

1.0 GENERAL

1.1 These conditions apply to all deliveries, sales, services and other legal relationships entered into or made by SIL Products BV, established in Mr EN van Kleffensstraat 6, 6842 CV Arnhem, The Netherlands, hereinafter referred to as "the Seller", to or with a third party, hereinafter referred to as "the Buyer".

1.2 The applicability of any general condition of the Buyer is explicitly rejected by the Seller.

1.3 Agreements in violation of or in addition to these conditions are valid if and only when confirmed by the Seller in writing and then only for the relevant transaction.

1.4 The Buyer is not a distributor, (business) agent or representative of the Seller, unless explicitly designated as such in writing. The Buyer will therefore in no way conduct himself or otherwise create the impression, neither towards others nor towards the Seller, as if he had been appointed as a distributor, (business) agent or representative of the Seller. However, should the Buyer be appointed as distributor (business) agent or representative of the Seller, he shall waive any claim for compensation in relation to the termination of the agreement at hand, unless the law mandatorily requires such a claim.

2.0 OFFER

2.1 An offer or quotation by the Seller is non-binding and is only considered as an invitation for the Buyer to put in an order. Each new quotation, overrules the previous quotation.

2.2 An agreement between the Buyer and the Seller is only finalized when the Seller accepts the order, placed by the Buyer, in writing or when the Seller issues the order, unless the Buyer can prove through other means that the Seller has accepted the order fully and unconditionally. The Seller has the right to not accept or only accept orders under the condition that the transfer or shipment is done COD or after prepayment.

2.3 The Buyer will refrain from approaching suppliers and potential suppliers, himself or through other (legal) entities, which have been introduced by the Seller in any way, without written consent from Seller. A written consent to communicate with Seller's suppliers does not include the right to ask for prices, negotiate or buy directly from suppliers and potential suppliers. Violation of this entitles the Seller to full compensation and an immediate claimable fine of 10% of the annual turn-over with a minimum of 50,000 euro's for each occurrence.

3.0 PRICES

3.1 The agreed prices are exclusive of sales tax, import duties, freight and packing costs, unless otherwise agreed in writing.

3.2 Any cost made due to postal mail, express mail or through courier service shall be charged to the Buyer.

3.3 The costs of shipping COD will always be charged to the Buyer.

3.4 If the Seller's suppliers raise prices, the Seller is entitled to raise the, to the buyer offered price, in the same rate.

4.0 DELIVERY / ISSUE OF ORDER

4.1 Unless otherwise agreed upon in writing, the Seller shall determine the method of shipment. The risk for the goods is transferred to the Buyer the moment the goods are delivered at the address indicated by the Buyer or as indicated by the Incoterms. Should the Buyer have requested a specific method of shipment, the risk for the goods is for the Buyer from the moment the goods are loaded for transport.

4.2 The indication of time of delivery is noncommittal and is done by approximation. The Seller is obliged to take the specified delivery times in consideration as much as possible, however he is in no way responsible for any delivery times exceeded. The indicated delivery times will never be regarded as deadlines, unless otherwise agreed upon in writing. Exceeding the delivery times, never obliges the Seller to compensate whatsoever nor gives the Buyer the right to terminate the agreement.

4.3 The Seller reserves the right to deliver the ordered goods in installments (partial shipments) and invoice likewise.

4.4 The Buyer is obliged to accept the goods upon delivery. Should the Buyer not accept the delivered goods, the goods will be stored at the account and risk of the Buyer. Should the Buyer, despite a reminder by the Seller, have failed to collect and pay the goods within 14 days, the Seller has the right to sell the goods to a third party and hold the original Buyer liable for any possible loss. The original Buyer is at all times obliged to compensate for the abovementioned cost of storage and (additional) shipping and administration costs made by the Seller.

5.0 OWNERSHIP RESTRICTION

5.1 The Seller holds the right of ownership for all goods delivered or to be delivered to the Buyer, until full payment by the Buyer of all goods concerned or activities performed or to be performed as have been agreed upon, as well as full compensation of the costs as a result of failing to comply with the agreements.

5.2 The goods delivered may be sold or used by the Buyer within his normal business, but cannot serve as security in any form (including pledges) of claims by third parties.

5.3 On first request of the Seller, the Buyer will establish a right of distraint on all claims on third parties due to delivery to these third parties of matters covered by the restriction of ownership as mentioned in 5.1, and to take up all necessary actions for that purpose. Any costs involved shall be paid by the Buyer.

6.0 PAYMENT

6.1 Unless otherwise agreed, payment must take place as confirmed in the order confirmation.

6.2 Buyer is entitled to no other settlement than empowered to him by law.

6.3 When exceeding the term of payment, the Buyer is in default without proof of default being necessary. Consequently, the interest due by the Buyer from the expiry date on is the implied interest increased by 3% per month or part of the month. In addition, the Seller has the right as of that moment to charge the Buyer for all possible extrajudicial and judicial (collection) costs. The latter is estimated at ten percent (10%) of the amount due with a minimum of € 100,00 excl. VAT. This notwithstanding the other claims of the Seller for compensation of costs and damages.

