

1) Applicability:

- These general conditions apply to all our (Approved Green) offers and to all our agreements whatsoever. In particular, these conditions apply to our agreements to supply goods to our purchasers.
- Where is spoken in these terms "purchaser" shall be understood any natural or legal person who, is in a contractual relationship with us, or other agreement to be stated. In particular, the term "purchaser" includes the person whose order and on whose behalf the goods are delivered.
- From these general conditions can be deviated only and only if and insofar as expressly agreed in writing.
- If the purchaser refers to (his) general conditions, the conditions of the purchaser will not apply. This is different only if and insofar as the applicability of the terms of the purchaser is not in conflict with our terms and conditions.
- Where in these terms refers to "supply (of goods)", this also includes the provision of services and activities of any kind.

2) Quotations:

- All our bids must be regarded as invitations to the potential purchaser to make an offer. They bind us therefore in no way, unless the offer itself expressly and unambiguously (in writing) says the contrary. The order given to us must be seen as an offer, which only after written confirmation from us (the confirmation) deemed by us to be accepted.
- From the offers made by us, the part of: design, drawings, models, samples, descriptions, pictures, etc. and any attachments and documents that relate to our offers, as well as our tools made in this regard stay our property and on request must be returned to us. Without our written consent may not be copied and / or given to third parties. Also we reserve all under any existing intellectual and industrial property rights.
- If the order to which our tender refers has not placed within 3 months after the day we made our offer, we can put the cost for us to make our bid, these also include the cost of making tools in the preceding paragraph to the customer charge.

3) Establishment Agreement:

- A contract with us comes into existence when we have accepted a written order given to us. An agreement is deemed too comes into existence when we send the order confirmation.
- The purchaser is bound to his order, in whatever form given to us, for a period of 8 days after the date of the order or (if an verbal order issued) after the giving of the order. A statement from the purchaser that he wants to cancel or modify his order during this period of 8 days cannot prevent an agreement based on the (original) order, if we still accept the order / confirmation within this period of 8 days.
- Our order confirmation sent to the purchaser is considered to give the correct contents of the completely signed agreement. The purchaser is deemed to agree with the content of our order confirmation, unless it is within 8 days after the date of our confirmation that he is not agreed with the contents in writing.

- Any additional agreements and / or commitments made by our staff, or on behalf of us and / or made by other persons who act as representatives are binding only if these agreements and / or commitments are confirmed by our director authorized represent (s) in writing.

4) Prices:

- Our prices are exclusive VAT unless expressly agreed otherwise in writing, excluding packaging, freight costs and other expenses.
- The prices in proposals, contracts and order confirmations are based on the time of conclusion of the agreement, applicable cost factors, such as exchange rates, manufacturing prices, raw material and material prices, wages and transport costs, insurance premiums, taxes, import duties and other government levies.
- We reserve the right, if after the date the agreement has been reached, but the day of delivery, increases in one or more of the cost factors occur, to charge this increases to the purchaser. Furthermore we are entitled in such a case to declare the agreement wholly or partially dissolved without judicial intervention is required. The latter is also entitled to the purchaser, but only within 3 months after the concluding of the agreement we come to the conclusion that changes in the cost have an increase of the price as result. If the purchaser want to use this right, he must within five days after receipt of the notice mail us to invoke the termination.

5) Delivery and delivery deadlines:

- On all of our deliveries Inco terms [EXW] apply.
- Our delivery times enter on the day the agreement has been closed, if all the data provided for the execution of the order is in our possession. Our delivery times will never be regarded as deadlines, unless otherwise agreed in the individual contract. In case of late delivery we must therefore be informed in writing. In case - notwithstanding the above - if in the individual contract expressly a fine is agreed for exceeding the delivery time, this is not due if the delay in delivery is due of Article 10 of these general terms and conditions.
- Unless the order confirmation shows the contrary, the delivery of goods will be send from the warehouse. Furthermore the goods travel on expense and risk of the purchaser. Foreign purchasers we provide, unless otherwise agreed, are ex warehouse. Furthermore the goods travel on expense and risk of the purchaser. Export and customs are clearance by us, but is borne by the purchaser.
- Unless purchasers take care of their own shipping agent we shall sent the goods with our favorably shippers on the risk and expense of the purchaser.
- If a purchaser ask us to the delivery the goods in a different way than usual, we can charge the cost to the purchaser.
- If delivery will be in instalments, we are entitled to see each delivery as a separate transaction.
- The purchaser is obliged to purchased the goods within the agreed time. Failing this, we are entitled to - at our discretion - pursuant to Article 6:60 Civil Code, to require that the competent judge will set us free of our commitment to deliver the agreed goods, or without prior notice to demand the payment of the purchase price of the part not taken. If the purchaser under the above fails, we will demand payment of the purchase price, the goods are deemed to have been delivered and we will store the goods on expense and risk of the buyer.

