

GENERAL TERMS AND CONDITIONS OF: ITC B.V. Ceintuurbaan 26E , 8024AA Zwolle, The Netherlands

Article 1 Definitions

In these General Terms and Conditions, the terms below will be defined as follows, unless the contrary is explicitly indicated.

User Intercontinental Trading Company BV, the User of the General Terms and Conditions, the seller;

Buyer the User's counterparty, the principal; *Assignment/Agreement* The legal relationship between the User and the Buyer.

Article 2 General

- 2.1 These General Terms and Conditions will apply to all Assignments, offers and Agreements between the User and the Buyer, to the extent that these General Terms and Conditions have not been explicitly deviated from by the parties in writing.
- 2.2 The current General Terms and Conditions will also apply to all Agreements with the User for the performance of which the User employs the services of third parties.
- 2.3 The applicability of any other general terms and conditions of the Buyer is hereby explicitly rejected. Deviations from these General Terms and Conditions shall only apply if User has previously agreed to these in writing.
- 2.4 If the User concludes Agreements with the Buyer more than once, these General Terms and Conditions will apply to all subsequent Agreements, irrespective of whether or not they have been explicitly declared applicable.
- 2.5 If one or more provisions of these General Terms and Conditions are null and void or are nullified, the remaining provisions of these General Terms and Conditions will continue to apply. User and Buyer agree to replace the invalid or void stipulation by a stipulation which is similar to the invalid or void stipulation in content or purport.

Article 3 Offers, Assignments and Agreements

- 3.1 All offers, in whatever form, will be free of obligation, unless a term for acceptance is stated in the offer.
- 3.2 Agreements to which the User is a party will only be considered to have been concluded:
 - a) after an Agreement drafted for that purpose has been signed by both parties; or
 - b) following receipt and approval of the written acceptance by the Buyer with respect to an offer made by the User; or
 - c) in the absence thereof, pursuant to the delivery of the goods to the Buyer and the Buyer taking delivery of those goods.
- 3.3 In the event of an oral Agreement, the invoice will be considered to contain a correct and complete representation of the Agreement, unless a complaint is lodged within 30 days of the invoice date.
- 3.4 The User reserves the right to refuse an order/assignment as long as the order/assignment has not been confirmed by the user in writing without stating its reasons.
- 3.5 If the acceptance by the Buyer deviates from the offer included in the quotation, the User will not be bound to that acceptance. In that case, the Agreement will not be concluded in accordance with that deviating acceptance, unless the User states otherwise.
- 3.6 The prices in the offers will be in euros and exclusive of Dutch VAT and other government levies, as well as exclusive of transport and packaging costs, unless

expressly agreed otherwise. Any new taxes / import or export duties/surcharges that has come into effect after acceptance of order/assignment of after original price offer made may be added as an extra cost to buyer by user on final invoice after duly informing the buyer details of effect of final selling price due to this.

Article 4 Models/illustrations/samples

- 4.1 If the Buyer has been shown a model or an illustration, same must be presumed to have been shown as an indication only, unless it has been explicitly agreed that the good to be delivered will be completely identical.
- 4.2 The Buyer will be obliged to carefully check any samples received by it, whether or not at the User's request, for mistakes, defects, usability and applicability and to forward any remarks it may have to the User as soon as possible. Approval of the samples by the Buyer will be considered equivalent to acknowledgement that the User has performed the work preceding the samples properly.
- 4.3 Every samples produced at the Buyer's request will be charged to the Buyer, unless the parties expressly agree otherwise.
- 4.4 The models, illustrations, numbers, colours, measurements, weights, specifications or descriptions included in catalogues/offers/advertisements/price lists are shown only as indications.
- 4.5 The following situations will under no circumstances justify the lodging of a complaint:
 - deviations in colour, measurements and size of less than 10%;
 - any typesetting or printer's errors in the catalogue, on the website, in the offer or in the price list.

