GENERAL CONDITIONS of Suzo International (Nederland) B.V.
 Registration number: 23084035

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 Our general terms and conditions consist of two parts. Part II is solely applicable on offers made to consumers and continons Suzo International (professional clients)) are applicable, with exclusion of Part II Part II (Beneral terms and conditions Suzo International (professional clients)) are applicable, with exclusion of Part II Part II (Beneral terms and conditions
 Registration number: 23084035 VAT Identification number: NL007187312B01

General terms and conditions Suzo International (professional clients) 1. Applicability

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Applicabian Applic Indess it has been agreed explicitly otherwise in writing, these general conditions shall apply to all our invitations to make an offer, offers and/or o accepted by us; they shall prevail over any of the principal's general conditions whatsoever, even if these last conditions contain a provision about

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- 2. Others All our offers shall be without obligation. All our offers shall retain their validity during a one-month period, unless explicitly provided otherwise. With regard to others of which the principal should reasonably understand that the offer or any part thereof contains a clear mistake or clerical error, the
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 In so far a

 Article 2. Offers

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 All our offer

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- With regard to offers of which the principal should reasonably understand that the offer or any part thereof contains a clear mistake or derical error, the principal cando expect performance. All our offers are based on delivery and/or execution under normal circumstances and during normal working hours. Information provided in catalogues, alliburations, drawings, statements of veriphs and messares, calculations and other particulars supplied by us shall not be except insofar as they have been included explicitly in a contract signed by us or a confirmation of sale signed by us. If delivery or execution is to be effected in accordance with our technical drawings that are subject to the principal's approval, the delivery or execution shall be effected as soon as we have received these drawings approved by the principal. **3. Ouronship of designs** Drawings, calculations, descriptions, models and tools, if applicable, that are furnished by us shall remain our property even if the principal has been charged for them and/or the order was accepted or executed by us. They may not be copied or otherwise multiplied nor provided or made available for inspection to third parties, unless needed to execute the agreement. **4. Agreement** Arti 3.1
- Artic 4.1
- 4.2
- for them and/or the order was accepted or texcuture or two reasons. Hind parties, unless needed to execute the agreement. 4. Agreement An agreement shall be concluded on the day the contract has been signed by us or, if applicable, on the day the confirmation of sale has been mailed or made available electronically by us to the principal or on the day we started carrying-out the order. Oral promises by and/or arrangements with our employees shall not be binding to us, unless confirmed by us in writing or electronically or unless we have started carrying-out the order. Pursuant to the agreement we shall have the right to charge the principal separately for any additional work that we have carried out as soon as the amount to be charged for this work is known to us. Additional work shall mean any goods or services we shall supply and/or install either at the request of or by order of the principal or by the order of third parties, or as a corsequence of new or changed regulations, in addition to the goods or services supplied and/or installed pursuant to us offers, our confirmation of the order and/or the agreement. 4.3
- Article 5. Price
- Price prices given by us shall apply to delivery ex warehouse of our principal place of business in the Netherlands, unless explicitly agreed otherwise. prices shall be in euro (EUR) and excluding WIT and other governmental levies and taxes, unless explicitly agreed otherwise. The case of orders inside the Netherlands of less than EURS of administration expenses shall be charged; the same applies to export orders under EUR 250. 5.1 5.2 5.3
- Art 6.1 6.2
- In the case of orders inside the Netherlands of less than EUR S0 administration expenses shall be charged; the same applies to export orders under EUR 256 **6. Risk clause** The prices stated in our offers are based on the cost price elements applicable on the date of these offers. If the prices of raw materials, material, equipment, parks, energy, vages, social insurance contributions, taxes, interest and/or other cost price elements are subject to any increase during the period between the date of offer and the date of delivery and/or completion of the work, we shall be entitled to raise the agreed price accordingly even if the cost price increases were foreseeable at the time of the offer. Price increases due to currency futuations and charges against the euro in the value of foreign currency in which any payment related to the delivery or execution is due, shall be for the account of the principal. **7. Tansnort**
- 6.3
- Arti 7.1
- 7.2
- 7.3 7.4
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- execution is due shall be for the account of the principal.
 F **arrango**¹
 Unless agreed otherwise in writing, the loading and unloading and the transport of the goods referred to in the agreement shall be at the risk and expense of the principal or any shipments or the three right and required a statement on the waybill that all damage during transport is at our risk. Cools delivered by us are insured against transport dimage with a transport of the goods referred to in the agreement shall be at the risk and expense of the principal or BLIP Stopper event.
 The principal shall be responsible for the report of any damage to the carrier and the consignitor more ways flamets to bus shall in any event on receipt of any damage do bus states in the damage has been established or could reasonably have been established, and shall in any event on receipt of any damage do bus states to be determined by us, without any labbility and without any obligation to return packaging, unless return is required pursuant to the EU Directive S4462/EC on packaging and packaging waste.
 We reserve the right to delivery of the report of any constrained by us, and the reserve shall be uncipaled for the packaging and packaging waste.
 Bettery and there delivery and the delivery data respectively shall commence at the latest of the following events: (a) the day of execution of the agreement: (b) the day we received the documents, information, permits, exemptions, approvals and suchike necessary for us to the be considered as strict deallines. In the case of alter delivery of the maximum in instalment is able on order.
 Delivery prioris stated by us are not be considered as strict deallines. In the case of the particular of the agreement in instalment is able on order.
 Delivery prioris been agreed and the first instalment is due upon order.
 Delivery prioris bas been agreed and the first instalment is due upon order.
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- reason whatsoever 10% or less of the goods included in the agreement cannot be delivered, the principal shall not be released from any obligation s under the agreement. Any goods lacking will be delivered by us as soon as possible subject to the conditions of the original agreement. 8.5

