

General Terms

Article 1: Applicability

- 1.1. These General Terms (hereafter referred to as: Terms) apply to and are part of all deliveries of products and services of AquaControl Nederland B.V., (hereafter referred to as: AquaControl) to customers, contractors, principals, buyers and users (hereafter all referred to as: Customer). Customer is the natural or corporate body with whom the agreement is or will be reached as meant in Article 2 paragraph 5, including her representative(s), her assignee(s) and heirs.
- 1.2. No terms and conditions other than the Terms shall be binding upon AquaControl and Customer unless agreed in writing by both AquaControl and Customer. All terms and conditions contained in any prior communication which are different from or in addition to the Terms shall not be binding on AquaControl unless otherwise expressly agreed in writing by both AquaControl and Customer. The standard conditions of Customer shall not apply and are expressly rejected.

Article 2: Offers and orders

- 2.1. All offers are made without engagement and are only valid for the period mentioned in the offer. AquaControl reserves herself the right to refuse orders without any reason.
- 2.2. If Customer supplies data, drawings etc. to AquaControl, AquaControl may assume them to be correct and may base her offer upon them.
- 2.3. The prices referred to in the offer are based on delivery ex works in accordance with Incoterms 2000 and in respect to Article 5.
- 2.4. If the offer is not accepted, AquaControl has the right to charge Customer for all the costs which AquaControl has had to incur in order to make his offer.
- 2.5. Subject to the following an agreement with AquaControl is only reached after AquaControl has accepted respectively has confirmed an order expressly in writing or otherwise (the agreement, which has been reached, hereafter referred to as: Agreement). The written order confirmation is considered to reflect the Agreement correctly and completely.
- 2.6. Additional agreements or amendments as well as agreements and commitments by staff from AquaControl or, on behalf of AquaControl, done by the staff of AquaControl, sellers, agents, representatives or other agents of AquaControl, made after the confirmation of the Agreement, do bind AquaControl only if expressly confirmed in writing by AquaControl.
- 2.7. AquaControl shall ensure that all licences, exemptions and other decisions that are necessary in order to carry out the Agreement are obtained in good time.

Article 3: Intellectual property and confidentiality

- 3.1. Unless agreed otherwise in writing, AquaControl retains the industrial property rights and intellectual property rights including copyright on designs, illustrations, drawings, (test)models, software, data or other deliverables supplied and developed by AquaControl.
- 3.2. The rights to the data as referred to in paragraph 1, shall remain the property of AquaControl irrespective of whether costs are charged to Customer for their production. Such data may not be copied, used or shown to third parties without the express prior consent of AquaControl. If this provision is infringed, Customer shall owe AquaControl a penalty of EUR 25,000.00. This penalty may be claimed in addition to any compensation owed by law.
- 3.3. Customer must return the data supplied to him as referred to in paragraph 1 at the first request of AquaControl within the period specified by AquaControl. In the event of an infringement of this provision Customer shall owe AquaControl a penalty of EUR 1,000.00 per day. This penalty may be claimed in addition to any compensation owed by law.
- 3.4. Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with the Agreement.
- 3.5. Customer will not subject goods to testing, analysis, or any type of reverse engineering without AquaControl's prior written consent. In compliance with paragraph 1, Customer has the right to use the drawings, software, data and other deliverables supplied or developed by AquaControl for its own use without additional cost.

Article 4: Advice, designs and materials

- 4.1. Customer cannot derive any rights from advice and information obtained from AquaControl if they do not relate directly to the Agreement.
- 4.2. Customer is responsible for the drawings and calculations made by him or on his behalf and for the functional suitability of the materials prescribed by him or on his behalf.
- 4.3. In addition to Article 14 paragraph 3, Customer shall indemnify AquaControl against any claim by its third parties relating to the use of drawings, calculations, samples, models and so forth supplied by or on behalf of Customer.

