

For your convenience we have included our "CONDITIONS FOR DELIVERY AND PAYMENT MTU Detroit Diesel Benelux BV HAVING REGISTERED OFFICE AT DE MERWEDESTRAAT 86 IN DORDRECHT" in the English language, pages numbered 1, 2, 3 and 4.

In case of any dispute arising from this English translation, the Dutch version named "LEVERINGS- EN BETALINGSVOORWAARDEN MTU Detroit Diesel Benelux BV GEVESTIGD AAN DE MERWEDESTRAAT 86 TE DORDRECHT" in the Dutch language shall prevail and finally be binding for all parties. On your request we will forward the original Dutch version.

Registered with the Office of the District Court in Dordrecht on 5th December 2003 under registration number AL 45/2003

CONDITIONS FOR DELIVERY AND PAYMENT MTU Detroit Diesel Benelux BV
HAVING REGISTERED OFFICE AT DE MERWEDESTRAAT 86 IN DORDRECHT

Article 1 General

1. These conditions for delivery and payment are applicable to all our offers, to all orders given to us and to all agreements concluded with us. Any reference by the client to his own general conditions at any stage during the conclusion of the agreement with us is expressly rejected. In the event of being contrary to written conditions of purchasing, conditions of tendering or other conditions of the client, our conditions shall have priority, except when and insofar as, client's conditions have been expressly accepted by us in writing.
2. In these general conditions, the following terms have the following meaning: "Client": any natural person or legal entity who purchases products from us and to whom we make offers.
"We" and/or "Us": the contractor, who has been given an order by the client and/or has concluded an agreement with the latter or the party that refers to these general conditions in his offer.
"Products": all goods which are the subject of an agreement, as well as all results of the services provided by us, such as contracting work, fitting, installation, advice, etc.

Article II Offers; conclusion of agreements

1. All our offers or quotations are free of obligation unless otherwise expressly stated in writing. Any offer or quotation from us is based on the assumption that we will be able to carry out the order under normal conditions and during normal working hours. An agreement shall only be concluded if and insofar as we have accepted an order from the client in writing or if we commence the execution of an order. The applicable date for the conclusion of the agreement shall be the date of sending of our written order confirmation or the first day of the actual execution by us of the order.
2. If we carry out any activities at the request of the client before an agreement has been concluded, we shall be entitled to demand payment for such, in accordance with our applicable rates at that time, unless otherwise expressly agreed in writing.
3. In the event of a written acceptance by us, we shall not be obliged to do more than that which has been accepted by us in writing. The client shall be deemed to be bound by his order as long as the order has not been refused by us.
4. Additional and deviating specifications in the order with respect to our offer or quotation shall only be binding for us if and insofar as the specifications have been expressly accepted by us in writing.
5. All specifications of numbers, measurements, weights or other designations of the products provided by us have been made with all due care, but we cannot guarantee that deviations from such will not occur. Any samples, drawings or models, etc., presented or provided shall at all times only be indications of the relevant products.

Article III Prices

1. Unless otherwise expressly agreed in writing, our prices apply ex factory, therefore exclusive, for example, of transport and/or postage, packaging, insurance and any charges or taxes and/or other levies imposed by the government, as well as any costs in relation to goods made available by the client in connection with the execution of the order.
2. If after the date of conclusion of the agreement in accordance with article II, paragraph 1, the prices of equipment, auxiliaries, parts, raw materials, wages, salaries, national insurance contributions and government taxes increase before the order has been completed, we shall be entitled to increase our prices accordingly.
3. We are entitled to charge separately for any extra work carried out by us, such also when the extra work has not been ordered in writing and/or the price of such has not been agreed in advance. In relation to the

calculation of the price for extra work, the provisions of the previous paragraphs of this article shall correspondingly apply.

The application of article 7a:1646, Civil Code, is expressly excluded.

4. If fitting and/or installation of the products supplied is expressly included in our order confirmation, and is therefore a part of the agreement concluded with the client, the price described in this article will be calculated, inclusive of fitting and/or installation and the commissioning of the products in the location stated in the agreement. The costs and the financial consequences of the obligations of the client referred to separately in article VI, have not been included in this price, except if and insofar as expressly included in our order confirmation.

Article IV Packaging

Unless otherwise expressly agreed in writing, the products shall, if necessary and entirely at our discretion, be packaged in the usual packaging for the products; this taking into account the provisions of article III, paragraph 1. Unless otherwise agreed in writing, we shall not take back the packaging.

