

SUPRESTA NETHERLANDS B.V.
GENERAL TERMS AND CONDITIONS OF PURCHASE – PURCHASE ORDER

- 1. CONTRACT.** The following terms and conditions shall apply to the purchase by Supresta Netherlands B.V. ("Buyer") of goods or services or works described on the face of this Purchase Order, from the Seller named on the face of this Purchase Order. The Purchase Order, together with any documents expressly incorporated herein by reference, constitutes the entire agreement between the parties (the "Contract"). No modifications of this Contract shall be effected by any acknowledgment, quotation, offer or other document submitted by Seller containing additional or different terms or conditions, regardless of when made, all of which are expressly rejected by Buyer. This Contract may only be modified by a writing signed by both parties. Seller's shipment of any of the goods, or performance of any of the services, covered by this Contract, or Seller's receipt of any payment made pursuant to this Contract, constitute Seller's acceptance of this Contract as fully as if Seller had accepted them in writing. If the parties have previously entered into a formal written agreement concerning the sale of such Products, the terms and conditions of said formal written agreement shall control and shall constitute the complete and exclusive agreement of the parties. The English language is the language governing the Contract, even if Seller and Buyer correspond in other languages. There may be versions or translations of the Contract in a language other than English but the parties agree that (a) in the event of any doubt, controversy or conflict arising from the wording of the Contract and any of those versions or translations, this English version shall prevail; and (b) they shall rely on this English version in the event of any controversy, dispute or claim arising out of or relating to the Contract.
- 2. CHANGES.** Buyer shall have the right at any time prior to the delivery or performance date of goods to make changes in drawings, designs, specifications, packaging, time and place of delivery and method of transportation. If any such change causes an increase or decrease in the cost or time required for performance, or otherwise effects any other provision of this Contract, the parties shall make an equitable adjustment and modify this Contract accordingly. Seller shall notify Buyer in advance in writing of all changes in raw materials or their source, formulation, manufacturing location, manufacturing methods or processes, packaging, shelf life or other changes to any goods delivered under this Contract which could affect their quality or performance. Such changes must be mutually agreed upon by Buyer in writing prior to Seller shipping to Buyer any goods containing any of such changes.
- 3. DELIVERY; PERFORMANCE OF WORKS AND SERVICES.** Unless otherwise specified on the face of this Contract and subject to Section 5 below (Inspection), title to Products shall pass to the Buyer when the purchase price is paid in full and risk of loss and liability for Products shall pass to Buyer upon delivery in accordance with the agreed INCOTERM. TIME IS OF THE ESSENCE WITH RESPECT TO SELLER'S OBLIGATIONS (DELIVERY; PERFORMANCE OF WORKS AND SERVICES) HEREUNDER.
- 4. WARRANTY.** Seller warrants that it has good and marketable title to all goods delivered to Buyer hereunder, free and clear of all liens and encumbrances. Seller further warrants with respect to goods (including both products and equipment) and works or services that all parts thereof and the operation thereof: (1) shall conform to Buyer's standard specifications or such other specifications as are made a part of the Contract; (2) shall conform to all applicable plans, drawings, samples or models furnished to and approved by Buyer; (3) shall be merchantable and free from all defects in material and workmanship and all defects due to design (other than Buyer's design); (4) shall be fit for their intended purpose; (5) shall be new and of established commercial operability and good quality; (6) shall meet or exceed the health and safety standards established and promulgated under applicable laws and regulations, including without limitation, applicable environmental regulations; and (7) shall not infringe any patent, trademark or copyright. With respect to any services provided hereunder, Seller warrants that such services shall be performed in accordance with the highest standards, practices and codes of the industry applicable to such services.
- 5. INSPECTION.** Goods are subject to Buyer's inspection and approval within a reasonable time after delivery. Buyer, without prejudice to any other rights or remedies, shall have the right to reject goods that are defective or otherwise not in compliance with the terms hereof and, at Seller's expense, return them to Seller or dispose of them according to Seller's instructions. Seller shall be solely liable for all damages and claims arising out of the supply of defective or non-conforming goods, regardless of whether Buyer has accepted, used or made payment for such goods.
- 6. INDEMNITY.** Seller shall defend, indemnify and hold Buyer, its successors and assigns, harmless from any and all claims, losses, liabilities, damages and expenses (including attorneys' fees) arising out of or in connection with: (1) Seller's performance, or failure to perform, its obligations hereunder, including without limitation Seller's breach of any covenant, agreement or warranty provided for herein; or (2) any goods, services or works delivered pursuant to the Contract. This provision shall not be construed in any circumstance to constitute an indemnification contrary to any governing law which prohibits indemnification against any claim, suit, loss, liability, cost or expenses incident thereto caused by the negligence of such indemnitee.
