



General conditions of sale Synres-Almoco B. V.

1. General

By placing an order it is assumed that the buyer agrees to these general conditions of sale. Conditions or stipulations of the buyer, which are in contravention or in conflict with the present conditions, shall not apply if they have not been expressly accepted by the seller in writing. If the seller expressly or tacitly does not invoke one or more of the provisions of these conditions or if one or more of them prove to be invalid, the other provisions of these conditions shall continue to apply. The buyer shall not under any circumstances derive any right from the fact that the seller has not invoked one or more of the provisions of these conditions in a given case.

2. Offers, orders

All offers are made without any engagement. Not until the order has been confirmed in writing by the seller has an agreement been concluded. The seller shall, wherever possible adhere to any delivery dates that may have been specified in the order confirmation, although failure does not give the buyer the right to cancel the agreement (save where the delivery date is exceeded by more than 60 working days or if the buyer has expressly specified in writing a last date for delivery, which has been accepted by the seller) and in any event no right to compensation.

3. Increases of taxes, duties, tariffs

If between the time of order confirmation and that of delivery, any increases in taxes on the things sold, duties, levies, insurance of freight tariffs, and the like, relating to the sale are introduced, these are for the account of the buyer.

4. Risk after delivery

Unless otherwise agreed, the delivery of the goods sold shall take place ex works and the risk shall pass accordingly. Agreed conditions of delivery shall be interpreted by reference to the last edition of "Incoterms", as published by the International Chamber of Commerce, without prejudice to the provisions in these conditions regarding the transfer of ownership.

5. Packing

The return of one-trip packing is unacceptable. Returnable packing is only accepted, if in the opinion of the seller it is in good condition and has been returned free of charge.

6. Means of transportation

The buyer shall immediately unload and release any means of transport that may have been used by the the seller, so that no costs or damage, as a result of delay, occur for the seller and the buyer shall comply with all instructions which the seller might give for the return. Where these requirements are not fulfilled, the buyer is liable for all costs incurred as a result of the delay or non-return.

7. Payment and default



All payments must be effected by the buyer in the currency indicated, within 30 (thirty) days after the date of invoice, or within the term indicated on the invoice, without any deduction or discount.

Charges for bank transfers, currency-exchanges or others are not deductible from the invoiced amount and are therewith for the account of the buyer.

Disputes on delivered goods or services can neither be used for suspending any payments nor for making any reductions in the invoiced amount.

After expiration of the payment term, in case of failure to make complete payment, the buyer is in default towards the seller.

This is also the case if the buyer, within the aforementioned term, is declared to be bankrupt or applies for temporary suspension of payment without notice of default.

The buyer shall also be in default without notice thereof if he is declared bankrupt or applies for a suspension of payment of debts within the aforementioned term. No warning or notification shall be required for this default to commence. From the day of the entry of the default until the day of complete payment the buyer is liable to pay interest recoverable on a daily basis of 1.5% per month. Furthermore, as soon as the seller contracts out the collection of the claim, an amount of 15% of the total sum to be collected, will also be for the account of the buyer regardless of the possible expenses of litigation and/or execution and without prejudice to the right of the seller to compensate for the costs actually incurred and interest. The seller is entitled to use payments from the buyer at first to set off against the additional costs incurred by the seller as a result of buyer's default payment before setting off the original amount of default.

8. Retention of ownership

The risk but not the ownership of goods passes from the seller to the buyer as a result of the delivery of the goods. The seller reserves the ownership of the relevant things until the buyer has performed everything which he is obliged to perform in connection with the relevant delivery, including matters which he is obliged to perform on account of any default on his part.

9. Guarantees and liabilities

The seller shall have complied with his obligations to the buyer if the goods are delivered in accordance with the agreed quality specifications. If a particular quality specification has not been expressly agreed, goods shall be of the quality described in the invoice.

Samples shall be provided only by way of indication.

