

GENERAL SALES AND DELIVERY CONDITIONS

1. GENERAL

- a. These general conditions form a component of all our tenders and agreements and their implementation, irrespective of whether they relate to delivery of goods or other performances, unless it has explicitly been agreed to the contrary with us in writing.
- b. Unless it has been explicitly accepted in writing by us, no general conditions used by the purchaser will be applicable.
- c. These general conditions are also applicable to any more detailed orders also given by the purchaser orally, by telephone, in writing, by fax, by e-mail or in any other manner, irrespective of a written confirmation on our part.

2. ENTRY OF THE AGREEMENT INTO EFFECT

- a. All our tenders are non-binding, unless they contain a period for acceptance.
- b. All lists, brochures and other data in a offer issued by us have been drawn up by us as precisely as possible. They are only binding on us if this has been explicitly confirmed in writing by us.
- c. We reserve the right of refusing orders without giving reasons or to deliver against cash.
- d. If a offer contains a non-binding offer and this is accepted, we have the right to revoke this offer in any case two (2) working days after reception of the acceptance.
- e. An order or commission is only binding on us after our written acceptance, or if our verbal acceptance is clear from the implementation of the agreement.

Any additional agreements or confirmations to be concluded later, which deviate from the written acceptance as above-mentioned, are only valid if they have been accepted or have been confirmed by us in writing.

f. We are only required to make a change to the order after we have confirmed the change in writing, and the purchaser will reimburse all extra costs which result for us from this change.

g. We are entitled, on or after concluding the agreement, but before (further) performances, to request from the purchaser a guarantee that both the payment and the other obligations will be met.

h. We are entitled - if we consider it necessary or desirable - to retain third parties for the proper implementation of the agreement.

3. DATA

a. Folders, catalogues or other documentation indicated in the offer, measures weights and other data, as well as images of our products included in them are of an informative nature. We are not bound by these data or images unless the contrary is clear from the offer or the agreement. They can never lead to cancellation of the agreement or a claim for any damages.

b. All descriptions, calculations, sketches, diagrams, drafts, drawings, samples and models which have been produced by us and/or have been delivered to the purchaser, remain our property and may not be copied without our written authorisation either completely or partial or be shown or made available to third parties or used for any purpose whatsoever, and must on our first request be returned to us. The purchaser is liable to us for all damages because third parties see or acquire the drawings and other above-indicated records.

c. The purchaser is liable to us for the correctness of the drawings, calculations, estimates and other data provided by it. Concerning these data we accept absolutely no liability.

d. If we manufacture products to drawings, samples, models or in general to indications which have been made available to us by the purchaser, it guarantees that the products to be supplied in the Netherlands or in the country of destination make no infringement of any intellectual or industrial property right. The purchaser gives an undertaking to us completely to indemnify us from all claims of third parties in this regard.

We will inform the purchaser immediately of all claims of third parties on the

basis of a breach of any intellectual or industrial property right. On reception of such objections we will have the right to suspend the production and delivery of the products and to claim from the purchaser compensation of all damages and/or costs which could arise for us on this basis without ourselves being required to pay any damages.

4. MATRICES, FORMS AND MOULDS

a. The ownership and risk of matrices, forms and moulds which are produced by us or to our indications at the expense of the purchaser pass to the purchaser at the time at which they are taken in use for manufacturing the products intended for the purchaser. These matrices, forms and moulds must be made available to the purchaser not earlier than after the expiry of two (2) years after the last products which have been produced have been delivered to the purchaser, or as much later as all reimbursements which we are entitled to from the purchaser have been paid.

In the meantime the matrices, forms and moulds will be retained by us at the risk of the purchaser for as long as they are still suitable for further production. During the above-mentioned period of two (2) years the maintenance costs will be met by us, but after that by the purchaser. We are only responsible for loss or damage if this is the consequence of intention or gross failure. In such a case we will ourselves be responsible for restoration or replacement at our choice, but we will never be liable for any other or further damage or costs of whatever kind.

