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I Applicability of the general terms and conditions:

Article 1 :

These terms and conditions shall apply to all offers and agreements concerning the sale and delivery of goods and concerning the execution of activities contracted by Greijn Form Technics with the explicit exclusion of the applicability of any general terms and conditions of the other party.

II Offers:

Article 2:

Offers, in whatever form, shall be without any commitment, until the resulting order has become binding in the way described in article 7.

Article 3:

We are not liable for any damages caused by inaccuracies in advice given by us and in data with regard to products to be delivered, except in case of gross fault and wilfulness.

Article 4:

All drawings, sketches, diagrams, samples, models, etc. made by us within the framework of the order are and will remain our property even after total completion of the agreement. The drawings etc. may not be duplicated entirely or partly nor shown or made available to third parties for whatever purpose, without our written consent. The principal shall be liable towards us for any damages resulting from the fact that third parties have access to the drawings etc. The drawings etc. shall be returned to us immediately at our first request.

Article 5:

We are not responsible for inaccuracies in data, drawings etc. or advice supplied to us by or on behalf of the principal for use in the execution of the agreement. We shall not be obliged to test the data or documents received from the principal or through him from third parties, and shall rely on the accuracy of these data or documents. Our principal shall safeguard us with respect to the above from

any claims from third parties resulting from inaccuracies referred to.

Article 6:

All prices are quoted ex warehouse / factory, and include packing, but exclude VAT, unless otherwise agreed. After leaving the warehouse / factory, the goods shall be transported for account and risk of our principal, who shall insure himself sufficiently with respect to this risk. We shall be free in the choice of proper means of packing and transport. The packing materials of our products meant for repeated use shall remain our property. The purchaser shall keep these packing materials at our disposal. The purchaser shall be liable for damage or loss. If after the acceptance of an order circumstances should arise which affect the cost price, such as cost of freight, import and export duties, cost of storage, guarding, clearing, taxation or other levies, these price changes shall be charged to our principal, as well as the consequences of changes in rates of exchange, unless explicitly agreed otherwise. We shall reserve the right, without further notice, to charge the actual prices in force at the time of delivery, irrespective of prior confirmation, for goods to be delivered at buyer's call and for goods which are not or only partly in stock upon receipt of the order and which we book for delivery as soon as possible.

III Order / Instructions and other arrangements:

Article 7:

An order / instruction shall be binding to us only in as far as it has been accepted unconditionally by us in writing. The above also holds good for any further agreements and to any amendments in existing agreements.

Article 8:

If after the acceptance of an order circumstances should arise which affect the cost price, such as changes in prices of raw materials or of the goods to be delivered, wages, rates of exchange, import duties, etc., we shall reserve the right to pass on these price changes to our principal. The principal shall be accordingly informed.

Article 9:

If after acceptance of the order changes are made by our principal, with which we cannot agree, or if the order is cancelled wholly or partly, all costs already incurred as well as our loss of profit and losses resulting from idle plant time shall be for account of our principal. In case of cancellation by our principal, he shall be bound to compensate all costs already incurred by us, as well as our loss of profit and losses resulting from idle plant time. Cancellation shall only be possible after written consent from us. Should there be reasonable doubts as to the principal's financial position, we shall be entitled to have the principal provide security for the payment of our costs incurred and yet to be incurred, by means of the issue of a bank guarantee to us or by payment of the agreed, ultimately payable amount. We shall be entitled to suspend execution of the order until this security has been received. If within 3 months after the request to provide security this has not been complied with, our principal shall be in default without any notice of default being necessary and the agreement can be broken by us without any judicial intervention. The principal shall be liable for all costs, damages and loss of profit resulting from the order and its premature termination.

Article 10:

We are free to engage third parties for the execution of this order .

IV Stipulations concerning the product:**Article 11 :**

We are considered to have complied with our obligations concerning the quantity of products to be supplied, even if the amount delivered should be 10% higher or lower than the quantity ordered.