- 14. A currequest, the principal shall sign a transfer protocol stating that the goods have been delivered complete and in varking condition, notwithstanding marked in 1 for any reason whitesome they goods licely be delivered by as son as possible subject to the conditions of the original agreement. *Article 8. Prymeth*15. All payments are to be made without any deduction or set-off within thirty days after invoice date, unless agreed otherwise.
 19. All payments are to be made without any deduction or set-off within thirty days after invoice date, unless agreed otherwise.
 19. All payments are to be made without any deduction or set-off within thirty days after invoice date, unless agreed otherwise.
 19. The same however an order to given to private back the back transfer or other security to secure his deligations of payment prior to be delivery of the pools or ray work or before continuing the execution.
 19. We shall all limes be entitied to requise the privicipal tails to meet the payment of dulta a dulta and is addition all estiputidatia expression of the idelication of payment prior to be delivery of the pools or ray work or before continuing the execution.
 10. How contain all means the entities of rate 13, the crinical back transfer and the secure biologitons or b privical a back the more hand to accure the privical meets and as addition and the case of delivery gate to delivery on the pools are considered to back delivered in accord case with the privical meets (a) delivery delivery delivery delivery of the delivery or execution until the principal fail to meet the gate meets and addition and the privical delivery del

- beams globase. The event of delivery of used materials or goods in consultation with the principal no warranty is given by us, unless agreed otherwise in writing, a allegedly not fulfilling of our warranty obligations shall not release the principal from the obligations that result for him from any agreement concluded 11.9 11.10
- us. all not be bound to any form of warranty if the principal has not properly or timely fulfilled all his obligations that results from the agreement concluded
- 11.11
- We shall not be bound to any torm of warranty if the principal has not property or timely fulfilled all his obligations that results from the agreement clockled with us or from an agreement related thereto. Complaints in respect of defects are to be made as soon as possible in writing on submission of the delivery note and provided that: in the event of externally visible defects a complaint rust be submitted at the latest within leigh todays after receipt of the goods, and in the event of not externally visible defects a complaint rust be submitted at the latest within leigh todays after receipt of the goods, and in the event of not externally visible defects as the there are shown that the submitted at the latest within leigh the relatest after expiry of the warranty period. In the event any of the terms is exceeded all claims against us in respect of the relevant defects shall cease. In respect of the goods supplied but not made by us, our liability under the warranty is limited to the liability under the warranty of the supplier/manufacturer of these nons to us. 11.13
- lished that the compliant is unfounded, the principal shall bear all our costs incurred, including our costs of examination 11.14
- Article 12. Liability 12.1 Our liability pu
- 12.2
- 12. Lability Control to this agreement shall be explored with the performance of the colligations that we have undertaken under the warranty as set out in article 11 above. Any further lability either for direct or indirect damage, expenses and interests shall be explicitly excluded. Without projects to the provisions and article 11, account of an article 11, account of the segment shall be explicitly excluded. Without projects to the provisions and article 11, account of article 11, account of the segment shall be explicitly excluded. Without projects to the provisions of article 11, account of the segment shall be explicitly excluded. Without projects the three yours and article 11, account of a trace 11, account of the segments. (b) the provided of delivery is exceeded due to circumstances that are a direct or indirect result of a constrained of the segments. (b) the provide of delivery is exceeded due to circumstances that are not to be imputed to use. (c) damage that should be caused directly or indirectly to persons, goods or the business that may artice for use a direct or indirect result of claims brought against us in or out of count by third parties in connection with the performance of the agreement. Electronic components. In any artice for us as a direct or indirect result of claims brought against us in or out of count by third parties in connection with the performance of this agreement. Electronic components. (b) the provide advect or or this device to the the second or or or operations of the count of the co 12.3

