

TERMS

FROM: W. HANDELMAATSCHAPPIJ Geuken BV resident in Zoetermeer, the Netherlands.

Article 1 Definitions

Seller: Trading Company W. Geuken BV, the user of the general conditions, vendor;

Buyer: the party vendor, the customer, client;

Agreement: the agreement between seller and buyer.

Article 2 General

2.1 The provisions of these terms and conditions apply to all offers and agreements between seller and buyer when seller has declared these terms and conditions, if these parties have not expressly and in writing;

2.2 These terms and conditions also apply to all agreements with the vendor for the performance of which the seller of the services of third parties is used;

2.3 The applicability of general conditions of the buyer is expressly excluded, unless the parties agree otherwise in writing. If the general conditions of coexistence of the parties shall apply, in the event that provisions in terms of seller and buyer are contrary to the provisions in the seller's terms and conditions prevail;

2.4 If one or more provisions of these terms and conditions are invalid or void, the remaining provisions of these terms and conditions apply. Seller and buyer will be new provisions to replace the invalid or void provisions agree, with the purpose and intent of the original provisions are respected.

Article 3 Offers and Tenders / Awards

3.1 All offers, in whatever form, are free, unless the offer a deadline for acceptance;

3.2 The Seller's quotations are free, unless otherwise indicated. Seller is only bound by the offers if the acceptance by the buyer in writing within 14 days will be confirmed and provided that the goods offered in the tender are present or are available;

3.3 If an individual name or on behalf of another individual enters into an agreement, he says - by signing the contract - to be authorized. This person, in addition to the other individual liable for all obligations arising under the contract;

3.4 If the acceptance deviates from the offer given, the seller is not bound. The agreement is not with deviating acceptance, unless the seller indicates otherwise;

3.5 A compound quotation seller fails to deliver part of the offer or tender against a corresponding part of the quoted price;

3.6 Offers do not apply to reorders;

3.7 Agreements which the Seller is a party, are closed after the seller first as a written order from the buyer has accepted or actual delivery from the warehouse of goods sold by seller to buyer;

3.8 The prices in the offers / tenders valid for delivery from the warehouse, in Euro, excluding VAT, government taxes and excluding shipping and handling charges, unless expressly agreed otherwise;

3.9 Seller may pass on price increases, if between the time of offer / acceptance and delivery price changes of more than 10% have occurred with respect to such rates, wages, raw materials, intermediate products or packaging;

3.10 If more than one buyer with seller concludes agreements, in respect of all subsequent agreements will these terms and conditions, whether or not explicitly declared applicable.

Article 4 Delivery

4.1 Delivery is made ex warehouse of the Seller, unless the parties agree otherwise;

4.2 The buyer is obliged to take things at the moment when the seller delivers them to him or them delivered, or at the time when he under the agreement are made available;

4.3 If the buyer refuses or fails to provide information or instructions necessary for the delivery, the seller is entitled to the business to save the expense and risk of buyer;

4.4 If the goods are delivered the Seller shall have any delivery charge;

4.5 If the seller has given a deadline for delivery, it is indicative. A specified delivery time is never a deadline. Beyond a term, buyer seller written notice of default;

4.6 If the Seller requires information of copper in the framework of implementation of the agreement, the delivery shall commence after the buyer has made available to the seller;

4.7 Seller shall be entitled to deliver goods in installments. Seller is entitled to partial deliveries separately.

Article 5 Returns and Claims

5.1 Buyer is obliged supplied at the time (off) delivery, but in any case within 8 days after (ex) delivery (do). In addition, buyer must examine the quality and quantity of the delivered goods comply with what was agreed;

5.2 If the purchaser is shown a model, then the suspect only as an indication to be displayed without the item having to meet, unless expressly agreed that the item will match;

5.3 Any visible defects within 8 days after delivery vendor to be reported;

5.4 If, due to time gereclameerd the previous paragraph, buyer to accept and pay for the items purchased. If buyer wishes to return defect goods, he shall with the prior written consent of Seller in the manner specified by the vendor;

5.5 Purchaser must give the vendor to allow the complaint to (do).

Article 6 Payment

6.1 Payment must be made in cash on delivery ie within 30 days after the invoice date at a retailer to give way in Euros, without deduction or claim to any compensation, except for the charged credit limit. Payments made within 8 days after the invoice date are entitled to a discount of 2%. Objections to the amount of the invoices suspend the payment obligation;

6.2 Seller shall be entitled to charge in advance;

6.3 If the buyer fails to pay within the period of 30 days, the buyer is legally in default. Copper is also a default interest of 1% per month or part thereof, unless the statutory rate or the statutory commercial interest is higher, in which case the higher rate applies. The interest on the due amount will be calculated from the time the buyer is in default until the moment of payment of the full amount;

6.4 In the event of liquidation, (request for) bankruptcy, inclusion of copper to the statutory debt under the law on debt repayment, or seizure (provisional) suspension of payment of claims of the buyer seller buyer immediately due and payable;

6.5 Payments will first of all to reduce the costs, then deducting the interest and finally to reduce the principal and accrued interest.

Article 7 Collection Charges

7.1 If the buyer is in default or omission in the (early) to fulfill his obligations, all reasonable costs incurred to obtain payment out of court on behalf of buyer. The collection costs are calculated according to the collection rate by the Dutch Bar in collection cases, with a minimum of € 350.00;

7.2 If the seller has incurred higher costs, which were reasonably necessary, these will also be recoverable;

7.3 Any reasonable judicial and execution costs are also borne by buyer.

Article 8 Retention

8.1 All goods supplied by seller seller retains title until the buyer all obligations under agreements with the seller has fulfilled;

8.2 Buyer is not entitled under the title falling to pledge or otherwise encumber;

8.3 If third parties seize goods delivered under retention of title or rights to establish or exercise, the purchaser must seller as soon as practicable to notify;

8.4 Goods delivered by vendor, under the first paragraph of this article under the title, may only be part of normal business activities and must never be used as payment;

8.5 In the event that Seller in this article are designated to exercise property rights, give the buyer unconditional and irrevocable permission to the vendor or by third parties to identify all sites and locations where the property seller is located and doing business co to take back.

