

GENERAL TERMS AND CONDITIONS OF SALE - MEUWISSEN INDUSTRIE B.V.

I General

1. These General Terms and Conditions shall apply to all offers made by Meuwissen Industrie B.V. ("MI B.V.") and to all agreements made by and between MI B.V. and a third party.

2. Deviations from these General Terms and Conditions shall require an express written agreement.

3. The other party's Terms and Conditions shall not be binding upon MI B.V. unless MI B.V. has confirmed their applicability in writing.

II Offers and prices

1. All offers made by MI B.V. in any form whatsoever shall be free of obligation unless expressly stated otherwise. MI B.V. may withdraw its offer within 5 workdays of the other party's acceptance of it.

2. MI B.V. shall be under no duty to deliver at prices which are manifest printing or typographical errors.

3. Subject to any agreement to the contrary, prices quoted by MI B.V. shall be exclusive of VAT, import duties or other governmental taxes.

4. MI B.V. may charge the price stated in the price list valid at the time of the delivery. If the price increase exceeds 15 per cent, the other party shall be entitled to dissolve the agreement.

5. Any designs, samples or examples supplied by MI B.V. shall serve indicative purposes only.

6. The costs associated with MI B.V.'s supply of any designs, samples or examples at the other party's request, as well as the costs of any ensuing work, may be charged to the other party.

7. MI B.V. may alter goods, packaging and specifications if such is necessary to meet statutory requirements, or to improve the goods.

8. Subject to any agreement to the contrary, goods shall be delivered franco domicile at the other party's business premises, if located in the Netherlands.

9. If prices are based on weight or volume, the weight or volume at the time of despatch shall determine the price.

III Payment

1. Payment must be made within 30 days of the invoice date in Dutch legal tender at MI B.V.'s office, or by remitting the amount owing to the bank or giro account stated in the invoice.

2. The payment date shall be the day of receipt of the amount in cash, or the day of the addition to either of the account numbers stated on the invoice.

3. Upon expiry of the 30-day payment period, the other party shall officially be in default and, from that date, owe interest on the amount due at the statutory rate plus 2 per cent.

4. Payments by the other party shall be used firstly to pay all interest and costs due and secondly to settle the oldest outstanding invoice, even if the other party links the payment to a more recent invoice.

5. If the other party is in default or otherwise fails to perform any of its obligations, it shall reimburse all reasonable costs incurred to exact payment --out of court or otherwise-- including the fees of collection agencies, bailiffs and lawyers. The other party shall in any case owe:

- 15 per cent on the first euro 3,000.-;
- 10 per cent on any further amount up to euro 6,000.-;
- 8 per cent on any further amount up to euro 15,000.-;
- 5 per cent on any further amount up to euro 60,000.-;
- 3 per cent on any further amount.

If MI B.V. demonstrates that it has sustained higher costs, which were reasonably necessary, those costs shall also be reimbursed.

6. If any goods are delivered in parts, MI B.V. may send separate

invoices.

7. The other party may invoke a setoff only if its claim is acknowledged by MI B.V., or the validity of its claim can be easily established.

8. If MI B.V. has reasonable grounds to doubt the other party's ability to meet its payment or other obligations, MI B.V. may demand that the other party provide security.

IV Delivery

1. Subject to any agreement to the contrary, delivery shall be made franco domicile at the other party's business premises, if located in the Netherlands. The unloading of goods shall be accomplished at the other party's risk and expense.

2. Subject to any express agreement to the contrary, delivery times quoted by MI B.V. shall not be time of the essence. In the case of late delivery, MI B.V. must be sent a notice of default and allowed a reasonable period of 4 weeks to perform.

3. Late delivery shall not entitle the other party to damages.

4. MI B.V. may deliver goods in parts. If goods are delivered in parts, MI B.V. may send separate invoices, which the other party must pay as if they concerned separate agreements.

5. Subject to any written agreement to the contrary, the other party shall cause the goods to be collected within one week of being notified by MI B.V. that the goods are ready for collection.

6. If the other party fails to collect the goods forthwith (as envisaged in paragraph 5), or fails to issue information or instructions necessary for the delivery, the goods shall be stored at the other party's risk. All ensuing extra costs, including the costs of storage, shall be paid by the other party.

7. Goods delivered by MI B.V. shall be deemed to conform to the agreement if they meet the standards customarily employed in the trade in terms of weight, thickness, squareness, quality and quantity. However, MI B.V. is allowed to vary the agreed quantity of the goods to be delivered by it in that it may deliver up to 20% more or less than the agreed quantity.

