

GENERAL SALES AND DELIVERY CONDITIONS OF SINNER B.V.

I. General

1. The following conditions form a part of all agreements, and are applicable to all (other) actions and legal transactions with SINNER B.V. (hereinafter referred to as the Seller), and to every natural person or legal entity (hereinafter referred to as the Buyer) that purchases goods from the Seller, or with whom the Seller enters into an agreement or negotiations concerning an agreement.
2. The Seller expressly rules out the applicability of any general condition of the Buyer.
3. Amendments and supplements to these conditions may only be agreed upon in writing.
4. In the event of any inconsistency between the text of these conditions in the Dutch language and the text in another language, the Dutch version will be binding.

II. Quotations

1. Quotations (including estimates) are not binding upon the Seller, and only serve as an invitation for the placement of an order by the Buyer. An agreement first comes into being through the Seller's written order confirmation.
2. Cancellation of an agreement by the Buyer is not possible unless the Seller agrees to the cancellation at the Buyer's written request, under conditions to be further specified by the Seller. In the event of a cancellation as referred to in this paragraph, the Buyer is liable to pay an immediately claimable sum of fifty percent (50%) of the invoice price of the goods, excluding VAT, without prejudice to the right of the Seller to compensation for the damages actually incurred or to be incurred.
3. The Seller is entitled, within the framework of sales programmes, to set minimum quantities for the supply of goods. If the Buyer places an order for a smaller quantity, and the Seller accepts this, then the Seller is

entitled to charge amounts as specified by the Seller, within reason, including delivery expenses.

4. Models, samples or drawings shown or provided by the Seller, in any manner whatsoever, are prepared with care but are merely indications of the goods concerned. If the Buyer demonstrates that the goods delivered deviate from the models that are shown or provided to such an extent that the Buyer can no longer reasonably be obliged to purchase them, then the Buyer has the right to cancel the agreement at no cost, without the Seller being obliged to pay compensation for any damages incurred by the Buyer as a consequence of a cancellation as referred to in this paragraph.

III. Prices

1. Prices publicised by the Seller in catalogues or in other ways are exclusive of VAT, and are not binding upon the Seller. Postage and packaging costs, import and export duties, excise duties, and all other levies or taxes imposed or charged with regard to the goods and their transportation will be paid by the Buyer.
2. After an agreement has come into existence, the Seller is entitled to raise the agreed prices in the event of, among other examples, but not limited to: interim rises of and/or additional charges on freight rates, customs tariffs, prices of goods and/or raw materials, wages or social premiums, interim rises applied by its supplier(s) and amendments in monetary relations, or other unforeseen circumstances, which have an effect of raising prices.

IV. Risk, delivery and delivery date

1. The delivery and transfer of risk of the goods and their packaging takes place “Ex Works”, as referred to in the ICC Incoterms 2000 (or the most recent version of these) by means of the Seller making the goods and their packaging available to the Buyer “Ex Works” the Seller in Weesp.
2. The Seller reserves the right to make partial deliveries, in which case such deliveries will be considered to have been made under separate

agreements. The Buyer is obliged to take receipt of the goods at the time of delivery. If the Buyer does not take receipt of the goods, or does not do so in a timely manner, the Buyer will become legally in default without formal notice being required. The Seller is thenceforth entitled to store the goods at the Buyer's cost and risk, or to sell them on to a third party. The Buyer remains liable to pay the purchase price plus the statutory commercial interest and debt recovery costs by way of damages, although, where appropriate, minus the net profit on the sale to the above-mentioned third party.

3. An agreed delivery date is merely an indicative date and cannot – unless the Seller and the Buyer have expressly agreed otherwise in writing – be considered as final in the sense of Article 6:83 a) of the Dutch Civil Code. The Seller will attempt to observe the agreed delivery date in so far as possible. In the event of the delivery date not being met, the Buyer has no right to damages or other payments in this regard. If no delivery date is agreed, the Seller will deliver the goods within a period considered to be reasonable by the Seller.

V. Reservation of ownership

1. The Seller reserves the ownership of all goods supplied to the Buyer pursuant to an agreement, notwithstanding their actual delivery, until the time of complete settlement of all that the Seller is entitled to claim from the Buyer by way of return, including statutory commercial interest and debt recovery costs, for any reason whatsoever.
2. If the legislation of the country of destination of the goods that are bought includes more far-reaching possibilities for the reservation of ownership than is determined in paragraph 1 above, then it applies between the parties that these more far-reaching possibilities will be considered to have been agreed upon to the benefit of the Seller, subject to the proviso that if it cannot be objectively established to which more far-reaching rules these regulations apply, the provisions of paragraph 1 above remain applicable.

