

GENERAL CONDITIONS OF SALE OF
SYNPACK B.V.

Having its principal office in Eindhoven, the Netherlands, as filed with the Office of the Chamber of Commerce Oost-Brabant in Eindhoven, the Netherlands, on September 1, 2005.

1. General

- a. APPLICABILITY OF GENERAL CONDITIONS USED BY THE BUYER ARE REJECTED EXPLICITLY.
- b. These conditions shall apply to all offers, agreements and legal relations in which Synpack B.V., hereinafter called “Synpack”, acts as a (potential) vendor and/or supplier of goods and/or services.
- c. These conditions can only be deviated from in writing.

2. Conclusion of agreements

All Synpack’s offers, in whatever form, shall be without engagement, bearing a written statement to the contrary.

Agreements shall not be concluded until the time that they have been accepted or confirmed in writing by Synpack. Any additional or deviating arrangements shall only bind Synpack if and in far as they have been confirmed by Synpack in writing.

3. Deliveries

- a. Periods of delivery shall be determined approximately and shall not be considered fatal periods, unless the opposite has been agreed explicitly in writing.
Periods of delivery shall only commence as soon as the agreement has been concluded in accordance with article 2 and all information required for the performance has been received by Synpack from the buyers. Deliveries in instalments shall be permissible.
- b. Deliveries shall be made ex warehouse Synpack, the Netherlands, unless the opposite has been agreed explicitly in writing. The terms of delivery shall be in conformity with the ICC Incoterms 1990 or any later version thereof in force at the time of conclusion of the agreement.

4. Alteration of the order

Any alterations in the performance of the order as yet desired by the buyer after the order has been given must have been brought to the notice of Synpack by the buyer in due time and in writing. Synpack shall carry out these alterations, provided they can be performed in reason and Synpack can charge the additional price.

5. Non-acceptance by the buyer

Goods that are not accepted by the buyer at the time that they are ready for shipment can be stored by Synpack at the buyer’s risk and expense in a manner that Synpack seems appropriate. If the buyer does not cooperate in delivery after Synpack has given him a four (4) weeks’ period to do so, Synpack shall be released from its commitments.

6. Return shipment

Goods supplied can only be returned to Synpack, irrespective of the reason, after Synpack's prior written approval. These goods shall remain at the buyer's risk and expense until they have been received by Synpack.

7. Packaging and transport

- a. At its expense Synpack shall provide the goods with packing in such a manner that the buyer can be deemed able to take receipt of the goods in the agreed place.
- b. From the time of delivery in conformity with article 3 (b) all the goods shall travel at the buyer's risk. The buyer is to take out proper insurance against this risk.
- c. In so far as delivery is made on the basis of another term of delivery than ex works Synpack, the parties shall make agreement concerning the transport insurance.
- d. Buyer shall be responsible for the timely obtaining of and payment for any required authorization, such as export licence, import licence, exchange permit or any other governmental authorization, even though any such authorization is delayed, denied, revoked, restricted or not renewed, and buyer shall not be relieved of its obligations to pay Synpack for its work. All deliveries hereunder shall at all times be subject to the export control laws and regulations of the Dutch government and any amendments thereof.

8. Prices

- a. All prices shall be exclusive of VAT or other forms of turnover tax and shall be in Dutch currency unless opposite has been agreed explicitly in writing.
- b. Unless agreed otherwise, the selling price shall be based on the prices, exchange rates, wages, taxes, fees, burdens, transport charges etc. operative for and with Synpack at the time of acceptance of the order.
- c. Price increases as a result of an alteration of one of the price determining factors as mentioned in article 8 (b), taking effect after the conclusion of the agreement but prior to delivery by Synpack, can be passed on by Synpack to the buyer in so far as a period of delivery in excess of 3 months has been agreed upon.

9. Payment

- a. The method of payment shall be agreed between the buyer and Synpack. In so far as not agreed otherwise the following payment scheme shall apply.

- b. 1. Payment is to be made at the office of Synpack or of a banking institution as designated by Synpack, effectively in the agreed currency and within thirty (30) days of the date of invoice. If payment is effected within eight (8) days of the date of invoice, the buyer shall be entitled to a discount of 2% of the net invoice value.
2. Payments are to be made without any compensation or setoff.
3. Each instalment of deliveries made in instalments can be invoiced separately.