8. One criterion for determining trade custom and methods of assessment shall be the tolerance limits and measuring methods referred to in the General Terms and Conditions of Sale as adopted by the Dutch Paper and Cardboard Industry, a copy of which shall be supplied to the other party at its first request.

V Carriage and packaging

1. Subject to any agreement to the contrary, prices shall include the costs of customary and common packaging of the goods.

2. If MI B.V. takes care of sending the goods, it shall select a common means of transport, taking account of the nature of the goods. If the other party prefers a different means of transport, MI B.V. shall not be liable for any ensuing delay or damage. The extra costs associated with the other party's preferred method of transportation shall be paid by the other party.

VI Retention of title

1. MI B.V. shall retain title to the goods delivered and still to be delivered to the other party until the purchase price of all those goods has been paid in full. If MI B.V. renders services to the other party in the context of a sales contract, the retention of title shall remain valid until the invoices for those services have been paid in full. The retention of title shall also extend to the situation where the other party fails to properly perform any of its obligations to MI B.V. under the sales contract.

2. As long as title to the delivered goods has not passed to the other party, the other party may not pledge or otherwise grant a third party any right in respect of those goods. The other party shall be permitted to sell

and transfer title to the goods to a third party in the context of its normal business operations. In the case of a sale on account, the other party must retain title in conformity with the retention-of-title clause contained in these General Terms and Conditions.

3. The other party must handle the goods delivered subject to retention of title with due care and keep them identifiable as MI B.V.'s property. It must also insure the goods against fire, water damage and theft. It shall submit the insurance policies for inspection to MI B.V. at the latter's first request. Any claims of the other party under such policies shall be pledged to MI B.V. at the latter's first request in conformity with Article 3:239 of the Dutch Civil Code, as additional security for the other party's performance of its obligations to MI B.V.

4. If any third party wishes to create or assert any right to goods title to which has been retained, the other party must so notify MI B.V. as soon as can reasonably be expected. The other party shall reasonably cooperate with MI B.V. in taking measures to protect MI B.V.'s title to those goods.

5. The other party shall pledge to MI B.V. all amounts owing by its customers arising from the reselling of goods at MI B.V.'s first request in the manner described in Article 3:239 of the Dutch Civil Code, as additional security for the other party's performance of its obligations to MI B.V.

6. If the other party fails to meet its payment obligations to MI B.V., or MI B.V. has good reason to fear that the other party will fail to perform those obligations, MI B.V. may repossess the goods delivered subject to retention of title. The repossession shall not affect any of MI B.V.'s other rights.

7. After the repossession, the other party shall be credited with the current value of the goods repossessed (which shall not exceed the original purchase price) less the collection costs, repossession costs and the interest due and payable.

8. The other party shall cooperate in the repossession, under forfeiture of a penalty of 10 per cent of the outstanding amount per day, subject to a minimum of euro 500.-.

VII Technical requirements

1. MI B.V. shall be responsible for the compliance of the goods with technical norms and requirements under the laws and regulations of the country where the goods will be used, but only if the order and MI B.V.'s order confirmation specify the proposed use and destination and the applicable requirements.

2. The other party shall be responsible for the compliance of the goods with the laws and regulations of the country where the goods will be sold and/or used. For the purpose of this Article, laws shall include safety standards.

3. If the other party resells the goods, it shall supply the buyer with the applicable technical product sheets and instructions for use, and inform the buyer of any applicable norms and government regulations.

VII Force majeure

1. If MI B.V. is prevented from performing its obligations by any circumstances beyond its control (force majeure), its obligations shall become suspended. If the period during which MI B.V. cannot perform its obligations due to force majeure exceeds two months, either party may dissolve the agreement out-of-court, without being required to pay any damages. Early termination shall be possible if the party seeking to terminate demonstrates that the termination is justified according to the principles of fairness and reasonableness.

2. If, at the time the force majeure arises, MI B.V. has already performed

or can only perform part of its obligations, it may send a separate invoice, which the other party must pay as if it concerned a separate agreement.

3. For the purpose of this Article, force majeure shall mean circumstances which impede the performance of obligations and cannot be attributed to MI B.V., including strikes, shortage of raw materials, interrupted supplies, transport difficulties and errors or delays caused by any third party commissioned by MI B.V., breakdown of machinery and/or tools, and governmental measures.

4. MI B.V. may also invoke force majeure if the circumstance preventing (further) performance arises after the date on which MI B.V. should have performed its obligations.

IX Complaints

1. Upon delivery, the other party must inspect the goods for visible defects. In particular, the other party must check whether the right goods have been delivered and whether they comply with the agreement in terms of quantity (number, amount, weight).

