

GENERAL SALES AND DELIVERY CONDITIONS OF THE PRIVATE COMPANY PAROSHA HOLDING B.V.



Deposited for the chamber of commerce at Leeuwarden d.d. 22nd may 2008 Reg.Nr.: oio83633

1. IN GENERAL

- 1.1** Under these conditions the opposite party is in the one, who signed a document or in any other way accepted the validity of these General Sales and Delivery Conditions.
- 1.2** These conditions will apply to all offers, quotation and agreements between PAROSHA HOLDING B.V., after will be mentioned as: PAROSHA HOLDING, and an opposite party which PAROSHA HOLDING stated these conditions, in so far as these conditions not explicitly deviated by parties in writing.
- 1.3** These conditions also apply to agreements by PAROSHA HOLDING for the implementations of involved third parties that PAROSHA HOLDING uses.
- 1.4** The applicability of any purchase or other conditions of the opposite party is explicitly rejected.
- 1.5** If one or more provisions of these conditions at any moment should be entirely or partially void or be destroyed, the remaining terms in these conditions shall remain fully applicable. PAROSHA HOLDING and the opposite party will then enter into consultation, in order to agree new provisions to replace the invalid or void provisions, with intent of the original provisions that where taken.
- 1.6** With uncertainty about the interpretation of one or more provisions of the general conditions, the explanation must be found "in the spirit" of these provisions.
- 1.7** If there is a situation between the parties, which not in applied in these general conditions, then this situation should be assessed in the spirit of these terms and conditions.
- 1.8** If PAROSHA HOLDING not always desire strict compliance of these conditions, does this not mean, that it does not apply to the provisions, or that PAROSHA HOLDING could lose any right to desire in other cases strict observing of the provisions of these conditions.

2. TENDERS AND OFFERS

- 2.1** All quotations and offers from PAROSHA HOLDING are non-committal, unless the quotation has a deadline for acceptance. A offer of quotation is void if the product to which the offer or the quotation relates, is no longer available, or can no be longer manufactured by PAROSHA HOLDING. Offers and quotations shall not apply automatically to future orders.
- 2.2** PAROSHA HOLDING can not be held to its quotations or offers if the opposite party can't reasonably understand the quotation or offers, or any part thereof, contains an obvious mistake or error.
- 2.3** The in a quotation or offer prices are exclusive VAT and other government levies, in the context of the agreement contract costs, such as: travel, accommodation, shipping and handling costs, unless otherwise indicated.
- 2.4** If the acceptance, whether or not on minor points, deviates from the specifications of the quotation or the offer, PAROSHA HOLDING is not bound to that. The agreement is not in accordance with said deviating acceptance, unless PAROSHA HOLDING indicates otherwise.
- 2.5** A compound quotation shall not oblige PAROSHA HOLDING to perform a part of the assignment against a corresponding part of the given price.

3. CONTRACT DURATION; DELIVERY DEADLINE, IMPLEMENTATION AND MODIFICATION AGREEMENT

- 3.1** The agreement between PAROSHA HOLDING and the opposite party is contracted for an indefinite period of time, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.
- 3.2** For the completion of certain work or for the supply of certain cases a period agreed or specified, this is never a deadline. When a term is exceeded, the opposite party Therefore written PAROSHA HOLDING, taking PAROSHA HOLDING and in default reasonable period should be allowed to still give to the implementation agreement.
- 3.3** If PAROSHA HOLDING requires information from the opposite party for the performance of the contract, the completion date does not commence earlier, after the opposite party made this accurate and complete to PAROSHA HOLDING available.
- 3.4** Delivery is ex works PAROSHA HOLDING. The opposite party is obliged to take the good to him when available. If the opposite party refuses or fails to provide information or instructions necessary for the delivery, PAROSHA HOLDING entitled to save the expense and risk of the opposite party.
- 3.5** PAROSHA HOLDING has the right to carry out certain activities by third parties.
- 3.6** PAROSHA HOLDING is authorized to perform the agreement in several phases to thus separately invoice.
- 3.7** If the contract is performed in phases, PAROSHA HOLDING then can perform the execution of the parts belonging to a following stage until the opposite party approved the preceding stage in writing.
- 3.8** During the execution of the agreement, that for a proper implementation it is necessary to amend or supplement, then parties proceed to amend the agreement by mutual agreement.
- 3.9** Where the nature, scope or content of the agreement, whether or not to request or designation of the opposite party, the competent authorities et cetera, is amended and the agreement would be qualitatively and / or quantitatively changed, this may also have implications for what originally agreed was reached. This may initially increased or decreased the agreed amount. PAROSHA HOLDING will do as much as possible beforehand a quotation.

