

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY
VAN KLAVEREN CCC B.V.

listed in the Commercial Register of the Chamber of Commerce for the Eastern Netherlands under file no. 38023810, with its registered office in Deventer and its principal place of business at Bremenweg 25-27 (7418 EJ).

DEFINITIONS

<i>Van Klaveren:</i>	the user of the Terms and Conditions as stated at the beginning;
<i>the Buyer:</i>	the natural or legal person who enters into an Agreement with Van Klaveren;
<i>the Parties/Party:</i>	Van Klaveren and the Buyer jointly or each of them individually;
<i>Agreement:</i>	any Agreement between Van Klaveren and the Buyer relating to the sale and delivery of goods to the Buyer;
<i>Offer:</i>	Van Klaveren's offer to the Buyer to enter into an Agreement;
<i>Terms and Conditions:</i>	these General Terms and Conditions of sale and delivery.

APPLICABILITY OF THE TERMS AND CONDITIONS

The Terms and Conditions apply to each Agreement between the Parties. These Terms and Conditions also apply for the benefit of personnel of Van Klaveren and third parties engaged by Van Klaveren in the performance of the Agreement.

If the Terms and Conditions have applied to any Agreement between the Parties, they will automatically apply to any future Agreement concluded between the Parties, without any separate Agreement to this effect between the Parties being required, unless the Parties have expressly agreed otherwise in writing with respect to the relevant Agreement.

The applicability to any Agreement of any general or specific terms and conditions applied by the Buyer is expressly rejected by Van Klaveren, unless and after Van Klaveren has expressly declared in writing that the relevant terms and conditions apply to an Agreement. Under no circumstances does acceptance of the applicability of the Buyer's general terms and conditions to an Agreement result in the automatic applicability of these terms and conditions to any future Agreements.

In case of nullity or annulment by the Buyer of one or more provisions of the Terms and Conditions, the remaining provisions of the Terms and Conditions will continue to apply to the Agreement. Van Klaveren and the Buyer will consult on replacing the null and void or voidable provision of the Terms and Conditions by a

provision which is valid and not voidable and which approaches the content and purport of the null and void or voided provision as much as possible.

In so far as an Agreement differs from one or more provisions of the Terms and Conditions, the provisions of the Agreement will prevail. The remaining provisions of the Terms and Conditions will in that case continue to apply to the Agreement.

OFFERS AND FORMATION OF THE AGREEMENT

Unless expressly stated otherwise, all Offers of Van Klaveren are without obligation and valid for the term stated in the Offer. If the Offer does not state a term of acceptance, it will in any case lapse after four (4) working days following the Offer date. An Offer made by Van Klaveren and accepted by the Buyer within this term may be withdrawn by Van Klaveren within four (4) working days of the date of acceptance, without this resulting in any obligation on the part of Van Klaveren to compensate the Buyer for any loss incurred as a result.

In the event that Van Klaveren has not made an Offer in this respect or if the term for acceptance of the relevant Offer has lapsed, Van Klaveren will at all times be entitled to refuse orders from the Buyer.

An Agreement is only concluded in one of the following manners:

- (a) written acceptance by Van Klaveren or the start of the execution by Van Klaveren of an order placed by the Buyer, whether orally or not, for the delivery of goods;
- (b) unconditional acceptance, whether orally or not, by the Buyer of an Offer by Van Klaveren;
- (c) the signing of any written Agreement by or on behalf of Van Klaveren and by or on behalf of the Buyer;

The written acceptance referred to in Article 3.3(a) and (c) or the Agreement of Van Klaveren signed by the Parties, the Offer of Van Klaveren as referred to in Article 3.3(b) or the invoice from Van Klaveren based on the Agreement are deemed to reflect the content of the Agreement accurately.

The Agreement replaces all previous proposals, correspondence, arrangements and other communication between the Parties that took place before the Parties concluded the Agreement, however much these may differ from or be in conflict with the Agreement.

Alterations and/or additions to the Agreement will only be valid after they have been accepted by Van Klaveren in writing or by executing the Agreement in accordance with the alterations and/or additions specified by the Buyer. Van Klaveren will never be obliged to accept any alterations and/or additions to an Agreement and is entitled to demand that a separate Agreement be concluded in this respect.

Undertakings by and Agreements with employees of Van Klaveren are only binding on Van Klaveren in so far as these undertakings and/or Agreements have been confirmed in writing by Van Klaveren or have been confirmed to the Buyer.

TRANSPORT, RISK AND DELIVERY OF GOODS

The risk in the goods to be delivered passes to the Buyer ex warehouse of Van Klaveren in Deventer, the Netherlands (ex works', as contained in the ICC Incoterms 2010). All goods will at all times be transported at the risk of the Buyer.