Article 5: Prices

- 5.1. All prices given by AquaControl are net, thus excluding unpaid sales taxes, other government-imposed taxes and excluding incidental expenses such as packaging, transport and insurance. The price does not include:
 - (a) the costs of groundwork, pile-driving, cutting, breaking, foundation work, bricklaying, woodwork, plastering, painting, wallpapering, repairs or other construction work;
 - (b) the costs of gas, water or electricity connections and other infrastructure facilities;
 - (c) the costs of preventing or mitigating damage to goods present at or near the work;
 - (d) the costs of removing materials, building materials or refuse;
 - (e) travelling and accommodation expenses.
- 5.2. All expenses incurred in civil (engineering) work and/ or utility facilities, required for carrying out the Agreement, at any time are excluded from the price issued by AquaControl.
- 5.3. AquaControl is entitled to increase the agreed prices, without, by doing so, giving the Customer a valid reason to terminate the Agreement or to establish the dissolution thereof if and as far as the cost factors of AquaControl increase after the Agreement was reached and are the consequence of obligations or authorities of law and regulation, or finds its cause in a price increase that was not reasonably foreseeable when reaching the Agreement.
- 5.4. If four months have passed since the date on which the Agreement was reached and its performance has not yet been completed by AquaControl, an increase in the price-determinants may be passed on to Customer.
- 5.5. Payment of the price increase as referred to in paragraphs 3 and 4 shall take place together with payment of the principal or the last instalment.
- 5.6. If goods are supplied by Customer and AquaControl is prepared to use them, AquaControl may then charge a maximum of 20 percent of the market price of the delivered goods.

Article 6: Delivery period

- 6.1. Delivery dates / periods are approximate and are neither binding nor fatal unless expressly agreed otherwise. AquaControl is committed to meet the agreed delivery time as much as possible. Delay in delivery time by any reason whatsoever, will never give Customer the right to cancel the Agreement, to dissolve the Agreement, to claim reimbursement or compensation, or not to fulfil any of Customer's obligations under the Agreement.
- 6.2. In fixing the delivery period AquaControl assumes that she can execute the Agreement in the circumstances known to her at that time.
- 6.3. The delivery period of the Agreement starts when agreement has been reached on all technical details, all necessary data, final drawings etc. which are in the possession of AquaControl, the agreed (partial) payment or instalment has been received and the necessary conditions for execution of the order have been fulfilled.
- 6.4.
 - (a) If circumstances occur other than those known to AquaControl when she fixed the delivery period, AquaControl may extend the delivery period by the time necessary to execute the Agreement in the circumstances. If the work cannot be fitted into the planning schedule of AquaControl, it shall be completed as soon as her planning schedule permits this.
 - (b) If there is extra work, the delivery period shall be extended by the time that is necessary to supply (or arrange for the supply of) the materials and parts for this purpose and to carry out the additional work. If the extra work cannot be fitted into the planning schedule of AquaControl it shall be completed as soon as her planning schedule permits this.
 - (c) If there is a suspension of obligations by AquaControl, the delivery period shall be extended for the duration of the suspension. If continuation of the work cannot be fitted into the planning schedule of AquaControl, the work shall be completed as soon as her planning schedule permits this.
 - (d) If work is impossible owing to weather conditions, the delivery period shall be extended for the term of the delay that has occurred as a result.
- 6.5. Customer has the right to call in extra-judicial dissolution in case the delivery date is exceeded, only if in the Agreement it is expressly stipulated that the delivery should take place before or on a certain day, hence the delivery date is an essential element of the Agreement (fatal term). Termination of the Agreement under the provisions of this paragraph never gives Customer the right to any compensation, directly or indirectly, however caused.
- 6.6. In case the goods are not collected by the Customer after the expiry of the delivery date, the goods are available for Customer, stored at the expense and risk of the Customer. After a period of four weeks AquaControl is entitled to (private) sale of the goods with a potential lower revenue as well as the storage costs to be borne solely by the Customer.

Article 7: Transmission of risk and property

- 7.1. In the case of delivery ex works, in accordance with Incoterms 2000, the risk in relation to the goods shall pass at the moment when AquaControl makes them available to Customer.
- 7.2. Irrespective of the provisions of the previous paragraph, Customer and AquaControl (unless agreed otherwise in the Agreement) agree that AquaControl shall arrange for the transport. The risk of storage, loading, carriage and unloading shall be born by Customer in this case too. Customer may insure himself against these risks.
- 7.3. Even if AquaControl installs and/or assembles the goods sold, the risk in relation to the goods shall pass at the moment when AquaControl makes them available to Customer at the business premises of AquaControl or at another agreed place.
- 7.4. If a purchase involves a trade-in and Customer continues to use the goods to be traded in pending delivery of the new goods, the risk in relation to the goods to be traded in shall continue to be borne by Customer until the moment at which he transfers them to the possession of AquaControl.

