functionality referred to in clause a;
- testing, and where necessary, amendment of the software;
- installation of the software on the agreed computer system by the supplier (in a test environment and in the final production environment);
- successful conclusion of the acceptance test;
- practical training in the use of the software;
- the documentation necessary for use and maintenance of the software in both digital and hard-copy form.

31. ACCEPTANCE TEST

31.1 The principal has the right to test the software following the ready-for-use delivery of same for the period of time specified in the agreement. If no such period has been agreed, a period of 20 days will apply.

31.2 If during the course of the acceptance test it is constituted that the software has defects or it fails to comply with the specifications, the principal will notify the supplier of this fact. The supplier shall remedy all the defects so notified to it by the principal free of charge and within a reasonable period of time. If the supplier is unsuccessful in remedying the defects within this reasonable time period, the principal shall be entitled to terminate the agreement, either wholly or in part.

32. SOFTWARE GUARANTEE

32.1 The guarantee period shall commence on the successful conclusion of the acceptance test.

- 32.2 If it is constituted during the agreed guarantee period that the software contains shortcomings, the principal will report these in writing to the supplier.
- 32.3 The supplier shall remedy the shortcomings referred to above and shall provide assistance free of charge to the principal in carrying out the work that needs to be undertaken (or undertaken again) due to these shortcomings; this assistance shall be given within a reasonable period of time.
- 32.4 Shortcomings include faults and errors in the software and deviations encountered in the use of the software as compared to the characteristics and functions described in the supplier's documentation or publications.
- 32.5 If the supplier proves that the cause of the shortcomings as meant in sub-clauses 2 to 4 was solely attributable to the principal, the principal will reimburse the cost of repairs.
- 32.6 The principal is entitled to terminate the agreement - and any maintenance agreement that may have been concluded - either wholly or in part, if the supplier does not remedy the shortcomings in the software described above within a reasonable period time after it has been reprimanded to do so by the principal.

33. OWNERSHIP OF THE CUSTOMIZED SOFTWARE

- 33.1 The supplier transfers the right of ownership to the customized software to the principal, such transfer is accepted by the principal. The supplier cedes the right to oppose any changes being made to the customized software.
- 33.2 On completion of the customized software - or an update, upgrade or new release of this software - the supplier shall deliver the source code, on an electronic medium to be later agreed, together with the accompanying documentation, to the principal.
- 33.3 The supplier guarantees that no marks (copyright marks, for example) have been installed in the customized software except with the prior written approval of the principal.
- 33.4 The supplier shall only make use of the know-how acquired in the development of the customized software of the principal for use to the benefit of any third party once it has received prior written approval from the principal, failing which it shall pay an immediately due and payable penalty of € 50 000, without prejudice to the right of the principal to claim the damages actually sustained.

34. ESCROW

- 34.1 At the first request of the principal, the supplier shall deposit the software source code - as well as the source code of each update, upgrade or new release of the software - with an escrow agent and shall provide its cooperation for the conclusion of an escrow agreement.

35. UNINTERRUPTED USE

- 35.1 The supplier guarantees uninterrupted use of the software by the principal.
- 35.2 The principal is permitted:
- a. to use the software temporarily for the purpose of tests, preparation runs or development work on equipment other than the equipment for which the right of use is granted;
 - b. in the event of breakdown, to use the software temporarily on equipment other than the equipment for which the right of use is granted (computer back-up centre system);
 - c. to make back-up copies of the software, on the understanding that in the cases referred to under a. and b. the standard software will be completely removed from the temporarily used equipment as quickly as possible following the end of this temporary use.