Article V Documents, auxiliaries and recommendations

1. Any budgets, plans, catalogues, illustrations, drawings, measurements and weight specifications drawn up, produced or made available by us or other documents in connection with offers or supplies, as well as auxiliaries such as models, templates, stamps, moulds and tools, shall at all times remain our property and must be returned to us on demand, even if the manufacturing costs have been charged to the client.
2. Except with our written permission, the client guarantees that the documents, auxiliaries and information provided by us as described in the previous paragraph shall not be copied or otherwise reproduced or disclosed or made available to third parties, for reuse or otherwise. We are entitled to demand that the client provides cooperation with any confidentiality agreement requested by us.
3. Taking into account what is stipulated in article II, paragraph 5, any recommendation, calculations, notifications and statements made by us concerning the capacities, results and/or expected performance of products supplied or activities to be carried out by us, shall only be binding if and insofar as such details are included in our written order confirmation or are part of the written agreement concluded between us and the client.

Article VI Fitting, installation

1. Insofar as otherwise expressly agreed, all activities related to fitting, installation, testing, dismantling, repairs and any other activities shall be carried out by the client and shall be for his account and risk.
2. If and insofar as agreed that fitting and installation shall be carried out by us, the client must ensure that the necessary facilities, provisions and conditions for the fitting and/or installation activities to be carried out by us are provided on time and in the correct way. These provisions and other activities to be carried out in this connection shall at all times be for the account and risk of the client.
3. The client shall ensure, amongst other things for his own account and risk, that our fitters are given the opportunity to carry out the work. Taking into account the necessary safety regulations and other precautions, the client shall provide the necessary auxiliary materials and/or equipment and provide assistance as required, either using his own staff or temporary staff made available by him. The client shall ensure that the appropriate accommodation and other personal facilities are available for our fitters.

4. All ancillary activities in connection with the fitting and/or installation and the necessary materials for such, as well as the transport of these materials to the location of fitting and/or installation, shall be for the account and risk of the client. The ancillary activities in question can consist of activities related to foundation, demolition, excavation, carpentry, brickwork, painting, electrical and plumbing, and moreover all work of a structural nature. Likewise for the account and risk of the client shall be floor slabs, stairways and platforms, plates over piping and cabling channels and protective covers, chocks, shims, brackets, supports, as well as all other wrought ironwork, drives and belts.
5. Travelling expenses shall be charged to the client separately. In derogation of what is stipulated in article III, paragraph 4, we reserve the right to charge extra labour costs separately if in our opinion, contrary to the assumption referred to in article II, paragraph 1, it is necessary to carry out work outside normal working hours and/or in special circumstances. Without our permission, our fitters must not be asked to work longer than they are required to by law or under the collective labour agreement applicable for the industry sector or outside normal working hours.
6. During all work, the client is fully liable for any damage to tools and other property suffered by us, so that in the event of theft or loss the replacement value of such must be reimbursed by the client.
7. All costs caused by the non-compliance with the above provisions by the client shall be for his account.
8. The above-mentioned provisions of this article equally apply for dismantling, repairs and other activities.
9. What is stipulated in article VII with respect to the delivery time is also applicable to the time agreed for fitting and/or installation. Not deemed to be part of the fitting and/or installation agreed with us is a running-in period for the machines, installations and the like fitted by us.
10. The stipulations in the relevant articles of these conditions with regard to price, delivery, risk and guarantees also apply to fitting and/or installation.

Article VII Delivery time

1. The delivery time, such also to include the period for the work to be carried out by us, shall commence on the date stated in our written order acceptance. If for the execution of the order, certain data, drawings, etc., are necessary or certain formalities have to be observed, then the delivery time shall commence on a later date, namely the date on which all data, drawings, etc. are in our possession or the required formalities have been observed. If an initial payment is required by us when the order is made, the delivery time shall commence on a later date than the written order acceptance or receipt of the above-mentioned documents, namely the date on which this payment has been received by us.
2. All delivery times given by us shall not be final deadlines and are in all cases without obligation. The mere expiry of such shall not constitute breach of contract. We shall do our utmost to keep to the stated delivery times as closely as possible. Notwithstanding deliberate act or gross negligence, exceeding the delivery time shall not entitle the client to claim damages, to refuse the product or to wholly or partially dissolve the agreement.