Article 8: Delivery of goods

- 8.1. Unless otherwise - in writing – agreed, the transport of goods is done at the expense of the Customer, even if the carrier claims that on bills of lading, transport addresses, etc. the clause is present that any transport damage is at the expense and risk of sender.
- 8.2. In case of franco delivery, the transport costs will not be charged to Customer.
- 8.3. Unless otherwise - in writing - agreed, any transport insurance should be taken care of by Customer.
- 8.4. The Customer is obliged to control the delivered goods immediately at delivery upon shortages and / or damage, or to carry out this check after the announcement from AquaControl that the goods are available for the Customer.
- 8.5. AquaControl has the right to select the mode of transport, shipment and / or packaging without thereby incurring any liability if the selection was made carefully by AquaControl.
- 8.6. AquaControl is entitled to make part deliveries and to invoice in instalments in accordance with these part deliveries.
- 8.7. In case Customer notices shortages and / or damages to the goods delivered, article 18 does not comply, but Customer is obliged to indicate shortages and / or damages to the goods on the packing slip or on the invoice or on the transport documents; if this is not done, then complaints are not processed. The administration of AquaControl is then decisive.
- 8.8. In return shipments by the Customer, the Customer is obliged to insure the transport risk. Return shipments are for the expense and risk of the Customer, except in case of warranty, meant in Article 16 paragraph 4.
- 8.9. If the Customer does not, not properly or not timely fulfil any existing obligations towards AquaControl, or when there is reasonable doubt as to whether the Customer is able to fulfil its obligations towards AquaControl, AquaControl is entitled to either, without notice or judicial intervention, suspend the execution of any agreement with Customer, or to demand security or additional security, or to dissolve or partially dissolve the agreement, without AquaControl has to pay any compensation and without prejudice to its further rights.

Article 9: Maintenance and servicing of equipment

- 9.1. If the Agreement between AquaControl and Customer consist in a maintenance contract for equipment, AquaControl's obligations arising from the maintenance contract are the inspection and testing of equipment, the making of adjustments as AquaControl judges to be necessary and / or the replacement of parts and / or resins. Reparations, as judged by AquaControl to be necessary, are not included in the price of the maintenance contract.
- 9.2. Under the maintenance contract as meant in this article, Customer has no right for:
 - (a) The performance of, or the obtaining of modifications;
 - (b) The supply of components and salt or other consumables;
 - (c) Revision of the equipment;
 - (d) Maintenance and repair work required due to improper use of the equipment from external causes, including but not limited to: operating errors, errors in water and power supplies, failure to other equipment or use of an unsuitable regenerant, detergent and / or disinfectant.
- 9.3. If the parties agree that AquaControl carries out the reparations referred to in paragraph 1 and/or the work referred to in paragraph 2 (d) of this Article, the work is done against the prevailing standard rates of AquaControl for labour and delivery.
- 9.4. If repairs are required during the warranty period and the required repairs are due to workmanship and / or incorrect settings / installation by AquaControl, these repairs, including materials will be done by AquaControl at her own expense.

- 9.5. AquaControl is never obliged to perform repairs or preventive maintenance if:
- (a) Customer has given no opportunity to perform the maintenance at the therefore intended times;
 - (b) There was a situation of wrong and / or contrary to instructions or guidelines operation of the equipment;
 - (c) Damage was caused by an accident, disaster or other external causes, including fire, flood, storms or similar situations;
 - (d) Without the consent of AquaControl changes to or in the equipment were made.
- 9.6. If AquaControl relies on the applicability of paragraph 5 of this Article, Customer is never entitled to reimbursement of (advance) paid fees and the Customer is held to its payment obligations towards AquaControl without prejudice.

