



POWELL ELECTRONICS EUROPE B.V. GENERAL TERMS OF SALE

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1. APPLICABILITY AND ACCEPTANCE.

These general terms of sale apply to all agreements entered into with Powell Electronics Europe BV and affiliated enterprises (after this to be called POWELL), unless explicitly agreed otherwise in writing. Customer is considered to accept these by the single act of placing an order. The customer is not entitled to resort to deviant and/or supplemental clauses and/or his own general terms.

2. TENDER.

All tenders are without engagements.

3. ERRORS IN ORDER CONFIRMATIONS.

Any errors, or errors claimed by customers, in order confirmations by POWELL, are required to be reported in writing within 3 working days of receipt of the order confirmation. After this period, customer is considered to agree to the way in which the agreement entered into was established in writing.

4. DELIVERY, TRANSPORT, AND RISK.

Goods are transported under insurance. Any costs of transport and packaging of the goods are excluded from the purchase price of these goods, and are entirely at the expense of customer. Delivery of goods to the transporter applies as delivery to customer, and therefore the risk is transferred to customer at that moment. Deviations from the above are possible, provided this has been agreed upon in writing.

Selection of transporter and route to be followed is performed by POWELL, except when customer states his preferences concerning these matters, and POWELL agrees to these preferences in writing. POWELL reserves the right to deliver the order in several shipments. Delivery of an amount of goods smaller than the amount specified does not exempt customer of his obligation to accept all delivered goods and to pay for these.

5. DELIVERY PERIOD.

POWELL will perform reasonable efforts to initiate transport, and in addition will try to attune the date of delivery as closely as possible to the date of delivery requested by customer. Nevertheless, the delivery times submitted by POWELL are estimations, as a result of which these may never be considered fatal deadlines, unless agreed otherwise in writing. On untimely delivery therefore, POWELL is still required to be given proof of default and a reasonable term within which delivery may still take place. On delivery of the order in several shipments, delay in the delivery of one shipment does not entitle customer to refuse acceptance of later shipments, or to cancel the purchase agreement with regard to the shipments yet to be delivered. If a delivery period has been explicitly agreed upon, but POWELL is unable to meet adhere to this period by causes of force majeure, POWELL is entitled to suspend delivery until such force majeure has ceased, or to annul the purchase agreement, without obligation to settle any damages to customer in this regard. If delivery fails to occur within 2 months of the delivery date submitted, the customer is entitled to annul the purchase agreement after these 2 months, without any rights to compensation of damages.

6. FORCE MAJEURE.

In case of force majeure, POWELL is entitled to terminate the agreement, or to suspend its obligations under the agreement until said force majeure has ended, at its sole discretion and without need for legal intervention, without being held to any compensation of damages. Force majeure includes, but is not limited to, untimely delivery by importer/factory/supplier to POWELL of products and materials, shortages of raw materials and equipment, delays in transport (for any reason whatsoever), lack of human resources as a consequence of strikes or other causes, impairing measures by governments or third parties, and actions or neglect by government, administrative, or military authorities, or by third parties and amendments to relevant law and legislation.

7. OBLIGATION OF ACCEPTANCE.

If goods are not accepted within 14 days or within other agreed periods, the customer is regarded to be legally defaulting, and POWELL is entitled, without prior proof of default, to suspend its obligations under the agreement, and either to charge sold goods and claim payment and compensation of damages, or to annul the purchase agreement and claim compensation of damages. In case of charging as mentioned above, the goods will be stored at POWELL or a third party, at customer's cost and risk. Any costs resulting from this will therefore be charged to customer, in addition to cost price. In case of annulment of the purchase agreement as mentioned above, customer is due compensation of damages to POWELL, which will include in any case the losses caused, any loss of profits, and costs associated with storage of the goods. In addition to this compensation of damages, customer is due to POWELL a fine of 25% of the purchase sum (not including V.A.T.), which is claimable immediately.

8. RESERVATION OF PROPERTY.

All goods delivered and/or yet to be delivered remain property of POWELL until customer has settled any claims still existing towards him by POWELL, regardless of whether these goods have already been accepted into usage by customer. POWELL reserves the right to reclaim these goods and to take them into its possession, if customer has not paid the amount due before or on the expiry date, if he liquidates, applies for moratorium, is declared to be in a state of bankruptcy, or is placed under legal restraint or receivership. Customer is entitled to incorporate the goods into his enterprise in normal fashion, despite the reservation of property. Any other acts of ownership are forbidden to the customer, such as, for example, committing the goods on behalf of third parties, for example bank institutions, by establishing rights of pledge to the goods, or otherwise.

9. ESTABLISHING SECURITY AND SUSPENSION OF DELIVERY.

POWELL may suspend future deliveries as long as customer has not met his obligations of payment regarding deliveries performed. Furthermore, POWELL is entitled to require bank guarantee at the value of the purchase price of the new delivery, in such cases and in case POWELL has other justified reasons to doubt the creditworthiness of customer, before POWELL is held to proceed to delivery of those goods.