Article 12:

Any components to be made available to us by, or on behalf of, our principal for incorporation in any way into the product that is to be manufactured by us, shall be delivered to us in the amounts required plus an excess of 10%, on time and free of any charges, to our plant. The principal shall be liable for the components or other goods thus made available to us and for their proper functioning. We will assume without any examination that these components etc. can be readily incorporated or processed into the product that we have been ordered to manufacture, unless different arrangements have been agreed upon in writing. If such components as mentioned above are delivered late or are not capable of being used, which should result in idle production time, the principal shall be

liable for all damages resulting from this idle plant time.

Article 13:

We shall take the product into production only after the first-off samples made available by us have been approved by the principal and he has either notified us to that effect in writing, or we have confirmed his approval in writing.

V Guarantees:**Article 14:**

With reference to what has been stipulated elsewhere in these terms and conditions, we guarantee the soundness of the products delivered by us and the quality of the material used and/or built for these according to the specification which has been defined in advance. In case of delivery, within the framework of trade, of complete products manufactured by third parties, we only guarantee that the goods delivered comply with the specification and materials as agreed between parties. We shall repair any defects in moulds and products manufactured through these moulds if the principal proves that they have arisen within four months, from the day of transport, either exclusively or for the greater part as a consequence of inaccuracy in the construction designed by us or as a result of poor finishing or use of poor materials. We are not bound to pay any compensation for damage, whether direct or indirect, suffered by our principal or by any third party.

We shall then not be held responsible for further claims for failure to deliver, or not delivering in time, nor for any compensation. As for the use of the moulds produced by us in our plant, there is either a two-year guarantee period, or the explicitly agreed number of plastics products to be manufactured. The guarantee given by us does not apply: a: to defects resulting from faults in materials and/or parts made available by the principal or ordered by him; b: to defects resulting from injudicious use or neglect on the part of the principal or his personnel; c: to defects due to normal wear and tear, inexpert treatment, overloading or the use of unsuitable means and corrosive chemicals; d: if moulds are changed, when executed by third parties without our order .

VI Moulds:**Article 15:**

If the manufacture of a mould, die, auxiliary tool, etc. is entrusted to us, we shall only begin manufacturing same after the principal has paid us the compensation in production costs agreed upon. Similarly, we shall only start

making changes, improvements or repairs to moulds etc. after the (estimated, if necessary) costs for them have been paid. If a price for these operations has not been explicitly agreed upon, the principal shall pay us, upon our first request, an advance to cover the costs, the amount of which shall be established by us.

Article 16:

Moulds etc. manufactured by us or manufactured wholly or partly on our instructions and for which our principal has paid the costs agreed upon, shall become the principals property the moment they are taken into service by us for the manufacture of the product. These moulds etc, however, will be stored by us if they are not used in the production process and need not be returned to the principal -at his written request -any sooner than after expiration of two years following delivery and/or payment of the last order the principal placed with us of products manufactured using these moulds etc. The principal is bound to collect the moulds etc. within three years after delivery of the last order. If this has not been done on time, we shall fix a time, in writing, within which the items concerned can still be collected. Should the principal not react on time, the moulds etc. concerned may be destroyed by us without our being bound to pay the principal any compensation. The principal shall be bound to pay any costs made by us for destruction.

Article 17:

In case our principal supplies the mould etc. they shall be returned at his request, however only, after all our claims, from whatever cause, have been satisfied.

Article 18:

We shall not be liable for loss of or damage to moulds etc. except in case of wilfulness or gross fault on our part. We shall not be liable for the wilfulness or gross fault of subordinates or sub-contractors. Should we be liable, the moulds etc. shall either be repaired or replaced, at our discretion. We shall not assume any further obligation or make any compensation payment. We shall not be obliged to insure any moulds etc. in our care against damages resulting from whatever cause.

Article 19:

Insofar as our quotation or confirmation of order specifies the number of shots or products for which a mould etc. can normally be used, this mould etc. will be deemed no longer suitable for further production after this number of shots, or after production of this number of products. In the absence of such a specification in the quotation or confirmation of order, we shall notify the

principal as soon as we have ascertained that a mould etc. is no longer suitable for proper production. In this case, we shall also inform him of the costs for repair or replacement. In assessing proper production, we shall also consider technological advances and adaption of the plant to this, both with respect to volume and labour intensity. As long as a mould etc. in conformity with the above standards, is still suitable for production and is in our care, its costs of maintenance shall be at our cost during a period of two years after its first use, if regular follow-up orders are placed of the products to be manufactured from it. Moulds etc. which, in conformity with the above standards, are no longer suitable for production, need not be returned by us and we shall be free to destroy them without being obliged to pay any compensation to the principal.

