

GENERAL TERMS AND CONDITIONS OF ROTEC COMPOSITE GROUP B.V.

Article 1

Applicability

1.1 These general terms and conditions apply to all legal relations between Rotec Composite Group B.V. (hereafter referred to as "R.C.G.") and the opposite party (hereafter referred to as "the purchaser"), except for general terms and conditions that may be exercised by the purchaser, and apply on behalf of directors and employees of R.C.G.

1.2 These general terms and conditions have been filed with the Kamer van Koophandel en Fabrieken (the Chamber of Commerce) in Lelystad.

Article 2

Offer and Intellectual Property

2.1 Every offer of R.C.G. is made without obligation and is based on implementation under normal circumstances and during normal working hours.

2.2 All drawings, diagrams, models, etc. produced by R.C.G. remain the property of R.C.G. in perpetuity and may not be wholly or partially copied or shown to third parties without written permission from R.C.G.

Article 3

Prices

3.1. Prices are ex-factory, exclusive of packaging and sales tax charges.

Article 4

Payment

4.1 Payment must be received at the latest within 30 days from date of invoice, unless a different period has been agreed upon in writing, within the agreed upon payment period appearing on the invoice.

4.2. The purchaser is in default after expiry of the agreed upon payment period; the purchaser is, from the time of default, liable for the payment of an additional interest amount at a rate of interest of 1% per month on the claimable amount.

4.3. The purchaser's indebtedness is immediately claimable in the event of liquidation, application for bankruptcy or has applied for suspension of payment.

4.4 Payments made by the purchaser are firstly offset against interests due and costs, and secondly against the oldest invoices due even if the purchaser when making the payment stipulates that the payment relates to a later invoice.

4.5. RCG has the right to suspend further implementation of deliveries or to stop these, until the purchaser has fulfilled his payment obligations. If the purchaser has not fulfilled his payment obligation within the written period stipulated by RCG, RCG will furthermore have the right to cancel the agreement in writing without judicial intervention. In this event, RCG will be entitled to demand security for payment in the interim period. RCG reserves the right, in all circumstances mentioned in this article, to exercise all its rights such as recuperating delivered goods and to claim damages. All goods taken back will be credited at purchase price provided these are in their original condition and the

remaining outstanding balance ought to be paid by the purchaser without delay.

Article 5

Settlement and costs

5.1 The purchaser may not, in any case, appeal to R.C.G. for an adjustment or reduction of the charges.

5.2 All legal and non-legal collection expenses incurred by R.C.G. due to the failure of the purchaser to meet his or her payment obligations will be charged to the purchaser.

Article 6

Ownership and assurance

6.1 All delivered products and products to be delivered remain the property of R.C.G. as long as the purchaser has not fully met his payment obligations arising from any agreement concerning R.C.G.

6.2 If the purchaser establishes a new business making use, in whole or in part, of products as described in 6.1, R.C.G. considers itself to be a party to this business and owner of such products until such time as all obligations as stated in 6.1 have been met.

6.3 The purchaser has no authority to encumber or transfer the products except as is customary in the normal course of business operations.

Article 7

Guarantee

7.1 R.C.G. warrants the absence of defects in products it supplies, during the period which R.C.G. will disclose on request, beginning on the day of delivery, including in particular consideration of 8.1.

7.2 Concerning products or parts of products from third parties, R.C.G. extends to the purchaser no additional guarantee beyond that provided by the supplier in question.

7.3 The purchaser has no recourse with respect to R.C.G. after he has extended use of the delivered products or parts of products to third parties, modified or manipulated the products (or parts) or when the purchaser has used the products (or parts) in any manner other than that described in the user's instructions or when the purchaser has failed to fulfil any other obligation with respect to R.C.G.

Article 8

Complaints

8.1 A complaint should be immediately submitted in writing after the discovery of any defect, with the understanding that, if it concerns a defect observable on the exterior, the complaint must occur within eight (8) days of delivery.