Article 10: Payment and cancelation of maintenance contracts

- 10.1. In exception with Article 19 paragraph 2, the costs for maintenance contracts are to be paid in advance. If AquaControl wants to increase the rates the next year, they will inform Customer before November 15 of the current calendar year.
- 10.2. Either party may cancel the maintenance contract by registered mail by the end of the calendar year, provided that the other party has received the termination notice no later than December 1 of that calendar year.
- 10.3. If no timely termination notice occurs, a maintenance contract is assumed to be extended silently for one year.

Article 11: Alterations to the work

- 11.1. Alterations to the work as budgeted in the Agreement, shall result in any event in extra work or reduced work if:
- (a) there is an alteration to the design or the specifications;
 - (b) the information provided by Customer does not correspond with the reality;
 - (c) the quantities diverge by more than 10% from the estimates.
- 11.2. Extra work shall be calculated on the basis of the value of the price determinants applicable at the time when the extra work is carried out. Reduced work shall be calculated on the basis of the value of the price determinants applicable at the time when the agreement was concluded.
- 11.3. If the increase and decrease in the work results on balance in a decrease AquaControl may charge Customer in the final invoice 10% of the difference in the balances. This provision does not apply in the case of a reduction in the work that is a result of a request of AquaControl.

Article 12: Execution of the work

- 12.1. To execute the Agreement, Customer shall ensure that AquaControl can carry out her activities without interruption and at the agreed time and that in the execution of the work she has access to the requisite facilities such as:
- gas, water and electricity;
 - heating;
 - a lockable and dry storage room;
 - facilities required by the laws and regulations governing working conditions.
- 12.2. Customer shall be liable for all damage as a result of the loss, theft or burning of or damage to tools, materials and other property of AquaControl located at the place where the work is performed.
- 12.3. If Customer fails to discharge his obligations as referred to in the previous paragraphs and the work is delayed as a result, the work shall be executed as soon as AquaControl's planning schedule permits this. In addition, Customer shall be liable for all loss or damage suffered by AquaControl as a result.

Article 13: Completion of the work

- 13.1. The work that was agreed in the Agreement, shall be deemed to have been completed when:
- (a) Customer has approved the work;
 - (b) the work has been used by Customer; if Customer uses only part of the work, such part shall be deemed to have been completed;
 - (c) AquaControl gives written notice to Customer that the work has been completed and Customer does not indicate in writing within 14 days of the notice whether or not the work has been approved;
 - (d) Customer does not approve the work on account of minor defects or missing parts which can be repaired or supplied within 30 days and which do not prevent the use of the work.
- 13.2. If Customer does not approve the work, he shall be obliged to give written notice of this to

- AquaControl specifying the reasons.
- 13.3. If Customer does not approve the work he shall give AquaControl the opportunity to complete the work anew. The provisions of this article shall then apply once again.

Article 14: Liability

- 14.1. AquaControl is liable for damage that Customer suffers and that is the direct and sole result of a failure attributable to AquaControl. However, only loss or damage for which AquaControl is insured or for which he should reasonably have been insured will be eligible for compensation.
- 14.2. The following are not eligible for compensation:
- (a) consequential loss or damage, including for example loss or damage due to business standstills and loss of profit;
 - (b) damage to goods which are being worked on or to goods which are in the vicinity of the place where the work is being carried out;
 - (c) damage caused by the intent or deliberate recklessness of auxiliaries.
- 14.3. In addition to Article 4 paragraph 3, Customer indemnifies AquaControl against all claims of third parties on account of product liability due to a defect in a product which has been supplied by Customer to a third party and consisted wholly or partly in products and/or materials supplied by AquaControl.
- 14.4. Except where expressly communicated to AquaControl, AquaControl shall have no liability for incompatibility of goods with Customer's actual space or design limitations.
- 14.5. If in court it is established that AquaControl is liable on any ground whatsoever, the liability of AquaControl is limited to the amount equal to the invoiced amount of the delivered goods and / or the work / services the liability is related to, or maximum up to an amount equal to the amount the insurer in respect of those damages will pay to AquaControl if legally it is shown that the here stated formulation is legally not permissible.