- 3.10** By a modification of the agreement in addition the original period of implementation can be modified.
- 3.11** The opposite party accepts the possibility of amending the agreement, including the change in price and time of execution. If the agreement is modified, including a supplement, then PAROSHA HOLDING entitled to comply therewith, after it is given first implementation agreement by the authorized person within PAROSHA HOLDING and the opposite party agree has continued to implement the specified price and other conditions, including then determine time, which this is implemented will be. Failure or delay implementation of the amended agreement does not breach of PAROSHA HOLDING and for the opposite party no grounds to terminate the agreement.
- 3.12** Without being in failing, PAROSHA HOLDING can come to a request for a refuse to amend the agreement, if this might result in qualitatively and / or quantitatively loses, for example for work that need or to be delivered.
- 3.13** Does the opposite party is in default in the proper fulfillment of the things that he has agreed on towards PAROSHA HOLDING, then the opposite party is liable for all damages (including costs) to PAROSHA HOLDING thereby directly or indirectly.
- 3.14** If PAROSHA HOLDING agreed with the opposite party a fixed price, then PAROSHA HOLDING nevertheless is always entitled to increase the price without the opposite party being entitled to the agreement for that to dissolve, if the increase in price is a result from a power reason or obligation under the law or regulations or is caused in an increase of the price of raw materials, wages, etc., or on other grounds, that were not reasonably foreseeable at the conclusion of the agreement.
- 3.15** If the price increase, other than as a result of an amendment to the agreement, exceed 10% or more and occurs within 3 months after the conclusion of the agreement, then the opposite party can only appeal under Title 5 Section 3 of Book 6 BW and can terminate the agreement by written notice to terminate unless PAROSHA HOLDING as then still willing to to carry out agreement based on the original agreement or if the price increase resulting from a power or on PAROSHA HOLDING obligation under the law, or if it is stipulated that the delivery will take place more than three months after sale.

4. SUSPENSION, DISSOLUTION AND INTERIM RESIGNATION OF THE AGREEMENT

- 4.1** PAROSHA HOLDING is competent suspend the compliance with the undertakings or to dissolve the agreement, if:
-The opposite party not, complete or not swiftly does not comply with the obligations from the agreement;
-After closing the agreement PAROSHA HOLDING has come to good ground for the knowledge to circumstances give that to fear the opposite party will not comply with the obligations;
-The opposite party at to close of the agreement is requested provide collateral for the satisfaction of its obligations from the agreement and this certainty stays away or insufficient is.

4.2 In case by the delay on the the opposite side, PAROSHA HOLDING can be expected that they contract against the originally will fulfill agreed conditions, PAROSHA HOLDING has to been entitled to cancel the agreement.

4.3 Additionally, PAROSHA HOLDING is competent to dissolve the agreement, if circumstances occurs, which of serve nature is that compliance with the agreement is impossible or if there otherwise circumstances occurs, which of serve to nature is that unaltered maintenance of the agreement in reason cannot be demanded of PAROSHA HOLDING.

4.4 If the agreement is cancelled, then the progress of PAROSHA HOLDING is immediately claimable on the opposite party.

4.5 If PAROSHA HOLDING suspends the compliance with the obligation, she preserves its rededications from the law and agreement.

4.6 If PAROSHA HOLDING proceeds to suspension or dissolution, she has been kept no whatsoever in any manner to compensation damage and costs, as a result, in any way arisen.