- 7. FORCE MAJEURE.** Neither party shall be liable in any respect for failure to perform hereunder if hindered or prevented, directly or indirectly, by war, national emergency, inadequate transportation facilities, inability to secure materials, supplies, fuel or power, fire, flood, windstorm or other act of God, strike, lockout or other labor dispute, order or act of any government, whether foreign, national or local, whether valid or invalid, or any other cause of like or different kind beyond the reasonable control of such party. Strikes, lockouts, or other labor disputes involving employees of either party shall be deemed to be beyond the reasonable control of such party. At Buyer's option, any quantity of goods so affected shall be deducted from the total quantity purchased by Buyer. Seller, during any period of shortage due to any of the above causes, shall allocate its actual production among its internal needs and its contract customers in a manner that results in Buyer receiving not less than the same allocation on a pro rata basis as it received prior to the event giving rise to a contingency hereunder. In the event Seller's performance is suspended for more than sixty (60) days during the term hereof, Buyer may at its option terminate the Contract with immediate effect upon written notice to Seller.
- 8. CONTAINERS.** If goods are shipped in Seller's returnable containers, Buyer shall unload and return such containers to Seller within a reasonable time and in as good a condition as received, reasonable wear excepted. No charge will be allowed for packing, crating, drayage, or storage unless otherwise provided in the Contract, and shipments must be packed to conform with the requirements of the carriers, and any laws or regulations applicable thereto.
- 9. TITLE TO DRAWINGS AND CONFIDENTIALITY.** Buyer shall at all times have title to all drawings, specifications and other documents supplied or prepared by Buyer and/or Seller in connection with the furnishing of goods or services hereunder and Seller shall hold in confidence and use the same only to the extent necessary for execution of the Contract and shall, upon Buyer's request, promptly furnish to Buyer all copies of the same. Seller shall not release for publication or advertising any information concerning the Contract, its existence, or the project for which it is given, except with Buyer's prior written consent.
- 10. TAXES.** Unless expressly provided on the Contract, all taxes on the production, delivery or sale of the goods are included in the stated price and shall be paid by the Seller. Buyer shall be responsible only for taxes which under applicable law Buyer is required to pay.
- 11. TERMINATION.** Without prejudice to any other rights or remedies, Buyer may cancel this Contract in whole or in part if the goods are defective or if the goods, works or services are not delivered to Buyer or performed as scheduled, or if Seller makes an assignment for the benefit of creditors, a receiver for Seller is appointed or proceedings in bankruptcy or corporation reorganization are filed by or against Seller. In addition, either party may cancel this Contract in whole or in part if the other party fails to comply with any of the terms or conditions of this Contract, and fails to remedy such non-compliance within thirty (30) days following notice of such non-compliance from the other party.
- 12. COMPLIANCE WITH LAWS.** Seller shall comply with all laws, rules, regulations, decrees and other ordinances issued by any government, state or other authority relating to the subject matter of the Contract and of these Terms and Conditions of Purchase and to the performance by the parties hereto of these obligations hereunder including, without limitation, any applicable laws and regulations concerning environmental protection and occupational health and safety.
- 13. NON-ASSIGNMENT.** The Contract shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, but it shall not be transferred or assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, that Buyer shall have the right to assign this Contract without Seller's consent to an affiliate of Buyer, or to a purchaser or other successor to Buyer's assets to which this Contract relates.
- 14. APPLICABLE LAWS.** The Contract shall be interpreted and governed according to the laws of The Netherlands, without regard to the conflicts of laws provisions thereof. THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS CONTRACT SHALL NOT BE GOVERNED BY OR CONSTRUED IN ACCORDANCE WITH THE PROVISIONS OF THE CONVENTION FOR THE INTERNATIONAL SALE OF GOODS.
- 15. DISPUTE RESOLUTION.** In the event of any controversy or claim arising out of or relating to the Contract, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If they do not reach settlement within a period of 60 days, then either party may, by notice to the other party, demand mediation under the ACB Mediation Rules. If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to the Contract shall be settled by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The arbitration shall be conducted in front of one arbitrator. The arbitration proceedings shall be conducted in English and shall take place in Amsterdam, The Netherlands. Each party shall bear its own costs of the mediation and/or arbitration, except that the fees and expenses of the mediator and/or arbitrator shall be borne equally by the parties.
- 16. BUYER'S PREMISES.** When this Contract covers the supply of goods or works or services on the premises of Buyer, or on any construction site, the Seller who delivers or performs such goods, works or services shall observe the safety, environmental or other undertakings as may be imposed with respect to such site and notified to the Seller. Seller and its employees, agents, representatives and contractors agree to abide by such undertakings, and hereby release and agree to defend, indemnify and hold harmless Buyer, its employees, successors and assigns from and against any liability or claims of any kind arising out of or relating to their presence on such site, including without limitation claims for personal injuries suffered by Buyer's or Seller's employees, agents, representatives or contractors. Seller agrees to obtain and maintain in effect adequate insurance to insure all of Seller's obligations under this Contract, and Buyer reserves the right to establish minimum insurance requirements. Upon request of Buyer, and at no cost or expense to Buyer, Seller shall promptly remove from said premises any person under the control of Seller who violates any safety, health or plant laws, regulations, ordinances or rules or who may cause or threaten to cause a breach of the peace, or who is otherwise objectionable to Buyer for any reason.
- 17. MISCELLANEOUS.** Goods delivered in excess of amounts called for in this Contract may be refused by Buyer and returned at Seller's expense. Any merchandise put in the process of manufacture or shipped prior to receipt of Buyer's written confirmation on this form is made and shipped at Seller's risk. Buyer will incur no responsibility resulting from such action.

