

GENERAL TERMS AND CONDITIONS OF SALE OF FEDERTEX B.V.

having its registered office in Best

filed with the registrar's office of the District Court in Rotterdam on November 19th 1992

1. GENERAL PROVISIONS

These terms and conditions are part of all agreements concluded by the Vendor and are applicable to all offers, deliveries and/or activities. These terms and conditions or the applicability thereof may only be deviated from in writing. The Purchaser acknowledges and accepts these terms and conditions and waives any of his terms and conditions by accepting the Vendor's quotation or offer. In case the Dutch text of the general terms and conditions differs from the English text, the Dutch text shall prevail.

2. QUOTATIONS AND OFFERS

2.1 All quotations made by or and on behalf of the Vendor and/or offers made shall only serve as an invitation to the Purchaser to place an order. Any particulars published in price lists and/or brochures or otherwise shall not be binding upon the Vendor either, unless explicitly stated otherwise.

2.2 An agreement between the Vendor and the Purchaser, whether or not concluded by means of intermediaries of the Vendor, shall only be binding upon the Vendor after the Vendor has confirmed the agreement to the Purchaser in writing.

3. PRICES

3.1 After confirmation of the agreement, or after having made an offer, the Vendor shall remain authorized to adapt the purchase price to any changes in the costs or price in guilders of freight rates, import duties, rates, taxes and other retributions, also if such change is only the result of reduction in value of the Dutch exchange rate compared to the exchange rate in which the freight rates, import duties, rates, taxes and other retributions have to be paid or settled.

3.2 Furthermore, the Vendor shall be entitled to adapt the agreed purchase price to any changes in exchange rates if after the conclusion of the purchase, but before the delivery of the goods changes in the purchase and/or selling price have occurred which exceed 3%, related to the exchange rate of the Dutch currency, or the exchange rate of the currency of the contract.

3.3 In all these cases, the Vendor shall alternatively be authorized to terminate the purchase agreement if and to the extent that the goods are not yet under the control of the Purchaser.

4. TERM OF DELIVERY

4.1 The term of delivery shall commence after the Vendor has confirmed the order in writing. Exceeding the term of delivery due to whatever cause by less than three months shall never give the Purchaser the right to claim damages, termination of the agreement or non-performance of any obligation he is under. If no term of delivery has been stipulated, the Vendor shall deliver to the best of his ability and as much as possible in equal parts.

4.2 The goods are considered to be delivered if they are ready for dispatch and if this has been confirmed to the Purchaser, unless another time of delivery has explicitly been agreed on. If a term of delivery is exceeded, this is deemed to be caused by circumstances independent of the Vendors' will - and therefore of force majeure - in the event of war, war risk, civil war or any other civil exceptional situation, riot, import and export or transport embargoes or any other restrictive measures of any authority, labour strike and lockout of employees, slowdown actions, sitdown strike or gate blockage, physical and/or economic transport difficulties, fire or other disturbances in his business or in that of his vendors or sub-suppliers and of any delay in the materials ordered by him in time, and in the event that there are no or insufficient raw materials which can be purchased at the prices customary at the time of concluding the agreement. In the event of such shortage in raw materials the products which can be delivered shall be equally divided among the contracts still in force.

4.3 If any obligation of the Vendor due to such force majeure is delayed for a period exceeding one calendar month (in total), the Vendor shall be authorized to adapt the term of delivery and the price to the circumstances then applicable or, to annul the agreement without being under any obligation to pay damages to the Purchaser. If the Purchaser notifies the Vendor thereof in writing, the Vendor shall declare his will within eight days after receipt of such notice, failing which the agreement will be terminated, without the Purchaser being able to make any claims vis-à-vis the Vendor.

4.4 If goods have been sold to deliver on call, the Purchaser must plan the calls in such a way that all goods have been called for within six months after conclusion of the agreement, unless another term for delivery on call has been agreed upon in writing. If the Purchaser does not make any calls or fails to make such calls in time, the Vendor shall be authorized to deliver the remaining goods in one delivery and to claim immediate payment, or - after a notice term of at least eight days - to unilaterally terminate the agreement and claim damages for the loss and damage suffered by the Vendor, including lost profit.

5. RISK AND TRANSFER OF TITLE

5.1 Immediately upon the purchase the risk for all damage or loss which may be incurred by or to the sold goods shall pass to the Purchaser, unless explicitly agreed otherwise. Title to the products shall not pass to the Purchaser in spite of the factual delivery until the Purchaser has fully paid the amount he is due or will become due in respect of products delivered or to be delivered pursuant to the agreement, including the purchase price, or any other additional payments, interest, taxes and costs due on the agreement under these terms and conditions and any other activities done or to be done pursuant to such agreement. Any sum to be received from the Purchaser shall first of all be applied for payment of such claims as the Vendor might have on the Purchaser and with respect to which the Vendor has not made a retention of title. Thereafter, each and any amount to be received by the Purchaser shall first of all be applied towards payment of all interest and costs due as set out in Articles 9.1 and 9.2.

5.2 Prior to payment in full, the Purchaser shall not be authorized to alienate or encumber the goods, not even if that as a rule belongs to the normal carrying on of the Purchaser's business or if this is the customary destination of the goods. If this prohibition is breached, the purchase price - irrespective of the terms for payment - shall become immediately due and payable in full. The Vendor shall be irrevocably authorized by the Purchaser to take repossession or to have repossession taken of the goods delivered under retention of title without any judicial intervention, demand for payment or notice of default being required. In the event of the Vendor taking repossession the agreement shall not be terminated, unless the Vendor has notified the Purchaser thereof.

5.3 If the Purchaser sells the goods delivered under retention of title, or processes or mixes or has the goods processed or mixed, he does this as a representative of the Vendor and under the reservation, - to the extent necessary - to assign all his rights to the Vendor, without in that way decreasing his liabilities or obligations vis-à-vis the Vendor.

6. QUALITY AND QUANTITY

6.1 The products to be delivered by the Vendor shall consist of various by-products and the quality of the product may therefore vary a great deal. The product may contain foreign elements and/or contaminations divided unequally. The quality of prior deliveries of products under the same name, trial consignments or samples shall only be representative for the quality of (next) deliveries if the Vendor has guaranteed that in writing. The Purchaser shall remain liable at any and all times for the use of or the processing of the bought products.