

GENERAL PURCHASING CONDITIONS OF INTERSERVICE TRADING B.V.

residing at Schoenmakerij 3, Zevenbergen, Holland

Chamber of Commerce Breda registration no. 20107694

Clause 1

Purchase and supply of material are strictly in accordance with these General Purchasing Conditions. Terms and conditions in contrary to the conditions of Interservice Trading B.V. are only valid in case these are confirmed by Interservice Trading B.V. in writing. Should seller handle terms in contrary to the General Purchasing Conditions of Interservice Trading B.V., these present General Purchasing Conditions will be applicable only.

Clause 2

The contract of sale will only be achieved in case an order-form respectively an order confirmation is signed by Interservice Trading B.V..

Clause 3

Supplied materials will only be accepted by Interservice Trading B.V. when these materials are in accordance with the order-form signed by Interservice Trading B.V..

Clause 4

Supply of the materials should occur within a certain period to be determined by both parties. In case materials are not supplied within the agreed period Interservice Trading B.V. will be entitled - however will not be obliged - to dissolve the contract of sale without a declaration of liability.

In that case, Interservice can lay claim to compensation of any damage sustained or any damage that will be sustained resulting from failure in supply or delay in supply occurred.

Clause 5

Goods of poor quality or goods showing defects can be rejected. In case goods turn out to be of poor quality or in case goods are showing defects and Interservice Trading B.V. has put in a claim on sellers, the seller will not be relieved from his responsibility to fulfil the agreement during consideration of the claim.

Interservice Trading B.V., however, will be entitled to postpone fulfilment of the agreement. Seller will be obliged to compensate any damage sustained or any damage that will be sustained resulting from poor quality of goods or defects of goods.

During consideration of the claim, Interservice Trading B.V. explicitly reserves the right to refuse supply without being obliged to pay the purchase amount or any possible costs.

Clause 6

In case Interservice Trading B.V. should be provided with legal aid in connection with execution of the agreement, non-timely supply or unsound supply, all costs will be for seller's account.

Clause 7

In case seller should be in default, adjudged to be in bankruptcy or become in a state of suspension of payment or in case seller's company is being closed down, seller is to be considered in omission by law.

Interservice Trading B.V. will be entitled to postpone execution of the agreement or to dissolve the agreement or part thereof which has not been executed, without having to hold seller liable, undiminished her rights on account of indemnification.

Clause 8

On all accepted quotations by and concluded agreements with Interservice Trading B.V. the Dutch Law will be applicable only.

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

All disputes resulting from accepted quotations by, orders from and/or concluded agreements with Interservice Trading B.V. can only be settled by the authorized 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..

These general terms are under no. 92/91 filed with the County-court Breda on 17-06-1991.