

GENERAL CONDITIONS OF SALE AND DELIVERY

Of the private company with limited liability SUREFAS B.V., with its registered offices in Rotterdam, hereinafter referred to as: SUREFAS.

Article 1: General

- 1.1. These general conditions apply to all offers, tenders made by or on behalf of SUREFAS and agreements between client and SUREFAS. These general conditions also apply to previously concluded agreements with SUREFAS.
- 1.2. Deviations in/from these general conditions only apply if and insofar as these have been agreed in writing and then only for the agreement in question. The applicability of other general conditions, whatever they may be called, is expressly rejected.
- 1.3. Where the term 'written' is referred to in these conditions, this is also understood to include every electronic form of sending messages, such as facsimile, email, internet and/or intranet.

Article 2: Offers and agreements

- 2.1. All offers, tenders etc. on behalf of SUREFAS are without obligation, unless expressly agreed otherwise. An agreement first comes into existence – whether or not following a proposal – when this has been confirmed in writing by SUREFAS.
- 2.2. All information in publication and advertising material, website, etc. is without obligation and subject to change. SUREFAS does not guarantee the accuracy, the completeness or relevance of this information. No rights can be derived from catalogues or other pre-printed information.

Article 3: Delivery

- 3.1. A term of delivery stated by client or agreed with SUREFAS shall apply at all times as an approximation and can therefore never be interpreted as a deadline. In the case of non-timely delivery, client shall state a more specific reasonable term in writing to SUREFAS in which to complete delivery.
- 3.2. Should objects be out of stock, SUREFAS is entitled to deliver the order in stages. SUREFAS is free to choose the manner of shipping and packaging, unless agreed otherwise in writing.
- 3.3. Client is obliged to buy the purchased object within the agreed time. Should client remain in default following a verbal or written warning, SUREFAS is authorised to immediately dissolve the agreement and/or claim compensation, such that client must at least pay the purchase price for the objects that are not taken. Should SUREFAS desire compliance, the objects are considered to have been purchased by client ex warehouse, after which they will be stored for the account and risk of client and against payment of all costs ensuing from this.
- 3.4. Unless agreed otherwise in writing, delivery takes place ex SUREFAS warehouse.
- 3.5. Unless otherwise agreed in writing, the risk of the supplied or delivered objects is transferred to client at the time of delivery. If another place for delivery is agreed, the risk of the objects is transferred to client before the objects are handed over to the transporter.

Article 4: Price, payment and security

- 4.1. The agreed price is exclusive of turnover tax and based on the factors determining the price at the time of the quotation. SUREFAS is entitled at all times to charge client interim price increases and any additional costs. SUREFAS may also always and immediately charge all - increases in - levies, taxes, import duties, excise duties and exchange rates.
- 4.2. Unless agreed otherwise, the agreed price is based on delivery ex warehouse and excludes transport costs and any insurance.
- 4.3. Unless agreed otherwise, payment is made in cash or on invoice and, in this latter case, no later than 14 days after invoice date. Payments are made by making use of the bank or giro account number designated by SUREFAS and are considered to have been made at the offices of SUREFAS. Costs in connection with the payment are for the account of client.
- 4.4. Should client not pay the amount due in good time, it owes to SUREFAS, without further notice of default, interest for overdue payment of 2% per month, to be charged with effect from the invoice date, with part of a month counting as a whole month. In that case, client also owes all additional extrajudicial and pre-trial costs, which will amount to 15% of the total amount receivable, such with a minimum of EUR 250.00 per occurrence.
- 4.5. Payments in the first place serve as payment for interest and collection costs due and subsequently as payment for, successively, the due and payable invoices with respect to which no legally valid retention of title is stipulated and after this the longest outstanding invoice, even if client states that the payment relates to another invoice. SUREFAS is at all times entitled to suspend the fulfilment of its obligations by a period equal to that with which client remains in default with timely payment.
- 4.6. In the case of another attributable shortcoming by client or already occurred default of payment or if an attachment is placed on its goods or a moratorium of payment, bankruptcy or guardianship order against client is filed for, the amount owed by client shall be immediately and fully due and payable, therefore including interest, costs and any not yet due and payable invoices. Client is then considered to be in default by operation of law, irrespective of previous time-limit agreements.
- 4.7. In the case of non-timely payment, as well as in the other situations mentioned above, SUREFAS is at all times entitled to suspend the execution of the agreement or, at its option, to entirely or partially dissolve it without being obliged to pay any compensation.
- 4.8. Irrespective of the agreed terms of payment, SUREFAS remains at all times entitled to demand advance payment or adequate security from client before proceeding with delivery or continuing with a delivery that has already started. If the security or (down) payment is not provided within the stipulated period, SUREFAS is entitled, without further notice of default, to consider the agreement to be dissolved, without being obliged to pay any compensation.

