

GENERAL CONDITIONS OF SALE AND DELIVERY

De Vos en Moen BV

1) Applicability

- a) These terms and conditions shall apply to all our quotations, sales and deliveries.
- b) Deviating conditions, including any purchase conditions of the buyer will not be accepted by us, unless the contrary has been agreed in writing.
- c) Verbal agreements and/or promises are not binding on us, unless they have been confirmed in writing to the buyer by us.
- d) In the event one or more of these conditions become null and void, the other provisions in these conditions shall remain effective in full force.

2) Quotations and the formation of a contract of sale

- a) All our quotations are without engagement and can be revoked without any prescribed form, even if they have been accepted by the buyer. Revocation after acceptance by the buyer shall have to take place without delay.
- b) An order placed by the buyer shall not be binding on us until we have confirmed such order in writing or have executed it.
- c) Amendment of or addition to the order shall not bind us until we have accepted such change in writing.

3) Prices

- a) All prices quoted by us are exclusive of VAT.
- b) For shipments smaller than the minimum order size determined by us the buyer shall owe us the administrative and transport charges valid at the time of delivery.
- c) In the event we increase our prices, we reserve the right to invoice at the increased prices in respect of orders that have been confirmed in writing, but not yet invoiced. In such case the buyer shall have the right to cancel the order within eight days from the date he was informed of the price increase. In the event the goods have already been produced or the raw materials intended for their manufacture have already been purchased, the buyer shall be obliged to accept the goods ordered at the original price, should we so desire.
- d) If after the written confirmation of an order there are changes in import duties, taxes and/or levies imposed by the government and relating to the goods concerned or the raw materials intended for their manufacture, such changes shall be passed on to the buyer.
- e) If, after an order has been confirmed in writing, the rate of exchange between the currency in the country of origin of the goods concerned and/or raw materials intended for their manufacture, and the Euro is changed, exceeding the rate of exchange valid on the date the order was confirmed by more 2.5%, we have the right to pass on the difference to the buyer.

4) Delivery times

The delivery times referred to in our confirmation of orders shall only be approximate. If the delivery time given is exceeded at any time, this shall not give the buyer any right to claim damages. If exceeding the delivery time is due to gross negligence or intention on our part, we shall only be liable for the damage, if the buyer has declared us to be in default in writing, and the buyer shall grant us a period of at least 50% of

the delivery time originally agreed to fulfil our obligations. In all cases damages shall be limited to a maximum of the net invoice value of the goods to be supplied.

5) Packaging

In as far as the goods supplied by us are provided with a first packaging, this shall not be charged to the buyer. However, in the event the buyer has special wishes with regard to the packaging, or we deem it necessary to use special packaging, the cost involved shall be charged separately.

6) Transport

- a) The mode of transport shall be determined by us.
- b) Shipments exceeding the minimum order size determined by us, shall be delivered DDU (Delivered Duty Unpaid).
- c) If due to force majeure the cost of the means of transport we customarily use exceeds the usual cost, or, at the buyer's request, a more expensive means of transport is used, the extra cost thereof shall be for account of the buyer.
- d) If the goods are collected by the buyer himself, they shall be deemed to have been delivered at the time of collection.

7) Delivery

- a) Reels and/or rolls, as far as films are concerned, shall be delivered net, which shall mean the weight of the goods delivered excluding first packaging and core. Bobbins as far as (tear)tapes are concerned shall be delivered per 1000 meters.
- b) We shall be entitled to invoice and dispatch an executed order once it has been completed; the buyer is obliged to accept such order without delay.
- c) At all times we shall be entitled to deliver part shipments. If an order is executed in part shipments, each part shipments shall be deemed to be a separate transaction.
- d) If with regard to agreed acceptance of an order in part shipments within a certain period, the total quantity of the order has not been accepted within such period, and moreover, if, with regard to agreed acceptance of an order in part shipments, the entire quantity of the order has not been accepted within six months from the date the first part shipment was delivered, without a specific period for acceptance of the total quantity of the order having been agreed, we have - at our discretion - the right to deliver the remainder and to invoice in the usual manner, or to cancel the order, in as far as it has not been executed, without prejudice to our right to claim compensation.