6.4 Payment by the Buyer within the prescribed period is net / net unless otherwise agreed upon with Seller.

6.5 Payments done by the Buyer first and foremost meet those claims that the Seller may have on the Buyer in respect to which the Seller has made no restriction of ownership; then all the interest and costs are paid and finally all outstanding invoices are settled that have been open the longest, this will be done even when the Buyer indicates that the payment is for a specific claim or invoice.

6.6 Should the Buyer exceed a period of payment, the Seller has the right to require pre-payments, cash payment or delivery COD for the next deliveries.

6.7 Checks, Postal Checks, Transfer Orders, and Subs or any other payment to the Seller in any form of paper, shall only be accepted by him as payment when the actual transfer of payment has taken place.

6.8 Should the Seller, for whatever reason, provide the Buyer with a postponement of payment the new term is definite and hold the character of a deadline.

7.0 (RE) CLAIM

7.1 Reclaims can only be done by the Buyer in relation to missing or non-delivered goods as well as for external observable defects or provided services. Reclaiming can only be done in writing. Such a written notice shall be received by the Seller within eight days after delivery of the goods to the Buyer and/or the day after the Buyer should have had the goods at his disposal. In case of missing or not

delivered goods, the Buyer should add a list of content to the abovementioned written notice. In case of external observable defects of the goods, the Seller has the choice between replacing the object concerned, repairing them or taking the goods back and crediting the Buyer. When exceeding aforementioned terms all right to reclaiming expire.

7.2 Returning goods is done at the expense and risk of the Buyer or accompanied by a delivery note from the dispatching agent of the Seller. The Seller will accept the returned goods only when he agreed in advance and in writing to receive the goods and only insofar the goods that have been delivered to the Buyer at the address as has been given by him, are returned in the original packaging and in the same condition as the Seller has delivered the goods to the Buyer. Return shipment should be well packed and with an accompanying letter, stating the complaints of the Seller as well as the invoice number and the debtor's number of the returned goods.

7.3 Reclaiming goods that are part of a partial shipment, does not influence preceding and following segment shipments that are part of the total order.

7.4 Minor, in trade common or technical unavoidable defects and differences in quality, color, measurement or finishing, cannot provide grounds for reclaiming.

7.5 After release of a shipment by any inspection body used by Buyer's company or Buyer's client be it third party or your own, neither Seller nor its suppliers will be liable for these products, unless there is an official report in writing available from a competent government body (eg Gewerbeaufsichtamt) to re-call these products and Seller has had the possibility to discuss freely and directly with this body about the report and is not able to change the conclusions in this report. If the conclusions are changed these conclusions are to be followed. Recalls will then not be accepted.

7.6 If during inspection defects are found, that can be reworked within the ETD, this is the only option. Refusal of batches without the option of rework is not accepted. Products are produced to the legal European requirements.

7.7 Any additional requirement (eg more than legal requirements to the products or suppliers) can only be accepted if these were clear before the order was confirmed and prices adjusted accordingly. Any additional requirements apart from existing European standards, alternative interpretations of standards and any other change of the normal state of the standards are not accepted unless confirmed by Seller in writing and clearly mentioned in the order confirmation.

7.8 Claims of the Buyer under this Article leave his payment obligations to the Seller intact.

7.9 Commercial claims from third parties that have been supplied with Sellers goods by Buyer cannot be forwarded to Seller.

8.0 NON ACCOUNTABLE DEFECT

8.1 Notwithstanding the statutory provisions, as non-accountable defect for the Seller are considered: Strike, fire, goods being lost while shipped, water damage, governmental measures, customs delays, natural disasters, delay during shipment abroad, war, mobilization, piracy, terrorist activities, transport obstruction, import obstruction, export obstruction, failure of suppliers and / or manufacturers, and any conditions that hampered the Seller in the ordinary course of his business.

8.2 In case of a non-accountable defect, the Seller has the right to postpone the implementation of the agreement for as long as the non-accountable defect continues, or to dissolve the agreement completely or partially without judicial intervention, without having to pay damages.

8.3 Should in case of exceeding the delivery period with more than one month, due to a defect for which the Seller cannot be held accountable, both the Buyer as well as the Seller wish to dissolve the agreement, neither the Buyer nor the Seller will ever be obliged to pay damages.

9.0 EXONERATION

9.1 The Seller is only liable for damage to or caused by the Seller to goods delivered or provided services to the Buyer or by failure in the implementation of the agreements as reached with the

Buyer, up to a maximum of the purchasing price of the relevant goods, unless done on purpose or due to gross negligence on part of the Seller.

9.2 The Buyer shall indemnify the Seller from all third party claims resulting from a defect in an order that has been delivered to the third party by the Buyer and which also held goods delivered by the Seller, except when the Buyer proves that damage was caused by those goods that have been supplied by the Seller.