Article 5 Performance of the Agreement

- 5.1 The User shall perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. Such performance will be effected on the basis of state-of-the-art technology in the Netherlands at that time.
- 5.2 The User will determine the manner in which the Agreement is performed, to the extent that no provisions to the contrary have been explicitly agreed upon in writing by the parties.
- 5.3 The User will not be liable for damage, of whatever nature, caused by the User taking incorrect or incomplete data provided by the Buyer as a basis.

Article 6 Delivery

- 6.1 Delivery of the goods will be made ex User's works, unless provisions to the contrary have been agreed upon.
- 6.2 If the User is to deliver the goods, it will always do so at the delivery address most recently communicated to the User by the Buyer. The risk attached to the storage, loading, transport and unloading remain with the buyer in such instances. The Buyer may take out insurance to cover those risks.
- 6.3 The Buyer must take delivery or possession of the goods immediately after they have become available. If the goods are available to the Buyer or are offered to the Buyer for delivery but are not taken possession of, for whatever reason, delivery will be effected by means of a written notification from the User.

- 6.4 If the Buyer refuses to take delivery of the goods or fails to provide information or instructions necessary to effect delivery, the User will be entitled to store the goods at the Buyer's expense and risk.
- 6.5 If the Buyer does not take delivery of the goods within one week, the User will be entitled to sell the goods to another party. If it is unable to do so, the User will be entitled to destroy the goods. The damage incurred by the User due to such resale or destruction of the goods will be borne by the Buyer.
- 6.6 The User will be entitled to deliver the goods C.O.D. (cash on delivery).
- 6.7 If the User requires information from the Buyer in the context of the Agreement's performance, the delivery period will commence after the Buyer has made such information available to the User.
- 6.8 If the User has stated a delivery period, such delivery period must be considered indicative. A stated delivery date should therefore under no circumstances be treated as a firm deadline. If a term is exceeded, the Buyer must give the User written notice of default.
- 6.9 The User will be entitled to charge the Buyer an advance. After payment of the advance has been effected, delivery will be made to the Buyer, with due observance to Article 6.8, unless the parties have agreed otherwise.
- 6.10 The User will be entitled to deliver in parts and to invoice such partial deliveries separately.

Article 7 Inspections, complaints

- 7.1 The Buyer will be obliged to inspect the purchased goods or the assignment performed, as the case may be, or have others do so, at the time of delivery or transfer. The Buyer must notify the User of any complaints regarding the goods delivered in writing within 14 days of date of delivery the goods. If this period is exceeded, any claim against User related to the defects will no longer valid. The notice of default must specify the defect in as much detail as possible, so that the User is able to respond adequately.
- 7.2 In the case of deficiencies or shortcomings that do not, or hardly influence the usability of the goods supplied, the goods will be deemed to have been accepted irrespective of these deficiencies or shortcomings. Any damage to the packaging materials or the goods must be mentioned on the packing slip/CMR note and be reported to the User.
- 7.3 After receiving a complaint, the User will deal with the complaint immediately.
- 7.4 If a timely complaint is submitted, the Buyer will remain obliged to take delivery of and pay for the purchased goods. If the Buyer wishes to return defective goods, this may only be done following written permission from the User. Return shipments must be effected carriage paid, undamaged and in the original packaging.
- 7.5 If a complaint is well-founded, the User will replace the delivered goods, unless this has become demonstrably pointless to the Buyer by that time. If this is the case, the Buyer must so inform the Seller in writing. However, the User will in all cases only be liable within the limits of the Articles 'Warranty' and 'Liability'.

Article 8 Passage of risk

- 8.1 If the Buyer refuses to take possession of the goods, the User's claims vis-à-vis the

Buyer, including any transport and storage costs, will become immediately due and payable.

- 8.2 The risk of loss of or damage to the goods that are the subject of the Agreement will pass to the Buyer at the time at which these goods are legally and/or actually delivered to the Buyer and therefore come under the control of the Buyer or are placed under the control of a third party designated by the Buyer, or at the time when the goods are ready for delivery, after the Buyer has been informed thereof in writing.