Article 15: Force majeure

- 15.1. Force majeure means, in addition to what is understood by the term in law, including case law, all external causes, whether foreseen or unforeseen, that are beyond AquaControl's control, but as a result of which AquaControl is unable to fulfil its obligations of the Agreement.
- 15.2. In case of force majeure AquaControl is entitled, in whole or in part, to suspend its delivery and other obligations of the Agreement. If the period during which it is not possible for AquaControl to fulfil the obligations as a result of force majeure lasts for more than two months, both AquaControl and Customer shall be entitled to terminate the Agreement (partial or complete) without judicial intervention. Compensation for damages, costs and interest to the Customer in case of a partial or complete termination of the contract by AquaControl caused by force majeure is excluded. If, when a situation of force majeure commences, AquaControl has already partly performed its obligations or can only partly perform its obligations of the Agreement, it shall be entitled to separately invoice that part already delivered, or the part which can be delivered, and Customer shall be obliged to pay this invoice as if it were a separate contract. This shall not apply however if the part already delivered, of which can be delivered, does not have any independent value.
- 15.3. In the above context, force majeure includes:
- (a) Interference in the company of AquaControl, or obstacles which prevent normal execution of the agreement, or makes it substantially more expensive or unreasonably onerous;
 - (b) Strike, accident or illness of personnel responsible for execution of the order;
 - (c) Hindrance, by any reason whatsoever, of the suppliers of AquaControl.
 - (d) War, threat of war, riots, natural disasters, fire, transport disruption, government measures that influence the implementation of the agreement, as well as any other unforeseen events in the company of AquaControl or in the companies whose AquaControl business associate, which relate to the agreement;
 - (e) Delayed or erroneous delivery by any cause, of goods ordered timely and properly by AquaControl.
 - (f) Loss or damage of goods during transport.
- 15.4. AquaControl has the right to invoke force majeure if the circumstance that causes the force majeure occurs after the delivery of the side of AquaControl should have been done.

Article 16: Warranty

- 16.1. Subject to the provisions below AquaControl ensures for a period of 12 months after commissioning but not later than 13 months after delivery of the goods and completion of the work/services, that the goods, work and/or services are properly and of such quality that they meet the requirements that reasonably could be made to them and that the goods do not infringe existing intellectual or industrial property rights in the Netherlands of third parties.

- 16.2. Guarantee in respect of goods or services that AquaControl, for the implementation of the Agreement with the Customer, has involved from third parties, does not go beyond any guarantee provided by those third parties.
- 16.3. If the Agreement consists in the carrying out of contracted work, AquaControl warrants the soundness of the delivered construction and the materials used in the construction for the period referred to in paragraph 1, provided that she was free to choose such materials. If it transpires that the delivered construction or the materials used are unsound, AquaControl shall repair or replace them. The parts which AquaControl is to repair or replace must be sent to him free of charge. The dismantling and assembly of these parts and any travelling and accommodation expenses incurred shall be borne by Customer.
- 16.4. If the Agreement consists in the delivery of an item of goods, AquaControl shall warrant the soundness of the delivered item during the period referred to in paragraph 1. If it transpires that the delivery has not been sound, the item of goods must be returned free of charge to AquaControl. Thereafter AquaControl shall choose whether:
- to repair the item of goods;
 - to replace the item of goods;
 - to provide Customer with a credit note for a proportionate part of the invoiced amount.
- 16.5. If the Agreement consists in part or in whole of the installation and/or assembly of a delivered item of goods, AquaControl warrants the soundness of the installation and/or assembly for the period referred to in paragraph 1. If it transpires that the installation and/or assembly has not been carried out in a sound manner, AquaControl shall repair it. Any travelling and accommodation expenses shall be borne by Customer.
- 16.6. The factory warranty shall apply to parts in respect of which this has been expressly agreed in writing by Customer and AquaControl. If Customer has had the opportunity to take cognizance of the content of the factory warranty, this shall take the place of the warranty under this article.
- 16.7. Customer must in all cases offer AquaControl the opportunity to repair the defect or to carry out the processing anew.
- 16.8. Customer may invoke the warranty only after he has complied with all his obligations to AquaControl.
- 16.9. (a) No warranty is given for defects that are a result of:
- normal wear and tear;
 - injudicious use;
 - faults arising from any act or omission by not, not timely or properly performance of any obligation by Customer or by third parties, or by any external cause that AquaControl reasonably cannot be held responsible for;
 - non-maintenance or defective maintenance;
 - installation, assembly, modification or repair by Customer or by third parties.
- (b) No warranty is given for delivered items of goods which were not new at the moment of delivery.
- 16.10. If Customer claims guarantee, AquaControl is entitled, to judge whether or not the claim is valid, to inspect the delivered and / or installed goods, the completed work and services.
- 16.11. Every claim for guarantee needs to be submitted to AquaControl in written and accompanied by a satisfactory explanation as soon as possible, but in any case within thirteen months after delivery and / or installation of the goods, or completion of the work, failing of which expires the right of warranty. Unnecessary extra damage caused by late notification expires the right of warranty.