Unless the Buyer requests Van Klaveren in good time to insure the goods during transport at the Buyer's expense, the goods will be transported uninsured.

Unless the Parties have expressly agreed otherwise in writing, export and import duties, clearance charges, taxes and any other government levies relating to the transport and delivery of the goods by Van Klaveren, of whatever nature, will be charged to the Buyer.

Van Klaveren has fulfilled its obligation to deliver by making the goods available to the Buyer on the agreed date at Van Klaveren's warehouse in Deventer. The delivery document signed by or on behalf of the Buyer and/or the relevant appendices of the carrier will constitute conclusive proof of delivery by Van Klaveren of the goods stated in the delivery document and/or the relevant appendices. Van Klaveren, however, is entitled to prove the delivery of the goods ordered by the Buyer by other means.

An offer for delivery by Van Klaveren of the goods ordered by the Buyer will be considered equivalent to the delivery of these goods. If the Buyer refuses to accept the goods offered for delivery, Van Klaveren will store the goods concerned at a location to be decided by Van Klaveren for fifteen (15) working days after the date of offering. After the expiry of this period Van Klaveren will no longer be obliged to keep the goods available for the Buyer and will be entitled to sell the goods to a third party or to dispose of them in any other way. Nevertheless, the Buyer remains obliged to comply with the Agreement by taking possession of the goods concerned at Van Klaveren's request at the agreed price and is also obliged to compensate Van Klaveren for the loss arising from the Buyer's initial refusal to accept the goods concerned.

The delivery dates given by Van Klaveren are target dates and are explicitly not deadlines. If a particular delivery period has been agreed or if it has been agreed that Van Klaveren will commence or complete the delivery within a certain period of time, this period will be extended if and in so far as the Buyer has not yet made all the necessary preparations for the performance of the Agreement, or has not made an advance payment as agreed or has made such a payment too late.

If an agreed delivery period is exceeded, Van Klaveren will only be in default if it has received from the Buyer a written notice of default giving it one month to deliver the goods and still fails to comply within this period of time.

If the above period of time is exceeded, the Buyer will be entitled to terminate the Agreement, provided that the failure actually justifies such termination. In the event of termination, the Buyer will not be entitled to compensation unless such exceeding of this period of time is the result of intent or gross negligence of the management of Van Klaveren and/or its managing employees.

OBLIGATION TO EXAMINE AND COMPLAINTS

The Buyer is required to examine the goods delivered for any visible defects immediately upon delivery. If visible defects are found, the Buyer is required to inform Van Klaveren in writing, giving reasons, within 8 (eight) days of delivery, failing which the delivered goods will be deemed to have been accepted.

Other defects must be reported to Van Klaveren in writing as soon as they have been discovered, or immediately after they could have been reasonably discovered, failing which the goods delivered will be deemed to have been accepted.

Complaints of any nature whatsoever relating to the performance of the Agreement by Van Klaveren do not suspend the Buyer's payment obligation and may only be communicated to Van Klaveren in writing.

No obligation whatsoever rests on Van Klaveren concerning a complaint submitted if the Buyer has not fulfilled all its obligations towards Van Klaveren (both financial and otherwise) in time and in full.

A complaint concerning the goods delivered cannot affect goods delivered earlier or yet to be delivered, even if the goods have been or will be delivered in the performance of the same Agreement.

Without its prior written permission, Van Klaveren is not obliged to accept any goods returned to it by the Buyer. Acceptance by Van Klaveren of goods returned by the Buyer does not imply tacit acknowledgment by Van Klaveren of the unsoundness alleged by the Buyer of the goods returned.

PRICES AND PAYMENT

Prices may only be in euros or American dollars and, unless explicitly indicated otherwise, are exclusive of delivery costs, VAT and other levies imposed by the government.

Van Klaveren will not be bound by prices and rates in an Offer not exclusively directed to the Buyer. No rights may be derived by third parties from prices and rates in an Offer made to the Buyer.

If an order is placed by a Buyer without explicit agreement on a price, it will, irrespective of the Offer made or prices charged earlier, be executed at the price applying at the time of the execution of the Agreement.

Van Klaveren is entitled at all times to demand security or full or partial advance payment to ensure compliance with all payment obligations, whether due and payable or not. If and as long as the Buyer fails to comply with the requested security deposit or the full or partial payment in advance, any obligation of Van Klaveren to deliver will cease to exist.

Payment must be made within thirty days of the invoice date, unless agreed otherwise in writing.