10. COMPLAINTS AND RETURNING OF GOODS.

If customer has complaints about the delivered goods, he is required to notify POWELL of this in any case within 10 days of establishment of the complaint, and at the very latest within the period of guarantee as stipulated in Article 12 of these General Terms. If customer does not notify any complaint(s) to POWELL within this period, he is considered to have accepted the delivered goods, and is no longer entitled to the guarantee, as stipulated in Articles 11 and 12 of these General Terms. Return shipment of the goods is required to occur in accordance with POWELL's Return Material Authorization Procedure ("RMA procedure"). POWELL does not accept return shipment of goods without an RMA number issued by POWELL, which only POWELL may issue according to its own judgment. Customer bears full responsibility for packaging of the returned goods. Packaging is required to be of such nature that the goods cannot be damaged in any way. Any returned goods will be returned by advance payment freight, according to the description in the RMA procedure. If customer is of the opinion that the goods returned are flawed, a full description of the assumed flaw must be included with the returned goods. Goods which do not qualify for return shipment will be redistributed to customer by POWELL, at the expense of customer. Orders for special, custom-made goods, or goods which otherwise cannot be considered standard issue, including goods which require assembly in package format, goods of suppliers which are not included in POWELL's product list, goods of which the production process has already commenced and/or goods which are otherwise established "NCNR" or "Non-Cancellable and Non-Returnable" by POWELL cannot be cancelled. NCNR goods cannot be returned.

11. GUARANTEE.

If, at the time of transfer of risk, the goods appear to be flawed and POWELL, in accordance with the previous clause, is notified of the flaw within the applying period of 10 days after establishment of the flaw, and at the very latest within the guarantee period as stipulated in Article 12 of these General Terms, POWELL will exclusively be held to repair or replace the flawed item delivered. The right to choose between repairing and replacing the flawed item is exclusively reserved to POWELL. If POWELL is unwilling or unable to proceed to replacement or repair of the flawed item within a reasonable period, or POWELL fails to meet this obligation for any reason, the customer is entitled, at his own discretion, to either annul the agreement or demand a reduction of the purchase price. No guarantees are provided: (1) with regard to the appropriateness of the goods for a specific use or purpose, unless appropriateness of the item for that specific use or purpose was explicitly confirmed in writing by POWELL; (2) with regard to flaws which have occurred after transfer of risk, for example, by a faulty treatment of the goods (non-adherence to the prescribed manual or the prescribed conditions of usage), by damage incurred or any other external influences; (3) in case the flaw was reported to POWELL too late; or (4) towards other persons than the customer. Information distributed verbally with regard to the product (including, without limitation, information regarding specific properties and performance of the product) will never constitute any guarantee/ agreement regarding the capacities, properties, and/or quality of the item, unless POWELL has explicitly confirmed this information to be binding in writing.

12. GUARANTEE PERIOD.

Unless agreed otherwise in writing, POWELL grants to the customer a guarantee period of 12 months. The right to make a claim under the guarantee expires after this period of 12 months. The expiry period commences at the moment of delivery to customer, or from the moment delay occurs in the acceptance of goods by customer. In case the producer of the goods provides a guarantee period applying to the goods which exceeds 12 months, POWELL will have this extended guarantee period apply to the customer, at customer's request, under the explicit condition that the producer agrees to this.

13. LIMITATION OF LIABILITY.

Except in the cases described in Articles 11 and 14 of these General Terms, POWELL accepts no liability for any damages, except for intentional or conscious recklessness of POWELL or its subordinates. POWELL is not liable for damage which may arise by missing, breakdown, or failure to perform of components and/or equipment, and at which it can be known in advance that the producer of the item is responsible for this. If the customer so wishes, POWELL will disclose the name of the producer to him.

14. COMPENSATION OF DAMAGES.

If POWELL is established to be defaulting accountably in implementing its share of the agreement, it is only obliged, in regard of the clauses of Articles 10, 11, and 12 of these General Terms, to, at its own discretion, repair or replace the flawed item. A flaw cannot be attributed to POWELL if this is not attributable to its fault, or is not accountable to POWELL by law, legal act or generally applying notions. Under no circumstances is POWELL liable for unforeseeable and indirect consequential damage incurred by customer because of flaws in the item. Insofar as POWELL should nonetheless be held liable for compensation of any damages, the total amount of compensation will never exceed the purchase price of the item, and will under no circumstances exceed Euro 50,000; unless a higher limit is agreed between the parties in writing.