8) Receipt

- a) The copy of the way bill or any other transportation receipt signed by or on behalf of the carrier shall be valid proof of the delivery of the goods mentioned thereon, complete and appearing to be in good condition, unless a note is made on the way bill.
- b) The copy of the way bill or any other documents confirming receipt signed by or on behalf of the buyer shall be valid proof of receipt by the buyer of the goods mentioned thereon, complete and appearing to be in good condition, unless a note is made on the confirmation of receipt.

9) Passing of risk

From the time the goods are delivered the risk lies with the buyer.

10) Storage

If goods and/or raw materials intended for the manufacture thereof are stored by us at the request of the buyer, or if, through negligence on the part of the buyer we are forced to store the above-mentioned goods and/or raw materials, the above-mentioned goods and/or raw materials shall be for account and risk of the buyer, including the risk of deterioration of quality. In such event we shall be entitled to charge the buyer with the storage charges applicable at the time from the agreed date of delivery.

11) Deviations

a) Deliveries shall be deemed to have been executed correctly, if the goods ordered show a deviation from the agreed specifications, either up or down not exceeding:

Quantities up to 500 kg - 25%/+25%
from 500 kg - 20%/+20%

The above-mentioned specifications apply to all types of films and (tear)tapes.

b) If an order is executed with deliveries in part shipments, the execution of the order in its entirety shall be taken into account for the determination of the admissibility of the deviation.

c) We have the right to increase or decrease the purchase price in the case delivery of greater or lesser quantities is allowed.

d) Deviation from the agreed thickness, length or width of goods delivered shall be judged on the basis of a cross-section of the goods delivered and not on the basis of a few exceptional pieces.

12) Claims and complaints

a) In respect of goods with invisible defects, a period of eight days applies from the date the goods concerned are received.

b) Complaints shall not be dealt with by us, if the goods delivered have been processed or if the customary conditions for storage have not been observed.

c) Submitted claims do not exempt the buyer from his obligation to pay.

d) To answer the question whether a delivery outside the admissible limits as laid down in these conditions deviates from the requirements, the delivery shall be judged in its entirety. Defects established in a part of the delivered goods shall not constitute the right to reject the entire shipment delivered, or to refuse acceptance of part shipments not yet delivered.

e) If a complaint lodged is justified, we have - at our discretion - the right to either make a fresh delivery of the goods concerned, or to refund the purchase price in which case the goods concerned shall be put at our disposal in their original and undamaged condition.

f) Without prejudice to the provisions of art. 11, slight deviations in quality, colour, size or finishing, that are customary in business or technically unavoidable, shall not constitute grounds for complaints.

13) Return consignments

Return consignments about which we have not been consulted in advance, shall not be accepted by us.

14) Payment

- a) Payments shall be made without any discount or compensation either at our office or by remittance to a bank account to be advised by us, within 30 days from the date of invoice.
- b) However, we are entitled to demand prepayment or security for the payment of our invoices, also if after a written confirmation of an order we may come to the conclusion that payment for the goods concerned is no longer sufficiently guaranteed. If in the latter case the buyer has not met our demand within 14 days, we shall be entitled to cancel the agreement without judicial intervention, without being obliged to pay compensation.
- c) If the buyer is in default in the payment of a debt on the due date, if a petition in bankruptcy is filed against him or he is granted a moratorium on payments, if the buyer discontinues his business activities, and if the buyer dies, or in case the buyer is a company, if this company is dissolved, the buyer shall be deemed to be in default by operation of law, without a warning or a notice of default being required. In such cases all debts owed to us by the buyer shall be immediately due and payable and we shall no longer be obliged to continue deliveries to the buyer and we shall have the right to dissolve any agreement concluded with the buyer without judicial intervention, without prejudice to the buyer's obligation to pay compensation.
- d) If the buyer fails to pay on time, he shall owe interest on an annual basis of 2.5% over and above the statutory interest.
- e) All costs, both court and other costs, the latter to the amount of 10% of the debt, caused by failure to pay or overdue payment, shall be for account of the buyer.
- f) Payments made by the buyer shall first of all be set off against the costs payable, next against the interest due and finally against the longest outstanding invoice.
- g) We stipulate for the benefit of and, as far as is necessary, also on behalf the other companies belonging to the holding of which we form part, that each of these companies shall as joint and several creditor be entitled to everything the buyer owes or will owe to us, whereby all joint and several creditors are entitled to set off such amount owed against any claim the buyer may have on the creditors concerned.