6) Claims by the purchaser:

- The purchaser is responsible for the accuracy and completeness of the information he provided us. The purchaser must where, in our offer, or what under Article 2 paragraph 2 contains, the provide information, sizes, colour, etc. take account of the usual tolerance and with small changes in the goods supplied by us . More particularly, this applies to deviations from the contracted amount, again, the purchaser must take into account the customary clearances. The goods supplied by us can differ from the description in the order unless and as far as minor differences in size, quantity differences and subordinates changes.
- Complaints by the purchaser, relating to defects in goods that are in apparent, should be reported by the purchaser within 8 days after delivery (or within 8 days after the invoice date, if the goods could not be delivered to the purchaser). That should be done by registered letter with a clear description of the complaint and stating the invoice in which the goods are invoiced. The purchaser have to inspect thorough and timely before use.
- Defects which were not apparent at the time of delivery, or in a careful check appeared, must be notified to us by the purchaser within 8 days after these defects come to light in the manner set in paragraph 2.
- Any claim by the purchaser relating to defects in the goods supplied by us expires if:
 - a) The defects not been notified to us within the deadlines and / or not in the manner set out the in paragraph 2 and 3
 - b) The purchaser don't cooperate with us to find the cause of the complaint;
 - c) The purchaser did not properly handled, stored, maintained the goods, or whether he has used or handled the goods under conditions other than for the purposes foreseen by us;
 - d) The application of the use of the goods on which the complains relate will be continued by the purchaser.
 - e) The warranty time has expired mentioned in the individual agreement, if such a term is missing, the complaints are raised after a period of more than 12 months since the delivery time has expired.
- In disputes about the quality of our goods delivered by us, a good reputable agency will make a binding ruling.

7) Liability:

- Only if the warranty obligations related to the goods supplied by us are not taken by third parties (eg manufacturers), may we be held responsible for. Our liability is then limited to defects from manufacturing and material defects.
- In case of a claim, if the merits of warrantee and the quality concerning, our liability determined by us referred to in paragraph 1. we are obligated to:
 - a) (free) repair of defects;
 - b) Delivery of replacement goods or parts, after receiving the returned defective goods or parts;
 - c) Refund of the purchase amount / crediting of the invoice sent to the purchaser with dissolved without judicial intervention of the agreement, all insofar as the purchase and the invoice relate to the agreement on the defective items;

- d) In agreement with the purchaser to pay compensation in other forms than mentioned above.
- If the purchaser repaired and / or made modification on the goods without prior written permission the guarantee obligation void on our part.
 - Subject to any obligations on us in respect of the above, we are never obliged to pay any compensation to the purchaser and others, unless there is intent or negligence on our part (by those who hold us liable to prove legally) remains the purchaser obligated to take the goods within the agreed time. In particular, we are never liable for consequential or trading loss, direct or indirect damages whatsoever profits and damage caused by downtime included - suffered by the client, his subordinates or by him employed third party caused by complete or partial (re) deliveries of goods, faulty or delayed delivery, or failure to deliver goods or the goods themselves.
 - The purchaser is not entitled to return the goods without a motivated claim. Should this occur without valid reasons, then all costs to return the goods come at the expense of the purchaser. We shall be free to store the goods on expense and risk of the purchaser.
 - The purchaser is obliged to indemnify us against all claims that third parties regarding the implementation of the agreement to us assert where the law does not prohibit such claims arising from damages and costs paid by the purchaser.
 - Goods purchased, according to the standard package or additional purchased warranty package can be claimed. It must be proved by the purchaser that the purchased item is associated with its guarantee package.