If one (1) year after the above-mentioned period of two (2) years has expired the purchaser has not requested delivery or as much earlier as a matrix, form and/or mould is no longer suitable in our judgement for normal production, we are entitled at our discretion to dispose of the matrices, forms and/or moulds without owing any justification or damages to the purchaser as a result.

b. If an existing matrix is produced and delivered by the purchaser, then this matrix will remain available for production to the purchaser for a minimum of 1 year after the start of production in the Rompa Group. This period will be tacitly extended each time by 1 year.

c. If and to the extent that we have indicated in our offer or order confirmation for what number of days or products the matrix, form or mould will in normal circumstances be useful, the matrix, form or mould is not

considered after this number to be suitable for further production. If in the offer or order confirmation no number of days or products has been indicated, if in our judgement the matrix, form or mould for normal production is no longer suitable, we will notify this to the purchaser. In all cases we will inform the purchaser of the restoration or replacement cost connected with a matrix, form or mould which is no longer suitable for normal production.

d. We are only required to make a start on manufacturing a matrix, form or mould after the purchaser has paid us the agreed compensation or if no compensation has been agreed the costs which on reasonable criteria are connected with the making of the matrix, form or mould. The above is correspondingly applicable to any changes, improvements or repairs of a matrix, form or mould.

5. PRICES

a. Unless indicated otherwise, all orders are subject to a possible change of price.

b. Unless indicated otherwise, our prices are:

- based on the level of purchase prices, cargo charges, insurance premiums and other costs applying at the time of issuing the offer;
- based on delivery from our company, warehouse or other place of storage;
- exclusive of VAT, import duties, other taxes, levies and fees;
- indicated in Dutch currency. Any exchange-rate differences will be passed on.

c. In the event of an increase of one or more cost-determining factors after the submission of an offer we are entitled to pass it on to the purchaser to the extent that the increase could not reasonably be known to us at the time of issuing the offer, unless an explicitly fixed price has been agreed.

d. with composite offers there is no obligation of delivery of a part of the total performance against the amount indicated for this part in the offer or against a proportional part of the price indicated in full.

6. DELIVERY DEADLINE

a. The delivery deadlines indicated by us are never to be regarded as definite deadlines, unless it has been explicitly agreed otherwise in writing. The delivery deadline commences as soon as we have accepted the order or in

writing and are also in possession of the purchaser data and possibly of the goods and we have received from the purchaser everything which must be contributed under the agreement for starting the activities with payment in advance.

b. With any overshoot of the agreed delivery deadline, for whatever reason, we will not be in default, but the purchaser will in that case be entitled to request that the delivery will still take place within a reasonable period. In the event of an overshoot of this period the purchaser is not entitled to demand compliance, but to cancel the agreement, without, however, being able to claim compensation of direct or indirect damages which the purchaser could suffer as a result of the overshoot of the agreed delivery deadline.

The purchaser waives all its rights in respect of late delivery for the event that it itself could be in default.

c. In case of force majeure we are not in arrears and the agreed delivery deadline will be suspended for the duration of the impediment. By force majeure is understood any circumstance lying outside our power, irrespective of whether such circumstance was foreseen at the time of concluding the agreement, as a result of which we cannot reasonably be expected to meet or meet in good time our delivery obligation. These will be deemed to include faults in the delivery or deliveries of basic and ancillary substances, strikes or other circumstances which disturb the normal operations in our company as well as nonperformance of our suppliers. If such a circumstance lasts longer than three (3) months, both we and the purchaser have the right to cancel the agreement for the part not yet carried by a simple written notification to the other party, but without consequently owing or being entitled to any damages. In the event of partial implementation the purchaser will owe a proportional part of the agreed price.

d. We are entitled to carry out an order as a whole or in parts. In the event of delivery in parts each delivery is regarded as a separate agreement and is invoiced by delivery.

e. If a delivery or call is agreed, the delivery will so far as possible take place in equal quantities distributed in equal periods relative to the agreed delivery deadline. Call orders must be called and purchased within a time

period of a half year, counting from the day of closure of the agreed delivery deadline, unless it is explicitly agreed otherwise. By the simple expiry of the time period the purchaser is in arrears and is not entitled to charge the purchased goods to the purchaser. Article 5 part b is correspondingly applicable to call orders.

7. DELIVERY

a. The delivery of our products takes place as from the warehouse in Tilburg and with regard to the Netherlands on the condition of free transport to address. Unless it has been explicitly agreed otherwise in writing, the purchaser

provides for the sending of the products and the costs of freight will be met by the purchaser. All further freight and other costs will be met by the purchaser. For orders below an invoice amount to be determined by us from time to

time we impose the right to charge the complete freight and other costs to the purchaser, as well as an allowance in accordance with the tariff applying at the time of the delivery.

b. The date of delivery is deemed to be the time at which we have brought the goods into the disposal of the purchaser, or the date on which we have issued a statement to the purchaser that the goods have been made available at the indicated place.