10. Non-payment

- a. Without prejudice to the further rights due to Synpack resulting from the law or agreement, if payment is not made in time the buyer shall be considered to be in default, without any notice of default or judicial interposition, and he shall then owe an interest equal to 1,5% per month on the invoice amount for every month or part of a month that the payment has failed, counting from the invoice date, and all obligations of payment of the other party, irrespective whether they have already been invoiced, shall be claimable at once.
- b. All expenses, both judicial and extrajudicial, made by Synpack as a result of late payment by the buyer, including the fees of third parties engaged by Synpack for purposes of collection, shall be for the buyer's account. Extrajudicial expenses shall be charged to the buyer in conformity with the collecting rate of the Dutch Bar ("Nederlandse Orde van Advocaten") and shall become claimable by the mere fact that Synpack takes measures against the buyer.
- c. Payments by or on behalf of the buyer shall be used successively to pay the extrajudicial collecting charges, the legal costs, the interests due by him and any principal sums outstanding in order of age, irrespective of other instruction by the buyer.

11. Rescission/ non-fulfilment

- a. If the buyer does not, not properly or not in time fulfil any obligation that should result for him from the agreement, and also in the event of bankruptcy, an official moratorium or appointment of a guardian over the buyer or stoppage or liquidation of his business, Synpack shall be entitled, at its option, without any obligation to pay compensation and without prejudice to the rights furthermore due to it, to rescind the agreement entirely or partially or to suspend the (further) performance of the agreement. In those cases Synpack shall furthermore be entitled to demand immediate payment of the amounts due to it.
- b. If, as a result of one or more circumstances that are not for the account of Synpack, including the circumstances mentioned in the following paragraph, Synpack's proper performance is entirely or partly impossible, either temporarily or permanently, Synpack shall be entitled to rescind the agreement.

- c. Circumstances that are not for the account of Synpack shall at any rate be: acts, bearing wilfulness or gross negligence of persons who Synpack uses in the performance of the commitment; unsuitability of goods that Synpack uses in the performance of the commitment, strike of work, lock-out of workers, illness, import, export and/or transmit prohibitions, transport problems, non-fulfilment of obligations by suppliers, interruptions in production, natural and/or nuclear disasters and war and/or threat of war.

12. Security

- a. If there is good reason to expect that the buyer will not fulfil his obligations punctually, the buyer shall be obliged to give security that is sufficient and in the form desired by Synpack immediately on Synpack's first demand and, if necessary, to supplement it for the fulfilment of all his obligations. As long as the buyer has not fulfilled them, Synpack shall be entitled to suspend fulfilment of its obligations.
- b. If the buyer has not complied with a request as referred to in article 12 (a) within fourteen (14) days after a written reminder for the purpose, all his obligations shall be claimable forthwith.

13. Reservation of ownership

- a. Synpack reserves the ownership of goods supplied or to be supplied by it, until it has received full payment for:
 - 1. the performance due from the buyer for all goods supplied or to be supplied by virtue of this agreement and also work done or to be done by virtue of such an agreement;
 - 2. claims owing to the buyer's failure to perform such agreement(s).
- b. If any good is due to Synpack in pursuance of paragraph 1 or paragraph 2, the buyer can only dispose of its as part of his normal conduct of business.
- c. If the buyer is in default in respect of the performances as referred to in paragraph 1, Synpack shall be entitled to (instruct others to) fetch back the goods belonging to it from their location at the buyer's expense. For that future event the buyer already grants Synpack an irrevocable power of attorney to (order others to) enter the spaces in use at or for the buyer.

14. Complaints

- a. At the time of delivery the buyer shall be obliged to examine whether the goods correspond with the agreement. If not, the buyer cannot rely on that fact if he has not informed Synpack thereof, in writing and with reasons, as soon as possible and at any rate within fourteen (14) days after delivery or at any rate after discovery was reasonably possible.

- b. Claims and defences based on the facts that would justify the allegation that the goods supplied do not correspond with the agreement shall be time-barred by the expiry of one year after delivery.
- c. If the goods supplied do not correspond with the agreement, Synpack shall only be obliged, at its position, to deliver any missing parts, to repair the good supplied or to replace the good supplied.