- If the principal does not, not properly or not timely fulfil any of his obligations under the agreement concluded with us or from an agreement related thereto or if

It is subject to serious doubt whether the principal is able to fulfil his contractual obligations to us, and also in the event of an official moratorium, bankruptoy, stoppage, liquidation or full or partial transfer of the principal's business, the principal shall be in default and we shall be entitled without notice of default and without judicial interposition after written notification to the principal to suspend the performance of each of these agreements during a period not exceeding six months or to rescind the agreement in full or in part without being liable to pay any compensation or to any warranty and without prejudice to any further rights to which we are entited. In case article 13.1 is applicable, all obligations of the principal under the agreement shall become immediately due and payable with douction of the instalments already paid and the expenses not yet made by us and the principal shall be obliged to pay the above mentioned amount and to take the matters included therein into his possession, in default of which we shall be obliged to have these goods stored at the principal's expense and risk or to sell them for his account.

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- account. 13. In the event of force majeure, which shall mean any circumstance beyond our control even if it was to be foreseen at the time of entering into the agreement pursuant to which performance of the agreement cannot reasonable be required from us, we shall be entitled which judicial intervention upon written notification to the principal effect to asystend the performance under the agreement during a maximum of six months or to rescind all or part of the agreement without being obliged to gay any compensation or fine, even if this fine was agreed in writing. Article 14. Return shipment of the goods Return of the goods shall require our prior approval and is to be made free of charge stating the RMA number and with enclosure of a copy invoice of the

- relevant goods. Article 15. Proof of administration 15.1 Without prejudice to the possibility of proof of the contrary our administrative records shall be decisive concerning this agreement
- Without prejudice to the possibility of proof of the contrary our administrative records snall be decave concertaing una equetariant. **cle 16.** Applicable law / competent judge All agreements to which these conditions apply in full or in part shall exclusively be governed by Netherlands law, excluding the Vienna Sales Convention United Nations Convention On Contracts For The International Sale Of Goods of 11 April 1980) and provided however that with respect to goods delivered in a country outside the Netherlands the tilt eretation certered to herein shall be govered to United extent possible and in particular in its scope by the laws of the country outside the Netherlands the Utile restorement and be govered to United extent possible and in particular in its scope by the laws of the country outside the Netherlands the Utile restorement of or in connection with an agreement shall, subject to mandatory law, be brought, to the exclusion of an other court. Peters the court Rotterdam that has jurisdiction in respect of the dispute, unless we should choose to submit the dispute to another court with jurisdiction in respect of the matter.
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- 17.1 17.2
- jurisocion in respect or me mater. 17. Inspection and lessing 11 inspection and/or testing is agreed upon in writing, this article 17 shall also apply. The principal shall give us the opportunity to conduct pre-tests. The principal shall timely provide all auxiliary equipment, auxiliary and industrial materials, water, energy, heating and lighting necessary thereto at its own risk and account. We shall be provided the opportunity to meet any complications made by the principal in connection with the test conducted, before the system can be reject or We shall be provided the opportunity to meet any compliants made by the principal in connection with the test conducted, before the system can be reject or 17.3
- 17.4 17.5

- 18.1
- Water, energy, nearing and ingining necessary interior at its own insk and account. We shall be provided the opportunity to meet any compaints made by the principal in connection with the test conducted, before the system can be reject or refused. The costs of inspection shall be for the account of the principal. The inspection have used his right thereto, the goods are presumed to be approved. **18**. Assembly and installation if assembly and installation is agreed upon in writing, this article 18 shall also apply. The principal is responsible towards us for correctly and timely performing all installations, provisions and/or conditions necessary for the installation of the products to be installed and/or for the correct operation of the goods when assembled, unless and insolar this performance is done by or on behalf of us according to particulars provided by us and/or our drawings. Without prejudices to the article 12.2 above, the principal shall in any case at his own expense and risk attend to that. (a) our employees can start and continue their work during normal working hours from the moment they arrive at the place of installation and/or all provisions under operations (d) the assigned place of erection is fit to strage and installation; (e) the necessary toxeliable depositories for materials, tools and dure goods are available; (f) the necessary and sual ancillary working, auxiliary tools, auxiliary and industrial materials (including beids, oli and greases, cleaning and other goods are available; (f) the necessary and sual ancillary working, auxiliary tools, auxiliary and industrial materials (including beids, oli and greases, cleaning and other small materials, age, water, and using an other of charge; (g) all necessary safely and precautionary measures have been taken and on the maint materials including beids over ment regulations with respect to installation; (f) the mainted products are at the right place at the beginning of and during the installation. 18.3
- 18.4