VII Delivery:

Article 20:

Delivery times are stated only approximately and form no deadline. We are not liable for the consequences should the time of delivery stated be exceeded. Exceeding the time of delivery by whatever cause shall not entitle the principal to receive compensation, nor shall it be held responsible for failing to meet any obligation attached to him in this case. Dissolution by the principal is possible under the conditions for cancellation, as laid down in article 9. We shall be entitled to deliver an order wholly or consecutively in parts. In the latter case we are free to invoice our principal for each separate delivery and to demand payment for it. If and insofar as a partial shipment is not paid for by the principal and/or the principal does not comply with other obligations resulting from the said agreement or former agreements, we shall not be obliged to deliver a next partial shipment and we shall be entitled to dissolve the agreement for the part which has not yet been completed, without any judicial intervention and without any notice of default of the principal and we shall keep our right to compensation and except the principal from any right to compensation or otherwise.

VIII Reservation of ownership and risk:

Article 21 :

We shall maintain ownership of goods delivered to the principal, even after delivery, wherever these goods may be. The principal shall be deemed to keep these goods for us, as long as the principal has not fully complied with his obligations to pay us, resulting from whatever agreement. The buyer has the

right to resell or process the products bought from us, provided this takes place within the framework of the usual conduct of his business. As long as full payment has not taken place, the goods may not in any way be used as a security for debts to any third party. In case of non-payment of any climbable sum of money, or in case the principal fails to meet an obligation within any agreement relating to the execution of work or sales of goods with us, and in case of petition for suspension of payment in case of bankruptcy or liquidation of the principal, we shall have the right to annul the agreement or the part of it that has not yet been completed, as well as any other existing agreements we may have with the principal, immediately and without any judicial interference, by means of a registered letter sent to our principal. The principal, in advance, declares that he shall agree with this annulment, in which case the buyer already now allows us to enter his sites and premises and we shall have the right to repossess the goods that have not yet been paid for without prejudice to our right to claim compensation for damages, cost, interest and 1055 of profit which may have resulted from this. In the above cases any claim that we may have on the principal shall be claimable completely and directly. The principal shall be obliged to inform us immediately of the fact that any third parties lay claims to goods of which we claim the ownership, by virtue of this article.

IX Force majeure:

Article 22:

If we face a situation of force majeure, as in cases of disturbances in the company, or in the supply of products, components, materials or additives, and in circumstances making delivery unreasonable onerous and/or disproportionate difficult for us, we shall be entitled either to suspend delivery during a reasonable term to be established by us, or -after expiration of the said reasonable term or immediately -to dissolve the agreement, without a judicial interference, by means of a written reasoned statement, to that effect that the principal cannot make any claim to compensation for damages suffered or to be suffered because of it. If then we partly execute an order, the principal shall be liable to us for our costs and/or a proportional part of the total price. We are not liable for any direct or indirect damages, by whatever name it may be called, to the principal or third parties because of suspension or cancellation as a result of above mentioned cases of force majeure.

X Rights of industrial property:

Article 23:

In case articles are manufactured by us in accordance with drawings, samples, models or other instructions in the widest sense of the word, received by us from our principal or through him from third parties, the principal shall guarantee that the manufacture and/or delivery of those articles does not infringe any rights of patent, brand or application, trade models or any other right of a third party, and our principal shall safeguard us from any ensuing liabilities. If a third party should raise objections to the manufacture and/or delivery on the basis of any alleged right, we are certainly and exclusively for this reason entitled to stop the manufacture and/or delivery immediately, and to claim compensation from our principal for costs already incurred, without prejudice to our claims for any further compensation, and we shall not have any obligation to any compensation towards our principal. We are obliged to inform our principal forthwith if third parties should raise objections to the manufacture and/or delivery of goods destined for him. The intellectual property of any documents, drawings, samples, models or other goods produced by us, shall remain ours, also after delivery to the principal. The principal shall be liable for any damage resulting from infringement of our rights of intellectual property, committed by means of goods delivered to him by us. The principal is obliged to notify us immediately, as soon as any infringement of our rights is known to him.

