

GENERAL PURCHASE CONDITIONS

Filed at the Chamber of Commerce at Amsterdam dated 15.04.1993 under nr. 33161983.

In these conditions there is understood by the terms:

us/our: B.V. "Nedeximpo" Nederlandse Export- en Importmaatschappij, having its registered office at Amsterdam.

the other party: the person who has accepted the force of these general conditions by signing a writing or in another manner.

goods: all corporeal objects susceptible of human control, all forms of rendering of services, including software for computers or computer operating systems, whether as part of another object or not, irrespective of the manner in which rights of ownership and use have been regulated, all this insofar the purport of these conditions shall not be opposed to the same.

transaction: any actual or legal act, statement or action, which creates an obligation, a right or a contract.

IN GENERAL

Article 1. Applicability

1. These general conditions shall be applicable to the contents, conclusion and performance of all our transactions concerning the purchase of goods, assigning services, assigning the undertaking of contracts, and replace general conditions previously applicable and/or filed and/or conditions customary between the parties, if any. Stipulations, in particular special ones, in which these general conditions are deviated from, shall be effective only if they have been confirmed in writing by us.
2. Subject to the foregoing the applicability of conditions used by the other party shall be explicitly ruled out.
3. In any case these conditions shall at any time apply in addition to that which the parties have agreed upon.

Article 2. Conclusion of contracts

1. A contract shall be concluded after a confirmation in writing on our part, or after a commencement shall have been made with the performance of the transaction. Written or verbal contracts, transactions, agreements and/or stipulations made by our employees or agents may be rescinded within five workdays by the persons who are authorised to represent our company according to the commercial register.
2. The other party shall be bound by a confirmation in writing on our part, if the correctness of the contents of such confirmation shall not have been denied by the same within three days after receipt.

Article 3. Term of performance

1. The terms of performance shall be considered - unless otherwise agreed upon - as expiration dates so that the other party shall be immediately in default by exceeding the term.
2. The other party shall no matter how give notice of an imminent exceeding of the terms of performance.

Article 4. Prices

1. If not otherwise agreed upon, the prices agreed upon shall be fixed and binding, based on delivered duty paid, V.A.T. not included, but inclusive of packaging, packing, forwarding, transport documents, assemblage/installation, testing, insurances and fees or duties, if any, to be levied by the authorities.
2. Rises in prices shall not be charged up to us, unless we have agreed therewith in writing.

Article 5. Risk

1. The goods shall be for account and risk of the other party, until the same has been delivered or completed.
2. The delivery or the completion, as the case may be, shall take place not until after we have taken delivery of the goods and if no claim has been made by us after discovery of any faults within a reasonable period of at least thirty days, or we shall have approved the completed work. This shall equally apply if the goods shall have been wholly or partially manufactured or used by us.
3. Terms of delivery shall be interpreted in accordance with the last issued "Incoterms", insofar these do not deviate from that which results from these conditions and/or from agreements between the parties laid down in writing.

Article 6. Quality and testing

1. All goods shall be of a good quality design and a proper construction and besides, they shall be suitable for the purpose for which they are intended. In addition, they shall come up to government and/or other testing or safety regulations, if any, and shall be provided with the necessary certificates and/or licences, which are necessary or required for a legitimate and proper use. The goods shall in all respects be equal to samples or models, which have been showed or made available by the other party.
2. We shall at all times - consequently also in an interim period - be entitled to inspect, test and/or try the goods to be delivered or to cause the goods to be inspected, tested or tried. The other party shall be required to give his cooperation and to make available all facilities necessary for that purpose. The other party must, in the event of an inspection, test or trial on his part, give us the opportunity to be present at that.
3. Our tests, inspections, trials, direct or indirect purchase (as well as our payment) do not entitle the other party to any rights with respect to his liability for the good quality of the goods delivered, the services rendered or the work done.
4. The other party shall warrant any fault of and any damage to the goods on the one hand, during one year after the acceptance or introduction of the same and/or on the other hand the object for which these goods are intended, while the latter of either the acceptance or the introduction shall cause the warranty period to commence, unless another period is mentioned in the transaction. The other party shall repair the faults and the damage for us free of cost, unless the other party shall prove that these faults are and/or this damage is the result of faults on our part. Besides, the other party shall bind itself to the performance thereof within the reasonable period laid down by us on assignment.
5. On failure of proper performance of this obligation to repair and/or performance thereof within the fixed period, as well as in cases of urgency, we shall be entitled to perform what is necessary or to cause what is necessary to be performed by third parties for account and risk of the other party, provided that the other party shall be informed of this as soon as possible.

Article 7. Alterations

1. The other party may introduce any alterations to the design agreed upon or the specifications laid down only after consultation with us and with our consent in writing. Should the execution of the transaction not be possible in accordance with the design or the specifications, we shall not refuse this consent on unreasonable grounds.
2. If we request the other party to introduce alterations in the design or the specifications, the other party shall state all alterations which are technically possible, stating the extra or lesser cost, if any, and stating the consequences for the time of delivery.

Article 8. Liability

1. The other party shall be liable in the event of overdue, deficient, improper or non-performance, in whatever manner. Insofar the law allows this.
2. Besides, the other party shall be liable for any damage which is caused by him, his employees or by persons or companies which have been engaged by him, to persons and/or goods.
3. Loss of and damage to appliances and equipment, used by the other party for the performance of the transactions, shall be borne by the other party: unless when wilfulness or gross negligence can be imputed to us.
4. The terms of these conditions do not release the other party from his other liability under the law.
5. The other party shall indemnify us for any damages resulting from claims of third parties, if any.