4.7 If the dissolution to the opposite party is accountable, PAROSHA HOLDING has been entitled to compensation of damage, including the costs, as a result arise directly and indirectly.

4.8 If the opposite party does not comply with the from agreement resulting obligations and this not compliance dissolution justifies, PAROSHA HOLDING has been entitled to dissolve the agreement at once and with direct entrance, without only obligation her way to the payment of damages or indemnity, whereas the opposite party is obligatory, on account of default, however, to damages or indemnity.

4.9 If the agreement is cancelled interim by PAROSHA HOLDING, PAROSHA HOLDING will take care in consultation between the opposite party for transfer of still to perform activities to third parties. This unless the denunciation to the opposite party is accountable. If the transfer of the activities for PAROSHA HOLDING bring extra costs, then these are charged to the opposite party. The opposite party is obliged to satisfy these costs within for that the called period, unless PAROSHA HOLDING indicates differently.

4.10 In case of liquidation, (of application of) suspension of payment or bankruptcy, of repossession at charge of the counterpart, of debt cleansing or another circumstance as a result of which the opposite party can have no longer access its capacity, PAROSHA HOLDING is free to cancel the agreement immediately and with direct entrance or the order or agreement to cancel without only obligation of its to payment of only damages or indemnity. The progress of PAROSHA HOLDING on the opposite party are in that case immediately claimable.

4.11 If the opposite party cancels a placed order entirely or partially, shall the ordered or prepared goods, plus any to drain and delivery costs, and for the implementation of the agreement reserved working, charged to the opposite party.

5. SUPREMACY

5.1 Under supremacy in these general sales and supply conditions are understood, beside what is about that understood in the law and case law, all of outside coming causes, foresee or not foresee, on which PAROSHA HOLDING can not settle with her obligations. Strikes in the company of PAROSHA HOLDING or of third parties included. PAROSHA HOLDING has also the right to supremacy call itself if the circumstance which (further) prevents compliance with the agreement, occurs after PAROSHA HOLDING should have fulfilled its commitment.

5.2 PAROSHA HOLDING has not been kept to complying with any obligation towards the opposite party, if she is impeded by supremacy. PAROSHA HOLDING is possible during the period that the supremacy continues, to suspend the obligations from the agreement. If this period lasts longer than two months, then everyone of the parties has been entitled to cancel the agreement, without obligation to compensation of damage to the opposite party.

5.3 As far as PAROSHA HOLDING at the time of entering supremacy already have complied her obligations from the agreement partially with or these might comply with, and to complied with, respectively to comply with part independent value belongs to, PAROSHA HOLDING has been entitled to invoice that part separately. The opposite party is obliged to satisfy the invoice, is if it were a separate agreement.

6. PAYMENT AND COLLECTIONS FEES

6.1 Payment must occur within 14 days after invoice date, on by PAROSHA HOLDING indicated wise, in the currency in which has been invoiced, unless in writing differently corresponded. PAROSHA HOLDING has been entitled for periodic invoices.

6.2 If the counterpart is with in default with swift payment of an invoice, then the counterpart is by law in neglecting. The counterpart is then an interest chargeable of 1% per month, unless the trade interest ex Article 6:19a BW is more higher, in which case the trade interest is chargeable. The interest concerning the claimable amount will be calculated as from the moment that the counterpart is in neglect, up to the moment of satisfaction of the entirely chargeable amount.

6.3 PAROSHA HOLDING has the right to stretch the payments done by opposite party in the first place in decrease of the costs, further in decrease of the been notable interest and finally in decrease of the principal sum and the current interest.

6.4 The opposite party has been never entitled to set off and/or compensation of by him to PAROSHA HOLDING chargeable.

6.5 Objections against the altitude of an invoice do not suspend the payment obligation. The opposite party who belongs no profession on department 6:53 (Article 231 up to and including 247 book 6 BW), has not been entitled to suspend the payment of an invoice for another reason.