- 18.4 Damages and costs within a sevene service account.
 Part II General terms and conditions Suzo International (consumers)
 Article 1. Definitions
 In these general terms and conditions (consumers) the following terms have the following meaning:
 Consumer: a natural person who is acting for purposes which are unside his trade, business or profession:
 Right of withdrawal: the right of the consumer to withdraw from the distance contract within the reconsideration period as referred to in article 6 below;
 Distance contract: a contract under an organised distance contract within the reconsideration period as referred to in article 6 below;
 Article 2. Applicability
 Article 2. Applicability
 Article 3. Definitions
 Article 4. Definitions
 Article 4. Definitions
 Article 2. Applicability
 Betware contract contract concluded with a consumer to within the econsumer so more means of distance communication.
 Article 3. Definitions
 Article 4. Definitions
 Article 4. Definitions
 Article 4. Definitions
 Article 4. Applicability
 Betware de opticity otherwise in writing, these general terms and conditions shall apply to all our offers to consumers (and region base) for a or more means of distance communication.
 2.2 By giving an order to us the consumer is considered to have fully agreed to the exclusive applicability of these general terms and conditions.
 2.3 Before the distance contract is concluded the lead of these terms and conditions can be examined at our offices that they will at the request of the distance contract is concluded the lead of the externs and conditions can be easily stored on a durable mediane will the is not reasonably possible, it shall be end the distance contract is concluded by orther was reserved to these terms and conditions can be easily stored on a durable mediane information (a) or univers the of these terms and conditins can be easily stored on a durable
- - to the photo remains your, A **Contract** The contract with the consumer is concluded as soon as he has accepted our offer and has complied with all obligations set out therein. In case the consumer has accepted the offer electronically, we will forthwith confirm the receipt of the acceptance electronically. We shal ultimately on the time of delivery of the goods to the consumer provide the following information in writing or on another durable medium available and accessible to him: (a) our geographical address of the place of business to which the consumer may address any complaints; (b) written information on the conditions and procedures for exercising the right of the information act out in article 3.2 Hereof, unless provide to the information of ther-asies services and guarantees which exist; (b) the information act out in article 3.2 Hereof, unless provided to the consumer prior to the execution of the existing of the information on the constance prior to the execution of the existing of the the information on the constance prior to the execution of the information act out in article 3.2 Hereof, unless provided to the consumer prior to the execution of the execution of the experiment of the execution of the existing of the the execution of the existing of the execution of the existing of the execution of the ex 4.1 4.2 4.3
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 - the continuous and processors and unreasons which exist; (d) the information set out in article 3.2 hereot, unless provide us are consistent prior and existing agreement. de 5. Right of withdrawal in case of a distance contract the consumer; if purchasing goods, has the right to withdraw from the distance contract without giving any reason during a period of seven verking days. The reconsideration period starts on the day immediately after the receipt of the goods by the consumer and made known to us beforehand. During the reconsideration period the consumer shall treat the goods and packaging multitude care. He shall unpack or use the goods only to the extent necessary to access as to whether he wants to keep the goods. If consumer desires to exercise his right of withdrawal, he shall here the consumer shall react the goods and packaging, in a coordance with our instructions. de 6. Casts in case of withdrawal If the consumer arearcises his right of withdrawal, he shall bear the costs of returning the goods. If the consumer arearcises his right of withdrawal he shall bear the costs of returning the goods. If the consumer arearcises his right of withdrawal referred to under article 5.1. de 7. Exclusion of the right of withdrawal in the graded to the products: (a) which are supplied to the consumer's specifications of the consumer; (b which are clear by personalized; (c) which, by reason of their nature, cannot be returned. The right of withdrawal is only excluded in case we warehouse of our principal place of business, unless explicitly agreed otherwise. All prices shall be in euro and excluding in a warehouse of our principal place of business, unless explicitly agreed otherwise. All prices shall be in euro and excluding that of withdrawal to develop experimental levies and taxes, unless explicitly agreed otherwise. All prices shall be in euro and excluding to the the of delivery to the consumer to the trepresentative appointed by the consumer and We shall hear the risk of damaages or loss os t 5.2