Article 17: Customer obligations

- 17.1. AquaControl will not control the actual operation of either Customer systems or goods at the site, and unless otherwise specifically agreed in writing, installation of goods shall be the responsibility of Customer.
- 17.2. Goods provided by executing the Agreement, are based upon the information Customer makes available to AquaControl, and AquaControl reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of goods unless precluded by limitations (including, but not limited to actual space and feed water/ substance quality specifications) specified by Customer in writing at the time an order is placed. If no such limitations are specified, AquaControl shall not be responsible for incompatibility of goods due to changes in feed water/ substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Customer and become apparent at a later date.
- 17.3. For services to be accurate and goods to work as intended, Customer must fulfil the following obligations:
- (a) provide AquaControl complete and accurate information and data relevant to execute the Agreement, such as information related to Customer site conditions, systems, related equipment and processes, feed water or other substances to be treated or measured with the

- goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the goods;
- (b) operate all related systems and the goods within the agreed to control parameters or, if none, within industry customary operating conditions;
 - (c) maintain all related systems and goods in good operating condition and repair;
 - (d) maintain and handle goods in a proper and safe manner.
- If Customer fails to fulfil the foregoing obligations, AquaControl shall be relieved of any obligations with respect to warranties or any other commitments made to Customer by AquaControl, and AquaControl shall have no liability for any loss, damage or injury which Customer may sustain or for which Customer may be liable.

Article 18: Claims

Customer may no longer invoke an instance of non-performance if he does not lodge a written claim with AquaControl within 14 days of the date on which he discovers the defect or could reasonably be expected to discover it.

Article 19 Payment

- 19.1. Payment shall be made at the place of business of AquaControl or by remittance to an account designated by AquaControl. The costs for the payment are to be paid by Customer.
- 19.2. Unless otherwise - in writing – agreed, other payments than meant in Article 10 paragraph 1 shall be made as follows:
 - (a) cash in the case of an over-the-counter sale;
 - (b) if payment in instalments has been agreed:
 - 40% of the total price at the time the order is placed;
 - 50% of the total price after the material is supplied;
 - 10% of the total price upon completion;
 - (c) in all other cases: within 30 days of the date of the invoice.
- 19.3. Regardless of the agreed terms of payment, Customer shall be obliged, at the request of AquaControl, to provide such security for the payment as AquaControl deems sufficient for the payment. If Customer fails to do so within the specified period, he shall be deemed to be immediately in default. AquaControl shall in that case have the right to terminate the agreement and recover his loss or damage from Customer.
- 19.4. Customer does not have the right to set off claims against AquaControl, unless AquaControl has been declared bankrupt.
- 19.5. Appeals against an independent part of a specified invoice never release Customer from his obligation to pay within the specified time in respect of the other items of note.
- 19.6. Appeals against any invoice shall be submitted within 14 days after the invoice date, accompanied by a clear explanation, failing which will expire the right of complaint to the Customer.
- 19.7. An appeal to any deduction or set-off is never allowed to Customer and Customer expressly resigns this.
- 19.8. The full claim for payment shall be immediately due and eligible if:
 - (a) a payment period has been exceeded;
 - (b) Customer has been declared bankrupt or has applied for a suspension of payments;
 - (c) the property or accounts receivable of Customer are seized;
 - (d) Customer (being a legal entity) is wound up or liquidated;
 - (e) Customer (being a natural person) is made the subject of a guardianship order or dies.
- 19.9. If payment has not been made within the agreed period for payment, Customer shall immediately owe interest to AquaControl. The interest shall be 10% per year or the statutory rate of interest, whichever is the higher. For the purpose of calculating the interest, part of a month shall be treated as a full month.
- 19.10. If payment has not been made within the agreed period for payment, Customer shall owe AquaControl all extrajudicial costs of recovery, subject to a minimum of EUR 50.00. The costs shall be calculated on the basis of the following table:
 - on the first EUR 3,000.00: 15%
 - on any additional amount up to EUR 6,000.00: 10%
 - on any additional amount up to EUR 15,000.00: 8%
 - on any additional amount up to EUR 60,000.00: 5%
 - on any additional amount over EUR 60,000.00: 3%