6.6 The opposite party is in default or omission in the (timely) performance of its obligations, all reasonable costs incurred in obtaining payment out straight for its account. The extrajudicial costs are calculated on the basis of what in the Dutch collection practice usual is, at present the calculation method according to Rapport Voorwerk II. If PAROSHA HOLDING has made higher costs for the collection which was reasonably necessary, then the really made costs for compensation qualify. The possible made judicial and execution costs will be also recovered on the opposite party. The opposite party is on the collection costs also interest due.

7. OWNERSHIP RESERVATION

7.1 All by PAROSHA HOLDING within the framework of the agreement provided matter remain property of PAROSHA HOLDING, until all obligations made with PAROSHA HOLDING closed agreement(s) soundly have complied with the opposite party.

7.2 By PAROSHA HOLDING provided matter, which falls in pursuance of 7.1 under the ownership reservation, cannot be resold and can never be used as a tender. The opposite party is not competent the ownership reservation falling pledge matter or any other manner to burden.

7.3 The opposite party is always to do what is reasonably expected of him to secure the property of PAROSHA HOLDING.

7.4 If third parties seize goods on the matter, or rights provided with ownership reservation they wish to establish or assert, the opposite party obliges to inform PAROSHA HOLDING of it immediately.

7.5 The opposite party agrees that the goods delivered under retention of title to insure and keep insured against fire, explosion and water damage, as well against theft and make this insurance policy available upon request by PAROSHA HOLDING for inspection. At a possible benefit of the insurance PAROSHA HOLDING has been entitled to the insurance claim. For so much necessary the opposite party dissolves himself towards PAROSHA HOLDING in advance to grant that its collaboration to already which that framework could necessary or desirably (to prove to be) to be.

7.6 In case PAROSHA HOLDING wishes exercise rights in this article indicated ownership, the opposite party gives in advance unconditional and irrevocable consent to PAROSHA HOLDING and designate third parties to enter all those places where the property by PAROSHA HOLDING are and take those things back.

8. GUARANTEES, RESEARCH AND PUBLICITIES, LIMITATION PERIOD

8.1 The by PAROSHA HOLDING to provide matter meet the usual demands and standards, which can be reasonably made to that at the moment of supply, and for which they have been intended at normal use in the Netherlands. The guarantee laid down in this article applies on matter which is intended, for the use within the Netherlands. At use outside the Netherlands the opposite party himself must verify if the use is arranged and meets the country concerned conditions. In that case PAROSHA HOLDING can put to their guarantees and other conditions of the goods to be delivered or to be carried out.

8.2 Every rededication on guarantee expires if a lack has arisen as a result of or results from injudicious or improperly use of it, or incorrect rise or maintenance to that by the opposite party and/or third parties when, without written authorisation of PAROSHA HOLDING, the opposite party or third parties have made modifications to the matter, or have tried introduced, hat other cases were confirmed those not confirmed should be or if they were processed or modified other than the prescribed manner. The counterpart does not belong to claim on guarantee, if the lack has arisen by or the consequence of circumstances, where PAROSHA HOLDING can not exercise influence on, included extreme weather conditions.

8.3 The counterpart is obliged to (do) research its provided, immediately at the moment the matter is made to him available, respectively the activities concerned have been carried out. Thereby the opposite party belongs to examine if quality and/ or quantity of provided corresponds with what has corresponded and meets the requirements which parties have agreed to. Possible visible lacks must be communicated in writing within seven days after supply to PAROSHA INNOVATORS. Possible not visible lacks must be communicated in writing, within fourteen days after discovery of it to PAROSHA HOLDING. The notification must give as detailed a description as possible so that PAROSHA HOLDING is able react adequate. The opposite party has to allow PAROSHA HOLDING to examine a complaint.

8.4 If the opposite party complains, does that not mean to lack the payment obligation. In that case the opposite party needs to purchase and payment of the remaining ordered matter.

8.5 If a lack is not reported within 8,3 set periods, the opposite party has no more right to convalescence, replacement or indemnity.

8.6 If PAROSHA HOLDING notes that a matter is poor and has been as to that swiftly complained, PAROSHA HOLDING shall, the poor matter within reasonable period after return treat of it, or if not possible to return it, written notification to the point of the lack by the counterpart for the choice of PAROSHA HOLDING, to replace or ensure convalescence of it or for that to the opposite party satisfy replacing compensation. In case of replacement the opposite party has been kept to return the replaced matter to PAROSHA HOLDING and provide ownership of it to PAROSHA HOLDING, unless PAROSHA HOLDING indicates differently.