Article VIII Force majeure

1. Force majeure shall be understood by us to mean: any circumstance beyond our control as a result of which the fulfilment of our obligations towards the client is wholly or partially prevented or as a result of which the fulfilment of our obligations cannot reasonably be required from us, regardless of whether or not the circumstance was foreseen when the agreement was concluded. We shall inform the client of any such force majeure circumstance as quickly as possible.
2. In any case all situations of force majeure, such as war, threat of war, civil war, civil unrest, hostage-taking, molestation, fire, water damage and flooding, strikes, plant/office occupation, lockouts, shortage of labour or raw materials, defects to machines and/or installations, breakdowns in the supply of energy, either in our company or those of third parties from whom we have to source wholly or partially the necessary materials or raw materials, as well as during storage or during transport by us or otherwise and moreover all other causes not of our doing or fault, shall discharge us of any obligation to fulfil our obligations, such to include the delivery time, as long as the relevant impediment concerned continues. Any entitlement to claim damages for such whole or partial non-fulfilment

as referred to in the above-mentioned cases is also excluded.

3. If the situation of force majeure continues for longer than six months, we are entitled to wholly or partially dissolve the agreement in writing. In such cases, the client will not be entitled to any compensation whatsoever.

Article IX Delivery

After the relevant products have left our factory or when we have informed the client in writing that the products are ready for delivery, they shall be deemed to have been delivered, notwithstanding what is stipulated in article XI and regardless of any obligation on our part to fulfil fitting and installation obligations. The location of delivery shall therefore be our factory, even if carriage paid and/or transport by us have been agreed. In the event delivery takes place in consignments, only the separate consignments shall be deemed to have been delivered.

Article X Risk

1. The risk is transferred to the client at the time of delivery within the meaning of article IX. What is stipulated in the previous sentence shall equally apply in full, even in the event of damage to products caused by the destruction of packaging.
2. If the client does not accept the products, either timely, properly or not at all, he shall be in default without any notice of default being required. We shall then be entitled to store the products for the account and risk of the client or to sell such to a third party. The client shall continue to owe the purchase price plus interest and all charges, however, where relevant, less the net proceeds of a sale to a third party.
3. Unless otherwise agreed in writing with the client, the dispatch and/or transport of the products, if to be carried out by us, shall be for the account and risk of the client and the products will not be insured by us for transport risks. Even if we have issued a statement to the carrier that all damage during the transport will be for our account, the transport risk shall nonetheless be for client's account and we are not obliged to undertake steps to recover damages. If required, we can transfer our rights with respect to the carrier to the client.
4. Except where otherwise expressly agreed in writing, all products given to us for tooling, repair or inspection shall remain with us at client's risk. We commit ourselves to storing and handling the products given to us by the client with the appropriate due care.

Article XI Retention of title

1. The ownership of the products shall only be transferred to the client when all the obligations arising under this agreement or under any other related agreement have been fulfilled. These obligations shall be deemed to include, in addition to the payment of the purchase price, all activities carried out or to be carried out, in relation to the products, as well as all surcharges, interest, taxes and costs, etc. incurred in relation to the agreement.
2. The client is not entitled before that date to sell, hire or pledge the products or to mortgage such or to transfer such in any other way to third parties. The client is entitled to process and/or use these products in connection with his normal business activities.
3. The client shall allow us immediate access to recover the delivered products, without further notice of default or judicial intervention being required. If the client does not fulfil his (payment) obligations towards us either on time or properly, we are irrevocably authorised now for then by the client to dismantle and recover any products supplied and installed by us on movable property or real estate at our first demand, without any notice of default or judicial intervention being required.
4. The client is obliged to inform us immediately in writing of the fact that third parties have a (possible) claim on the products for which we have retention of title. In the event it becomes apparent that the client has not complied with this obligation, a fine of 15% shall be payable on the unpaid part of the amounts owed for the products subject to the retention of title, without prejudice to our other rights in relation to such claims.
5. Each payment which we receive from the client will first of all be used to pay outstanding amounts owed by the client in relation to items for which we no (longer) have any retention of title in the meaning of paragraph 1 of this article.

Article XII Credit limitation surcharge

The invoice amount can be increased by us with a separate credit limitation surcharge specified in the invoice. If payment is made within 14 days of the invoice date, the credit limitation surcharge will not have to be paid.