The seller shall not be responsible for the suitability or liable for the unsuitability of the goods for the purpose intended by the buyer or responsible for the correctness or liable for the incorrectness of information and advice provided in respect of the transport, storage use, properties and specifications of the goods delivered or yet to be delivered. In this respect the buyer shall be obliged to check the quality and all other properties of the goods delivered that are of importance to him before they are used or delivered to a third party and in any event within eight days of delivery. Use or delivery to a third party shall be deemed to be unconditional acceptance.

Infringements In as far as the law permits, the buyer accepts all responsibility for the use of the goods delivered and of the products in which or on which they are applied, and he indemnifies the seller accordingly against claims by third parties in this respect. The buyer shall himself be obliged to investigate whether the use or delivery of the goods to a third party constitutes any infringement of the intellectual or industrial property right of third parties, and the seller accepts no liability in this respect.



The seller reserves the right to cancel by written notification to this effect to the buyer all or part of an agreement already concluded if the seller has a reasonable suspicion that the buyer has committed or will commit such an infringement, without the seller being obliged in any way whatsoever to pay compensation.

10. Claims

Without prejudice to the provisions of clause 9, a complaint about the things delivered shall be brought to the attention of the seller in writing immediately after the complaint has been discovered or should have been discovered by the buyer but in any event within eight days of delivery. The buyer shall cooperate in every way required by the seller in the investigation of the complaint by the seller or by a party designated by it. If a complaint of the buyer is judged to be well-founded, the seller shall at its discretion either replace the delivered goods free of charge or make a written arrangement with the buyer as compensation for the damage of the buyer that is directly connected with the complaint, provided always that the liability of the seller for all indirect and consequential damage is excluded and that the liability of the seller and consequently the amount of the compensation is always limited to a maximum of the invoiced amount of the relevant things, after deduction of taxes.

Without prejudice to the above, all rights of the buyer regarding any agreement concluded with him shall lapse upon the expiry of one year after the day on which the relevant goods were delivered or should have been delivered.

11. Force majeure

Without prejudice to the statutory rights of the parties where there is a non-imputable failure in the performance, the seller shall be entitled to suspend the delivery of the goods or to cancel all or part of the agreement in the event of force majeure. In that case the buyer shall not be able to lodge a claim for indemnification against the seller.

The term force majeure includes complete or partial interruption, restriction or discontinuance of either the seller's company or a supplier to them of raw materials, the issue of regulations which restrict, impede or make impossible the production, delivery, transport or the unloading of the goods, mobilisation, war, hostilities, riots, strikes, lockouts, conspiracy of labourers, obstruction of rail traffic or other means of transportation even if these causes are for his account by virtue of the law or legal action or by common consent and/or if these causes were foreseen at the time of the conclusion of the agreement. The seller shall give the earliest information to the buyer on the occurrence of the aforementioned facts and circumstances and inform him on this occasion, whether and to what extent and under what conditions, he will continue the delivery.

12. Cancellation

In case of failure under clause 7, or if the buyer does not comply with any condition contained in this, or any other agreement with the seller, the seller is entitled to immediately cancel all agreements with the buyer, without recourse to law, without notice of default and without prejudice to any rights which the seller might have under these conditions, other agreement, or law towards the buyer for compensation.

13. Title of setting off debts

The seller shall at all times be entitled to deduct or set off any debt or claim of the seller or of any companies belonging to the seller's group of companies from or against any debt or claim of the buyer or any company belonging to the buyer's group of companies.



14. Applicable law, competent court

This agreement shall be governed exclusively by Dutch law. The United Nations Convention on contracts for the international sale of goods, signed in Vienna on 11 April 1980 (Treaty 1981, 104) shall not apply to the agreements concluded under the operation hereof. Without prejudice to the power of the seller to sue the buyer before the competent court of the latter's place of residence, all disputes and differences of opinion which cannot be solved by proper consultation shall be referred to the competent court in the place of residence of the seller in the action.

In the latter case only the District Court in Rotterdam shall be competent to hear disputes, except for appeal and/or appeal in cassation. In the case of legal persons, the place of residence shall be deemed to be the place where the legal person has its seat under its articles of association.

Hoek van Holland

Deposited at the Chamber of Commerce in Rotterdam at 20 March 2004