

AGREEMENT FOR THE SALE AND DELIVERY OF GOODS

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OF DATALITE LED TECHNOLOGY (THE NETHERLANDS)

This Agreement for the sale and delivery of goods made and effective as at the date 1 January 2002 registered by the Chamber of Commerce in Amersfoort by Datalite LED Technology, the Netherlands Datalite desires to sell to client, and client desires to purchase from Datalite, certain tangible personal property. Now therefore, in consideration of the mutual promises herein contained, the contracting party here to agree as follows:

1. Applicability

The following conditions apply to all the offers and deliveries of products carried out or delivered by Datalite, unless different expressly and in writing has been agreed upon by both parties. The applicability of conditions used by the contracting party are expressly rejected by Datalite. Only in writing is it possible to differ from these conditions. The contracting party can not derive rights from those differences with regard to agreements concluded in the future.

2. Definitions

In these conditions the following terms have the mentioned meaning behind it. Materials: all systems, types, schedules, programs, documentation, workinstructions and paper, that will be put at client's or by client's disposal due to the execution of the arranged activities. Informationsupporters: all forms, punch cards, punch tapes, magnetic tapes and disks and all other mediums where information can be put on. Equipment: all machines and installations, including the so-called peripheral equipment, by which information will be fixed or processed on informationsupporters, as well as the units belonging to that and any remaining products.

Contracting party: everyone who concludes or wants to conclude an agreement with Datalite. Products: everything that is subject of the agreement to which these conditions apply.

3. Offer and Agreement

When the agreement will be closed in writing, the agreement is completed at the day Datalite receives the order signed by the client. Oral promises and deals made by employees of Datalite do not bind Datalite, unless Datalite confirms the promises in writing. Datalite agrees to sell, transfer and convey to the client, and client agrees to purchase the following tangible personal property as stipulated in section 2 definitions: Electronic information panels, time- date- and temperature installations and scoreboards and any other product offered by Datalite. These conditions apply to all the offers and agreements where Datalite carries out activities and/or supplies goods, unless Datalite has not expressly agreed in writing or has arranged further conditions. Unless Datalite has expressly made an obligatory offer, all the offers are always without obligations. Datalite is bound after they have accepted an order in writing and expressly. Verbal agreements only bind Datalite after they have confirmed these verbal agreements expressly and in writing.

4. Execute activities

The period in which and/or the moment when the client would have carried out the agreed activities, is arranged in the expectation that the circumstances, in which the delivery will take place, after the acceptance of the order, will not change. When such a change of circumstances, no matter the predictability of it, will occur so that delay will be caused; the agreed point of time of the delivery will be postponed accordingly, no matter the arrangement in the case that Datalite can temporarily or permanently not fulfil the agreement because of force majeure. When it is agreed that the activities and/or delivery will take place in phases, Datalite is allowed to postpone the beginning of the employment and/or delivery, which belong to one phase, until the client has in writing approved the completion of the preceding phase. Delivery, transport and/or transfer of goods, including materials, informationsupporters and equipment takes place at the risk and expense of the client, also if Datalite is reasonable for the insurance. Datalite only has to arrange an insurance, when and as far as Datalite expressly and in writing has bound to it.

5. Assistance by the client

The client will have to give Datalite in time all the co-operation, data and information, which Datalite finds necessary or useful to perform the assigned activities or be able to perform deliveries in time. The client will be available to answer questions that Datalite needs to execute the order properly. When it is agreed that the client will give Datalite equipment, materials, informationsupporters and/or information on informationsupporters or any applicable information, these will comply with specifications, which Datalite notifies to the client. The client makes sure that the room of the client, where Datalite will do her employment;

where the control or activities have to take place and/or where the delivered goods, to which Datalites guarantee obligation will be brought in accordance with Datalites demands with regard to temperature, humidity level, draught level, electricity and water supply, and different environmental demands, and that these demands will be compiled permanently

6. Changes

Although Datalite will always consider a request to agree change, add or correct the agreed upon activities and/or deliveries, Datalite is never obliged to such an assent. Such an assent can only be given expressly and in writing.

When Datalite will accept changes additions or corrections of agreed employment and/or deliveries it can have changes additions or corrections of agreed employment and/or deliveries it can have influence on the agreed price and/or the agreed time of delivery. More work and extra deliveries will be charged according to the then applicable rates to the client. Less work can lead to a decrease of the agreed price, though Datalite keeps the right to charge the costs Datalite made as well as the income Datalite lost.

7. Legal regulation

The products will meet current European regulation with regard to service, transport and safety on the day the agreement is realised by both parties. If between the realisation date of the agreement and the applicable delivery, changes in regulation will be in force from the date of enforcement, of which is known that they will become effective before the delivery. The products in question will have to comply with the new regulation. When Datalite has objections to using the new enforced regulation, she will be obliged to give notice of this to the client.

