

General Terms and Conditions of Delivery and Payment, 01-06-2007 of:

Verlinde V.A. Kunststof Leidingssystemen, hereinafter referred to as the "Seller".
Registered in the Chamber of Commerce trade register under no. 09089046.

Leidingssystemen V.B. Service, hereinafter referred to as the "Seller".
Registered in the Chamber of Commerce trade register under no. 09119188.

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Article 1 General

- a.** The following terms and conditions of delivery shall apply to all our offers and every transaction concluded with us.
- b.** Deviating terms and conditions shall only be binding if we have provided advance written verification to that effect. The other party's own terms and conditions [of purchase] shall remain intact insofar as they do not conflict with these terms and conditions. If they do, our terms and conditions shall always prevail, even if precedence is otherwise imposed.

Article 2 Offers, confirmations and prices.

- a.** All our offers including those in our webshop are always free of commitment.
- b.** Tenders issued shall apply for a maximum period of 14 days.
- c.** Transactions shall only be binding upon us if we confirm them in writing or by fax, or once we have started their fulfilment.

Article 3 Dimensions, weights, figures and technical data

- a.** Shall only serve illustrative purposes and shall be free of commitment, typographical errors reserved.

Article 4 Prices

- a.** Our prices stated on our price lists and web shop are gross prices, in euros, excluding Value Added Tax, and valid until the date stated on our price lists and web shop, for each product group and supplier. The prices are stated for each piece, per running metre, or per square metre.
- b.** Our prices are based on factory prices applicable at the time of the origination of the transaction. Before the delivery is made to the Buyer, we are authorised to change the stated prices in a reasonable manner at our discretion.
- c.** If price increase of 10% or more is made, the Buyer is entitled to cancel the agreement within 3 months of its finalisation, if fulfilment is still pending, provided he provides notification of this decision in writing by registered letter within 10 days of receipt of the notification of the price increase.

Article 5 Delivery

- a. All deliveries from the Seller both inside and outside the EU shall occur according to the condition: excluding freight costs, and always to a pre-agreed delivery address.
- b. Freight costs shall be in accordance with the written agreement made by the Seller.
- c. We reserve the right to charge a surcharge for costs for orders under a net invoice amount always to be determined by the Seller (excluding turnover tax).
- d. The goods to be delivered by the Seller shall travel at the risk of our Buyer, which risk transfers to the Buyer as soon as the goods have departed our warehouses, or in the event of third-party delivery or transport, have departed the works or warehouses of said third parties.
- e. The Seller is entitled to cover the goods against risks at our discretion at the Buyer's expense.
- f. The Buyer must inspect all goods delivered by the Seller on the day of delivery and prior to processing by the Buyer. In the event of defects, the Buyer must notify the Seller in writing by fax within one working day of delivery and also send the relevant packing slip.

Article 6 Packing

- a. The full price of the packing calculated by the Seller will be credited provided it is returned in good condition free of freight within 1 month after the date of the relevant invoice.
- b. If the stated period of loan expires without the packaging being returned, we are entitled to charge our buyer for it.

Article 7 Delivery times

- a. The delivery times stated by the Seller are free of obligation and shall only be deemed approximations.
- b. Missing said delivery times, no matter what the cause may be, shall never result in an obligation on our part to reimburse the Buyer for any damage incurred by the Buyer or any third party, nor shall the Buyer thereby be granted any entitlement to cancellation.
- c. The Seller is entitled to deliver an order in its entirety or to make partial deliveries of goods as the goods become successively available.
- d. If we [the Seller] make partial deliveries, we are entitled to demand payment by invoice pertaining to a partial delivery in accordance with the applicable terms and conditions of payment.
- e. The Buyer must purchase goods within 8 working days that the Seller has confirmed and made available.
- f. The delivery period starts for the Buyer upon receipt by fax of our sales confirmation.
- g. The Seller will do its utmost to observe the delivery time. If, after a reasonable extension of the delivery time, delivery has still not been made, the Buyer shall be entitled to cancel the agreement in respect of the delayed/undelivered goods. No matter what the cause, the missing of the delivery time and the consequential cancellation of the agreement shall not give rise to any right on the part of the Buyer to claim damages for direct or indirect damage, regardless of whether the Buyer or third parties have incurred said damage.

Article 8 Cancellation.

- a. In the event of *force majeure* and other circumstances of a similar nature that render it unreasonable to demand that the Seller complete the transaction, including the circumstance that our own suppliers render it impossible to deliver, regardless of the reason, the delivery obligation shall be suspended and the delivery time shall be extended by a time period equal to the time that said circumstances persist.
- b. If there is partial execution, the Buyer shall owe payment for a proportionate part of the total price.
- c. In the unfortunate event of non-compliance on the part of the Buyer with his obligations including the event that he has not made payment by the agreed time, we shall always be entitled to declare the transaction cancelled, without requiring dunning or a notice of default or legal intervention, without prejudice to our claims to damages, while we can also cancel pending transactions, insofar as not yet executed, under the same conditions, with each cancellation resulting always in amounts due becoming immediately due.