3. If the Buyer fails to meet its payment obligations towards the Seller, or if the Seller has good grounds to fear that the Buyer will fail to meet its payment obligations towards the Seller, then the Seller is entitled to dissolve the agreement without proof of default, and to sell on the goods delivered and/or to be delivered with reservation of ownership to a third party, or to retrieve them, and for this purpose to enter the location where these goods are held. In such an event, the Buyer is liable for all attendant costs. The Buyer remains liable to pay the purchase price plus the statutory commercial interest and debt recovery costs by way of damages, although where appropriate minus the net profit on the sale to the above-mentioned third party.
4. The Buyer is not authorised to transfer or to pledge the goods that are subject to reservation of ownership. The Buyer is, however, permitted to sell and transfer these goods to third parties within the framework of the normal operation of its business. This permission lapses automatically at the moment that the Buyer in any way fails to meet its payment obligations, obtains a provisional suspension of payment or is declared bankrupt.
5. The Buyer is obliged to insure the goods referred to in paragraph V.1 against common risks such as fire, explosion, damage and theft, in such a manner that the stipulation is included in the relevant insurance policy that the insurance extends to the goods of third parties. Payments in the event of damage and loss of these goods supersede the goods concerned. At the Seller's first request to this effect, the Buyer will cede all relevant rights with regard to the relevant insurers to the Seller.
6. If, and for as long as, the Seller is the owner of the goods, then the Buyer will immediately inform the Seller in writing if the goods or an element of them have been lost or damaged, or if the goods are seized and/or any other claim is made upon the goods or any element thereof.

VI. Payment

1. Payment should be made within 30 days of the invoice date by means of the transfer of the amount due to the bank or Giro account of the Seller.

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Payment of the amount due to any party other than the Seller is not valid as a payment in discharge of obligations.

2. All amounts charged to the Buyer must be paid without reduction or retention. The Buyer is not entitled to adjust a claim from its side with a claim from the Seller's side.
3. If the Buyer does not pay a due amount in a timely manner, then the Buyer automatically becomes in default, without further proof of default being required, and he becomes liable to pay to the Seller an immediately claimable late payment interest that is equal to the statutory commercial interest. In addition, the Buyer is liable to make an immediately claimable payment of 15% of the total amount due, with a minimum of €150, without prejudice to the right of the Seller to the full remittance of all extrajudicial and judicial costs associated with the recovery of the debt and payment of the amount due.
4. Every payment by the Buyer serves in the first instance towards the payment of the interest due, and subsequently to the remittance of the costs associated with the recovery of the debt. Only after remittance of these amounts will any payment by the Buyer serve towards a reduction in the outstanding claims with regard to the purchase price.
5. Any objections to invoices, specifications, descriptions and prices must be brought to the Seller's notice in writing, stating reasons, within 8 days of the invoice date, in the absence of which the Buyer will be considered to have agreed with the invoice in its entirety.
6. The Buyer does not have the right to suspend its obligations unless, within 30 days of the obligations concerned becoming claimable, the Buyer brings the dispute in question before the authorised court as specified in article XIII.

VII Intellectual property rights

1. The Buyer guarantees that he will not commit any infringement (nor to allow or make it possible for any third party to commit any infringement) of the Seller's intellectual property rights, or those of its suppliers,

concerning the goods, for example by copying, adapting or imitating the goods.

2. If the Seller produces the goods, or has them produced, at the specific commission of the Buyer on the basis of a design that does not originate from the Seller, then the Buyer indemnifies the Seller against claims by third parties regarding any infringements of the intellectual property rights of third parties concerning the goods or their production or use.

VIII. Claims because of defects, guarantee and dissolution

1. Claims because of defects are to be understood as any grievances of the Buyer concerning the quantity, quality and/or soundness of the goods supplied. The goods supplied will only be considered unsound if the Buyer demonstrates that they do not comply with the legal quality requirements that were applicable to those goods at the time that the agreement came into being, and that they do not comply with the expressly agreed specifications, and/or that they are not fit for the use as specifically stated by the Buyer on or before entering into the agreement, or as is unmistakable by virtue of the nature of the goods.
2. The Buyer is obliged to carefully inspect the goods, or to have them carefully inspected, immediately after delivery. Claims because of defects should be issued in writing within 8 days of the Buyer having received the goods. Defects that could not reasonably have been detected within the above-mentioned period must be reported to the Seller immediately upon their detection, and at the latest within 30 days of the Buyer having received the goods. Failure to make a claim because of defects in a timely manner as referred to in this paragraph will result in the Buyer forfeiting all rights and authorisations that accrued to him on the grounds of the defective condition referred to in paragraph 1 of this article.
3. The Buyer has no right to make a claim because of defects with regard to goods concerning which the Seller is not able to verify the complaint. The Buyer is not permitted to return the goods before the Seller has given its written agreement to this. The costs of returning the goods will be borne by the Buyer, and the goods remain at its risk. The Buyer

cannot make any claims against the Seller concerning defects in the goods for as long as the Buyer has not yet met with any obligation arising from the agreement or agreements entered into with the Seller.