XI Claims and complaints:

Article 24:

The principal is obliged to verify on receipt of the goods if the quantity of the products delivered is correct. Complaints about the quantity delivered must reach us immediately after which the principal reasonably could have checked the quantity, but at least within 5 working days from time of delivery. In default of timely complaints the quantity as stated in the consignment note or some such similar document is deemed to have been accepted as correct by the principal. All complaints concerning any possible improper execution of orders, or concerning the quality of the delivered products, must be lodged by registered letter within eight days after delivery. In case of defects in the sense of article 14, the principal must notify us by registered letter within 48 hours after he thinks he has established a defect. After these fixed times, the principal is considered to have accepted the delivered goods completely. We shall not be obliged to entertain claims or complaints received

after the above times. If a claim has been submitted in time and after it has been established that the goods are defective, we shall in our option, either make the necessary repairs or repeat the delivery wholly or partly, without any cost to the principal. In case of delivery, within the framework of trade, of complete products manufactured by third parties, we shall in our option, either repeat the delivery wholly or partly, without any cost to the principal, or we shall take the goods back and credit the principal. We shall not be liable for any further compensation, particularly not for compensation of damage. We shall not be liable for all costs, damages and interest that might arise for the principal or for third parties as a direct or indirect result of actions or acts of negligence of our employees or of defects of goods that have been delivered to the principal by us. Our only commitment shall be to make delivery in accordance with the specifications agreed upon when the order was placed. We shall not assume any responsibility for non-functioning of products delivered by us for purposes meant by the principal or any other different purposes, deviating from the specifications. No claims shall be entertained if the principal is in default in any way with respect to any obligation towards us, arising from any agreement. The principal shall safeguard us from any claims for the compensation of any damage, from third parties, which may result from this agreement.

XII Payment:

Article 25:

Payment shall be made within 30 days from the invoice date. Should this term be exceeded, the buyer shall be in default in justice by the mere termination of the said term of payment, without any declaration to that effect. In such cases, the execution of all orders accepted for the principal shall be suspended until complete payment has either actually taken place or will be made during a term to be established by us. Should this term be exceeded, we shall be entitled not to execute the orders in question and to claim compensation. If the invoice has not been paid by the due date, an interest of 1,5% of the invoice amount is due for each month or part of a month with which the due date is exceeded. Payments shall be made, either cash at our office or into our bank account. The buyer shall be in default without any declaration to that effect by the mere expiration of the due date, and in the cases of (petition for) bankruptcy or suspension of payment, trusteeship and the winding up of business. All costs, in particular extra-judicial and judicial costs we make in order to collect our claims, that are connected with any overdue payment,

shall be chargeable to the principal in default. The extra-judicial costs will amount to 15% of the amount due. We shall have the right to establish from which debts payments are to be deducted, but in any case these will first be deducted from our interest and costs. At all times shall we have the right to demand further security for the payment from the principal. If within 10 days after the request to provide security this has not been complied with, our principal shall be in default without further notice and the order shall be considered to have been terminated. The principal shall be liable for all our costs and damage resulting from the order and its premature termination. We shall be entitled to demand that our principal signs an act of cession which transfers his claims on his purchaser, to which the principal binds himself, should we so require, so that we shall have a security for the payment of any debt(s) the principal may owe us.

XIII Applicable law:

Article 26:

All our agreements to which these terms and conditions apply, shall be governed by Dutch law.

XIV Registration and effective date:

Article 27 :

These terms and conditions have been filed in Dutch with the Chamber of Commerce in Venlo, sub number 12041864 and shall take effect from January 1, 2001.

This is a translation, without obligation on our part, of the Dutch original, made available exclusively for the convenience and information of our clients abroad. In case of any dispute, the Dutch text shall be binding.

Send dd.:

By :

These terms are in accordance with the general terms and conditions governing the sales and deliveries of the Producentenvereniging Thermoplasten (PVT), part of the federation NRK of which Greijn Form Technics is a member.