

Koninklijke Utermöhlen NV

General Terms of Sale and Delivery for Deliveries outside The Netherlands

Article 1: Definitions

In these General Terms ('Terms') 'Supplier' means the public limited company KONINKLIJKE UTERMÖHLEN NV, having its registered office and place of business in Wolvega, The Netherlands. 'Buyer' means any legal entity and its representative(s), authorised representative(s), successor(s) in title and heirs, who has (have) entered into an agreement with the Supplier on the sale and delivery of goods ('Agreements').

Article 2: General

The Terms apply to the conclusion, contents and execution of all Agreements (including follow-up orders) between the Supplier and the Buyer. Any variations from the Terms must be agreed in writing. The applicability of any other standard terms are hereby dismissed explicitly.

Article 3: Agreement

Unless expressly stated otherwise all offers of the Supplier are subject to contract and an Agreement is made after an order of the Buyer has been accepted in writing by the Supplier. Variations from Agreements are binding on the Supplier only if agreed in writing. Undertakings from representatives or intermediaries of the Supplier that deviate from the Terms are binding on the Supplier only after written confirmation by the Supplier. In the event of conflicts between the order confirmation, quotation and the Terms the first mentioned prevails over the next one mentioned.

The Supplier reserves the express right to refuse orders from the Buyer if the Supplier considers the Buyer's creditworthiness insufficient for the monetary performance of the Agreement, such as the Supplier's sole discretion.

Article 4: Prices

Unless expressly stated otherwise all prices quoted by the Supplier are exclusive of turnover tax, packaging, transport, insurance and any other costs and are valid for 30 days. All prices are based on the exchange rates, (import) duties, taxes and levies applicable at the time of conclusion of the Agreement. If after expiry of three months of conclusion of the Agreement one or several cost price factors have changed the Supplier has the right to pass on such changes in full or in part.

Article 5: Delivery

Unless expressly agreed otherwise in writing, delivery times are not fatal. Excess of delivery times, whether or not fatal, will never entitle the Buyer to compensation of any direct or indirect loss, sustained by the Buyer or third parties, unless caused by wilful intent or gross negligence on the part of the Supplier or its immediate superiors. Title to and risk in the goods will not pass to the Buyer until delivery of the goods to the Buyer. The Supplier has the right to deliver an order or contract in full or in parts. Partial deliveries may be invoiced to the Buyer separately. The goods will be delivered ex works. For deliveries of less than EUR 1,000 exclusive of VAT a handling fee of EUR 40 exclusive of VAT will be charged.

Article 6: Returns

Upon receipt of the goods the Buyer must check whether the goods are undamaged and comply with the order. Damaged or wrongly delivered goods will be collected and credited by the Supplier free of charge at the request of the Buyer insofar as can be reasonably expected of the Supplier, provided that the Buyer has notified the Supplier in writing within 8 days of receipt of the goods of the wrongly delivered and/or damaged goods. Any liability of the Supplier for defects in the goods and the right to return those will lapse if the Buyer has not notified the Supplier in writing within the said term. If goods are returned wrongly the costs will be paid by the Buyer. To control the damage the Buyer will follow the Supplier's directions with regard to the goods. If upon delivery the Buyer refuses the goods the costs of taking back and re-delivering the goods will be charged to the Buyer.

Wrongly delivered goods are taken back only if the following conditions are met:

- Products are packaged per complete outer carton
- Outer carton and contents are undamaged
- Only goods with original coding / labelling
- Only goods in original, undamaged packaging

After deduction of the costs of shipping and taking back the goods, the goods are credited in full or in part, at the discretion of the Supplier.

Article 7: Ownership of drawings, etcetera / intellectual property

Unless otherwise agreed all intellectual property rights in the products supplied by the Supplier vest in the Supplier. The Buyer undertakes to honour those intellectual property rights and not to infringe these in any manner whatsoever. If the parties agree that the Buyer acquires a licence for the products made by the Supplier by order of the client the licence will encompass the first use only and, if applicable, the first edition only. If the Buyer wishes to use the Supplier's design for a purpose other than set out in the Agreement the other party must explicitly request the Supplier's consent. The Supplier does not accept any liability for any infringement by the goods produced by order of the Buyer of the intellectual property rights of third parties.