8. Price

The client shall pay Datalite for the goods without exception or other agreed upon by both parties in writing. The client shall make payment of the purchase price in full within 30 business days. following delivery of the goods by Datalite as provided herein, subject to buyer's right of inspection as set forth in section 9 below. All sums payable under this agreement are exclusive of any value-added tax or other applicable tax, which shall be added to the sum in question. In the case of an increase or decrease in the price of materials, the exchange rate, changes of legislation and conjuncture which occurs after acceptance of this agreement, Datalite shall be entitled to adjust the agreed upon prices accordingly. The client will at all times be informed upon the difference in the price. The contracting party is not entitled to dissolve the agreement because of the change in the price. The agreed prices are always exclusive value-added tax, other applicable tax, mailing costs, travelling allowance, credits as registry and bailiffcosts which Datalite pays for the clients, unless something else is expressly and in writing agreed.

9. Payment

Payments take place at the agreed point of time and in the manner Datalite demands as depicted in this agreement. Payment takes place when all activities or deliveries have been completed. When the completion of the activities have been delayed, the payment can be postponed accordingly, unless the delay is party or totally caused by the client or because of circumstances which are beyond the control of Datalite. In the event that the purchase price is not paid timely, in addition to its other remedies, Datalite may impose, and the client shall pay, a late payment charge equal to three percent (3%) of the overdue amount each month.

10. Shipping

The client shall be solely responsible for the expenses associated with shipping or other agreed upon by both parties concerned expressly and in writing. The risk of loss from any casualty to the goods, regardless of the cause, shall be upon client. When practicable, Datalite will follow client's requested shipping instructions. If none are requested, Datalite will use its discretion in selecting an appropriate transportation method.

11a. Right of Inspection

Client shall have the right to inspect the goods on arrival at client's facility. Within 10 business days after delivery, client must give notice in writing to Datalite of any claim with respect to the condition, quality or grade of the goods

non-conformance to this agreement, specifying the basis of the claim in detail. Datalite may inspect the goods at client's facilities to confirm that the goods do not conform. Failure of the client to comply with these conditions within the time set forth herein, shall constitute irrevocable acceptance of the goods by the client. In the event of non-confirmation of the goods to this agreement, the client's sole remedy and Datalite's sole obligation, it shall be the Datalite's choice to locate and repair the goods at Datalite's expenses, unless otherwise expressly and in writing agreed upon by both parties.

11b. Right of Inspection

Shortcomings in the goods, caused by incorrect use of the client are not covered by the guarantee. Return shipping shall be the responsibility of Datalite. Datalite's obligation to locate and repair the failures constitutes for the client not to pay the agreed amount in the agreed period as agreed upon expressly and in writing by both parties.

In no event shall Datalite be liable for any special, indirect, incidental or consequential damages arising out of or connected with this agreement or the goods, regardless of whether a claim is based on contract, tort, strict liability or otherwise, nor shall client's damages exceed the amount of the purchase price of the goods

12. Identification of goods

Identification of the goods shall not be deemed to have been made until both client and Datalite has specified that the goods are to be appropriated to the performance of this agreement.

13. Warranty

Datalite warrants that the goods shall be free of all liens and encumbrances at the time of delivery, except for any lien or encumbrance created or permitted to be created by client. Datalite guarantees that they are the owner of the goods or otherwise has the right to sell the goods and otherwise perform Datalite's obligations set forth in this agreement and neither knows, nor has any reason to know of the existence of any outstanding title or claim of title hostile to the rights of Datalite in the goods

14. Transfer of Title

Unless agreed expressly and in writing or otherwise, the products that have been delivered at the disposal of the client in case of execution of the assigned activities to the client remain Datalite's property. All products delivered shall remain the property of Datalite until the client has completely fulfilled its obligations, including any interest and costs.

15. Force Majeure

In the event that any of the parties is incapable of performing the obligations under this agreement because of any supervening event beyond its control, (including but without limitation any act of God, war, civil disturbance, fire, flood, drought, shipwreck, strike or lockout, other than a strike or lock out included or caused by the party so incapacitated) any government control or legislation the party thereby rendered incapable of performing its obligations shall immediately upon becoming aware of such incapability give notice to the client and shall do everything possible to resume performance. By force majeure shall be understood all direct and indirect events, which in a reasonable manner prevent Datalite from fulfilling its obligations in a normal manner.

16. Notices

Any notice required by this agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail; postage prepaid, or recognised overnight delivery services.

If to seller:

DATALITE LED Technology B.V.
Rozenbottelberg 4
3755 BR EEMNES

17. Governing Law and dispute

This agreement shall be construed and enforced in accordance with the laws of the state of the Netherlands. Any dispute, which may arise between the parties with regard to this agreement, shall be submitted to the competent judge in The Netherlands without prejudice to the supplier's right to submit the dispute to the judge who would be competent.

18. Final Agreement

This agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Only a further writing that is duly executed by both parties may modify this agreement.

19. Severability

If any term of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

20. Headings

Headings used in this agreement are provided for convenience only and shall not be used to construe meaning or intent. This agreement is registered by the Chamber of Commerce established in the place Amerfoort The Netherlands and available under number 31036055