15. Confidentiality

Synpack shall keep confidential any information and any knowledge of a confidential nature, acquired as a result of its dealings with buyer and Synpack will further safeguard such information and knowledge against unauthorized inspection or use. Similarly buyer shall also keep confidential any information and knowledge of a confidential nature, received hereunder from Synpack.

16. Industrial property rights

- a. Synpack explicitly reserves all the rights that it has in the field of industrial property (including rights relating to trademarks, tradenames and designs) in connection with the goods supplied by it.
- b. All documentation, sales leaflets, illustrations, drawings etc. that are handed by Synpack to the buyer shall remain Synpack's property and shall be used by the buyer solely for the purposes of reselling the goods supplied by Synpack.
- c. The buyer shall not be entitled to use any of the rights mentioned in (a) for purposes other than the resale of the goods supplied by Synpack.

17. Party relationship/ Obligations buyer/ Indemnity

- a. The performance by Synpack and buyer under any agreement shall be as independent contractors. Nothing contained in these general conditions or done in pursuance to any agreement shall constitute Synpack and buyer as entering into a joint venture or partnership, or shall constitute either party the agent for or the distributor of the other party for any purpose or in any sense whatsoever.
- b. Buyer acknowledges and accepts that Synpack extends no warranty (either expressly or by implication) whatsoever to any of the goods supplied by Synpack. Buyer shall be fully responsible to any of its customers for the delivery, quality and performance of the goods which are purchased by buyer from Synpack and which are offered for sale to customers of buyer.
- c. When applicable, Synpack shall provide buyer with directions for use regarding the goods. Buyer agrees to instruct third parties in the safe and proper use of the goods, conforming the directions for use supplied by Synpack.

- d. Synpack is prepared to assist buyer in the event of claims by customers of buyer that the goods delivered contain defects. To this end Synpack operates a central customer complaint reporting unit, located in Eindhoven, the Netherlands, to which customers of buyer can directly submit their complaints concerning any of the goods supplied by Synpack. Synpack will use its best efforts to repair the reported defect in a way as she deems fit, and to replace defective goods as soon as possible, provided the defect is caused exclusively by Synpack or suppliers of Synpack.
- e. In no event shall Synpack be liable to any customers of buyer for any damages incurred by such customers by using any of the goods supplied by Synpack. Buyer undertakes to provide for adequate and sufficient insurance coverage for the benefit of its customers in the event of damages caused by the goods supplied by Synpack. Buyer shall indemnify Synpack against all claims of third parties (including customers of buyer) relating to damages caused by any of the goods supplied by Synpack and which are offered for sale by buyer.
- f. The buyer shall particularly indemnify Synpack against all claims of third parties relating to damages suffered as a result of improper or careless use of the goods supplied. The buyer warrants to Synpack that proper and careful information on the (handling of the) goods shall be made available by the buyer for the benefit of its customers and third parties.

18. Compensation

- a. Synpack shall be liable to compensate loss or damage that is due to its fault for a maximum amount of €5,000.= per occasion. In the event loss or damage exceeds the amount of €5,000.= per occasion, Synpack shall only be liable if such loss or damage is due to Synpack's gross negligence or wilful intent.
- b. Synpack shall never be obliged to compensate loss or damage other than to persons or goods.
- c. Synpack stipulates all the statutory and contractual defences that it can invoke to defend its own liability to the buyer, also for the benefit of its subordinates and the non-subordinates for whose conduct it would be liable in pursuance to the law.
- d. The provisions of this article and article 17 shall leave intact Synpack's third party liability in pursuance to provisions of coercive law.

19. Applicable law

These general conditions and also all legal relations between Synpack and the buyer shall be governed by Dutch law.

20. Conflicts

Conflicts between Synpack and the buyer that fall within the competence of the District Court shall be judged exclusively by the court of 's-Hertogenbosch, except if Synpack as plaintiff or petitioner chooses the competent court of the buyer's place of residence or establishment.

21. Conversion

If and in so far as on the strength of reason and fairness or unreasonably cumbersome nature any provision of these general conditions cannot be invoked, that provision shall be given the nearest possible meaning as far as contents and tenor are concerned to enable it to be invoked.

22. English text prevails

The English text of these general conditions of sale shall prevail over any translations thereof.