

GENERAL DELIVERY CONDITIONS¹ of

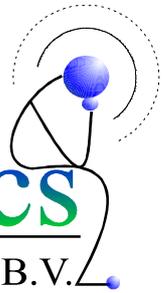
Bonphysics Research and Investigations B.V.

Natuurkundig Onderzoeks- en Ontwikkelingsbureau

BonPhysics

Research and Investigations B.V.

Laan van Heemstede 38, 3297 AJ Puttershoek



DEFINITIONS.

Executer: Under Executer it is understood: BonPhysics Research and Investigations B.V., trade register 23085607 chamber of commerce Zuid-Holland Zuid.

Service: Under service it is understood technically or scientific research, making applicable fundamental knowledge, giving instructions or in general everything that has an direct or indirect connection with the above.

Customer: Under customer is understood the of the party for which the service is provided.

Financing trajectory: Plan for payment of the services.

Project description: Under project description is understood a detailed description of all services to be performed by the executer for the benefit of the customer. It must contain at least: - the start and end time of the performances for the services; - the way the executer will perform the services to the customer, including the financing trajectory; - the contribution of the customer necessary for a good implementation of the services; - the conditions under which the customer must proceed with the payment for the services performed.

Intellectual property: All new knowledge and inventions which are supplied by the executer during the performance of the services described in the project description.

Project price: Counter payment of customer for performance of the project.

Project agreement: All agreements concerning the project.

RELEVANCE

Article 1.

1. All offers are made under applicability of these general delivery and payment conditions, both on the offer and the acceptance of the agreement that is base on it.
2. All offers are valid during one month, unless the offer indicates differently.
3. The agreement is established as soon as the acceptance of the offer has reached the executer; from this acceptance it must become clear that the customer conforms himself with the applicability of these general delivery and payment conditions and that he renounces, if necessary, the applicability of its own conditions.

¹ This is a translation of the 'ALGEMENE LEVERINGSVOORWAARDEN van Bonphysics Research and Investigations B.V.'. Although care has been taken to translate it, no rights can be obtained from this document.

4. If with the acceptance, modifications or reserves with respect to the offer are introduced, the agreement is established, in contrary to what was stipulated in the previous clause, when the executer reported to the customer that he agrees with these modifications or reserves.

MODIFICATIONS.

Article 2.

1. Modifications in the project agreement and deviations of these general supply conditions will only be effective, when they have been agreed in writing between customer and executer.
2. If modifications lead to increase or lowering of the costs resulting in modification of the project price, this must be agreed in writing between parties.
3. On failing agreement on the modification of the project price, a dispute between parties is present, on which Article 12 of these general supply conditions will apply.

TASKS.

Article 3.

Tasks are accepted by the executer by means of the complete customer-ratified project description, where the customer has agreed with the conditions described in the project description.

INTELLECTUAL PROPEY AND PATENT APPLICATION.

Article 4.

1. All the intellectual property remains in the possession of the executer.
2. During the project and up to 5 years after the project has finished, the intellectual property will be made available to the customer without additional cost, subject to requirement that the project has been concluded on good grounds.
3. During 5 years after the project is concluded on good grounds, the customer has the exclusive right on the use of the intellectual property.
4. The executer is obliged to keep the intellectual property secret during the above mentioned period.
5. When the project is concluded on good grounds, the customer has the right to apply for a patent on the intellectual property provided by the executer under the condition of a fair compensation for the executer.
6. As an inventor of the patent the executer will be mentioned.
7. All costs which result from the patent application are at the expense of the customer.
8. The compensation which the executer will receive for an accepted patent application is specified in the project description. If this compensation is not specified it is 100000 EURO.

9. If within a period of 5 years no patent has been requested or the patent has expired all claims of the customer on the intellectual property are expired

TIME OF SUPPLY.

Article 5.

The executer will provide the services at the time or immediately after the end of the delivery deadline, which is that given in project description. If a delivery time has been agreed, this will start on the date on which the acceptance of the offer has been corresponded to the executer.

SUPREMACY.

Article 6.