Article 9 Warranty

9.1 The Seller has delivered, meet the technical requirements and specifications set by the factory;

9.2 in the first paragraph of this Article shall guarantee is valid for one year after delivery;

9.3 This guarantee is limited to:

- And therefore does not workmanship defects and damage due to wear and misuse or improper use by the purchaser or third;
- Deliveries to customers in the Netherlands;

9.4 This warranty:

- In reselling the goods delivered, unless the parties have explicitly agreed;
- By injudicious or improper use by the purchaser or third or made changes, change or repair by the purchaser or the third or delivered;

9.5 If the user warranty is provided on a case brought by one third is produced, this warranty is limited to the guarantee given by such third person;

9.6 As long as buyer fails to meet its obligations under the agreements concluded by the parties meet, he can not rely on that warranty.

Article 10 Suspension and Dissolution

10.1 Seller has the power to fulfill its obligations to suspend or terminate the agreement if:

- Buyer of its obligations under the agreement, timely or complete manner;
- After the conclusion of the contract vendor becomes aware of circumstances good reason to fear that the buyer obligations, untimely or incomplete will comply. If good ground exists to fear that the buyer will only partially or not properly fulfill his obligations, suspension shall only be allowed if shortcoming justifies;
- Buyer at the conclusion of the agreement was requested to provide security for the fulfillment of its obligations under the agreement and surety or

insufficient. Once secured, void the power to suspend unless this payment has been unreasonably delayed;

10.2 Furthermore, the contract seller is authorized to (do) dissolve, if circumstances arise of such nature that fulfillment of the contract impossible or to standards of reasonableness and fairness can no longer be required, or if circumstances arise on the other side of such nature that the unaltered maintenance of the agreement can not reasonably be expected;

10.3 If the agreement is terminated, the claims from the seller to buyer immediately due and payable. If vendor fulfillment of the obligations, he retains his rights under the law and agreement;

10.4 Seller retains the right to claim damages.

Article 11 Cancellation

11.1 If the buyer after an agreement has been reached, wishes to cancel, 10% of order price (including VAT) as cancellation costs, notwithstanding the seller's right to full damages, including lost profits;

11.2 If the buyer refuses to cancel the seller already purchased items, such as objects and materials, whether worked or processed, the buyer will pay all resulting costs to the seller to comply;

11.3 Cancellation must be by registered letter.

Article 12 Liability

12.1 If the Seller delivered goods are defective, the liability of the seller against purchaser is limited to what the conditions under "Guarantee" in question;

12.2 If the seller is liable for direct damages, liability is limited to the amount of the insurer by the seller to provide payment, at least up to the invoice amount, at least that part of the agreement which the liability relates;

12.3 Seller is not liable for consequential damages, including consequential damages, lost profits, lost savings and damage due to business interruption;

12.4 Seller shall indemnify Buyer for claims by third parties concerning the goods sold;

12.5 The above limitations of liability for direct damages shall not apply if the damage is due to intent or gross negligence of Seller or its employees.

Article 13 Transfer of Risk

The risk of loss or damage to the goods being the subject of the agreement shall pass to buyer the moment said goods to the buyer legally and / or actually delivered and in the power of a buyer or buyer designated by be third.

Article 14 Force Majeure

14.1 The parties are not obliged to fulfill any obligations if they are hindered due to a circumstance that is not due to gross negligence or intent on the part of the party who relies on those facts, and neither under the law, a legal action or generally accepted their account;

14.2 Force majeure in these terms mean besides what's in the law and jurisprudence, all external causes, foreseen or unforeseen, that seller has no influence, but which vendor is unable to fulfill its obligations come. Strikes in the Seller and stagnation of supplies by suppliers including;

14.3 Seller has the right to invoke force majeure if the circumstance rendering (further) fulfillment occurs after the vendor had to honor its commitment;

14.4 The parties may, during the period of force majeure the obligations under the agreement. If this period lasts longer than two months, either party shall be entitled to terminate the agreement without any obligation to pay damages to the other party;

14.5 To the extent that vendor at the time of occurrence of force majeure has performed its obligations under the contract is fulfilled or will fulfill, and to fulfill or to be an independent value, the seller is entitled to the already performed or to be part separate bill. Buyer shall pay such invoice as if it were a separate agreement.

Article 15 Intellectual Property and Copyrights

15.1 Notwithstanding the other provisions hereof seller retains the rights and powers to which Seller is entitled under the Copyright and intellectual property;

15.2 All retailer documents, such as opinions, agreements, designs, brochures, etc., are intended solely for use by the purchaser and may not without prior consent of Seller be reproduced, sold, rented, disclosed, or known to third parties, unless the nature of the information dictates otherwise;

Article 16 Disputes

The judge in the place of Seller shall have exclusive jurisdiction to hear disputes. Nevertheless, the seller is entitled to submit the dispute to the competent court according to law.

Article 17 Applicable law

Any agreement between seller and buyer are governed by Dutch law. The Vienna Sales Convention is expressly excluded.

Article 18 Filing requirements

These conditions are filed with the Chamber of Commerce in The Hague under number 27040740.