

GENERAL TERMS AND CONDITIONS OF SALE OF POWER-PACKER EUROPA B.V., OLDENZAAL (NETHERLANDS) E-150/1

1. APPLICABILITY

- 1.1 All of our transactions shall be governed exclusively by these General Terms and Conditions.
- 1.2 The customer may invoke any deviating and/or additional clauses only if and insofar as we have expressly accepted such clauses in writing.
- 1.3 Applicability of customer's terms and conditions is hereby expressly rejected.
- 1.4 The customer with whom we have concluded any contract subject to the present General Terms and Conditions shall agree with the applicability of these General Terms and Conditions to all subsequent transactions concluded with us.

2. OFFERS/ORDERS

- 2.1 All of our offers shall be without engagement and shall not, in themselves, be binding.
- 2.2 Any order placed by customers shall not, in itself, be binding upon us. Any agreement between ourselves and the customer (hereinafter called the "Agreement") shall not be deemed to have been concluded until such time as we have confirmed the Agreement in writing. In the absence of such written confirmation, the Agreement shall be deemed to have been concluded at the time performance has commenced.
- 2.3 We shall at all times and in all circumstances be entitled to refuse orders from customers.
- 2.4 We shall be entitled to change any offers and orders, even if they have been acknowledged in writing and/or performance has been commenced, provided that such changes are made within a reasonable term prior to the date of delivery. Furthermore, we shall at all times be entitled with regard to all articles produced in series to deliver and invoice a quantity which deviates from the agreed quantity by plus or minus 5%.
- 2.5 The provisions set forth in any Agreement concluded between ourselves and a customer shall apply only to the relevant, specific transaction and the products to which the Agreement relates.

3. PRICE

- 3.1 All of our prices are based on delivery ex works and, thus, are exclusive of the costs of transport, insurance, handling, customs clearance and/or duties and taxes.
- 3.2 If the Agreement provides for delivery free domicile, the costs specified in our offer for transport, insurance, handling, customs clearance and/or duties and taxes shall be approximate and we shall be entitled to charge higher compensation for such costs after delivery, to be payable by the customer.
- 3.3 All of our prices shall be exclusive of packaging material. We shall have the right to charge packaging costs, to be payable by the customer in such an event. The costs of packaging shall be stated separately on the invoice.
- 3.4 All of our prices shall be based on the costs of material and the wages applicable at the time the Agreement is concluded. If the costs of material and/or wages are subsequently subject to any increase, we shall be entitled to increase the agreed prices, in which event the customer shall pay the prices thus increased. If the prices are increased in this manner within three months after conclusion of the Agreement, the customer shall be entitled to dissolve the Agreement in exchange for compensation of all direct costs incurred by us in connection with the Agreement.
- 3.5 All of our prices shall be expressed in Dutch guilders (NLG, Hll., Dfl.), unless expressly agreed otherwise. Any changes in the exchange rates and/or any devaluation or revaluation of any currency shall not give rise to changes in our prices, as expressed in Dutch guilders, and shall not provide a valid reason for the customer to dissolve the Agreement. Therefore, any cancellation of orders based on such changes shall not be accepted by us.

4. TIME OF DELIVERY, DELIVERY AND RECEIPT

- 4.1 Delivery shall be ex works, unless otherwise agreed. If and insofar as the goods to be delivered are dispatched by us, the costs and the risk involved shall be for the customer, unless otherwise agreed in writing.
- 4.2 The agreed time of delivery shall be approximate and shall commence on the date stated in our confirmation of the Agreement. Our delivery obligation may be postponed for the period of time during which the customer still has to comply with any obligation towards us. The term of delivery is also extended by the period of time in which the performance of the Agreement is delayed or rendered difficult due to circumstances beyond our control, including any delays in delivery on the part of one or more suppliers.
- 4.3 Any delay in the time of delivery for any reason whatsoever, though not attributable to us, shall not give the customer any right to claim direct or consequential damages, to dissolve the Agreement or to default on or postpone compliance with any obligation arising from the Agreement. However, upon expiration of the time of delivery, the customer shall be entitled to determine a new, reasonable term of delivery and, upon expiration of this new term, the customer shall have a right to dissolve the Agreement at no cost by giving notice in writing within 14 (fourteen) days upon expiration. Such a dissolution shall not impose any obligation on us to pay compensation.
- 4.4 Partial deliveries shall be permitted. At the time we offer goods for delivery, the customer shall be obliged to take full receipt of those goods. Any delay in deliveries due to the customer's refusal to fully or partially take receipt thereof for any reason whatsoever shall give us the right to charge the customer with the costs involved, and the customer shall then be obliged to pay these costs.