Payment must be made without any setoff, to the bank or giro account designated by Van Klaveren. The moment of payment will be deemed to be the moment at which Van Klaveren receives confirmation from its bank that the amount concerned has been credited to the account.

If payment has not been made in full within the stipulated period of time, the Buyer will immediately be in default by operation of law, i.e. without any further notice of default being required, and from the due date will be liable to pay interest of 1.5% per month or part thereof, or statutory interest if this is higher, on the outstanding amount. Furthermore, all legal and other costs will be charged to the Buyer amounting to at least 15% of the outstanding amounts payable, notwithstanding the right of Van Klaveren to claim payment of the actual costs incurred at law and otherwise.

If any payment deadline has been exceeded by the Buyer, the total outstanding invoice amount as well as all other outstanding invoices will be immediately due and payable without notice of default being required.

Payments made by the Buyer will be used first to settle costs and interests due, and then to settle outstanding invoices which have remained unpaid the longest, even if the Buyer states that a particular payment is to settle a different invoice.

Without prejudice to mandatory provisions, the Buyer does not have the right to suspend its payment obligations to Van Klaveren or set them off against payment obligations of Van Klaveren to the Buyer.

Van Klaveren is entitled to set off all claims against the Buyer against any amounts owed by Van Klaveren to the Buyer or to natural persons or legal persons affiliated to the Buyer.

All Van Klaveren's claims against the Buyer become due and payable immediately in the following cases:

- if after the conclusion of the Agreement circumstances have come to Van Klaveren's attention that give it good reason to fear that the Buyer will not fulfil its obligations, which is entirely at Van Klaveren's discretion;
- if on conclusion of the Agreement Van Klaveren asked the Buyer to provide security for the fulfilment and this security is not forthcoming or is insufficient;
- in the event of liquidation, insolvency or if the Buyer applies for a moratorium.

RETENTION OF TITLE

Notwithstanding what is stated in these Terms and Conditions, all goods delivered by Van Klaveren remain the property of Van Klaveren, until such time as all its claims on the Buyer have been paid, for whatever reason and regardless of whether such claims are due and payable, including interest and costs.

Until Van Klaveren has been paid in full, the Buyer is not authorized to make available to third parties, to lend or loan for consumption, pledge and/or otherwise encumber the goods, with the exception of sale by the Buyer within the context of its normal business operations.

Van Klaveren is entitled as the situation may arise to take back itself or arrange to be taken back all delivered goods from the place where these goods are located, without any authority from the Buyer or a court being required. The Buyer is obliged to lend Van Klaveren all its cooperation for this purpose, in particular to allow it or persons designated by it access to the company or other spaces used by the Buyer.

LIABILITY AND COMPENSATION

Van Klaveren is only liable towards the Buyer for loss incurred as a direct consequence (i.e. direct loss) of gross negligence or intent on the part of Van Klaveren.

Van Klaveren is under no circumstances liable for:

- indirect loss such as trading loss, consequential loss or loss due to delays incurred by the Buyer (including business disruption, loss of income etc.), through whatever cause. The Buyer is required to take out insurance if necessary to cover such loss;
- loss arising through the actions or omissions of the Buyer or third parties in breach of the instructions given by Van Klaveren or in contravention of the Agreement and these Terms and Conditions;

loss of any nature, incurred because or after the Buyer has put the goods delivered into use, has processed them, delivered them to third parties or has arranged for them to be processed or delivered to third parties;

loss caused by actions or omissions of third parties, including auxiliary persons engaged by Van Klaveren.

If and in so far as Van Klaveren should be liable for loss incurred by the Buyer, this liability will always be limited to the amount acknowledged and paid out by the insurer of Van Klaveren under a liability insurance policy based on a loss report, increased by any excess of Van Klaveren under this insurance. For the purposes of this article, a series of connected loss-causing incidents will count as one incident.

If at the time of the loss Van Klaveren does not have liability insurance as referred to in Article 8.3 or no payment is made under any liability insurance policy for whatever reason, Van Klaveren's liability will always be limited to the invoice amount excluding VAT with respect to the goods delivered to which Van Klaveren's liability relates.

The restrictions and/or exclusion of liability arising from these Terms and Conditions also apply to personnel of Van Klaveren and the auxiliary persons engaged by Van Klaveren in the performance of the Agreement.