Article 5: Risk, retention of title and right of retention

- 5.1. As long as client has not paid the full amount of the relevant invoice – possibly increased with interest and additional costs due – the supplied or delivered objects remain the property of SUREFAS.
- 5.2. The ownership is first transferred to client as soon as the entire amount receivable has been fully paid. Client shall not be authorised to supply the objects that still remain unpaid to third parties unless agreed otherwise and except for delivery within the normal business operations.
- 5.3. The retention of title referred to also extends to any amounts receivable by SUREFAS on account of failure of client in one of its other obligations of the agreement and to amounts receivable by SUREFAS on account of previous agreements with client. As long as the retention of title continues, client is obliged to take care of the – preservation of – the object, including adequate insurance, as a prudent debtor. Client is not permitted to pledge the object in question or to encumber it with any other – restricted – right. Client is also obliged to immediately report to SUREFAS every circumstance that adversely affects or may affect the object.
- 5.4. If client has either sold or processed the object within the normal business operations before client has paid for that object in full, client shall, at SUREFAS' first request and to its sole discretion, either put up adequate security or assign the proceeds from the sale of the object to SUREFAS.
- 5.5. If client fails to fulfil its obligations or there is good reason to believe that client shall fail to do so, SUREFAS is entitled to take back the objects under retention of title that are supplied or delivered. Notwithstanding the foregoing provision in this subclause, the contract remains in full force and effect, unless SUREFAS to its sole discretion decides to credit the returned goods. SUREFAS has at all times free access to the objects under retention of title that are supplied or delivered wherever they may be located. Client is obliged within reasonable limits to render assistance with all measures that SUREFAS wants to take to exercise its retention of title with respect to these objects.

Article 6: Complaints and return shipments

- 6.1. Client is obliged to inspect or cause to inspect the delivered objects immediately after receipt. Complaints about quality or quantity, or other defects and/or damage should be made known by client to SUREFAS in a detailed written statement within five working days of receipt. Complaints will no longer be admissible once client has processed the delivered objects or has supplied them to third parties or if they are made after the specified period, unless the defect could first be detected by or during the processing, without prejudice to the obligation to complain in that case in good time and in the correct manner.
- 6.2. Deviations concerning quantity as well as directly visible damage, also in the packaging, must be immediately reported on any (shipping) document, in default of which the goods are deemed to have been approved on those aspects and client cannot commence any action against SUREFAS. The burden of proof that the objects which client is complaining about are the same as those which were supplied by SUREFAS rests with client.
- 6.3. Small deviations shall never constitute a ground for client to refuse the relevant objects or dissolve the agreement. Complaints of whatever nature never suspend the payment obligations of client. The right of complaint lapses if the products are modified or repaired by client.
- 6.4. If the complaint appears to be valid, SUREFAS has the choice of still supplying what has been agreed or to take back and replace the relevant objects, or dissolve the agreement and refund payments made.
- 6.5. The right of complaint also lapses if the products are processed incorrectly and/or with the aid of the wrong tools and/or not in accordance with any user manual or in the case of any form of self-activation by client or a third party deployed by it. Neither shall SUREFAS be liable for consequential loss, whatever it is called.
- 6.6. Supplied or delivered objects can only be returned by client in consultation with and following permission from SUREFAS. The return shipping should be sent to the office address of SUREFAS. All costs associated with a return shipment are for the account of client.