Article XIII Payment

1. Unless otherwise agreed in writing, payment of the purchase price and/or the agreed price in relation to the work carried out or to be carried out by us will at our discretion be payable cash on delivery or within 14 days after delivery in accordance with what is stipulated in article IX. All payments shall be made without any discount or settlement. If the client is of the opinion that he still has outstanding claims of any type whatsoever, with regard to the delivery or execution of the order, this does not relieve him of the obligation to make payment in the agreed manner and he shall not be entitled to suspend his payment obligations.
2. If payment in instalments is agreed, unless otherwise expressly agreed in writing between the parties, this shall take place as follows:
20% (per cent) with the order.
70% (per cent) when the products are ready for delivery or on completion of the work carried out by us.
10% (per cent) within 14 days after the due date of the second instalment.
3. Payment for extra work must be made as soon as this has been charged to the client by us.
4. We are entitled, if at any time we have reasonable grounds to doubt the creditworthiness of the client, before proceeding, to demand full or partial advance payment of the purchase price or that the client provides sufficient security, such as by way of a bank guarantee or undisclosed pledging of the products delivered by us. In such cases we are also entitled to supply exclusively on a cash-on-delivery basis.
5. In the event we have agreed with the client that payment shall be made via a bank or if security is provided by way of documentary credit or bank guarantees, the client shall guarantee that such shall at all times be performed by a first-class bank. If we have reasonable grounds for doubting the aforementioned qualification, we are entitled to refuse the proposed bank and to designate another bank.
6. The client shall be legally in default by the mere expiry of any payment deadline. In such cases all our claims against the client shall be immediately payable in full, notwithstanding our other rights in relation to such.
7. The client shall on all amounts that have not been paid as of the last day of the payment period, without any notice of default being required, owe interest from that date equal to the statutory interest applicable in the Netherlands at that time, increased by a surcharge of 2%. The amount over which interest is owed shall be calculated at the end of each year and increased by the interest owed for that year. If the client has also not paid the amount owed plus the interest, after expiry of a further payment deadline set in writing, the client is obliged to compensate us for all judicial and extrajudicial costs, which will be set at a minimum of 15% of the outstanding amount, but which in all cases shall be no less than EUR 150 excluding value-added tax.
8. We are entitled to confiscate client's goods which have been made available to us in connection with the order awarded to us and to suspend the release of such goods until the client has fulfilled all his payment obligations towards us.

Article XIV Dissolution

1. If the client does not fulfil any obligation arising out of the agreement concluded with us neither fulfil on time nor properly, he will be in default and we will be entitled without any notice of default or judicial intervention to:
 - suspend the implementation of the agreement and the agreements directly associated with such until payment has been sufficiently guaranteed; and/or
 - wholly or partially dissolve the agreement and the agreements directly associated with such;this without prejudice to our other rights and without being liable for any damages whatsoever.
2. In the event of bankruptcy, suspension of payment, cessation of business operations or liquidation of the company of the client, all agreements with the client shall be legally dissolved, unless we notify the client within a reasonable period that we wish (a part of) the relevant agreement(s) to be fulfilled, in which case without any notice of default being required we shall be entitled to:
 - suspend the implementation of the relevant agreements until payment has been sufficiently guaranteed; and/or

- to suspend fulfilment of any of our payment obligations, of any nature whatsoever, towards the client;
this without prejudice to our other rights and without being liable for any damages whatsoever.

3. Should such an event occur as referred to in paragraph 1 or paragraph 2 of this article, all our claims against the client shall be immediately due and payable in full and we will be entitled to take back the relevant products. In that case we will be entitled to enter the sites, buildings and vessels of the client in order to repossess the products. The client is obliged to take the necessary measures to ensure we are able to exercise our rights.

Article XV Cancellation

1. If the client wishes to cancel the order awarded to us and we agree to such in writing, the client shall be obliged - unless otherwise agreed in writing - to take over all materials and raw materials purchased by us, whether or not by forward delivery, whether or not treated or processed, at the price paid by us, including labour costs and moreover to compensate us for any loss of profit by payment of 15% of the agreed price; this without prejudice to our other rights.
In the event we have concluded a foreign exchange agreement with a bank or a third party, the client shall be obliged to compensate us for any foreign currency losses resulting from the cancellation.
2. The client is obliged at all times to indemnify us against claims from third parties resulting from the cancellation of the order.

Article XVI Inspection and complaints

1. The client is obliged to carry out a thorough inspection of the products or have this done, immediately after arrival at the destination or after completion of the work carried out by us or - if earlier - after receipt by himself or by a third party contracted by him. Any complaints regarding defects in the products resulting from faults in the materials or manufacturing, as well as differences in quantity, weight, composition, quality between the products supplied and the description given for such in the order confirmation and/or invoices, must be reported to us in writing within 14 days after arrival of the products and/or completion of the work, notwithstanding what is stipulated in paragraph 3 of this article. If, however, testing or inspection has taken place in our factory, any complaints must be made during this testing or inspection and recorded in writing.
2. Defects which could not reasonably be detected within the above-mentioned period must be reported in writing to us immediately after discovery and no later than within the applicable guarantee period. Complaints with regard to invoices can only be made in writing within 14 days after receipt of the invoices, whereby the date of receipt shall be set at one day after the date of sending.
3. Minor deviations from the usual tolerances shall not be grounds for the client to make a complaint, to ask for compensation or to request cancellation of the order.
4. If a complaint has not been made within the periods set in this article, the client shall lose all entitlement in relation to such defects.
5. After the discovery of any defect, the client is obliged to immediately cease the use, operation, processing or installation of the relevant products and he shall provide any cooperation requested by us for the investigation of the complaint, including making it possible for us to carry out an on-site investigation into the circumstances of the processing, installation and/or usage.
6. The client is not entitled to a refund in relation to defects in products which cannot be checked by us. The client is not free to return the products before we have given written approval for this.

