

GENERAL TERMS OF SALE AND DELIVERY OF B.V. DESCOL KUNSTSTOF CHEMIE, DUURSTEDEWEG 7, 7418 CK DEVENTER, THE NETHERLANDS

Deposited at the Court of Zwolle (the Netherlands), March 15 2000, under number 20/2000

Article 1: Applicability

1. These general terms and conditions of sale shall apply to any and all agreements under which the private limited liability company B.V. Descol Kunststof Chemie ("DESCOL") sells goods and/or provides services.
2. DESCOL expressly rejects the applicability of any purchasing conditions that contravene these general terms and conditions of sale.
3. If, upon acceptance, purchasers refer to their own terms and conditions, as a result of which the said terms and conditions should be applicable, the same shall not be binding upon DESCOL.

Article 2: Quotations

1. Quotations by DESCOL shall be free of obligation and constitute no more than an invitation to make an offer.
2. Quotations shall remain valid for a period of three months.
3. DESCOL may withdraw quotations up to eight days following acceptance by the purchaser, in which case neither party shall be bound.
4. Any items enclosed with the quotation, such as samples, trial models, drawings and suchlike shall remain DESCOL's property, and may not be copied, multiplied, shown or made available for perusal to third parties.

Article 3: Coming into effect

The agreement shall come into effect by despatch of a written order confirmation by DESCOL. If no other day is indicated, the date of the order confirmation shall be the effective date.

Article 4: Prices

1. The prices stated in the order confirmation shall be applicable, barring any mistakes or typos apparent to the purchaser.
2. Unless stated otherwise, all the prices shall be in Euro's.
3. All the prices shall be exclusive of value added tax (VAT) and other taxes and levies relating to the sale and delivery of goods.
4. The costs of transport from the manufacturing site shall not be included in the price.
5. Starting three months after the agreement comes into effect, DESCOL shall be entitled to raise the prices for goods delivered thereafter.
6. If DESCOL exercises this right, the purchaser shall be entitled to dissolve the agreement for 14 days following receipt of the pertinent notification with respect to those goods that DESCOL has not yet taken into production. The purchaser shall compensate DESCOL for any raw and/or auxiliary materials specially purchased for the order in question.
7. If the purchaser dissolves the agreement pursuant to paragraph 5, the price for the goods for which the agreement remains effective shall remain unaltered.

Article 5: Fulfilment

1. DESCOL reserves the right to provide the goods to be supplied with its name, brand and/or code.
2. Even if samples or trial copies have been sold, the goods supplied shall be deemed to comply with the agreement, allowing for deviations, variations or differences in colour and/or design inherent to manufacturing, irrespective of whether they occur in the same or between different batches.
3. Without prejudice to the provisions of paragraph 2, the goods shall in any event comply with the agreement, if visible properties, such as dimensions, imprints, colours and the like correspond to the samples and/or trial copies approved by the purchaser.

Article 6: Packaging

1. For each type of product, an efficient type of packaging shall be included in the price, excepting pallets.
2. The purchaser is to return the same or similar pallets of at least the same quality to the DESCOL shipping address.
3. In the case of deliveries within the Netherlands, the packaging material shall remain the property of DESCOL and is to be returned as soon as possible, with the exception of evidently disposable packaging materials, such as shrink-wrap film. DESCOL shall not be required to take back such material.

Article 7: Force majeure

1. If fulfilment of the agreement by DESCOL is temporarily or permanently impeded in whole or in part by force majeure as referred to in paragraph 3, DESCOL shall be entitled to dissolve the agreement in whole or in part, or to defer fulfilment of its obligations in whole or in part for the period that the impediment lasts.
2. Even after deferral, DESCOL shall remain entitled to dissolve the agreement in whole or in part on the grounds of this or another instance of force majeure.
3. Force majeure shall be understood to include: war, state of siege, riots, terrorism, sabotage, natural disasters, government measures, fire, lockouts, strikes, shortages of raw or auxiliary materials, shortage of workers, failures in the power and/or water supply, traffic congestion, breakage of machines and/or tools, as well as non-fulfilment of obligations vis-à-vis DESCOL by third parties, irrespective of the cause, without DESCOL's having to demonstrate the impact thereof on its business.