FORCE MAJEURE

Force majeure means a shortcoming in the performance of an Agreement which cannot be attributed to Van Klaveren. A shortcoming cannot be attributed to Van Klaveren if it cannot be blamed for it, nor can be responsible for it under the law, any legal act or according to common opinion. Force majeure in any case – therefore not exclusively – includes shortcomings as a result of:

liquidations of and/or serious disruptions to the production process at suppliers of Van Klaveren, including utility companies;

failure by third parties to deliver the necessary materials;

wilful misconduct or gross negligence of auxiliary persons;

strikes;

excessive sickness absence of Van Klaveren's personnel;

fire;

special weather circumstances (such as floods);

government measures (both nationally and at European level), including import and export prohibitions and impediments;

war, mobilization, disturbances, riots, state of siege;

sabotage;

traffic gridlocks;

machinery breakdown;

In the case of force majeure, Van Klaveren has the choice of either suspending the performance of the Agreement until the situation of force majeure has ceased to exist or, whether or not having originally chosen to suspend performance, to terminate the Agreement in full or in part. In either case the Buyer is not entitled to any compensation. If the period in which Van Klaveren is unable to comply with its obligations for reasons of force majeure is longer than thirty (30) days, the Buyer will also be entitled to terminate the Agreement, without this giving rise to any obligation for either party to pay compensation.

If Van Klaveren has met its obligations in part at the time the force majeure occurs or can only partially comply with its obligations, it will be entitled to invoice that

part separately. The Buyer is required to pay this invoice as if it were a separate Agreement.

EXPIRY PERIODS

Legal actions and other rights of the Buyer, on whatever basis, with respect to Van Klaveren in connection with the goods delivered and services and/or work performed will lapse after twelve (12) months following the date on which the Buyer became aware or could reasonably be aware of the existence of these rights and powers, but has not lodged a written claim with Van Klaveren on this basis before the expiry of this term.

If within the term stated in Article 10.1 a written claim has been lodged by the Buyer with Van Klaveren in connection with goods delivered and services and/or work performed, any legal action of the Buyer in this respect will also lapse if no legal action has been brought against Van Klaveren within a term of three (3) months after receiving the relevant written claim with the court competent pursuant to Article 13.2 of these Terms and Conditions.

TERMINATION

Van Klaveren has the right to terminate the Agreement wholly or in part with immediate effect, without prior notice of default, and without being obliged to pay compensation to the Buyer if:

- the Buyer does not fulfil one of the obligations under the Agreement, or does not fulfil it promptly or properly;
- the Buyer is granted a moratorium or has applied for such a moratorium;
- the Buyer has been declared insolvent, or a winding-up petition is filed against or by the Buyer;
- a third party levies prejudgment attachment or attachment in execution of the Buyer's assets;
- the Buyer is a legal person and the legal person is dissolved or, if the Buyer is a natural person, the Buyer dies or is no longer able to operate his business;
- other circumstances occur which endanger Van Klaveren's possibilities of recovery, entirely at Van Klaveren's discretion.

In the event of termination, Van Klaveren has the right to remove and take back all goods delivered by it if and in so far as the reservation of ownership of Article 7 applies. The Buyer is obliged to lend Van Klaveren all its cooperation for this purpose, in particular to allow it or persons designated by it access to the company or other spaces used by the Buyer. If this situation arises, the Buyer states that it will give Van Klaveren permission.

If the Agreement is terminated, Van Klaveren will be entitled to compensation from the Buyer for any financial loss incurred by Van Klaveren, unless the termination is the consequence of failure or force majeure on the part of Van Klaveren.

COMMUNICATION AND INFORMATION

If it is stated in the Terms and Conditions that communications must be in writing, this communication may, if so required, also take place electronically (by fax, by email or online), unless provided otherwise in the Agreement and/or under mandatory law.

The version of the relevant electronic communication stored by Van Klaveren in its automation system serves as evidence of its existence and contents, subject to proof to the contrary by the Buyer.

Electronic communication is deemed to have been received on the date of dispatch, unless the contrary is proved by the recipient.

APPLICABLE LAW AND COMPETENT COURT

Dutch law is applicable to all Agreements concluded between the parties. The United Nations Convention on Contracts for the International Sale of Goods (CISG), concluded in Vienna, is not applicable.

Notwithstanding the statutory rules for the jurisdiction of the civil court, each dispute between the Parties about an Agreement concluded subject to the applicability of the Terms and Conditions or the application and interpretation of the applicable Terms and Conditions themselves will be settled, whether in interlocutory proceedings or not, by the President of the Zwolle-Lelystad District Court, located in Zwolle, the Netherlands. Van Klaveren, however, remains authorized to have the dispute settled definitively in accordance with the Arbitration Regulations of the ICC, by one arbiter appointed in accordance with these regulations, with the seat of the arbitration being Amsterdam, the language of the arbitration English, and the arbiter applying Dutch law.