Article 9. Ownership retention/retained right of pledge

1. In the event of down-payments of more than 25% of the price agreed upon all goods delivered and to be delivered shall come into our ownership, until all obligations arising from these transactions or transactions relating thereto, have been completely fulfilled. Consequently, the other party shall not be entitled to pledge the goods, transfer the ownership, or grant the loan of the same; to third parties.
2. The other party shall now undertake to create on a future date rights of pledge for our benefit on all goods in the possession of the other party as part of the execution of the transactions as a greater guarantee for the fulfillment of all obligations arising from these transactions or transactions relating thereto, insofar the law allows this.
3. Until the complete performance has taken place the other party shall be required to insure the goods against fire risk and other risks which may be insured and store the same with the necessary carefulness and identifiability. Besides, the other party shall be required to pledge at our first request for our benefit all claims of the other party on the insurers as a greater guarantee for the fulfillment of all obligations arising from these transactions or transactions relating thereto.
4. The other party shall undertake to put the goods which have not yet been used or used up as part of the execution of the transactions, at our disposal at our first request and authorise a person now to be appointed by us then to enter upon the premises and take away these goods.

Article 10. Intellectual property

All drawings, models, plates, films, photographs, stamps, other picture-, sound-, and data carriers or other appliances and designs, including software, as a whole as well as in parts, shall remain our property and at our disposal only. The other party shall be required to refrain from any act, which would be an infringement of a patent, copyright, trade mark right or license. Imitations, pirated editions or reproductions in whatever sense are prohibited.

Article 11. Payment

1. An invoice sent to us shall become due for payment not until thirty days after the invoice date, without prejudice to that which has been stipulated in deviation from this hereinafter.
2. Terms of payment shall only begin to run, after the performance shall have taken place completely.
3. We shall be at all times entitled to settle in account all that which we owe, whether or not due for payment and whether or not subject to a stipulation as to time, to the other party with that which the other party owes us.
4. Payment or settlement by us of the price agreed upon shall by no means imply renunciation of the right to call upon the other party in respect to the proper performance of the other party of all his obligations arising from these transactions or transactions relating thereto.

Article 12. Costs

All costs, if any, collecting-, bailiff's- and lawyer's costs included, judicial as well as extrajudicial, which shall be incurred by us to effect performance of the obligations of the other party, shall be chargeable to the other party. The extrajudicial costs amount to 15% of the claim, with a minimum of EUR 75.00, of which no evidence need be advanced, without prejudice to our right to performance and additional compensation for damages, they shall be owing from the moment on which the claim has been put into the hands of our lawyer, no matter whether the other party shall have been informed thereof.

Article 13. Security and rescission

1. During the course of the transaction we shall be entitled to suspend the performance of our obligations, to rescind the transaction in respect thereto by a simple declaration and without judicial interposition in the event of overdue, deficient, improper or non-performance in whatever manner, of the other party, or a well-founded fear in respect thereto, as in the event that the other party files a petition for an official moratorium, has been declared bankrupt, winds up or (partially) transfers his enterprise to third parties, in the event that a guardian has been appointed over him, or if attachment has been made for his account, without prejudice to our right to additional compensation for damage, or to demand a guarantee for a timely performance. Should the other party fail to perform any obligation whatever, including providing guarantee, we shall be entitled, besides suspension of our obligations, to demand a proper guarantee for further performance.
2. Should the other party be compelled to suspend the performance of his obligations on the grounds of his non-imputable shortcoming, we shall be entitled to rescind the transaction by a simple declaration and without judicial interposition after the lapse of thirty days, or to do so immediately without observing the aforementioned period, if the non-imputable shortcoming should result in a permanent incapability to perform, without prejudice to our right to a full compensation of the damage.
3. In the event of rescission of the transaction we shall be entitled to send back the goods previously delivered for account and risk of the other party and to reclaim payments, if any.

Article 14. Perpetual clause

In the event of a (partial) transfer and/or an alteration of his enterprise the other party shall be required to impose these conditions to his successors and/or partners, in default whereof he shall remain liable towards us for their defaults.

Article 15. Several parties

If a transaction is concluded among us on [he one side and two or several parties on the other side, these parties shall be severally liable for the complete performance thereof.

Article 16. Legal force

The conditions stipulated here shall remain in force in the event that our enterprise changes its name, legal form, or ownership, in whole or in part.

Article 17. Applicable law

1. All transactions to which these conditions apply, also in the event of transactions with foreign countries, and the legal relationships resulting from the same for the parties, shall be exclusively governed by Netherlands law, applicable to the Kingdom in Europe.
2. The provisions of the UN Purchase Convention (CISG), concluded at Vienna on 11th April 1980, shall be applicable only insofar the same are not contrary to the provisions in these conditions.
3. In any case the parties agree that the place where our registered office is situated, shall be considered as the place of execution of all obligations resulting from these conditions.
4. The heading of the various articles of these conditions are intended only as an aid and have no significance for the interpretation of these articles.

Article 18. Disputes

Any disputes between the parties, also those which are considered as such by only one of the parties, shall be adjudicated upon by the competent court at Amsterdam, without prejudice to our right to choose the competent court under the law or by convention.

Article 19. Conversion

1. If any stipulation mentioned in these conditions and applicable to the other party, shall be declared null and void, this stipulation shall be replaced by a valid stipulation, which shall conform to a similar purport to the extent possible. The applicability of the other provisions of these conditions shall remain unchanged.
2. If article 8 paragraph 1 cannot be applied under circumstances the following provisions shall replace the same: Our obligation to compensate the loss of or damage to appliances and equipment, used by the other party for the performance of the transaction, shall be paid in full by payment of the cost actually incurred by the other party not exceeding 25% of the claim.