Article 9 Payments

- a. Invoices must always be paid within 21 days of the invoice date, without any discount or debt set-off, either at our office, or by transfer to our bank account.
- b. Deliveries outside the EU must be paid in advance of delivery.
- c. Payments made in other ways, particularly to our staff directly, shall only be deemed valid following our written confirmation.
- d. Without prejudice to the provisions above in the final paragraph under 8 and without prejudice to the obligations to pay a credit limitation surcharge, in the event of late payment of all or part of invoice amounts, the Buyer shall be obligated to pay credit expenses on the invoice amounts in arrears, which costs we shall calculate over the invoice amount(s) involved, including aforementioned credit limitation surcharge, according to a credit cost rate of 1.5 per cent per month (which cost percentage we can increase or decrease at our discretion) starting 21 days after the invoice date.
- e. We are also entitled to discontinue delivery of items belonging to the transactions concerned or other transactions.
- f. If we deem it necessary because of late payment to submit our claims for collection to a third party, the Seller may notify the Buyer in writing. As a rule, we will give him a brief period to be determined by us within which the buyer must still satisfy his obligations, unless we deem immediate collection measures necessary. If we decide to take collection measures, the costs thereof shall be entirely for the Buyer's account. We can charge him for the actual costs charged to us, or for an amount equivalent to 15 per cent of the invoice amount owed us, at our discretion.
- g. When it deems such appropriate, the Seller is also entitled to deliver C.O.D. when necessary, contrary to the agreements made.

Article 10 Liability

- a. If the extension of the delivery time should exceed 3 months, then we are entitled to cancel the uncompleted part in full or part, without being obligated to pay any compensation.
- b. Our liability is limited to the items delivered.
- c. In particular, we are not liable for any damage caused to the buyer or third parties, no matter how it may be named and no matter what its cause may be, except that resulting from our own wilful act or gross negligence on our part or on the part of our staff.
- d. We do not accept any liability for loss and/or damage ensuing directly or indirectly from the content of recommendations and/or proposals made by us.
- e. We also do not accept any liability if the delivery time should exceed three months. We are entitled then to cancel the agreement, insofar as not yet completed, without being obligated to pay any compensation.

Article 11 Retention of title

- a. The title to the items delivered by the Seller shall not transfer to the Buyer until the latter has paid everything owed us in respect of the delivery of those goods (including not only the purchase price, surcharges and compensations owed in accordance with these terms and conditions, but also any interest and costs).
- b. Until the title has transferred to the Buyer, the Buyer is not permitted to pledge the items, to transfer their title as collateral or to grant third parties any right whatsoever to them.
- c. In the unfortunate event that our Buyer cannot satisfy his obligations, we shall be entitled to claim the items we have delivered, as previously indicated, for which no complete payment has been received, as our property.
- d. With a view to the repossession of said goods, our Buyer shall be credited for the value that we feel must be attributed to those goods, minus the costs incurred for repossession, without prejudice to our right to compensation of the damage ensuing for us from the matter.

Article 12 Guarantees

- a. The Buyer has checked via the website www.verlinde-groep.nl and via the available technical documentation and is convinced that the purchased goods will be suitable for their purpose. When in doubt, the Seller will check with the manufacturer/supplier at the Buyer's request.

- b.** The goods delivered by the Seller have a guarantee of six months after delivery. If there is an erroneous delivery, the Seller will take back the relevant product and credit the purchase price. The Seller shall never be liable to pay any direct or indirect damages.
- c.** Every form of guarantee shall lapse if the goods are not kept, processed, stored or used in accordance with the technical documentation of the relevant manufacturer, or with the standards that can be assumed for proper treatment.
- d.** The Buyer indemnifies the Seller against third-party claims. The Seller is in no way obligated to pay damages as a result of or ensuing from a flawed product.
- e.** The Seller shall determine whether a product should be repaired or replaced, if necessary in consultation with the manufacturer/supplier.

Article 13 Complaints

- a.** Complaints must be in accordance with Article 5, subsection f.
- b.** Verbal complaints and complaints submitted after the cited period has expired shall not be accepted.
- c.** Complaints regarding goods picked up from our warehouse shall only be processed at the time they are picked up.
- d.** The submission of complaints shall not release the Buyer from payment of the invoice.
- e.** Defects that could not be observed until processing must be immediately reported in writing upon observance. Complaints shall not entail any right to delay in the agreed payment terms.
- f.** Return shipments of goods are only possible with the Seller's express written permission and according to conditions to be set by the Seller.
- g.** No return is possible for items specially ordered from the plant/supplier for the Buyer.

Article 14 Force Majeure

- a.** If the Seller is impeded in fulfilling the agreement with the Buyer because of *force majeure*, the Seller is entitled to discontinue or fully or partially cancel [also see Article 8a] the agreement, without being obligated to pay any damages, and without requiring legal intervention. Immediately upon emergence of the *force majeure* situation, the party in such a situation must notify the other party. *Force majeure* shall be understood to mean: Any circumstance that the party experiencing *force majeure* could not take into account, causing it to be unreasonable for the other party to demand the normal execution of the agreement and which shall also not be for the account or risk of the party experiencing *force majeure*.

Article 15 Disputes

- a.** All agreements with the Seller shall be governed exclusively by Netherlands Law. The Vienna Sales Convention is hereby declared inapplicable. In event of disputes, the competent Dutch court shall have exclusive jurisdiction to rule on the dispute.
- b.** Any events that the Buyer reasonably knows or can presume could be of interest in preventing disputes shall be reported to the Seller by fax within 1 working day with a view to safeguarding the Seller's rights and obligations under this agreement.