Article 9 Force majeure

- 9.1 Neither party will be obliged to fulfil any obligation if it is prevented from doing so due to a circumstance which cannot be attributed to gross negligence or an intentional act or omission on its part, nor be for its account pursuant to the law, a juristic act or generally prevailing opinion.
- 9.2 In these General Terms and Conditions, the term 'force majeure' will be taken to mean – in addition to its definition in law and case law – all external causes, foreseen or unforeseen, which the User cannot influence, but as a result of which the User is unable to perform its obligations. This will include strikes at the User's company, power and computer failures, traffic congestion, export impediments and the circumstance that the User's own suppliers and/or subcontractors fail to meet their obligations or fail to do so in time.
- 9.3 The parties may suspend the obligations ensuing from the Agreement during the period that the force majeure continues. If this period lasts longer than two months, either party will be entitled to dissolve the Agreement without any liability for compensation or damage or costs.
- 9.4 Insofar as the User has partly performed or will be able to partly perform its obligations arising from the Agreement at the time that the situation of force majeure occurs, and that part performed or to be performed is of independent value, the User will be entitled to invoice the part performed or to be performed separately.

Article 10 Suspension and dissolution

- 10.1 The User will be entitled to suspend performance of its obligations or to dissolve the Agreement in the event that:
 - the Buyer fails to perform the obligations ensuing from the Agreement or fails to perform them in good time or in full;
 - circumstances of which the User has learned following the Agreement's conclusion provide good reason to fear that the Buyer will not perform its obligations, or will not perform such in good time or in full; if there is good reason to fear that the Buyer will only perform its obligations in part or will not perform such properly, suspension will only be permitted to the extent that such is justified by the relevant failure; or
 - in the event that the Buyer was requested to provide security upon the Agreement's conclusion for the performance of its obligations arising from same Agreement and such security has not been provided or is insufficient.
- 10.2 In addition, the User will be entitled to dissolve the Agreement or have it dissolved if circumstances arise of such a nature that performance of the Agreement is impossible or can no longer be required pursuant to

standards of fairness and reasonableness, or if any other circumstances arise of such a nature that continued unamended maintenance of the Agreement can no longer reasonably be expected.

10.3 If the Agreement is dissolved, the User's claims vis-à-vis the Buyer will become immediately due and payable. In these cases any debts that the buyer owes to the User, will become immediately due in full. If the User suspends the performance of its obligations, it will retain its rights and claims pursuant to the law and the Agreement.

10.4 The User reserves the right to claim damages at all times, this will also include a full reimbursement by Buyer for materials that were already ordered by User, and which can't be returned to the supplier.

Article 11 Cancellation

11.1 If, following the conclusion of an Agreement, the Buyer wishes to cancel same, 10% of the order price (including Dutch VAT) will be charged in cancellation costs, without prejudice to the User's right to full damages, including loss of profit.

11.2 If, following cancellation, the Buyer refuses to take delivery of the goods manufactured by the User especially for the Buyer, the Buyer will be obliged to pay the User all resulting costs.

11.3 Cancellation must be effected by registered letter.

Article 12 Price and costs

12.1 The User may increase the price if it emerges during the manufacturing process that the amount of work originally agreed or expected will be exceeded by 10% or more, so that the User may not reasonably be expected to perform the agreed work for the price originally agreed.

12.2 The User may pass on price rises after three months following the date of the Agreement if price changes exceeding 10% have occurred with respect to, for instance, national insurance contributions, turnover tax, exchange rates, wages, raw materials, semi-manufactured goods or packaging materials. Any previous explicit agreements for extended price validity period will be considered null and void in such cases.

12.3 The User shall inform the Buyer in writing of any intended price or rate increase. In so doing, the User shall state the amount of the increase and the date on which it will take effect.

12.4 The User will be entitled, if so agreed, to charge the Buyer a 2% surcharge on late payments, which will not be payable if payment is effected within eight (8) days of the invoice date.

Article 13 Payment

13.1 Payment must be made as agreed in a manner to be designated by the User in the currency in which the invoice is drawn up. If the parties have not agreed on a manner of payment, payment must be effected within 30 days of the invoice date. Objections to the amounts stated in invoices will not suspend the payment obligation.