8.7 If comes certain that a complaint is unfounded, then the costs come arise as a result, which research costs made on the side of PAROSHA HOLDING, integrated at the expense of the opposite party.

8.8 After the guarantee period expires all costs for convalescence or replacement, including administrations, sending and call out costs, are charged to the opposite party.

8.9 Contrary to the legal limitation periods, the limitation period of all progress amounts to and defends himself towards PAROSHA HOLDING and by PAROSHA HOLDING in implementation of an agreement that involves third parties, one year.

9. RESPONSIBILITY

9.1 If PAROSHA HOLDING should be responsible, then this liability is restricted to what in this provision has been regulated.

9.2 PAROSHA HOLDING is not liable for damages of any kind arising because PAROSHA HOLDING is assumed by or on behalf of the opposite party supplied incorrect and/or incomplete data.

9.3 If PAROSHA HOLDING should be responsible for any damage, then the liability of PAROSHA HOLDING is limited to the invoice value of the order, at least to that part of the order on which the liability is related.

9.4 The liability of PAROSHA HOLDING is always limited to the amount paid out by its insurer where appropriate.

9.5 PAROSHA HOLDING is solely responsible for direct damage. Under direct damage we understood, the reasonable costs for determination of the cause and the scope of damage as far as the observation is related to damage in the sense of these conditions, the possible reasonable costs made to let answer the poor performance of PAROSHA HOLDING to the agreement, for so many these can be attributed to PAROSHA HOLDING and reasonable costs to be made for the prevention or restriction of damage, for as far as the opposite party shows that these have conducted costs to restriction of direct damage as meant in these general conditions.

9.6 PAROSHA HOLDING is never responsible for indirect damage, included consequence damage, lacked profit, missed savings and damage by company stagnation.

10. RISK TRANSITION

10.1 The risk of loss, damage or depreciation concerns the opposite party, at the moment business by PAROSHA HOLDING is charged in the power of the opposite party.

11. LIMITATION OF LIABILITY

11.1 The opposite party is obliged to protect PAROSHA HOLDING for possible rededications from third parties to compensation of damage, for which the liability has been excluded of PAROSHA HOLDING in these conditions in proportion with the opposite party.

11.2 If PAROSHA HOLDING should be addressed by third parties to serve account, the opposite party has been kept to assist PAROSHA HOLDING, both in and outside, and immediately what to do expected of him. Should the counterpart be in default in taking adequate measures, then PAROSHA HOLDING, order remained without effect, is entitled to proceed itself to this end. All costs and damage on the side of PAROSHA HOLDING and third parties, as a result arise, come integrant for the account and risk of the opposite party.

12. INTELLECTUAL PROPERTY

12.1 PAROSHA HOLDING preserves herself all rights and powers for that belong on the basis of the intellectual laws and legislation, among the patent right. PAROSHA HOLDING has the right to use, at by the implementation of a agreement to its side increased knowledge, also for other purposes, insofar no strict confidential information of the opposite party is notified to third parties.

13. APPROPRIATE RIGHT AND DISPUTES

13.1 To all legal relations where PAROSHA HOLDING is party, the Dutch law applies exclusively, also if to an obligation is given implementation entirely or partial abroad, or if in the legal relation involved party has there place of residence. The judge in the district of the place of business of PAROSHA HOLDING is at exclusively competent of disputes knowledge, unless the law prescribes binding differently. Nevertheless PAROSHA HOLDING has the right present the dispute to the judge competent according to the law. Parties will firstly appeal to the judge, after they have strained to the extreme in mutual consultation to settle it themselves.

14. LOCATION AND MODIFICATIONS CONDITIONS

14.1 These conditions have been deposited for the Chamber of Commerce Leeuwarden. Always the last deposited version applies, such as that applied at the time of the production of the legal relation with PAROSHA HOLDING.