c. When goods have not been collected by the purchaser after the expiry of the date of delivery as indicated above under b, we will hold the purchaser in default in writing and grant a further reasonable period for collection. If the purchaser is in arrears with collection after the expiry of that reasonable period, we will store the goods at its expense and risk. When the goods can rapidly perish or be subject to deterioration, or when the preservation of them would entail a serious burden or unreasonable costs, we are entitled to (immediate) sale of these goods. The proceeds of sale of the relevant goods will than replace those goods, from which we reserve the right to deduct the proceeds of sale lost and costs incurred by us as a result of the default of the purchaser.

d. The purchaser is required to send us in good time the necessary dispatch instructions, in default of which it will be responsible for the damage and costs which could be the consequence of its lateness. If the purchaser has a

specific wish concerning the dispatch, the incremental costs of this will be indicated to the purchaser separately on closing the agreement and these incremental costs will be at its expense.

e. We will inform the purchaser in good time of the expected time of arrival at the destination. The purchaser must ensure sufficient unloading facilities at the place of destination. For unloading our products it will make personnel and mechanical appliances available free of charge. In general the purchaser will do everything possible to ensure that the products are collected immediately after the arrival of the means of transport.

f. Packaging intended for multiple use of our products remains our property. The purchaser will keep this packaging available for us. For any damage or loss the purchaser is responsible.

g. We are not responsible of the packaging delivered by the purchaser. However, we must observe the necessary care.

8. OWNERSHIP AND RISK

a. All products provided by us and to be provided in future remain our complete and exclusively property until the purchaser has paid everything that it owes us on the basis of the agreement, including interest and costs.

b. As long as the property has not passed to the purchaser, it cannot pledge these delivered products or grant any other right to third parties, except within the normal exercise of its business. The purchaser undertakes at our first request to co-operate in the establishment of a pledge right on claims which the purchaser receives or will receive on the basis of passing on to its purchasers.

c. The purchaser is required to keep the products which have been delivered with reservation of ownership with the necessary care and as our recognizable property.

d. We are at any time entitled to collect the products which have been provided with reservation of ownership and are still present with the purchaser, from the purchaser or their holders if the purchaser is in arrears with compliance with its payment obligations or is or threatens to be in payment difficulties. The purchaser will grant us at any time

free access to its premises and/or buildings for inspection of our products and/or for the exercise of our rights. If the purchaser refuses, despite written request, to provide collaboration on recalling the products delivered, it will owe a fine of Euro 500 per day that it is/remains in default.

e. We have the right to retain items of the purchaser which we hold until everything which the purchaser owes to us has been paid, irrespective of whether the orders delivered by the purchaser are related to the above-mentioned or to other items of the purchaser. We have the right of retention also in the event of bankruptcy of the purchaser.

f. The transport of the products always occurs for the account and risk of the purchaser. Even if free delivery has been agreed, the risk of the transport is at the expense of the purchaser, even when the carrier claims that on waybills, transport addresses etc. the clause is included that all transport damages are for the account and risk of the sender.

The purchaser must insure itself against this transport risk appropriately.

g. If it has been agreed explicitly in writing that the transport risk will be at our expense, or, if, for any reason whatsoever, a claim under f would probably not succeed, then we are not required to compensate more than the amount that we receive in compensation for loss or damage of the products concerned during the transport, from the carrier or the insurer. If necessary, if the purchaser so requests, we will assign our claim against the carrier or the insurance company to the purchaser.

9. GUARANTEE AND COMPLAINTS

a. Before using or processing the products delivered to it the purchaser must check if the products correspond to its order. We must be informed about any faults or defect in writing immediately after the fault or defect has been determined, with a precise indication of the nature and the cause of the fault or defect as well as when and how

the fault or defect has been found. With externally perceptible faults or defects this must occur in any case within three (3) working days after delivery of the products to the delivery address agreed and with all other faults six (6) days after such a fault has become apparent. If the products have been received on delivery for transport without comments on the external state of packaging or packaging, they will be

regarded as having been delivered in good condition. Any obligation of replacement, further delivery or financial compensation or payment of costs expires by right, if the purchaser fails to inform us promptly of the fault or defect or unpacks the products after the delivery, processes them or uses them in any other manner. From then on complaints are no longer handled by us.

b. Lodging a complaint does not relieve the purchaser of its payment obligations to us. Subject to the purchaser having completely complied with its payments and other obligations, we will replace or supply the poor or missing products at our expense, or, at our choice, will compensate the purchaser for the value as new.