15. INDEMNIFICATION AGAINST LIABILITY ON UNAUTHORISED USAGE.

The goods sold and delivered by POWELL are only intended to be used for the purposes specified by the relevant producer. These purposes do not include usage of the goods within systems of (artificial) preservation of vital functions, usage of the goods in connection to nuclear materials, or any other purpose of which it can reasonably be expected that any flaws in the goods may cause death, physical injury, damage to health, or exceptionally great damage to capital. In case customer nevertheless uses or sells any goods purchased from POWELL or programmed by POWELL for the purposes mentioned above, the customer does so completely at his own risk and his own responsibility. The customer hereby fully indemnifies POWELL and the relevant producer, and/or as

soon as he is first requested to do so, against any claims and against any legal measures resulting from the unauthorized usage of the goods for the purposes mentioned above, including costs for legal aid.

16. PRICES.

If, between the moment of order confirmation and the moment immediately preceding actual delivery, the costs for POWELL have increased as a consequence of exchange rates alterations, as a result of salary increase, as a result of raw material price increase, or as a result of measures by its own or a foreign government, POWELL is entitled to pass this increase on to the customer in the goods he purchased.

17. MINIMUM ORDER.

POWELL only accepts orders at a minimum invoice amount of Euro 250.

18. PAYMENT.

Payment of each invoice amount, including V.A.T., is required to occur within 30 days of date of invoice. Payment either occurs in cash at Nieuwegein, or through transfer to the POWELL Giro/Check or bank account. Payment occurs without any application of compensation, costs being subtracted, and/or cost reduction. If delivery occurs in 2 or more parts, each partial delivery will be invoiced separately. If an invoice is not paid on the latest day available for this, the invoice becomes claimable immediately. On the basis of such default, POWELL may conclude that the customer will also default in his other payment obligations, which results in all other invoices due becoming claimable immediately, unless the customer declares in writing, within 5 days, to meet all his obligations within 10 days. Generally, the payment obligations of customer is not suspended, unless the customer has a clearly founded complaint with regard to the item for which the invoice is due, and even then suspension will only be allowed to occur with respect to the payment obligation relevant to the allegedly flawed item.

19. DEFAULT.

If payment has not occurred on the latest term available for it, customer will be legally defaulting, and interest at a rate of 15% per year will be charged for each invoice due, starting at the date of default. In addition, an amount for extrajudicial costs will be charged to the customer, at a minimum of Euro 50.00. The sum of collection costs depends on the amount to be collected, and will be calculated in accordance with the guidelines of the Dutch Bar Association (Nederlandse Orde van Advocaten). Payments made by the customer are first intended to cover any interest due, and subsequently for claimable invoices which are due longest, even if customer indicates payments to be intended for a later invoice.

20. ANNULMENT OF THE PURCHASE AGREEMENT.

In case of default, POWELL may claim complete or partial annulment of the purchase agreement instead of adherence to payment, with an amount of damage compensation to be established proportionately. This compensation will at least include compensation of loss of profits, of losses incurred, and compensation of costs incurred by POWELL in order to repossess the goods and to return them to their original condition. In addition to this compensation of damage, customer is due to POWELL a fine equal to 25% of the purchase sum (not including V.A.T), which is immediately claimable.

21. INTELLECTUAL PROPERTY.

If an order includes software or any other kind of intellectual property, such software or intellectual property may be used by customer under the explicit restriction that its property remains reserved to POWELL. On behalf of the usage of such software or other intellectual property, a license agreement will be entered into between POWELL and the customer. The conditions and clauses relevant to the software or other intellectual property are recorded in this license agreement, which is to be included with the software or other intellectual property. No condition or clause in the license agreement, nor in these General Terms, grants any right, any authorization, or any license to use the software or other intellectual property in ways or for purposes which have not been explicitly allowed in the license agreement.

22. EXPORT AND RESALE CLAUSE.

Any goods supplied by POWELL are intended to remain in the country agreed upon with customer. Resale and/or other usage of the goods and related technology and documentation occurs at customer's own account and risk. Customer is personally responsible for adherence to any relevant export and import conditions. POWELL accepts no liability whatsoever in this regard. It is pointed out to customer that export of goods supplied by POWELL outside the Benelux, or resale to companies active within the field of nuclear industry or for nuclear purposes is only possible after approval by the Dutch Ministry of Economic Affairs (Ministerie van Economische Zaken), and the "Office of Export Control" est. Washington DC 20230.

23. COMPUTER AND DATABASE.

With adherence to legal conditions, personal data will be stored and processed where necessary for business purposes.

24. JURISDICTION.

Any disputes caused by present agreement, fall under the exclusive jurisdiction of the Court of Utrecht (Rechtbank te Utrecht) unless the customer indicates within 1 month of the onset of the dispute, in writing, that he prefers the Judge authorized by law.

25. APPLICABLE LAW.

All transactions to which these terms of sale refer are implemented in accordance with Dutch Law.

26. EXCLUSION OF UN CONVENTION ON THE INTERNATIONAL SALE OF GOODS. (CISG/Weens Koopverdrag/ Vienna Agreement)

Applicability of the UN Convention on the International Sale of Goods is hereby exclusively excluded.

27. ORDINANCE.

POWELL declares that the goods delivered by POWELL do not fall under jurisdiction of ordinance 1207/2001.