

## GENERAL TERMS OF SALE AND SUPPLY OF INTERSERVICE TRADING B.V.

Residing at Schoenmakerij 3,  
Zevenbergen, Holland

Chamber of Commerce registration no.  
20107694

### Clause 1

Sales and supply are strictly in accordance with these General Terms of Sale and Supply. Terms and conditions in contrary to the terms of Interservice Trading B.V. are only valid in case these are confirmed by Interservice Trading B.V. in writing. Should buyer/principal handle terms in contrary to the General Terms of Sale and Supply of Interservice Trading B.V., these present General Terms of Sale and Supply will be applicable only.

### Clause 2

All offers, both verbal and in writing, are subject to the final confirmation of Interservice Trading B.V.. They will never imply supply respectively execution obligations. Interservice Trading B.V. will never be committed unless explicitly confirmed in writing. Quotations will be made strictly in accordance with prices ruling at time of purchase/order.

### Clause 3

The order, respectively agreement, is to be executed within a certain period to be determined by both parties. Interservice Trading B.V. will execute the order/agreement in a way and during a within the determined period convenient time, which Interservice Trading B.V., taking into account the buyer's/principal's interests, appears suitable for that purpose. Exceeding of the period in which the order respectively agreement is to be executed, is no reason to dissolve the agreement or withdraw the order and can never lay claim to any kind of compensation.

### Clause 4

Unless specifically agreed otherwise, payment concerning the sold and supplied goods, respectively the executed order, should be made within 30 days from date of invoice. From the due date of the concerning invoice the buyer/principal will incur an interest of 1,5% per month or part thereof. All payments will be made without reduction or settlement of debt at the office of Interservice Trading B.V. respectively on an account indicated by Interservice Trading B.V..

All payments of buyer/principal are assumed to be made for settlement of the eldest unpaid invoice with Interservice Trading B.V..

In case buyer/principal does not fulfil the agreed payment conditions, in particular does not pay within the period of 30 days, Interservice Trading B.V. will be entitled without preceding notice to place the case in the hands of her counsellor for collection.

All costs for collection, either judicial or extraordinary judicial, are for the account of buyer/principal. The extraordinary judicial costs are established to be 15% of the total value with a minimum of Euro 125,= excluding V.A.T., and on account of the judicial costs the real costs of the counsel, in that case to be specified by the concerning counsellor. In case the buyer/principal does not fulfil his payment obligations and in that case will become in a state of suspension of payment or bankruptcy, gets into liquidation or in case of seizure, all amounts payable to Interservice Trading B.V. by buyer/principal (in spite of expiration of the 30 days) will become immediately claimable in spite of the state of orders/deliveries and is Interservice Trading B.V. entitled to claim/demand immediate payment or reliable security, or to cancel all outstanding orders/agreements immediately respectively all outstanding orders/agreements are considered to be dissolved.

In case of overdue payment, buyer/principal will be held liable by law without being declared liable or summoned by Interservice Trading B.V..

In that case, Interservice Trading B.V. will be entitled to suspend execution of all accepted orders of buyer/principal until all amounts due will be paid by buyer/principal to Interservice Trading B.V., respectively for that purpose reliable security, to be judged by Interservice Trading B.V., will be at her disposal. In case the buyer/principal will not fulfil his payment obligations or will not give reliable security, Interservice Trading B.V. will be entitled to cancel all orders of buyer/principal respectively all orders are considered to be dissolved, undiminished her rights on account of indemnification, incurred expenses, loss of profit, etc..

### Clause 5

All bought and supplied goods will only be the property of buyer/principal when buyer has paid all amounts indebted to Interservice Trading B.V., including those in respect of former deliveries.

As long as the property has not been passed to buyer/principal, buyer/principal will not be entitled to pawn the goods, to transfer the property of the goods on account of security or to confer any rights, except for normal practice within his business.

When buyer/principal should not settle claimable debts with Interservice Trading B.V., Interservice Trading B.V. will be entitled to take back immediately all supplied goods, undiminished her rights on complete payment. In that case, Interservice Trading B.V. will also be entitled to suspend respectively cancel all placed orders.

### Clause 6

The term of delivery confirmed by Interservice Trading B.V. is a target term. Interservice Trading B.V. cannot be held responsible and has no obligation for losses complying with delay, obstruction or hindrance of what kind whatsoever, in delivery of the by buyer/principal ordered goods.

### Clause 7

Possible claims/protests are to be brought to the notice of Interservice Trading B.V., in writing and duly defined, within 14 days after date of delivery/receipt. Interservice Trading B.V. will not accept any claims/protests after this term, except in case of emphatic acknowledgement in writing by Interservice Trading B.V.. Claims/protests under consideration do not relieve buyer/principal of his responsibility concerning his obligations of fulfilment of the entered agreements and/or payment obligations. Interservice Trading B.V. will never be obliged to indemnification above the invoice amount respectively the contracting sum respectively the value of the material claimed.

### Clause 8

In case the buyer/principal refuses to collect the purchased goods, buyer/principal will be obliged to pay all costs that will arise respectively all costs arisen from this refusal for Interservice Trading B.V., undiminished payment of the purchasing amount.

All possible claims on indemnification or guarantees from the buyer/principal will decay in case buyer/principal does not fulfil his payment obligations strictly in conformity with these terms of sale and supply.

### Clause 9

The Dutch Law will be applicable only on all quotations from and concluded agreements with Interservice Trading B.V..

### Clause 10

The appropriateness of the Law of Uniformity in respect of the international purchase of movable personal properties is explicitly excluded.

All disputes resulting from quotations from and/or concluded agreements with Interservice Trading B.V. can only be settled by the authorised Judge of the district Breda, undiminished the possibility of an appeal.

A dispute can only be settled by another judge respectively arbitration in case of an explicit acknowledgement in writing from Interservice Trading B.V..