Article XVII Guarantee

1. For a period of six months after delivery in the meaning of article IX, we will provide a guarantee for faults in materials and manufacturing. Our guarantee implies that we will repair the faults at our expense or - such exclusively at our discretion - wholly or partially take back what has been supplied and replace it with a new delivery. If we replace (parts of) supplied products to fulfil our guarantee obligation, the replaced (parts of) products become our property.
All costs exceeding the above-mentioned obligation shall be for client's account, such as transport costs and travel costs for dismantling and fitting. If we carry out repair work to supplied products to fulfil our guarantee obligation, the relevant products shall remain completely for the risk of the client.

2. Our guarantee will not apply if:
 - A. the faults are the result of injudicious use or of causes other than defective materials or manufacturing;
 - B. we have supplied used materials or used goods in accordance with the order;
 - C. the cause of the faults can clearly be shown;
 - D. all of the instructions given for the use of the products and the other specifically applicable guarantee terms have not been observed strictly and in full.
 3. If products have been given for processing, repairs, etc., a guarantee will only be given for the soundness of the ordered processing carried out. For parts which we have not manufactured ourselves, we will not give more guarantee than is given to us by our suppliers. If we have agreed to fit and/or install the products, our guarantee obligation with regard to such only applies insofar as there is faulty fitting and/or installation. In such cases, the guarantee given by us commences on the date that the fitting and/or installation has, in our opinion, been completed by us, with the understanding that in such cases the guarantee period shall in any case end six months after the date of delivery in the meaning of article IX.
 4. Our guarantee shall become null and void if:
 - A. it concerns faults that are wholly or partially a consequence of any government regulations in relation to the nature or the quality of the materials used or in relation to the manufacture;
 - B. the client has made alterations and/or repairs to the supplied products or has these made by others at his own initiative during the guarantee period;
 - C. the client does not fulfil any obligation either on time or properly arising from this or any other related agreement, including the obligations with regard to inspection and complaints specified in these conditions.
 5. Unless otherwise expressly agreed in writing, we are exclusively held to fulfil the guarantee obligations referred to in this article within the Netherlands.
- registered office, unless the parties have expressly agreed otherwise in writing.
3. The application of the Vienna Sales Convention is excluded unless the parties have expressly agreed otherwise in writing.

Article XVIII Liability

1. Our liability is limited to the fulfilment of the guarantee obligation described in article XVII.
2. Except in cases of deliberate act on our part and notwithstanding our guarantee obligations, we shall at no time be liable for any damage of the client, including consequential damage, immaterial damage, consequential losses or environmental damage or damage resulting from liability towards third parties.
3. If and insofar as, despite that which is stipulated in paragraphs 1 and 2 of this article, we are nonetheless in any case held liable by a competent court, our liability towards the client on any grounds whatsoever shall in all cases per event (whereby a series of related events shall be considered as one event) be limited to the amount of the relevant contract price exclusive of turnover tax.
4. The client is obliged to indemnify and compensate us for all costs, damage, and interest which might arise for us as a direct result of claims from third parties in relation to events, actions or negligence during, or in connection with, the execution of the order, for which we are not liable towards the client under these conditions.
5. We are not liable for the infringement of patents, licences, or other rights of third parties as a result of the use of information issued to us by, or on behalf of, the client for the execution of the order. If in the written agreement concluded with the client, or in our order confirmation, we refer to regulations related to technical aspects, safety, quality and/or other aspects concerning the products, the client shall be deemed to be familiar with these unless he immediately informs us in writing to the contrary. We will then provide him with further information regarding these regulations. The client is obliged at all times to notify his customers in writing of the above-mentioned regulations.

Article XIX Applicable law; competent court

1. All agreements concluded with us, which are wholly or partially subject to these conditions, are subject to Dutch law. The parties shall be deemed to have chosen domicile at the place where we have our registered office.
2. All disputes arising out of agreements concluded with us or these general conditions shall, insofar as otherwise not prescribed under mandatory law, be put before the competent court in the district where we have our