8) Retention and security:

- Supplied goods by us remain our property until the time that the goods supplied by us are fully paid. If we judge necessary, we have the right to demand from the purchaser assurance regarding compliance with its obligations.
- The purchaser is not entitled to the unpaid goods to pledge them to establish possessory pledge or any other business or personal law for them to establish third.
- Notwithstanding the foregoing provisions of this Article, the purchaser is allowed to sell goods to third parties, but this is only part of its normal operations. Then the purchaser is obliged to obtain funds immediately to transfer to us or, if not sold for cash, the acquired assets to be transferred immediately to us.
- If as a result of working or processing by the purchaser our ownership resting with the goods delivered by us is lost, the purchaser must promptly for a possessory pledge our attention on the issues arose after the working or processing.
- We are entitled at any time the doings under the purchaser (or third parties), but us the property, taking with us when we can reasonably assume that the real risk that the purchaser does not comply with his obligations . The foregoing is without prejudice to the rights as us arising from the common law: in particular, we reserve the right to the purchaser after the affairs of us take for compensation to appeal.
- The purchaser is obliged to reduce the risk of fire or theft in respect of the unpaid goods to insure and at our request to show this insurance.

9) Payment:

- Payment must be made in Euros, unless otherwise agreed, without any deduction or rebate cash on the spot where we are located, or by transfer to one of our designated bank account, in both cases immediately after delivery of the goods concerned, at least outwardly within 30 days after the invoice date, all unless otherwise agreed. When paying by bank transfer, the date of crediting our bank account as the date of payment.
- If the purchaser fails to (full) payment, he is in default without any further notice is required. Then we have the right, if a sufficiently coherent to the extent the failure of the purchaser, the fulfilment of our obligations towards the purchaser to suspend without prejudice to our rights arising from common law.
- We are also entitled to all future supplies to be made cash payment for delivery of the goods or guarantee for timely payment. Furthermore, we then terminate the agreement without judicial intervention, which the purchaser then has the obligation to return the goods delivered, or otherwise the obligation to undo the service provided by us, notwithstanding our right to compensation. Does the purchaser fails to timely payment, he forfeits to us, or the credit of the seller, without any further notice from us is necessary, from the due date until the date of full payment interest at the statutory rate plus 4 % per annum, calculated on the unpaid amount, with interest immediately due and payable without further notice. All with the collection of amounts invoiced costs involved (including the extrajudicial collection costs) shall be borne by the debtor. The extrajudicial costs are at least 15% of the principal with a minimum of / 50 - all excluding VAT. In addition, all adverse effects of exchange rate loss or otherwise of late payment or non payment arising on account of the purchaser, even though copper under the conditions existing in his country fulfil his payment obligations are met, but circumstances beyond his control or measures the transfer have to take place for us adversely.
- Payments in accordance with article 6:44 Civil Code, first reduce the costs referred to in paragraph 3, then against the interest and finally to the principal and accrued interest.
- If the financial position of Purchaser after the conclusion of the agreement, but before delivery of the goods a significant deterioration occurs, we are entitled in whole or in part, to refrain from further execution of the agreement, or a change in payment terms to claim .
- Seller may have claims arising from all transactions to a credit to his choice.

10) Force Majeure:

Force majeure shall mean any circumstance beyond our control is such that compliance with the agreement cannot be demanded of us (not attributable to deficiencies in the performance). Force majeure means, war, unrest and hostilities of any nature whatsoever, blockades, boycotts, natural disasters, epidemics, lack of resources, prevention and disruption of transportation facilities, disruptions in our business, import and export restrictions or prohibitions, obstructions caused by measures, laws or best lutes of international, national and regional (government) bodies. If we supply our duty to force majeure, not properly or timely, we are entitled to fulfil the contract or the unfulfilled portion as dissolved, or for a fixed time to suspend, at our discretion. In case of force majeure, the purchaser cannot speak for damages.

11) Applicable law:

The offers made by us and all our agreements only applies on Dutch law.

12) Dispute:

All disputes of any kind relating to / arising from our agreements and our supplies will be judged by the competent court in the Netherlands.

MRT Engines and Approved Green, Waardenburg Netherlands