If the extrajudicial costs actually incurred are higher than those in the above-mentioned table, the costs actually incurred shall be owed.
- 19.11. Customer is in default by the mere expiration of the payment, without further summons or notice.
- 19.12. If AquaControl is held to be in the right in legal proceedings, all costs which he has incurred in connection with the proceedings shall be borne by Customer.

Article 20: Compliance with Laws and Permits

- 20.1. Customer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration and labelling of all goods from and after Customers receipt of the goods, as well as for the proper management and disposal of all wastes and residues (including containers) resulting from Customers use of the goods.
- 20.2. Customer agrees to ensure that all goods provided to Customer for export are exported only in compliance with applicable export control laws and regulations.
- 20.3. Permits and licenses of a permanent nature, or which are required to operate apparatus or equipment or to use the goods, shall be procured by Customer at Customers sole expense.

Article 21: Reservation of title and right of lien

- 21.1. After delivery of the goods AquaControl shall retain title to them as long as Customer:
 - (a) fails or will fail to perform his obligations, including payment, under the Agreement or other similar agreements;
 - (b) has not paid claims that result from the non-observance of the above-mentioned agreements such as damage, penalties, interest and costs.
- 21.2. As long as title to delivered goods is retained by AquaControl, Customer may not encumber them other than in the normal course of his business.
- 21.3. After AquaControl has invoked her reservation of title, she may retake possession of the delivered goods. Customer is obliged to provide his assistance to this under penalty of forfeiture of a fine of EUR 1,000.00 per day that the Customer is or remains in default.
- 21.4. If AquaControl is unable to invoke the retention of title because the delivered goods have been mingled, distorted or changed by way of accession, Customer shall be obliged to grant AquaControl a lien on the newly created goods.
- 21.5. Recollections as described in this article, do not affect the right for compensation to AquaControl, under the rules applicable to an attributable shortcoming in the compliance of a contract.

Article 22: Termination

If Customer wishes to terminate the Agreement in circumstances where AquaControl is not in default and AquaControl agrees to this, the Agreement shall be terminated by mutual consent. AquaControl shall in that case be entitled to compensation of all pecuniary damage, such as any loss suffered, loss of profit and costs incurred.

Article 23: Applicable law and choice of forum

- 23.1. The law of the Netherlands is applicable.
- 23.2. The Vienna Convention on Contracts for the International Sale of Goods (CIGS) is not applicable, nor is any other international regulation the exclusion of which is permissible.
- 23.3. Only the civil court that has jurisdiction in the place of establishment of AquaControl may take cognizance of disputes, unless this would be contrary to peremptory law. AquaControl may deviate from this rule of jurisdiction and apply the statutory rules governing jurisdiction.
- 23.4. The parties may agree a different form of dispute resolution such as arbitration or mediation.
- 23.5. The fact that one or more Articles in the Terms are declared invalid by virtue of statutory measures and or a judicial decision, or are at least considered unreasonably onerous, shall not affect the applicability of the other parts of the Terms. If a provision in the Terms is invalid, or at least unreasonably onerous, then that provision shall be replaced with a valid provision which as much as possible approximates the purpose of the invalid or at least unreasonably onerous provision. In that case, AquaControl and Customer must consult one other about the wording of this new provision.
- 23.6. The Terms have been filed at the office of the Chamber of Commerce and Industry in Breda, The Netherlands, with reference number 55393748. The Terms may be amended by AquaControl. Changes shall become effective 15 days after the date on which the changes were announced, unless a later effective date is stated in the announcement. The amended Terms shall apply to the Agreements not yet executed as from the effective date.
- 23.7. In case of a conflict between the Dutch and English text of the Terms, the Dutch text shall be decisive.