



General Sales Conditions of Van Deudekom Plastics B.V.

#### Clause 1 Definitions

In these general conditions:

1. Goods: means the goods/materials and/or services in the widest sense.
2. Supplier/seller" means Van Deudekom Plastics B.V., duly represented by its managing director.
3. Client/buyer" means the individual or legal person, with whom the supply of any goods and/or service has been agreed.
4. Offer" means any offer made by the supplier under which it agrees to supply any goods and/or services in a certain case or on a certain occasion.
5. Order" means the order for the supply of any goods and/or services.
6. The general conditions" means the general conditions of Van Deudekom Plastics B.V.

#### Clause 2 Scope

1. These general conditions shall govern all general presentations and offers made and all work performed or to be performed by or on behalf of the supplier save for any alterations which the supplier and the client shall agree in writing.
2. No reference by a client to its general conditions shall be accepted by the supplier.

#### General Presentations, Offers and Starting Date of Work

#### Clause 3

1. All general presentations and orders made by the supplier shall be non-committal.
2. Offers and general presentations shall be valid only for three months after the date of signing thereof, save as otherwise stated.
3. The agreement shall be deemed to have been entered into as soon as the acceptance of the offer shall have reached the supplier.
4. The supplier shall not start the work in execution of an order given until the written confirmation

sent or submitted by the supplier to the client shall have been signed for agreement by the client and been received by the supplier.

5. The provisions of the fourth subclause of this clause shall not apply to arrangements made by the supplier by telephone or otherwise.

#### Clause 4

1. Any changes in prices and rates set by the supplier, in consequence of statutory increases shall be charged to the clients.
2. No changes in rates may be made before the lapse of three months after the order shall have been signed for agreement.
3. Any changes, of any nature whatsoever, in the order accepted by the supplier shall require the approval of all the parties concerned. This approval shall, in principle, be laid down in writing, save for minor deviations orally agreed with the client.

#### Clause 5 Payment

1. The supplier shall, on the completion of the supply of goods and services, send the relevant invoices.
2. Payment of the amounts due by the client shall be made within 30 days after the invoice date.
3. If no payment shall have been made within the term set in subclause 2 of this clause, an interest of 1 per cent *per mensem* shall be due.
4. As soon as the supplier shall have placed a claim out of hands for collection, all (collecting) charges and expenses both in and out of court shall be chargeable to the client. The costs out of court are fixed at 15 per cent of the principal placed out of hands for collection, with a minimum of Dfl. 250.=.
5. Any non-fulfilment of his obligations to pay on the part of the client, or his bankruptcy, suspension of payments or winding up shall, by operation of law, make all the sums that for any reason whatsoever shall be due by the client to the supplier forthwith due and payable.

#### Clause 6 Claims

1. The client shall, within eight days from the receipt of the goods, bring any claim by registered letter to the knowledge of the supplier.
2. If the claim shall not have been lodged within eight days, the client shall be deemed to have accepted the goods and/or services delivered.
3. The checking of the quantity of the goods and/or services delivered shall lie with the client.
4. Where the goods shall have, wholly or in part, been processed, the goods shall be deemed to have been approved.
5. A claim shall not discharge the client from his obligation to pay for the goods supplied without reference to any set-off.

#### Clause 7 Time for delivery

1. The time for delivery agreed shall, for the supplier, be under reserve.
2. The client shall, three weeks before the time for delivery agreed at the latest, inform the supplier in writing (which information shall have reached the supplier) that delivery can actually take place (date of call for delivery), in default whereof the supplier shall not be obliged to proceed to delivery at the time for delivery agreed.
3. The client may until ten days before the date for delivery announced, be granted a delay of the

actual delivery. The supplier shall, on consultation with the client, set the new date for delivery, observing the term of notice referred to under 2, as the case may require.

4. If the price agreed shall, during the said delay, be increased, these costs may be passed on to the client. The supplier shall state this to the client in writing.  
The client may then dissolve the agreement, whereof the supplier shall be notified within fourteen days from the receipt of the written notice to the effect of the rise in price, if the client wishes to avail himself of such possibility to dissolve the agreement.
5. The supplier shall never be obliged to pay any compensation for any excess in time for delivery.

#### Clause 8 Guarantee by the Supplier

1. The supplier offers the client a guarantee for any faulty materials for the duration of one year save for causes within client's risk sphere.
2. The obligations under the guarantee shall not extend beyond repairing the defects at no cost.
3. Solely in case of wilfulness or gross negligence on the part of the supplier may the client in all reasonableness claim a compensation, to be determined with due observance of the price bracket of the order agreed.

#### Clause 9 Force Majeure on the Part of the Supplier

1. If, after the agreement shall have been concluded, unforeseen or unforeseeable circumstances shall present themselves, such as war, danger of war, riots, fire or other destructions, stagnation, wholly or in part of the transport system, illness of personnel, or scarcity of labour in general, failure in the execution, any breakdown in production in any form whatsoever, any subcontractors' not, not properly, or not timely fulfilling their obligations to the seller, any closing of the frontiers, any alteration of import duties and taxes, any levying of charges or other government measures unduly burdening the supplier's obligation to deliver, the client shall, after the supplier shall have notified him in writing of the force majeure, have the following options:  
-fulfilment of the agreement after the situation of force majeure shall have ended (subject, possibly, to a passing on of an interim increase in price under clause 7, subclause 4);  
-to declare the agreement dissolved without any reference to the court and without the client being entitled to any compensation.
2. If the supplier shall already have partially delivered, the client shall return such partial delivery or deliveries or pay part of the purchase price to the supplier.
3. The client shall within eight days from the notice of force majeure inform the supplier of his option, in default whereof the supplier may make a choice itself, of which choice it shall as soon as possible notify the client.

#### Clause 10 Retention of Ownership

Until the client shall have fully paid, the ownership of all the material supplied shall remain vested in the supplier.

#### Clause 11 Liability of the Supplier

1. Any liability of the supplier due to non-performance shall be limited to the invoice value of the goods.
2. Where a claim is founded, the supplier shall be obliged, in its option, to replace the goods complained of by similar goods at no cost or to discharge the client, wholly or in part, from

- paying the invoice value of the goods.
3. If, moreover, the client wishes to hold the supplier liable for any compensation for additional direct or indirect damage, of whatever nature and by whatever cause arisen, incurred by the client due to defects of the goods, such compensation may never exceed the invoice amount of the relevant delivery.
  4. The client shall keep the supplier harmless from any claims from third parties, unless the client shall prove that such claims are the direct effect of wilfulness or gross negligence of the supplier and/or its personnel.

#### Clause 12 Industrial Property

1. Any drawings, dies, moulds, stencil-plates, blocks, tools and products manufactured with the aid thereof shall remain the property of the supplier and may not be imitated save for the supplier's express consent in writing.
2. The client shall keep the supplier harmless from any claims from third parties under industrial property rights in respect of any manufacture and supply of a product which shall have been manufactured by the supplier according to the client's specifications.

#### Clause 13 Disputes

1. Any dispute arising between the parties (the client and the supplier) under the agreement to which these general conditions apply or under any agreements which may have ensued therefrom, shall be referred to the competent court at Amsterdam, save as the law shall otherwise provide.
2. All the offers and orders under these general conditions shall be governed by the law of the Netherlands. The version in Dutch of these general conditions will be binding.

The General Conditions were filed at the Chamber of Commerce at Amsterdam under No. 3480.