15) Ownership rights

Until the purchase price has been paid in full, we retain the right of ownership of the goods sold.

16) Force majeure

- a) In case of force majeure we shall be entitled to - at our discretion - either dissolve the purchase agreement concerned in as far as it has not yet been executed, without judicial intervention, or to extend the agreed delivery time by the duration of the force majeure, and in neither the former nor in the latter case shall we be liable to pay damages.
- b) Force majeure shall be understood to include the following circumstances: state of war or state of siege and proclamation of general mobilisation in the Netherlands, in the country of origin of the goods and/or raw materials intended for the manufacture thereof that are to be supplied, intervention by the authorities, requisition of stocks (including raw materials), drastic changes in the rates of exchange, strikes, exclusions, breakdowns in our company, cutbacks in our production due to a shortage of raw and ancillary materials (including sources of energy), floods, fire, transport obstructions and any other circumstance that adversely affect production or

delivery.

c) Any cases of force majeure our suppliers rely on, shall also be considered a case of force majeure on our part.

17) Copyright/industrial property rights

a) The copyright or industrial property right attaching to designs, drawings, patterns etc. produced by us or commissioned by us, are our property. However, we do not guarantee that these designs, drawings, patterns etc. do not infringe any copyright or industrial property right of third parties.

b) If the buyer requests us to take into production a design, drawing or pattern etc. made by him or commissioned by him, he shall indemnify us from any claims by reason of infringement of copyrights or industrial property rights by third parties.

18) Preparation of printing

a) The cost of preparation of printing are for account of the buyer, unless payment of a share in these costs by the buyer has been agreed in writing.

b) Printing material and cylinders shall remain our property.

c) Designs, drawings and sketches made by us shall be immediately returned to us at our request.

19) Liability

a) Without prejudice to the other provisions in these conditions, our liability pursuant to a delivery shall be limited to a maximum of the net invoice value of the delivery concerned. We shall never be liable for damage to goods or persons, that may arise due to the use of goods delivered by us, or for any indirect damage or consequential damage, such as lost profits, loss of turnover, business interruption, stagnation or environmental damage, except in the case of gross negligence or intention on our part (including the executive staff in our company) which the buyer shall have to prove.

b) We shall not guarantee the applicability of goods delivered by us to the intended use or further processing stated by the buyer.

c) We shall not be liable for raw and ancillary materials and/or other goods made available by the buyer under contract.

d) If the buyer requests us to put the EAN symbol or any other code on goods to be supplied by us, we shall do so in the prescribed manner in accordance with the applicable general regulations. However, we shall not accept any liability with regard to practicability of such symbol or code when read by the appropriate equipment.

e) We shall/are not be liable for production mistakes/failures of our supplier(s)

f) All data in datasheets or other documentations of our products are compiled from research, tests and suppliers which are believed to be reliable but are provided for guidance only. Any values are intended as a source of information without guarantee.

The company is not bound contractually unless and until an acknowledgement in writing is made and must be on the company's standard condition of sales. It is recommended that the purchasers independently determine, prior to use, the suitability of the products for their specific purposes. Therefore our client resp. any other user has the responsibility to check by himself if the products are suitable for the final product and/or application and that the final products are in compliance with existing laws, regulations and recommendations. No salesman, representative or agent is authorized to give any guarantee, warranty or make any representation

contrary to the foregoing. Therefore we disclaim any liability for any damages or claims arising from non-suitability of our products for any effected application.

20) Applicable law

The agreement between us and the buyer shall be governed by Dutch law. The application of the United Nations Convention of the International Sale of Goods (CISG) is expressly excluded.

21) Disputes

Any dispute between us and the buyer shall, in first instance, be settled by the competent court in Haarlem, without prejudice to our right to apply to the competent court in the town where the buyer has his registered office.

Haarlem, 4 march 2004

De Vos en Moen B.V.

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