2. Visible defects must be stated on the delivery receipt. Hidden defects must be reported to MI B.V. within 2 workdays of their discovery, or within 2 workdays after the other party could reasonably have discovered the defects. Entitlement to damages on whatever grounds shall lapse 1 year after the delivery.

3. Complaints must be submitted in writing, stating all relevant information including order numbers, invoice and bill of lading numbers, as well as batch/production numbers.

4. The burden of proving that the goods delivered do not conform to the agreement shall rest upon the other party. The other party must handle the goods in respect of which complaints have been submitted with due care, so MI B.V. can have them inspected.

5. The right to complain shall lapse if the goods are processed, repacked or otherwise altered.

6. The right to complain shall lapse if the defect or damage is due to the other party's incorrect handling of the goods. Incorrect handling shall include using the goods in violation of the instructions on the packaging or the information supplied by the other party.

7. If the complaint is founded, MI B.V. shall either repair or replace the goods. If MI B.V. believes that it cannot be expected to repair or replace the goods, or that repair or replacement is impossible, it shall refund the purchase price.

8. Any deviations in terms of colour, hardness or thickness remaining within the customary tolerance limits as provided in the General Terms and Conditions of Sale of the Dutch Paper and Cardboard Industry shall not entitle the other party to any replacement and/or any refund of the purchase price.

9. The timely filing of a complaint shall not affect the other party's obligation to pay and take delivery of the goods ordered.

10. The return of any goods shall require MI B.V.'s prior written permission

X Liability

1. The technical product sheets, user instructions and other information supplied by MI B.V. have been drawn up to the best of MI B.V.'s knowledge, and shall not provide any guarantee that the goods are suitable for the other party's proposed application. The other party must always check whether the goods delivered are suitable for the proposed application and whether they comply with applicable norms and government regulations, and shall otherwise strictly follow the user instructions issued by MI B.V.

2. If MI B.V. fails to properly perform its obligations or commits a wrongful act, its liability shall not exceed the amount paid by MI B.V.'s insurance

company. If the insurer does not pay out or the damage caused is not covered by the insurance, MI B.V.'s liability shall be limited to the amount invoiced for the performance causing the damage.

3. MI B.V. shall not accept liability for any indirect damage, including loss of profits and/or turnover.
4. The limitations on MI B.V.'s liability set out in these Terms and Conditions shall not apply if the damage is the result of an intentional act or omission or any gross negligence of managers or lower-ranking staff with executive powers.
5. The right to damages and/or repair of the goods and/or replacement of the goods and/or delivery of missing parts, on whatever grounds, or the right to dissolve the agreement shall lapse either if no complaint is filed on time or else 1 year after the delivery, unless a different period has been agreed in writing.

XI Assignment of rights

1. The other party shall not assign any rights under this agreement to a third party without MI B.V.'s prior written permission.

XII Suspension and dissolution

1. If any of the following events arise, MI B.V. may suspend (further) performance of the agreement, or dissolve the agreement, without prejudice to its right to claim restitutive or additional damages:
 - if the other party's property is attached, or the other party is granted a moratorium, or is adjudged bankrupt;
 - if the other party fails to perform any of its obligations to MI B.V.; or
 - if MI B.V. has good reason to fear that the other party will be unable to meet its obligations under the agreement, and the other party fails to provide what MI B.V. reasonably considers to be adequate security for the performance of its obligations.
2. If any of the events described in Article XII(1) arises, MI B.V. may decide that all of its claims against the other party shall become immediately payable.
3. MI B.V. may dissolve the agreement if unforeseen circumstances arise in relation to persons and/or equipment used or customarily used by MI B.V. in implementing the agreement, which render the implementation of the agreement impossible or so onerous and/or disproportionately expensive that MI B.V. can no longer reasonably be expected to perform.

XIII Governing law

1. All agreements made between MI B.V. and the other party shall be governed by the laws of the Netherlands. The Vienna Convention (United Nations Convention on Contracts for the International Sale of Goods) shall not apply to the agreements.

XIV Disputes

1. If any dispute arises between the parties over the conclusion, interpretation, implementation or improper or late implementation of any agreement or other legal relationship existing between the parties, or if either party believes such a dispute to have arisen, the parties shall enter into negotiations to attempt a consensus prior to bringing their dispute before a civil court of law.

All disputes shall be adjudicated by the District Court of Haarlem, except

where the dispute falls within the jurisdiction of the Cantonal Court. However, this clause shall not affect MI B.V.'s right to submit a dispute to a court competent to hear the case according to the normal rules of jurisdiction applicable.

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