Article 7: Force majeure

- 7.1. During a situation of force majeure – which is the case if, among other things, the execution of the agreement is obstructed by war, revolt, riots, acts of war, fire, water damage, flood, strikes, sit-down strikes, import and export restrictions, government measures, defects to machinery, failures in the supply of energy and/or delivery of materials by third parties, or any other circumstance beyond the reasonable control of SUREFAS, the execution of the agreement will, at the discretion of SUREFAS, either be suspended or the agreement will be dissolved by means of a written declaration, stating the circumstance that obstructs further execution. In that case, there will not be any obligation to pay compensation, except for payment by client of the costs actually incurred by SUREFAS. In the case of the temporary or permanent impossibility of compliance by SUREFAS as a result of force majeure, client is not entitled to suspend payment.
- 7.2. If at the commencement of the force majeure situation SUREFAS has already partly fulfilled its obligations, or can still only partially fulfil its obligations, SUREFAS is entitled to separately invoice the part already executed or still to be executed. In that case, client is obliged to pay the invoice as if it concerned a separate contract.

Article 8: Guarantee

- 8.1. SUREFAS undertakes towards client to supply objects of sound quality, in the quantity and in accordance with the description as established between parties in the quotation or in a more detailed written document.
- 8.2. SUREFAS guarantees the soundness of the objects for a period of twelve months after delivery. If the delivery proves to have been defective, the object(s) must be returned to SUREFAS carriage paid. SUREFAS will then elect either: i) to repair or to replace the object(s), or ii) to credit client for a proportionate part of the invoice. In all situations, client must allow SUREFAS the opportunity to repair any shortcomings.
- 8.3. Defects caused by normal wear and tear, due to improper use or handling, use that is not in accordance with the assembly manual, or defects that occur after modification or repair by client, or by third parties, remain at all times beyond the scope of the guarantee.

Article 9: Liability, indemnification & intellectual property

- 9.1. With respect to all objects supplied and all activities performed by SUREFAS, SUREFAS is only obliged to fulfil its guarantee obligations referred to in article 8 and is only liable for damage caused by gross negligence or intention of SUREFAS.
- 9.2. SUREFAS shall under no circumstance be further liable towards client and/or third parties than for compensation of damage covered by its liability insurance or – if such an insurance policy has not been taken out and/or if no cover has been granted – up to the total price stipulated in the relevant agreement excluding VAT.
- 9.3. For that matter, SUREFAS does not accept any liability whatsoever in connection with exceeding delivery periods, inadequate co-operation by client, materials supplied by third parties, nor for personal and bodily injury, immaterial damage or subsequent damage, including trading loss.
- 9.4. Client shall indemnify SUREFAS against all claims from third parties due to breaches of intellectual property alleged by them. Furthermore, client declares that it will in no way infringe the intellectual properties of SUREFAS that are associated with concepts, models or drawings, brands and other intellectual achievements, whether or not produced by it. Client is also obliged to indemnify SUREFAS against any other liability and is obliged where possible to stipulate a similar exoneration in its agreements with third parties.

Article 10: Cancellation

- 10.1. Should client cancel the order in good time and in writing with the explicit consent of SUREFAS and stating compelling reasons, client is in any case obliged to reimburse SUREFAS for all expenditure incurred by SUREFAS within the scope of the order in connection with ordered and possible still to be purchased manufactured or processed materials and raw materials, as well as the resulting damage to SUREFAS, which costs and damages are fixed in advance at 25% of the invoice amount, subject to all rights for further compensation.
- 10.2. Cancellation must take place no later than five working days before the agreed time of delivery. After this, cancellation is no longer possible and the stipulations referred to in article 3 apply to the delivery.
- 10.3. Client shall also reimburse the costs ensuing from the cancellation and any exchange rate losses and indemnify SUREFAS against every possible claim from third parties.

Article 11: Applicable law and agreed forum

- 11.1. Dutch law shall apply to all agreements with SUREFAS and to all disputes arising from or associated with them. The provisions of the Vienna Convention on Treaties and of every other international regulation from which application can be excluded, are expressly excluded.
- 11.2. All disputes arising from or associated with the agreement including the present conditions will be referred to the ordinary civil court in Dordrecht, unless SUREFAS prefers to elect domicile at the civil court of client.

These conditions were filed at the Office of the District Court in Dordrecht on December 1st 2009 under number AL 19/2009.