13.2 If the Buyer fails to pay within the agreed period, the Buyer will be in default by operation of law. In that event, the Buyer will owe the Seller 1% in interest per month or part of a month, unless the statutory interest rate or the statutory commercial interest rate is higher, in which case the highest interest rate will apply. The interest with respect to the exigible amount will be calculated from the time that the Buyer is in default until the time of full payment. Seller remains legal owner of the goods until Buyer have paid complete invoice, including interest and costs, if Buyer fails here Seller have the right to collect the goods.

13.3 If the Buyer is liquidated, is declared bankrupt or files for bankruptcy, is admitted to statutory composition pursuant to the Dutch Natural Persons Composition Act [Wet schuldsanering natuurlijke personen], attachment is levied against it or it is granted a suspension of payments, provisional or otherwise, the User's claims vis-à-vis the Buyer will become immediately due and payable.

13.4 Payments will first be used to cover the costs, then to cover any interest due and finally to cover the principal sum and the accrued interest.

Article 14 Collection costs

14.1 If the Buyer is in breach of contract or in default of performance or timely performance of its obligations, all reasonable costs both and out of court incurred in obtaining extra-judicial payment will be borne by the Buyer. The Buyer will in any case owe collection costs in the event of a financial claim. The collection costs will be calculated in accordance with collection rate as advised by the Netherlands Bar Association in collection matters, subject to a minimum of the higher amount of 15% of the amount concerned or EUR 350.

14.2 If the User has incurred higher costs which were reasonably necessary, such costs will also qualify for compensation. Court costs and enforcement costs will also be borne by the Buyer.

Article 15 Warranty

15.1 The User will not issue the Buyer with any warranty regarding the usability, applicability, colour fastness and composition of and the substances used in the goods produced by it.

15.2 The Buyer must check the purchased goods in advance for usability and applicability.

Article 16 Liability and indemnification

16.1 If the User is liable, this liability will be limited to the provisions laid down in this Article.

16.2 Under no circumstances will the User be liable for:

- deviations, damage, faults and defects that have gone unnoticed in the samples approved by the Buyer;
- indirect damage, including consequential damage, loss of profit, loss of savings or any damage due to an interruption of business operations;
- damage resulting from rejected raw materials and colouring agents as a result of environmental legislation or standards that have been amended – following the date of the Agreement with the Buyer – or are unclear;
- wrongful, improper or unprofessional use of the goods supplied by the Buyer or third parties;
- discolouration and shrinkage;
- damage resulting from unfitness for use and inapplicability;
- damage resulting from improper laying;
- damage resulting from non-compliance with the instructions; and/or
- incorrect treatment and/or cleaning.

16.3 Should the User be liable for damage, this liability will be limited to the amount paid by its insurer, if when the Agreement is concluded it is impossible for the user to take out that insurance, or impossible to do so at reasonable conditions, or if it is subsequently impossible to renew the insurance policy at reasonable conditions the maximum compensation payable for damages is the amount of the invoice (excl VAT), or to the amount of that part of the invoice excl VAT to which the liability pertains.

16.4 The User will under no circumstances be liable for damage ensuing from any advice given. Advice will always be given on the

basis of the facts and circumstances known to the User and in mutual consultation, in which respect the User will always take the Buyer's intention as a guideline and starting point. The buyer indemnifies User from claims submitted by third parties due to application of products and/or services supplied by User to the Buyer or caused by User's staff.

16.5 Any claims for damages must be submitted to the User in writing immediately after the damage has occurred.

16.6 The limitations of liability for damage laid down in these General Terms and Conditions will not apply, if User is found guilty of an intentional act or omission or gross negligence or on that of its employees.

Article 17 Intellectual property and copyrights

17.1 Without prejudice to the provisions in these General Terms and Conditions, the User reserves the rights and powers vested in it pursuant to intellectual property law and the Dutch Copyright Act [Auteurswet]. This will include the copyrights and all industrial property rights to all offers, designed submitted, illustrations, drawings, trial models, programs and is regardless of whether costs have been charged to the Buyer for these.