4. If claims because of defects are made in a timely and correct manner, and in accordance with the stipulations of this article, and in the judgement of the Seller it has been sufficiently demonstrated that the goods display defects, then the Seller will have the choice either to re-supply the goods that turned out to be unsound, at no cost, on the return of the goods that turned out to be unsound, or to soundly repair the goods concerned, or to nevertheless provide the Buyer with a discount on the purchase price to be determined by mutual agreement, or to wholly or partially dissolve the agreement concerning the goods that turned out to be unsound. On fulfilment of one of the above-named options the Seller will have fully remitted its obligations in the matter, and the Seller will not be bound to any further payments, for damages or otherwise. If the Seller delivers to the Buyer goods that the Seller has acquired from its suppliers, the Seller is at no time bound to any guarantee or liability in relation to the Buyer that is more far-reaching than that which is claimable by the Seller from its suppliers.

IX. Liability

1. The liability of the Seller is limited to the observance of its obligations as described in paragraph 4 of the foregoing article. Any further liability for direct damages suffered by the Buyer is ruled out. 'Direct damages' are to be exclusively understood as:
 - a. the reasonable costs that the Buyer would have to incur in order to allow the benefit of the Seller under the agreement to be realised. These damages are however not reimbursed if the Buyer has dissolved the agreement;
 - b. reasonable costs incurred in the determination of the cause and the extent of the damages, in so far as the determination concerns direct damages within the meaning of this paragraph;
 - c. reasonable costs incurred to avoid or limit damages, in so far as the Buyer demonstrates that these costs have led to the limitation of damages within the meaning of this paragraph.

2. The liability of the Seller for indirect damages suffered by the Buyer, including but not limited to consequential damages, immaterial damages, commercial or environmental damages, lost profits, missed savings, damages through commercial stagnation and all other losses not stated in paragraph 1 above, is ruled out.
3. If the Seller, notwithstanding and/or on the grounds of the stipulations of paragraphs 1 and 2 of this article, for whatever reason, is bound to reimburse any damages, then the reimbursement per event or series of connected events with a common cause will nevertheless never be higher than an amount equal to the invoice price, excluding VAT, of the goods concerned.
4. The liability limitations described in paragraphs 1, 2 and 3 remain inapplicable in so far as the damages concerned are caused by the intentional action or deliberate recklessness of the Seller or its senior management.
5. Conditions limiting, ruling out or establishing liability that can be invoked against the Seller by third parties can also be invoked against the Buyer by the Seller.

X. Circumstances beyond one's control

1. In the event of circumstances beyond one's control, the Seller has the right to suspend the delivery of the goods or to wholly or partly dissolve the agreement. In that case the Buyer has no right to reimbursement in this regard.
2. Circumstances beyond one's control are to be understood as any circumstances independent of the will of the Seller whereby the fulfilment of its obligations towards the Buyer, or the relevant element thereof, is hindered, delayed, or made uneconomical, or whereby the fulfilment of these obligations cannot reasonably be expected of the Seller, including the occurrence of complete or partial mechanical breakdown; limitation or suspension of the Seller's company or of that

from which the Seller acquires the goods to be supplied or their raw materials; the application of regulations or decisions that limit, hinder or prevent the production, delivery, transport or discharge of the goods; mobilisation; war; hostilities; insurgency; strikes; lock-outs; conspiracy by workers; hindrance of rail traffic or of carriage by other means of transport, or the lack thereof; shipwreck; loss; damage or unserviceability of means of transport; the bankruptcy of suppliers or invocation of forces beyond one's control by them; or other external causes upon which the Seller can exert no influence. The Seller will inform the Buyer of the occurrence of the situations and circumstances referred to above as soon as possible, and thereby state whether, to what extent and under what conditions it will fulfil its obligations arising from the agreement.

XI. Dissolution

1. If the Buyer does not fulfil an obligation arising from any agreement entered into with the Seller, or does not fulfil this obligation in a timely or adequate manner, or if the Buyer is declared bankrupt, the Buyer applies for its bankruptcy or this is to be applied for, the Buyer applies for provisional or definitive suspension of payment, enters into liquidation, or its capital is seized, wholly or in part, then the Seller is entitled to immediately dissolve in writing every agreement with the Buyer, without prejudice to the rights that the Seller can derive in relation to the Buyer from these conditions, an agreement or by law, including the right to partial or complete reimbursement of damages.

XII. Indemnity

1. In the event that the Buyer does not adequately fulfil its payment obligations towards the Seller, or the Seller has good grounds to fear that the Buyer will not adequately fulfil its payment obligations, then the Buyer is obliged, at the Seller's first request to this effect, to provide sufficient indemnity with regard to the claim of the Seller or the Buyer by means of an irrevocable bank guarantee or by means of the provision of indemnity that can reasonably be equated with this. For as long as the

Buyer has not fulfilled these obligations, the Seller is entitled to suspend the fulfilment of the obligations resting upon it.

XIII. Applicable legislation and authorised court

1. Dutch law shall govern all agreements concluded under the terms of these conditions, with the exclusion of the applicability of the Vienna Convention. All disputes arising from such agreements shall be settled to the competent court in Amsterdam. The seller may, however, elect to submit a legal claim where buyer is officially domiciled, and may elect whether or not the law of the country where the buyer is registered/domiciled shall apply.