

1. General

Only the underneath General Sales Conditions apply to all offers, orders and deliveries. Alterations of these terms, or supplements made to them as well as oral arrangements only become binding for Develing after a written confirmation by Develing. The general terms of sale of the Buyer are explicitly excluded, unless agreed otherwise in writing. Orders only become binding after a written confirmation by Develing, whereby "written" is also meant the use of printed, scanned or facsimiled signing when the Buyer accepts these General Terms.

2. Offers

All offers are made free of engagement by Develing, unless otherwise explicitly indicated. The price stated in the offer is based on the prices, rates, wages, taxes and other cost price factors at the time of the offer. In the event of an increase in these factors, Develing is authorized to pass this on to the originally offered price, even if an agreement was already made. In such a case, the Buyer has the right to cancel the agreement. The stated delivery times are without obligations and they never apply as a deadline. An agreement is established if the Buyer accepts the offer made by Develing. All responsibilities by Develing with regards to the preliminary phase are excluded.

3. Delivery

As soon as the goods have left the company or warehouse of Develing – or in case of untimely collection – have been made available for dispatch to the Buyer, all risks including the transport risks are transferred to the Buyer. In case of exceeding of the delivery time, the Buyer will lay down, in writing, a reasonable term in which the delivery can still take place. Claims on damages because of late delivery are limited to the net invoice value of the goods that were not delivered on time, except in the case

of intent or conscious recklessness on the part of Develing or their managers. Force majeure, lack of raw material, strikes, unforeseen difficulties in the company or during shipping, as well as other hindrances for which Develing cannot be held accountable, release Develing from their obligation to deliver for the time period during which these circumstances and the consequences thereof occur. If the agreed term is exceeded by more than two months, the Buyer and Develing are authorized to annul the agreement, for as far as it has not yet been executed.

If the economic life in the country of the Buyer is seriously disrupted as a result of war, civil war or similar events, Develing is authorized to annul the agreement, for as far as it has not yet been executed. Resale of the delivered goods using markup and packaging material made available by the Buyer, is only permitted after prior permission from Develing.

4. Payment

In addition to the agreed price, the Buyer is obliged to pay the legally stipulated sales tax or VAT. The instalment dates are strictly time limited; the Buyer is in legal default if these instalment dates are exceeded. If no instalment date was agreed upon, the day of delivery counts as the date of payment. In case the Buyer pays too late, the Buyer owes – without prejudice to Develing's other rights – an interest of at least 1% per month, as well as the reasonable costs for acquiring extrajudicial settlement to be established in accordance with the recommendations by the Preliminary Work Committee. As soon as the Buyer is in default, Develing is authorized to annul the Agreement. If delivery takes place in instalments, Develing is also authorized to demand payment in advance for goods that still have to be delivered. The retaining or settling of claimable amounts by the Buyer is only possible

on the basis of claims laid down in legal verdicts, or in the case of claims of the Buyer that are recognized in writing by Develing. Costs related to the Agreement that have arisen in the country of Develing, including levies and taxes, and that were not known at the time of closing the Agreement, will be at the expense of the Buyer.

If the agreed upon currency is not the currency of the country of Develing, and if the exchange rate of this currency which applies in the country of the Seller deviates more than 3% from the rate that applied at the date on which the Agreement was closed, this will be passed on to the purchase price. In that case, Develing and the Buyer are entitled to annul that part of the Agreement for which no deliveries have yet taken place.

5. Reservation of title

Goods delivered by Develing remain the property of Develing until the moment of settlement in full of all that which Develing demands from the Buyer on the basis of the delivery of goods, including a possibly outstanding current account balance. In that case, the Buyer is not authorized to pawn or mortgage the goods.

If the Buyer, in spite of the claimability of the demand, does not pay within a reasonable period of respite, or in case of imminent insolvency of the Buyer, at the request of Develing, the Buyer will make the goods to which the reservation of title applies, available, available to Develing. The taking back of goods for which a reservation of title applies, does not mean that the Agreement is dissolved by Develing.

At the request of the Buyer, Develing will refund one or several securities to be selected by Develing, if the value of the provided securities exceeds the claims by more than 10%.

The Buyer is obliged to insure the goods to which the reservation of title applies, according to the requirement of good business sense, and at the request of Develing, the Buyers should indicate that such an

insurance has been taken out. The Buyer already transfers the rights that result from such an insurance now and henceforth, as a security to Develing.

At the request of the Seller, the Buyer is obliged to cooperate in measures which serve to guarantee the rights of the Seller.

6. INCOTERMS

The INCOTERMS of the International Chamber of Commerce apply to all common terms in the business used by Develing, such as "FOB" or "CIF", as they can be heard and read on the date on which the Agreement is closed.

7. Complaints

Complaints should be submitted in writing and at the latest thirty days after receipt of the goods - and in case of defects that cannot be observed on the outside, immediately after discovery – stating the invoice and packaging unit or container. For as long as Develing has not accepted the complaint in writing, the liabilities of the buyers remain intact. In case of substantiated complaints submitted in accordance with this provision, Develing will offer a reasonable reduction of the purchase price and/or, at the choice of Develing, replacement of the goods to which the complaint is related. If the Buyer wants to process the goods in any way, or resell them in spite of the apparent defects, all rights of the Buyer with respect to the matter expire.

8. Liability

Claims of the Buyers arising from non-compliance with the contractual obligations, as well as claims arising from any unlawful act, are excluded, unless Develing or its employees have acted in a deliberate or consciously reckless way. Claims of the Buyers arising from a guarantee of certain characteristics of the goods are excluded, unless the guarantee has been made in writing,

or if the purpose was to prevent the actual damage. In any case, the liability is limited to the amount of the invoice of the delivery to which the liability relates to.

9. Brands

In the event where goods are sold under a brand name, this brand may not be used for products manufactured with these goods, without prior permission from Develing.

10. Other provisions

Dutch law applies to this agreement. The place of delivery and the place of payment are the statutory place of business of Develing. Disputes arising from the agreement will exclusively be dealt with by the competent court in the District where Develing is domiciled. However, Develing is authorized to take legal action through any legal body in the statutory place of business of the Buyer.

The mere fact that (parts of) provisions or components of these conditions are, or, become non-binding, does not damage the binding character of the other (parts of) provisions or components.