Article 8: Delivery

1. If no time of delivery has been agreed upon, the term of delivery shall be at least four weeks.
2. The purchaser shall accept the goods within four weeks of the agreed delivery date or delivery deadline.
3. DESCOL shall be entitled to make deliveries in parts, in which case the purchaser shall owe a proportional portion of the purchase price for each partial delivery.
4. The goods shall be delivered from a plant specified by DESCOL, i.e. "EXW" (= "ex works") as referred to in the Incoterms, drawn up by the International Chamber of Commerce in Paris, as applicable at the time of conclusion of this agreement.
5. DESCOL shall be entitled to deliver the goods to a location other than provided in paragraph 4, provided that it compensate the purchaser for any additional transport costs, barring force majeure.
6. Goods sold on the basis of "ex works" shall always be transported from the plant at the expense and risk of the purchaser. The purchaser shall be regarded as carrier in that context, regardless of any other provisions applicable between the seller and third parties.
7. DESCOL cannot be held liable for exceeding any delivery deadline.
8. In any event, DESCOL shall never be in default by operation of law by the mere lapsing of a delivery term.

Article 9: Reservation of title

DESCOL shall reserve the title to the goods delivered until the purchaser has fully met his obligations under agreements with DESCOL as referred to in Section 92 of Book 3 of the Netherlands Civil Code.

Article 10: Payment

1. The purchaser shall make payments by transferring or depositing the amounts due into the bank or giro account specified in the invoice.
2. Invoices are to be settled by the purchaser within 30 days of the invoice date.
3. Any and all expenses associated with payment shall be borne by the purchaser.
4. The purchaser shall in no event be entitled to effect any set-offs.
5. DESCOL shall always be entitled to demand payment or security other than provided in this agreement prior to (continuing) fulfilment of the agreement.

Article 11: Faulty delivery / product liability / guarantee

1. If and in so far as the goods sold by DESCOL are not guaranteed by their manufacturer, DESCOL shall guarantee the goods sold for twelve months against manufacturing, construction and material errors, subject to the conditions listed hereinafter.
2. If an item delivered does not comply with the agreement and if the requirements set forth in Article 12 have been satisfied, DESCOL shall, at its discretion, repair or replace the item delivered free of charge.
3. If (any further) repair or replacement is not economically viable, DESCOL shall be entitled to dissolve the agreement on condition that it repay the purchaser or credit his account with the purchase price and any and all costs the purchaser has paid DESCOL.
4. Any other obligation to pay damages shall be limited to the amount to which DESCOL is liable under Section 185 of Book 6 of the Netherlands Civil Code.

Article 12: Complaints

1. The purchaser shall inspect the goods within fifteen days of delivery or, as the case may be, on-site installation by DESCOL.
2. The purchaser shall inform DESCOL in writing within fourteen days of the end of the term referred to in paragraph 1 of any objections on account of non-compliance of the goods with the agreement that have become or should reasonably have become apparent during the said inspection.
3. The purchaser shall inform DESCOL in writing of any other defects within fourteen days of their detection.
4. By exceeding the terms referred to in paragraphs 2 and 3, the purchaser shall forfeit all claims.
5. Upon request, the purchaser shall furnish all the information required by DESCOL that may reasonably be relevant to settling the question of liability and (the scope of) the damage, under penalty of forfeiting any claim whatsoever.
6. Legal claims and defences by the purchaser due to shortcomings on the part of DESCOL shall cease to be valid one year after delivery of the goods in question if the case is not brought before the court within the said term.

Article 13: Non-fulfilment by the purchaser

1. The purchaser shall be in default by operation of law without notice of default being required, if he fails to pay on time according to the provisions of Article 10.
2. Upon commencement of default, the entire purchase price shall be due and payable, also in respect of goods not yet delivered.
3. In the event of default, the purchaser shall, in addition to other damage, owe DESCOL all the costs of judicial and extrajudicial collection, to a minimum of 15% of the invoice amount.
4. In that case, DESCOL shall be entitled to defer fulfilment of all its obligations under this or other agreements until the purchaser has paid all his amounts due or has provided security therefore.
5. In addition, DESCOL shall be authorised to dissolve the agreement by means of a written statement to the purchaser, even if DESCOL had initially deferred fulfilment of its obligations.

6. Dissolution shall not prejudice DESCOL's right to full compensation of all damage.

Article 14: Advice

DESCOL shall provide advice to the best of its ability, but disclaims any and all liability for its contents, correctness and/or completeness.

Article 15: Intellectual and industrial property rights

1. The purchaser shall indemnify DESCOL for third-party claims on account of infringement of copyright, patents, trademark rights and/or any industrial and/or intellectual property rights of third parties to goods manufactured according to a drawing, model and/or process originating from the purchaser.
2. All the rights to drawings and models designed in whole or in part, in co-operation with the purchaser or otherwise, by or on behalf of DESCOL shall be and remain vested in DESCOL.
3. The purchaser shall be required to observe the said rights and inform DESCOL of any infringement forthwith.