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- All process shall be in europer and an exclusing with allo users portentinement active and active sequency tages and active acti 9.2

10.1 We shall carry out the orders accepted by use expeditiously but ultimately within 30 days, unless another delivery term has been agreed upon.
10.2 The goods are considered to be delivered as soon as they have been made available to the consumer in accordance with the terms of delivery.
Article 11. Payments
11.1 Unless agreed otherwise, the consumer shall pay all sums due within seven days after the reconsideration period started as referred to in 5.1 above without any deduction or set-off.
12.1 If the consumer does not pay when due, he shall be considered in default ipso jure and we shall be entitled without any notice of default to charge him the statutory interest from the due date and in addition all extrajudicial expenses.
13.1 an case the oncommer fails to meet his payment dbigations, we shall be entitled to buspend the delivery until the consumer has met his obligations.
Article 12. Conformity and complaints
12.1 We examt that the goods are suitable for ther than normal use.
12.1 We usern that the goods are suitable for ther than normal use.
12.2 We shall meet all composite and safeguard the goods against any fraudulent manipulation. However we do not warrant that the goods are suitable for ther than normal use.
12.2 We shall meet all reasonable requirements of soundness and/or usability within dard and are protected against all forms of fraudulent manipulation or other distonest use.
12.3 We cannot be held lable in the event: (a) default are success or ther distonest use.
13.4 we have the held helds or a duration of the contract. If so agreed, we also warrant that the goods are suitable for the orbits are caused by partly the consumer or nor nor nor to they compliance with operating the installation, repair or pating hinds are hold or partly the consume or nor nor nor nor misuse by the consumer or any third partly. Including the installation, repair or pating hind partly the consumer

12.6 If it is established that the compaint is unnounced, the consumer shall bear all our costs incurred, including our costs of examination.
 Article 31. Libbility
 13.1 Our liability pursuant to this agreement shall be explicitly limited to performance of the obligations that we have undertaken under the warranty as set out in article 12 above. Any further tability, either contract or undertaken under the warranty as set out in article 12 above. Any further liability, either contract or undertaken under the warranty as set out in article 12 above. Any further liability, either contract costs and interests shall be explicitly excluded.
 13.2 Without prejudice to the provisions of article 12, except in the event of intent or will/i recklessness on our part, we shall not be liable for expenses, damage and interests that are a direct or indirect direct or indirect damage, expenses and interests that we applicitly excluded.
 14.16 4. Force majeure
 In the event of force majeure
 In the event of force majeure
 In the event of force majeure either to suspend the performance beyond our control - even if it was to be foresseen at the time of entering into the agreement - pursuant to which performance of the agreement canont reasonable be required from us, we shall be entitied without judical intervention upon written notification to the consumer either to suspend the performance that the agreement without being obliged to pay any compensation or fine, even if this fine was agreed in writing.
 Article 15. Return shipment of the goods.
 Article 16. Force of administration
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 Article 17. Unitation period
 Motivitistanding article 5, the return of the conduct.
 Article 14. Encot administration
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Without prejudice to the possibility of proof of the contrary our administrative records shall be decisive concerning this agreement.
Article 17. Limitation period.
Notwithstanding the statutory limitation periods, the limitation period of each claim and defences against us and third parties engaged by us to execute the contract to one year, unless agreed otherwise.
17.2 Article 17.2 is not applicable on claims and defences that based on facts indicating that the goods delivered do not comply with the agreed terms. These claims and defences are barred two years after the consumer has informed us of such nonconfimity.
Article 18. Applicable law / competent judge
18.1 All agreements to which these conditions apply in full or in part shall be governed by Netherlands law.
18.2 All disputes that might arise during the performance of or in connection with an agreement shall, subject to mandatory law, be brought, to the exclusion of any other court, before the court Rotterdam that has jurisdiction in respect of the dispute, unless we should choose to submit the dispute to another court with jurisdiction in respect of the matter.

This document is a translation of our general conditions in Dutch. In case of any differences between the original Dutch version and this translation, the Dutch version shall prevail. These general conditions shall take effect on 1 December 2011 and are filed at the Chamber of Commerce of Rotterdam under number 23084035