8.2 If a complaint is found to have merit, R.C.G. will repair or replace the product or parts thereof or provide reimbursement, at R.C.G.'s choice. The replaced parts are the property of R.C.G. Reimbursement can only be provided for products whose expiration date has not yet been reached at the time they are returned.

8.3. Minor discrepancies do not constitute grounds for complaint on the part of the purchaser, nor are they grounds for claims of damage or cancellation of the order.

Article 9

Returns

9.1 Products delivered by R.C.G may only be returned following written permission of R.C.G. and under conditions specified by R.C.G.

9.2 Purchaser assumes the costs of return, except in the case that the product has been deemed defective as specified in 7.1.

Article 10

Liability

10.1 R.C.G.'s liability, including extra-contractual liability, is limited to an amount of two times the net value of the invoice of goods not delivered, not delivered on time, or found to be defective.

10.2 In the case that the limitation of liability as stated in 10.1 or an appeal based on such limitation of liability is not accepted by a judge, then the liability of the seller is limited to liability for damage to the property of the purchaser and bodily injury.

10.3 R.C.G. is in no way liable for harm to the business, including lost sales, reduced profits, and harm to goodwill, or for any other form of indirect damage.

10.4 R.C.G. is not liable for damage related to or caused by products supplied to the purchaser by R.C.G. but not produced by R.C.G.

10.5 The liability of R.C.G. for damage arising from or associated with the order is still limited to the amount of coverage extended by R.C.G.'s liability insurance for the incident in question.

Article 11

Force Majeure

11.1. By force majeure is understood circumstances that prevent the fulfilment of the obligation, and that are not attributable to RCG. Hereunder will (if and in so far as these circumstances prevent the fulfilment or make it unreasonably difficult) be included: *a general lack of required raw materials and others that are required to achieve the agreed upon output or services; unforeseen stagnation at suppliers or other third parties upon which RCG depends and general transport problems.

11.2. RCG also has the right to claim force majeure, if the circumstances that (further) prevent compliance came into being after RCG had to comply with its agreement.

11.3. All deliveries- and other obligations are during the force majeure held in abeyance. If, as a result of force majeure, the period in which compliance with the undertakings of RCG is not possible, lasts longer than 10 days, than both parties may rescind the agreement without there being a case to claim damages.

11.4. If RCG has at the start of the force majeure already partially met its obligations, RCG is entitled to invoice the already delivered part or, as the case may be, the deliverable part and the purchaser is obliged to settle this invoice as if it concerned a separate contract. This however does not apply if the delivered or, as the case may be, the deliverable part has no value on its own.

Article 12

Calamities

12.1. Under calamities is understood circumstances which prevent the fulfilment of the commitment and which are not attributable to RCG. Hereunder will be included (if and as far as these circumstances make it impossible or make it unreasonably difficult): *unforeseen circumstances that make the production or the delivery of the product impossible among which fire and catastrophe from outside * has obtained suspension of payment * being in a state of bankruptcy.

12.2. RCG may also profess calamity if circumstances prevent further implementation while (further) complying come into being after RCG had to comply with its commitment.

12.3. The deliveries- and other obligations of RCG are in case of a calamity, suspended and RCG may annul the agreement without there being a recourse to claim damages.

12.4. If RCG at the start of the calamity has already partially met its obligations, then RCG is entitled to invoice the already delivered part or, as the case may be, invoice separately the part to be delivered and the purchaser is obliged to settle this invoice as if it related to a separate contract. This however does not apply if the delivered or, as the case may be, the deliverable part has no value on its own.

Article 13

Applicable law and authorised judge

13.1 For all legal relations between R.C.G. and the purchaser, Dutch law applies, except for matters where the Vienna Convention on Contract for International Sale of Goods may apply.

The authorised judge in Lelystad has exclusive jurisdiction in all matters concerning differences that may arise as a result of any agreements or implementation of agreements between R.C.G. and the purchaser, as well as all differences concerning these terms and conditions.