17.2 All goods sold and/or manufactured by the User, as well as any designs, sketches, drawings, samples and brochures provided by the User, are exclusively intended for use by the Buyer, and may not be multiplied, resold, adapted changed, copied, reproduced, made public or brought to the attention of third parties by the Buyer without the User's prior permission, unless the contrary ensues from the nature of the goods sold or the documents provided.

Article 18 Export/transport

18.1 All export transactions must be effected ex works, unless provisions to the contrary have been explicitly agreed.

18.2 Unless provisions to the contrary have been agreed in writing, payment for export transactions must be effected in advance.

18.3 The Buyer guarantees that, if an import certificate or licence is required for the import of the goods in the country of destination, such an import certificate or licence has been or will have been obtained before dispatch.

18.4 In the event that the User is to provide for the transport or storage of the goods that are the subject of the Agreement, this will be fully at the Buyer's expense and risk.

18.5 In the event and to the extent that the User undertakes to provide for the transport, storage, dispatch, packaging or similar services, the User will determine the manner in which this is effected if no further instructions have been issued by the Buyer to the User. Unless otherwise agreed, the Buyer will assume all risks, including the risk of any negligence or omission on the carrier's part.

18.6 Any specific wishes of the Buyer regarding the transport, dispatch or storage will be performed only if the Buyer has stated that it will bear the corresponding additional costs.

Article 19: Retention of title

19.1 The goods supplied by the User will remain the User's property until the Buyer has fulfilled all the following obligations arising from the purchase agreement concluded with the User:

- the consideration relating to the item or items delivered or to be delivered;
- the consideration relating to the services performed or to be performed by the User in accordance with the purchase agreement or agreements;
- any claims relating to non-performance

of one or more purchase agreements by the Buyer.

19.2 Goods supplied by the User subject to retention of title under paragraph 1 may only be resold or processed in the context of normal business operations.

19.3 If the Buyer fails to perform its obligations or in the event of reasonable grounds to fear that it will fail to do so, the User will be entitled to remove or have others remove the goods supplied subject to the retention of title referred to in paragraph 1 from the Buyer's premises or the premises of third parties keeping the goods for the Buyer. The Buyer will be obliged to extend any required cooperation in this respect on pain of a penalty of 10% of the payable amount per day.

19.4 In the event that third parties wish to create or enforce rights on the goods supplied subject to the retention of title or to have others do so, the Buyer will be obliged to so inform the User forthwith.

19.5 If the User cannot invoke retention of ownership because the objects derived have been subject to confusion, deformation or accession, the Buyer is obliged to give the newly formed objects in pledge to the User.

19.6 The Buyer undertakes:

- to insure and keep insured the goods supplied subject to the retention of title against fire, explosion and water damage and theft, and to make the relevant insurance policy available for inspection;
- to pledge to the User, at the User's first request, all claims that the Buyer has against insurers relating to the goods supplied subject to the retention of title in the manner prescribed in Section 3:239 of the Dutch Civil Code [Burgerlijk Wetboek];
- to pledge to the User, at the User's first request, all claims that the Buyer has with respect to its customers in the event of the resale of the goods supplied subject to the retention of title in the manner prescribed in Section 3:239 of the Dutch Civil Code;
- to mark the goods supplied subject to the retention of title as the User's property; and
- to cooperate in other ways with all reasonable measures that the User wishes to take to protect its proprietary rights with respect to the goods and which do not unreasonably hinder the Buyer's normal business operations.

Article 20 Translations of these Terms and Conditions

The Dutch-language version of these Terms and Conditions is the only authentic version. In the event of any discrepancy between the Dutch text and a translation, the Dutch text will prevail.

Article 21 Disputes

Any disputes arising from the Agreement concluded between the parties will be settled in the first instance by the District Court in the city or town where the User has its registered office. Nevertheless, the User will be entitled to submit the dispute to the court competent according to the law.

Article 22 Applicable law

All Agreements between the User and the Buyer will be governed by Dutch law. Applicability of the Vienna Sales Convention (C.I.S.G.) and United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded nor do any other international regulations whose exclusion is permitted apply.

Article 23 Filing of these Terms and Conditions

These Terms and Conditions have been filed at the offices of the Chamber of Commerce and Industry in Zwolle.