1. The delivery deadline mentioned in article 5 is extended with the period, during which supremacy has been preventing the executer to meet its obligations.
2. Supremacy on the side of the executer occurs when, after conclusion of the project agreement, the executer is prevented to satisfy its obligations from this agreement as a result of war, war danger, civil war, riot, molest, fire, water damage, flood, strike, occupation, exclusion, and export obstructions, government measures, failures or jamming in the supply of energy, both in the company of the executer and at third parties, of which the executer must involve the required material or raw materials entirely or partially, as well as in storage or during transport, whether or not under own management, and in addition by all remaining causes arising outside the control of the executer.
3. If by supremacy the supply is slowed down by more than two months, both the executer and the customer can consider the agreement as concluded. In that case the executer is only entitled to compensation of the costs made by him.
4. If supremacy occurs when the agreement has been already partly carried out, the customer has, if supremacy slows down the remaining supply by more than two months, the possibility to either accept the part of the services all ready delivered and pay the chargeable project price for that part, or to return the goods and services all ready provided for the risk of the customer under the condition that the customer can show that the part of the services already delivered, cannot be used by the customer due to the result of the delay in the delivery in the remaining services.

PRICE AND PAYMENT.

Article 7.

1. The customer is obliged to satisfy the project price within thirty days after invoice date. He is not allowed to deduct any amount of the project price
2. If the customer does not meet its payment obligations on time and neither pays after such a notification in one week, the executer is allowed to end the project agreement without

further legal mediation as been ended. In that case the customer will be held accountable for by the executers expenses, among others resulting from profit loss, from transport charges and from the costs of the payment notification.

3. If the executor proceeds to redeem the customers miss conduct by means of legal actions, the costs are at the expense of the customer. These costs amount to 10% of the invoice amount, with minimum of EURO 1000 and maximum of EURO 50000.

PROJECT END CONDITIONS.

Article 8.

The project has been concluded on good grounds if:

- all services agreed in the project description have been carried out by the executor;
- or under reciprocal approval the customer and the executor decide that the project has been ended. All earlier unfulfilled obligations of the executor to the customer following from the project description are expired.

The project has been concluded on other grounds if:

- irrespective of the reason the customer failed to comply with the payment plan as it has been agreed in the project description after one month of notification by the executor of failure of payment by the customer;
- irrespective of the reason the customer failed to deliver the contribution agreed up on in the project description.

If the project has not been concluded on good grounds all calims of the customer on the executor concerning the implemented project or intellectual property acquired during the project are misplaced.

DISSOLUTION.

Article 9.

1. Notwithstanding the provisions in Article 7 the project agreement is dissolved without legal mediation after a written declaration in which it is explained that the customer is in a state of bankruptcy, provisional suspension of payment requests, or by under trusteeship interview or otherwise arrangement concerning its competence, capacity or share of it loses, unless the curator recognises the resulting obligations from this project agreement.
2. By dissolution claims resulting from the project description are immediately effective. The customer will be held accountable for all damages suffered by the executor among others resulting from profit loss and transport charges.

DAMAGES.

Article 10.

1. The customer who acts against any provision of Article 4, forfeits damages in favour of the executor, for every operation, which falls under one of prohibitions there mentioned. The scope of damage is fixed in advance on EURO 10000 by operation.
2. The executor has the right to let an independent accountant control the books of the customer, in order thus to guarantee the compliance with the provisions in Article 4.

APPLICABLE LAW.

Article 11.

This agreement is subject to the Dutch law.

ARBITRATION CLAUSE.

Article 12.

1. All disputes occurring from this agreement or from further agreements based on this, shall be settled by arbitration, excluding the ordinary judiciary.
2. A dispute occurs as soon as one of the parties declares this.
3. By this arbitration clause it is not excluded that parties contact the president of the court or proceed in taking judicial measures and resources.

Signed by dr.ir.ing. V.O. de Haan, living 3297 AJ Puttershoek, Laan van Heemstede 38, born in Dordrecht on 13 august 1965, as owner of BonPhysics Research and Investigations B.V. at Puttershoek.

Signed in Dordrecht on 26 June 1997.