

Company Number 03404297

THE COMPANIES ACT 1985 to 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

TERBERG MATEC UK LIMITED *

PRELIMINARY

1 (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company,

(b) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

ALLOTMENT OF SHARES

2 (a) Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Act and to paragraph (d) below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit,

(b) All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them. Such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (b) shall have effect subject to Section 80 of the Act,

* Name changed from COBCO (217) LIMITED by Special Resolution dated 9 12 97



(c) In accordance with Section 91 (1) of the Act Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company,

(d) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting

SHARES

3 (a) The authorised share capital of the Company at the date of adoption of this Article 3 is £100,000 divided into 90,000 Ordinary Shares of £1 each and 10,000 "B" Ordinary Shares of £1 each, all such shares ranking *pari passu* in all respects as if they were shares of the same class

(b) Notwithstanding anything else in these articles, the Company shall not have a lien over any share, whether fully paid or not and irrespective of who the registered owner of such share is, to the extent that such share has been pledged in favour of, or in any other way used to secure any indebtedness owed to, a Secured Party

For the purposes of this Article, "**Secured Party**" means any bank or financial institution to which a security interest has been granted over the shares in the Company, or any nominee, receiver or other entity acting on its behalf

4 The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly

5 The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non- payment"

GENERAL MEETINGS AND RESOLUTIONS

6 Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies, and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company

7 (a) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the

Directors may determine, and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved,

(b) Clause 41 in Table A shall not apply to the Company

8 Wherever Table A or in these Articles any Notice, Resolution or other document is required to be signed by any person, the reproduction of the signature of such person by means of telex, printout, or facsimile copy shall be fully sufficient, provided that such Notice, Resolution or document shall within 14 days be confirmed to the recipient by writing signed in manuscript by such person

APPOINTMENT OF DIRECTORS

9 (a) Clause 64 in Table A shall not apply to the Company,

(b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one Whensoever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the Powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly,

(c) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company,

(d) No person shall be appointed a Director at any General Meeting unless either -

- (i) he is recommended by the Directors, or
- (ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed,

(e) Subject to paragraph (d) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director,

(f) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force

BORROWING POWERS

10 The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or

any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

ALTERNATE DIRECTORS

11 (a) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly,

(b) A Director, or any such other person as is mentioned in Clause 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present

GRATUITIES AND PENSIONS

12 (a) The Directors may exercise the powers of the Company conferred by Clause 3(t) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers,

(b) Clause 87 in Table A shall not apply to the Company

PROCEEDINGS OF DIRECTORS

13 (a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted, and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting,

(b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company,

(c) Any one or more Directors may participate in a meeting of the Directors or any Committee appointed under Regulation 72 of Table A by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall for all purposes be deemed to constitute presence in person at such meeting

SPECIAL ARTICLE

14 1 The board of Directors shall adopt resolutions by absolute majority of votes cast, if the votes tie, the general meeting of shareholders shall cast the decisive vote upon a request to that effect by any one member of the board of directors

14 2 Notwithstanding any other provision of these Articles of Association the board of directors and any committee of the board of directors and any individual director (including any managing director of the Company) shall require the approval of the general meeting of shareholders for resolutions

- (a) to acquire, dispose of or encumber with any charge, or to let or hire real property,
- (b) to enter into any loan agreements, lease agreements or to take up credits,
- (c) to provide monies on loan or advances to third parties (including employees) if these exceed the amount of NLG 5000 per event and per contract party,
- (d) to grant any surety or provide any guarantee,
- (e) to agree on compromises or conduct legal proceedings, except for proceedings for the collection of debts or the instigation of pre-judgement attachment of the other party,
- (f) to appoint employees holding powers of procuration and determine the scope of their authority,
- (g) to be jointly involved in decision-making in the case of the appointment, taking into service or dismissal of senior personnel, specifically employees operating immediately under the board of directors (the management team),
- (h) to grant pension rights to employees which exceed the pension limit applicable within the Companies' Pension Fund for the Metal Industry,
- (i) to alter any conditions of employment or fringe benefits, the amount of the salary, bonus or any other form of remuneration of the employees referred to in (g) above, except where such alteration applies equally to the other employees and/or is the result of an amendment to the collective bargaining agreement or a change in the law,
- (j) to enter into retail agreements with any agents, representatives on a commission basis or representative operating for their own account, or to enter into such agreements as the agent or retail seller subordinate to another company,
- (k) to enter into any commercial transactions (this means purchase and sale transactions) which will exceed an amount equal to or higher than one/twenty-fourth part of the budgeted annual sales of the company concerned,
- (l) in general, to enter into any agreements and perform any other acts for the Company which exceed the amount or the financial interest to be determined from time to time by the general meeting of shareholders, other than the items listed in this Article,
- (m) to effect any purchase by the Company of shares in its capital,
- (n) to form or take over, participate in, enter into joint ventures with or accept the management of any other enterprise, or to liquidate or sell off any other enterprise or participation therein,
- (o) to exercise voting rights for shares in subsidiaries or participations

SEAL

15 (a) If the Company has a seal it shall only be used with the authority of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or second Director. The obligation under Clause 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Clause 101 of Table A shall not apply to the Company,

(b) The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors

INDEMNITY

16 (a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act,

(b) The Directors shall have power to purchase and maintain for any Director, Officer or Auditor of the Company insurance against any such liability as is referred to in section 310(1) of the Act,

(c) Clause 118 in Table A shall not apply to the Company

TRANSFER OF SHARES

17 (a) The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share, whether or not it is a fully paid share, and the first sentence of Clause 24 in Table A shall not apply to the Company,

(b) The Directors may decline to register any transfer or transmission of shares without assigning any reason therefor, if it is a transfer to a minor

(c) Notwithstanding anything contained in these articles, the directors shall not decline to register any transfer of shares, nor may they suspend such registration, where such transfer

(i) is to any Secured Party, or

(ii) is delivered to the Company for registration by a Secured Party in order to perfect its security over the shares, or

(iii) is executed by a Secured Party pursuant to the power of sale or otherwise under such security

For the purposes of this Article, "**Secured Party**" means any bank or financial institution to which a security interest has been granted over the shares in the Company, or any nominee,

receiver or other entity acting on its behalf

OFFERING SHARES

18 Notwithstanding anything to the contrary contained in these articles, no transferor of any shares in the Company (or proposed transferor of such shares) to a Secured Party, and no Secured Party, shall be required to offer the shares which are or are to be the subject of any such aforementioned transfer to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under the articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not

For the purposes of this Article, "**Secured Party**" means any bank or financial institution to which a security interest has been granted over the shares in the Company, or any nominee, receiver or other entity acting on its behalf