Article 16: Means of production

The means of production created for the production of the goods delivered to the purchaser, such as moulds, dies, films, plates, etc, shall remain DESCOL's property, even if the purchaser has been charged in whole or in part for the same.

SPECIAL PROVISIONS REGARDING ACCEPTANCE OF ORDERS

Article 17: Definitions

In these terms and definitions, the following terms shall be employed in the meanings provided in this article:

1. construction site: the location and/or object where the work agreed upon is to be performed;
2. materials: any and all items to be processed and/or delivered under the agreement.

Article 18: Costs

1. Unless the work is contracted for an "all-in" price, the client shall owe compensation for travelling time, travelling and accommodation expenses, the costs of materials and parts, in addition to the costs of the work itself.
2. The prices shall apply to performance of work on weekdays, i.e. from Mondays to Fridays from 8:00 a.m. to 6:00 p.m., with the exception of official holidays. For work performed on different days and at different hours, DESCOL shall charge its rates for overtime and the associated extra costs.
3. The client shall in any event be liable for the extra costs resulting from delays attributable to him.

Article 19: Construction site

1. The client shall provide DESCOL with the opportunity to perform the work agreed upon without interruption at the agreed time and place.
2. The location where the work is to be performed must be suitable for the purpose and all the necessary facilities, such as a suitable surface, must be present.
3. The construction site must be easily accessible to DESCOL's personnel and the necessary vehicles, machines and equipment.
4. The construction site must have a suitable, clean, dry and lockable facility for storing materials.
5. The client shall follow DESCOL's instructions in respect of the above.
6. If work has to be performed in the open air, the costs of delay resulting from adverse weather conditions shall be borne by the client from the second day.

7. The risk associated with materials shall be borne by the client from the moment the same are delivered to the construction site, without prejudice to DESCOL's reservation of title.

Article 20: Provisions and safety

1. The client shall observe any and all provisions under and pursuant to the Working Conditions Act as if he were the employer of DESCOL's personnel.
2. If special provisions are applicable on the site, the client shall instruct DESCOL's personnel properly and in sufficiently understandable terms, and shall actually supervise compliance therewith.
3. DESCOL shall be entitled to charge the client for the time involved in such instruction.
4. The client shall be entitled and required to provide DESCOL's personnel with the necessary directions to ensure safety.
5. The client shall obtain the necessary permits and exemptions well before commencement of the work and shall grant the supervisor from DESCOL access thereto upon request.

Article 21: Subcontractors

1. DESCOL shall be entitled to have all or part of the work performed by skilled subcontractors.
2. The client shall have the same rights and obligations towards the subcontractor as towards DESCOL's own personnel.

Article 22: Completion

1. Unless explicitly otherwise agreed upon, the terms stated for completion shall serve as targets and DESCOL shall not be in default by exceeding the same.
2. The activities shall be completed once DESCOL has issued a statement to that effect.
3. If such a statement has not been previously made, the (final) invoice shall serve that purpose.
4. If the client does not inspect and reject the work within fifteen days of the said statement, the work shall be deemed completed and accepted in a proper state.
5. The client shall report apparent defects to DESCOL within the same term at the latest, under penalty of forfeiting the right to claim repair.

Article 23: Liability

1. DESCOL shall perform the work in accordance the requirement of good and proper work.
2. DESCOL shall not be liable for any losses resulting from use under abnormal circumstances or use other than the use originally specified by the client.
3. Article 12 shall apply *mutatis mutandis* to DESCOL's work.
4. Any liability of DESCOL shall be limited to compensation for the work in question, not including expenses and VAT, unless it concerns damage as referred to in Title 3, Part 3 of Book 6 of the Netherlands Civil Code (product liability).
5. The client shall indemnify DESCOL for claims from its personnel and third parties in relation to work performed by the said personnel, even if this facilitated DESCOL's performance within the scope of the order.
6. The client shall be liable for any and all damage to and loss of materials, tools, equipment and other property of DESCOL and its personnel present in the areas designated by the client.

GENERAL FINAL PROVISIONS

Article 24: Transfer of rights

Neither the client nor the purchaser shall be entitled to transfer any claim against DESCOL or to encumber the same with a limited right in favour of a third party without prior written permission from DESCOL.

Article 25: Conversion

If any provision of these terms and conditions should be deemed null and void, annulled or non-binding, the other provisions of these terms and conditions shall nevertheless remain in force. Furthermore, such a non-effective provision must be converted into a similar provision that is effective.

Article 26: Applicable law and competent court

1. The agreement shall be exclusively governed by Netherlands law.
2. Only the competent Dutch court and, in so far as legally possible, the court having jurisdiction over Deventer shall have the power to settle disputes.