9.3 Buyer shall be responsible for a full liability and recall insurance. Seller is not liable for any costs occurring that could have been covered by an insurance.

9.4 Return shipments are not accepted, unless the Seller has given prior written consent. The acceptance of the return shipments does not imply that the Seller agrees to the grounds of return shipment as have been indicated by the Buyer. The risk of goods returned remains with the Buyer until they are credited by the Seller. The Seller reserves the right to credit the Buyer for the return shipments after deducting 15% of the price of the goods returned, with a minimum of € 150.

10.0 BRANDS AND INTELLECTUAL PROPERTY

10.1 All rights of intellectual property, applicable to all goods that have been delivered to the Buyer on the basis of the agreement, as well as related matters such as design drawings, solely rest with the Seller or its licensors. The Seller does not warrant that trading of delivered goods by the Seller to the Buyer, does not lead to infringement of intellectual property rights of others. The Buyer only obtains the user rights and possesses the powers that have been explicitly stated by these conditions.

10.2 The Seller is not allowed to remove or modify any specifications concerning copyrights, trademarks, trade names or codes from / to the goods (including packaging) as delivered by the Seller to the Buyer.

10.3 The Buyer shall indemnify the Seller against third party claims in connection to or arising from goods delivered by the Seller to the Buyer and / or services provided, as far as these goods and / or services are respectively produced or provided on the basis of proposals, guidelines and / or conditions of the Buyer and claims related thereto.

11.0 RESCISSION

11.1 In case of (temporary) postponement of payments, bankruptcy, liquidation or cessation of the business of the Buyer, legal merger of the Buyer, or if a substantial part of the authority of the Buyer changes, all agreements with the Buyer shall automatically be dissolved unless the Seller notifies the Buyer within a reasonable time to comply with (part of) the agreement (s) at hand, in which case the Seller is entitled without notice to:

* Suspend the implementation of the agreement (s) until payment has sufficiently been secured; and / or

* Postpone all his possible obligations to the Buyer; without prejudice to the Seller's other rights based on whatever agreement with the Buyer and without liability to any claims for compensation.

11.2 If the Buyer does not adequately or within a prescribed period or otherwise timely comply with any obligation that might arise from any agreement, the Buyer is in default and the Seller shall be entitled without notice to:

* Suspend the implementation of the agreement (s) and related agreements until payment has sufficiently been secured; and / or

* Partly or completely dissolve the agreement and related agreements; without prejudice to the Seller's other rights based on whatever agreement with the Buyer and without liability to any claims for compensation.

11.3 Should an event as referred to in paragraph 1 or 2 occur, all claims from the Seller on the Buyer as well as the claims as referred to under the agreement (s) are demanded fully and immediately and the Seller is entitled to take back all goods delivered. In that case, the Seller and its agent (s) are entitled to enter the premises of the Buyer with the objective to obtain the goods.

11.4 The applicability of Article 6:278 Civil Code is explicitly excluded should the Seller dissolve any agreement with the Buyer or otherwise cancel the agreement as mentioned under Article 6:278 paragraph 2 Civil Code.

11.5 Should an event as referred to in paragraph 1 or 2 occur, Seller holds the right to contact Buyer's customer(s) and proceed with the deal direct. At this point Buyer will inform Seller about all conditions and prices between Buyer and his customer(s).

12.0 APPLICABLE LAW AND COMPETENT COURT

12.1 The law of The Netherlands applies to all agreements between the Seller and the Buyer to which these general conditions relate as well as all disputes that might arise there from, or that relate to them.

12.2 Disputes pertaining to these conditions or agreements, to which these conditions apply, shall be settled by a Dutch judge.

12.3 Should differences of interpretation arise from the translated versions, the English language version is applicable and binding.

13.0 PARTIAL INVALIDITY

13.1 Should any of the terms of these general conditions be void or declared invalid, the remaining terms will remain in full force and the Seller and the Buyer shall negotiate a new term to replace the void or invalid term, with the objective to comply with the purpose and intent of the void or invalid term.

14.0 FINAL ARTICLES

14.1 The Buyer guarantees the Seller that he will treat all information in his possession, related to or arising from any of the offer received by the Buyer from the Seller or agreements reached with Seller, confidentially and in secret. This obligation of confidentiality does not apply to the information belonging to the public domain without the intervention of the Buyer.

14.2 The Buyer shall refrain from employing any of the Seller's employees or business partners, or otherwise, directly or indirectly, have them work for himself during the term of the agreement with the Seller as well as one year after termination of the agreement.

14.3 The Buyer guarantees the Seller that all information provided by him to the Seller in relation to the delivered and / or to be delivered and / or to provided and / or to be provided services are accurate and complete.

14.4 Should the Seller have provided services and/or delivered goods at the request or with prior consent of the Buyer outside the content or scope of the agreement as agreed, these services and / or goods should be paid to the Seller complying with the usual rates of the Seller. However, the Seller is not obliged to comply with an abovementioned request of the Buyer and may require a separate agreement from the Buyer in writing.