Article 8: Payment

Unless otherwise agreed payment must be made prior to delivery. If the Buyer contests an invoice, it must notify the Supplier in writing by the due date at the latest. Contestation of an invoice does not suspend the payment obligation for the non-contested part of the invoice. If payment has been agreed in another currency than Euros, and payment is not made within 30 days, the Supplier has the right to charge any exchange rate fluctuations to the Buyer. If the Buyer still fails to pay an invoice in time, the Buyer will be in default by operation of law. In that case the Supplier has the right to engage a collection agency and the Buyer will be required to pay all judicial and extrajudicial costs in full, which will be set at a minimum of 15% of the total invoice amount. Any payment by the Buyer will be applied first towards payment of the interests due and then towards payment of the costs incurred by

the Supplier. Only after these amounts have been paid, will payment be applied towards the principal sum. The Buyer does not have the right to set off any claims. Complaints about the goods will not suspend the Buyer's payment obligation. The Supplier always has the right, also in the execution of the Agreement, to demand that the Buyer makes advance payment of orders or otherwise provides security. The Supplier further has the right to demand security from the Buyer for future deliveries.

Article 9: Retention of Title

All goods delivered by the Supplier under the Agreement will remain the Supplier's property until the Buyer has duly performed all its obligations under the Agreement(s) made with the Supplier. As long as the Supplier has retained title to the goods sold the Buyer may dispose of the goods sold only for treatment or processing by the Buyer or onward supply in the normal course of business. The Buyer must always do whatever may be reasonably expected of the Buyer to secure the Supplier's property rights. If third parties wish to create or enforce any right in the goods delivered subject to retention of title the Buyer must immediately notify the Supplier. In the event of late and/or partial payment by the Buyer and in the event of (application for) suspension of payment, bankruptcy or liquidation of the Buyer's business the Supplier has the right to take back the goods delivered to the Buyer upon first demand without any notice of default or judicial intervention being required. The Buyer will so enable the Supplier and hereby authorizes the Supplier to take back the goods in such event.

Article 10: Liability

The goods delivered by the Supplier must be used and/or processed in accordance with the instructions and/or directions on the packaging. The Supplier is not liable for the consequences of inappropriate and/or incompetent use of the goods. Save in the event of wilful intent or gross negligence on the part of the Supplier or its immediate superiors the Supplier's liability will be limited to compensation of direct loss up to the amount paid by the Supplier's insurer in such event. In the absence of insurance cover of such event or in the event of non-payment by the insurer the Supplier's liability will be limited to the invoice amount for the delivery in question. Direct loss will be solely understood to mean the reasonable costs of determining the cause and extent of the loss, insofar as related to loss as defined in these Terms, any reasonable costs of making the Supplier's faulty performance comply with the Agreement, insofar as the loss can be attributed to the Supplier, and any reasonable costs of preventing or controlling loss or damage, insofar as the Buyer can demonstrate that such costs have resulted in controlling the direct loss as defined in these Terms. The Supplier will never be liable for indirect loss, including consequential loss, loss of profit, lost savings, and loss due to business interruption. Any liability of the Supplier will lapse if the Buyer does not notify the Supplier in writing within one month of discovering the loss and at any rate within one year of delivery of the goods.

Article 11: Force Majeure, Suspension and Dissolution

In the event of force majeure on the Supplier's part or that of its suppliers, including strikes, delays in the supply of raw materials and/or semi-finished products, port strikes and fires the Supplier has the right to suspend its obligations under any Agreement with the Buyer for the period of force majeure or – if the event constituting force majeure continues – to dissolve the Agreement in whole or in part without being required to pay compensation of loss.

In the event that:

- The Buyer does not comply with its obligations under an Agreement;*
- The Buyer is declared bankrupt or is granted suspension of payments or files a petition for either; or*
- The Buyer loses the power to dispose of its capital or part thereof or is at risk of losing that power*

all of the Supplier's claims will become payable in full and immediately and the Supplier has the right to dissolve or suspend the Agreement(s) with the Buyer with immediate effect without the Supplier's right to compensation. The Buyer is required to immediately notify the Supplier if any of the events listed under b) and c) occur.

Article 12: Applicable Law and Disputes

All Agreements between the Supplier and the Buyer will be governed by Dutch law only. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is hereby excluded. All disputes between the Supplier and the Buyer will be submitted to the competent Court of Amsterdam only or, at the choice of the Supplier, be settled by arbitration in accordance with the Arbitration Regulations of the Dutch Arbitration Institute. In the event of arbitration the arbitration tribunal will consist of one arbitrator unless the Supplier chooses to have three arbitrators. The place of arbitration will be Amsterdam and the arbitration will be conducted in English. The arbitration tribunal will decide by the rules of the law.

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