5. TRANSFER OF RISK AND TITLE

- 5.1 The risk attached to the goods shall pass to the customer at the time of delivery.
- 5.2 Title to the goods is vested in us and shall only pass to the customer after the latter has fully paid the agreed purchase price of the goods (inclusive of interest and costs, also comprising any additional costs we may charge). The customer shall not be entitled to sell the goods subject to a retention of title or to encumber such goods with any restrictive rights in rem, unless the customer does so within the ordinary conduct of its business.
- 5.3 The customer shall be obliged to provide us with an equitable lien if and as soon we submit a request to that effect. Such a lien shall be created on all goods delivered by us for which the customer has already paid the purchase price, as security for satisfaction by the customer of any outstanding amounts and any amounts payable upon pending transactions, all of this without prejudice to the customer's right to resell these goods and deliver them to his customers within the ordinary conduct of his business. The customer shall be obliged to cooperate in creating and registering such an equitable lien and shall be deemed to have approved thereof.
- 5.4 If and as soon as the customer has, within the normal conduct of its business, resold and delivered to his own customers the goods pledged under Article 5.3 of these General Terms and Conditions, the equitable lien which has been created on the relevant goods for our benefit shall be cancelled.
- 5.5 The customer shall be obliged to keep and/or make identifiable the goods which are subject to a retention of title and/or an equitable lien in our behalf and to keep them separate from each other and any other goods in the possession of the customer.

6. PACKAGING

Packaging materials, including boxes, pallets, barrels, etc., shall be returned to us free of charge upon our first demand. They shall be credited only if it has been expressly agreed that a deposit is levied on them. Without our request and/or approval, packaging materials shall not be returned and will not be credited in any manner.

7. WARRANTY AND LIABILITY

- 7.1 We hereby warrant the soundness of our products for 180 (one hundred and eighty) days after the date of dispatch from our factory or, if expressly specified in our order acknowledgement, for a deviating period. Upon expiration of the warranty period, all liability for damage resulting from any defects in the delivered goods shall be excluded.
- 7.2 The warranty defined in Article 7.1 shall not apply to any defects in the goods caused by normal wear and tear, abuse, damage in any form whatsoever or the use of wrong oil and/or spare parts, nor shall the warranty apply to any defects in products which have been disassembled or changed.
- 7.3 Any liability for consequential loss, personal injury, death or any other consequential damage shall at all times be excluded, even during the warranty period defined in Article 7.1.
- 7.4 Compensation for any defects for which we can be held responsible shall never exceed the net invoice price of the relevant goods.
- 7.5 All claims against us shall lapse after one year of the time they arose.
- 7.6 Any defence which we may derive from our Agreement with the customer in order to defend ourselves against liability may also be invoked towards the customer by our employees and any other party which represents our interests, all of this as if they were a party to the said Agreement themselves.
- 7.7 Non-compliance with one or more of the provisions set forth in these General Terms and Conditions shall oblige the customer to compensate any and all damage that we may suffer from such non-compliance, including any damage to our good name and reputation. The customer shall indemnify us against any claims from third parties for compensation of any damage they have suffered as a result of or otherwise in relation to the customer's non-compliance with such provisions.

- 7.8 We may oblige the customer to fully take off the market (recall action), within a reasonable term to be determined by us, any goods that we have delivered and that the customer has marketed, if a defect attaches to the goods or if such a defect threatens to become manifest. All costs and damage ensuing from such a recall shall be charged to the customer, unless we can be reasonably held responsible for the cause of the defect in the goods.

8. INSPECTION

- 8.1 If it is agreed that the goods to be delivered will be inspected at our factory by the customer, such inspection shall take place within 8 (eight) days after the customer has been notified by us in writing that the goods are ready for inspection. If no inspection has taken place within those 8 (eight) days, the goods shall be deemed approved and the customer shall be deemed to have acknowledged their soundness, so that any right which the customer may have to invoke defects in the relevant goods shall be irrevocably cancelled at that time.
- 8.2 If the goods are approved, the customer shall be deemed to have acknowledged the soundness of the goods and any right to invoke in court or otherwise a defect in those goods shall be irrevocably cancelled.

9. COMPLAINT

- 9.1 With regard to any defects in the goods, the customer must lodge a written complaint no later than 10 (ten) days of delivery, or - if such defects are not perceptible outwardly - within 10 (ten) days after they become manifest. In the absence of such a complaint, any claim the customer may have shall be invalid.
- 9.2 If, in our opinion, the complaint about the goods is justified, they shall, at our own choice and discretion, be either replaced or repaired. If we opt for replacement, the relevant goods shall, on our first demand, be returned to us free of charge.
- 9.3 Any goods returned without our demand or consent shall not be replaced or repaired and shall be sent back to the customer at the customer's expense.

10. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

- 10.1 All designs, sketches, drawings, reports or other documents we have made available to the customer along with an offer, separately therefrom or in any other manner, which may be subject to any intellectual or industrial property right or which may be treated as such, as well as the related intellectual and industrial property rights, shall remain our property and shall be vested exclusively in us and shall be returned to us on our first demand. The same applies to prototypes, samples and models which have not been invoiced to the customer or for which he has not paid.
- 10.2 The customer shall not be allowed to use the documents, prototypes, samples and models referred to in Article 10.1 for any purpose other than that agreed upon, nor shall the customer provide them to third parties for inspection or reproduce them in whole or in part.
- 10.3 Prototypes, models, auxiliary tools and/or samples invoiced to the customer may not be returned to us in exchange for a credit.

11. PAYMENT AND SECURITY

- 11.1 Unless otherwise agreed in writing, our invoices must be paid in cash within the period stated on the invoice and into the bank account we have stated for that purpose on the invoice. If the invoice does not contain the name of a bank, all payments shall be credited exclusively to ABN-AMRO Bank in Oldenzaal.
- 11.2 We shall at all times be entitled to demand advance payment of the goods to be delivered or to send them exclusively C.O.D. and/or to require other security for payment. The customer shall be obliged to meet such a demand.
- 11.3 If the customer fails to pay any due amount in accordance with the foregoing, it shall be deemed to be in default by operation of law, without any notice of default being required. In such an event, all of our claims shall become payable immediately and, from the moment of default, the customer shall be obliged to pay interest on the amount of the claims. Such interest shall correspond to the discount rate for promissory notes as applied at the relevant time by De Nederlandsche Bank N.V., increased by 2% per year. This interest obligation shall also extend to any interest due for a period exceeding one year.
- 11.4 All extra-judicial costs related to the collection of any claim against the customer, including any bill and protest charges and legal aid fees, shall be charged to the customer. The extra-judicial costs shall be deemed to amount to no less than 15% of the amount to be collected, without prejudice to our right to claim a higher amount if the actual collection costs exceed 15% of the amount claimed.
- 11.5 Any payment shall be deemed to be a payment for the oldest invoice which is outstanding, irrespective of any other designation stated expressly or implicitly with regard to such payment.
- 11.6 The customer shall not be allowed to set off any debt to us against any debt, whether or not contested, which we may have to the customer.

12. FORCE MAJEURE

- 12.1 Force majeure shall be assumed if the performance of the Agreement is fully or partially, permanently or temporarily thwarted due to circumstances beyond the parties' intention and/or circumstances from our side, such as war, civil war, danger of war, strikes or walkouts, insurrection, fire, water damage, heavy snowfall or any other force of nature, effects on machinery interfering seriously with the production, interruptions in energy and/or component supplies, either internally or at one or more of our suppliers.
- 12.2 In the event of force majeure, the obligations of the parties shall be deferred. If such an event of force majeure exceeds a period of 30 (thirty) days, either party shall be entitled to unilaterally dissolve the Agreement, insofar as it has not been performed, without being obliged to pay any compensation to the other party.

13. DISSOLUTION

- 13.1 If and as soon as the customer fails to perform one or more of its obligations, or fails to perform them in a timely or proper fashion, or if the customer is declared bankrupt, applies for a suspension of payment, liquidates its business or otherwise ceases the conduct of its business, or if part of its assets is attached or if the customer proves to be insolvent in any other manner, we shall be entitled to dissolve the Agreement without court intervention and to claim compensation of costs, damage and interest, as well as full payment of any outstanding invoices.
- 13.2 We shall be entitled to dissolve the Agreement with the customer in full or in part, if the agreement with our supplier or principal is dissolved for any reason or if such agreement is not performed by us or our supplier for any other reason. In such an event, we shall only be obliged to reimburse or credit the selling price invoiced by us, subject to an obligation for the customer to return the goods delivered.
- 13.3 The option of dissolving the Agreement between ourselves and the customer on the grounds of Article 6:265 of the Dutch New Civil Code shall be excluded.

14. DISPUTES AND APPLICABLE LAW

- 14.1 All contracts existing between ourselves and the customer shall be governed by Dutch law. Any disputes arising between ourselves and the customer shall be submitted by us to a Dutch Court or to the Dutch Cantonal Court of our choice, provided that the relevant court is competent to hear the case under the applicable rules of Dutch law governing subject-matter jurisdiction.
- 14.2 Applicability of the Uniform Sales Laws is expressly prohibited.
- 14.3 If the Dutch text or the interpretation of these General Terms and Conditions deviates from the text or interpretation of the English, German and/or French translation(s), the Dutch text shall be binding.

These General Terms and Conditions were filed with the Chamber of Commerce for Twente and Salland in Enschede on December 24, 1992, under No. 60890.