In the case of replacement the purchaser must keep the defective products available for us. The purchaser waives any right to claim the cancellation of the agreement because of a fault or defect. The return of products delivered can only occur after our previous written authorisation, on conditions to be determined by us.

c. We issue absolutely no guarantee with respect to the processing or application possibilities of our products.

d. On products or components of products which we acquire from third parties, we will give the same guarantee and under the same conditions as we have received from the suppliers of these products.

e. We are not required to make any other compensation or payment than in compliance with the obligations defined in the above. Any claim to damages is excluded and in particular we accept no liability for any corporate or other consequence damage, but, if it should be found that we are liable for damage, then the amount to be compensated will never be higher than the net invoice value of the products provided or operations which have led to the occurrence of damage, or, if this is higher, the amount for which we are insured.

f. If the ratio of the payment to be made by the purchaser relative to the extent of the loss sustained by the purchaser gives reason for this, the damage to be compensated by us will be adjusted.

g. We are not responsible for damage caused by intention or gross fault of our

agents.

h. We are not responsible for damage to equipment and/or goods provided by the purchaser to us for treatment and/or processing, if the purchaser has not informed us in writing at the latest on concluding the agreement of the forms of treatment, properties, quality, composition and application of the goods provided.

i. The purchaser indemnifies us from all claims in respect of damage, of whatever nature, concerning delivery or use of our products, for which we could be approached by a third-party.

10. PAYMENT

a. payment must occur within thirty (30) days after the invoice date. The payment date indicated on our bank/giro statements is the benchmark. Irrespective of the payment conditions we are at any time entitled to deliver products against cash or to request payment in advance or the provision of a security. All payments must take place without discount or offset, either at our offices or by transfer to a bank or postal account indicated by us, unless some other manner of payment has been agreed. All charges, taxes or other levies will be met by the purchaser. If any invoice amount and/or any advance claim has remained unpaid, we have the right to suspend further activities. Disputes will not give the purchaser the right to suspend payment obligations. Each payment of the purchaser will be used primarily for the satisfaction of the collection costs and/or administrative costs incurred by us and thereafter for the satisfaction of the interest payable by the purchaser and after that will be offset against the most senior outstanding claim.

b. Complaints concerning invoices must be submitted in writing within eight (8) days after the date of dispatch of the invoices. After the expiry of this period the purchaser is considered to have approved the invoices and complaints will no longer be handled by us. The periods laid down in this Article are definitive periods. If the purchaser does not pay an invoice in good time, it is in arrears by right as of the date on which the term of payment has expired, without further request, and it owes interest on the amount outstanding until the date of payment of two (2) % per (part of) month. If the purchaser acts in conflict with any statutory provision by virtue of the law, these general conditions or an obligation incumbent on it on the basis of the agreement, all our claims may be asserted immediately and we have the right

to cancel the agreement without legal mediation or further official notice by a simple written statement, or to suspend our obligations on the basis of the agreement, without prejudice to our right to compliance or damages, and all our other claims against the purchaser will also be immediately enforceable. We have the same rights and powers if the purchaser is declared in a state of bankruptcy, proceeds to surrender of estate, submits an application for termination of payments, is subject to distraint on whole or part of its property, dies or it is put under administration or its company or an important part of it closes, including the contribution of its company to a group or a company already existing, or proceeds to a change in the purposes of business of its company. All judicial or nonjudicial collection costs incurred by us will be met by the purchaser, the level of which will be determined on the basis of the report Preliminary II.

c. Any company of which more than half of the shares are held directly or indirectly by the company which also holds directly or indirectly the shares of our company, as the principal co-claimant, will be entitled to everything which we can claim from the purchaser, including in the sense that each of these companies may separately offset such a claim against a claim which the purchaser could have against the company concerned.

d. The purchaser is only entitled to a discount or bonus if this has been explicitly agreed by us in writing. The discount or bonus is only payable after the purchaser has discharged all its obligations to us.

11. APPLICABLE LAW AND DISPUTES

a. Dutch law is applicable to all our offers and agreements and the implementation of them. If any provision of these general conditions should be in conflict with binding Dutch law, only the provision concerned is non-binding and the other provisions of these general conditions remain effective without reduction.

b. All disputes, including those which are only considered as such by one party, resulting from or relating to the agreement to which these general conditions apply, or concerning the general conditions themselves and the interpretation or implementation of them, will be submitted to the competent Dutch judge on the understanding that disputes in respect of which the district court is competent will be submitted to the court in Breda. Contrary to this provision we are entitled to have disputes settled by arbitration or

binding opinion, if agreement can be achieved on this with the purchaser within a week after a proposal by us.

Deposited to that effect with the clerk of the Court of Breda.