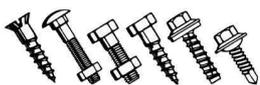


1. a. These terms and conditions are expressly agreed between parties and applicable to all offers from our side and all contracts with, ensuing deliveries to, works for, and/or payments to our clients.
1. b. Departures from these terms and conditions on our part and in our clients' favour shall never imply a subordination or waiver of these terms and conditions in other cases.
1. c. Departures from these terms and conditions on our part are binding to us only if and insofar as expressly confirmed by us in writing.
1. d. Contracts and/or other arrangements with subordinate members of our staff – those who do not have powers of representation according to the documents filed with the Trade Register – are binding to us only if confirmed by us in writing.
1. e. Should these terms and conditions conflict with those of our clients, the present terms and conditions shall apply.
2. a. All offers are free of obligation from our side, unless expressly stated otherwise.
2. b. Any statement therein from our side of sizes and weights, as well as images and/drawings and similar specifications are to be considered as given, or provided approximately.
2. c. If samples are provided with offers from our side, or reference to samples is made, these samples serve merely as an impression of the product to be supplied and do not determine the composition and/or quality deliverable.
2. d. Unless expressly agreed otherwise in writing we reserve the right to supply goods from another factory or factories, provided these are similar to the goods purchased.
3. a. The contract shall come into effect when, after eight days of receiving the supply order, we either give confirmation or commence the order.
3. b. If, when confirming an order, we send an order confirmation to the client, this order confirmation is considered as the only true reflection of the contract, unless, within eight working days of dispatch, the client contests the content thereof by registered letter, writ, recorded delivery or telefax.
3. c. Nestinox has the right to deliver 10% more or less in case of special production.
4. a. Delivery shall be to the place determined in the contract. If no location is specified delivery shall be “ex-factory” or “ex-warehouse”, or to any other place at which our goods are stored. The risk associated with the goods – or goods type – including loss through transportation, fire, water damage, theft or misappropriation, is carried by the client once the contract is concluded, as is the cost of insuring the goods.
4. b. Delivery “ex-factory” or “ex-warehouse” or to any other place at which our goods are stored means: delivery to the appointed place.
4. c. Delivery “franco-work” or “to the workplace” means: delivery by a means of transport belonging to us, on the highway – or reasonably drivable road – as close as possible to the workplace. The goods will be unloaded at that point by and at the expense of the client. Waiting times longer than normal unloading times will always be charged to the client. The receiver must sign the transport address or delivery slip for receipt at the point of delivery.
5. a. Delivery times given and/or agreed by us are always approximate and can never be considered as deadlines, unless expressly agreed otherwise. In the case of late delivery we must be informed of this in writing by registered letter, by recorded delivery or by telefax. Deliveries before the agreed delivery time and delivery in parts must be accepted. This also applies to deliveries on demand.



- 5.b. The client must within two weeks of concluding the contract or of dispatch of the order confirmation, precisely stipulate the just-in-time delivery intervals, if just-in-time delivery is required. If this is not done, or if just-in-time deliveries are not made accordingly, we are entitled, after notice is served, to view the contract as fully or partially rescinded and/or to claim compensation with no need for court intervention, notwithstanding our right to claim performance and/or damages.
- 6.a. Should it transpire before or during performance of a contract that (further) performance of the contract on our part is not possible due to force majeure, or is made considerably more difficult than foreseen when the contract was concluded as the result of force majeure or reasons or circumstances beyond our control, we reserve the right to suspend performance of the contract, or to rescind the contract with no liability to compensate on our part.
- 6.b. The following are considered cases of “force majeure”: all involuntary disruptions to business and/or impediments such as storm damage and other natural disasters, fire, hindrance by third parties, whole or partial strikes, exclusions, insurance, war or the danger of war in the Netherlands or elsewhere, general sickness of our workforce, import or export embargos, obstructing or onerous provisions of any government in the Netherlands or elsewhere, late or non-delivery of goods by our supplier and, in general, all circumstances, events, causes and consequences beyond our control or authority.
- 7.a. Agreed prices are based on the base price of raw materials, materials, transport costs, wages, insurance premiums, taxes, import duties, exchange rates and other price factors applicable on the day on which the contract came into effect.
- 7.b. If, prior to delivery, there is an increase in any of the price factors referred to in paragraph one of this article – even if due to circumstances foreseen or foreseeable when the contract was concluded – we reserve the right either to charge the client a proportionate increase or to rescind the contract, with no liability to compensate on our part.
8. Any guarantee on the goods delivered by us is given only if and insofar as agreed by us in writing and/or granted by us in writing and shall never extend beyond the guarantee given by the producer, or importer, or supplier of the raw materials and materials. The guarantee relates solely to possible errors and/or defects in the composition of materials and products manufactured by us and extends solely to the redelivery of defective goods free of charge. The guarantee shall expire if goods delivered by us have been improperly treated and/or processed.
9. We cannot be held liable to compensate direct or indirect loss sustained by the client or his personnel through the untimely delivery of goods.
10. The client must immediately and without prompting inspect the delivery of goods by us. All liability on our part for goods supplied by us shall be excluded if complaints relating to them are not received within eight days of delivery, unless a guarantee of the type referred to in article 8 is in place. Complaints are valid only if given in writing by registered letter, by writ, by recorded delivery or by telefax.
11. Complaints, claims or guarantee claims give our client the right to suspend or cease fulfilment of his obligation(s) only if there is talk of serious negligence on our part and this may only be proportionate to the negligence on our part. Partial negligence on our part may never lead to a complete suspension of any of our client’s obligations.
12. If a client does not agree with our invoice he must send his complaint to us in writing by registered letter, by



- writ, by recorded delivery or by telefax within eight days of the post date. Failure to do so will result in the client losing his entitlement to protest and he will be assumed to have given his agreement to it.
13. Our clients pay interest of 1% per month on all amounts not paid within the term of payment we stipulate. If no term is set payment of the goods is to be on delivery.
 14. If a client does not immediately pay the full price of the goods under the contract, all goods delivered by us remain our property at the client's risk and account, whether processed or unprocessed, and we are entitled to repossess them without notice (whether processed or not), in which case we reserve the right to view the contract as rescinded, notwithstanding our right to claim damages by way of expenses and lost profit.
 15. We reserve at all times the right to request surety from the client – of the type and size we determine – to guarantee the client's payment obligations to us, both before and after fulfilment of the contract on our part. Should the client fail to provide the surety requested we reserve the right – following notification – to view the contract as rescinded without court intervention and/or to demand damages, notwithstanding our right to demand fulfilment by the client.
 16. If a client registered with us under a particular debtor number or name changes the legal form of his business, or this business changes legal form as the result of other circumstances, such as death, both the business in the old form and the business in the new form shall be joint and severally liable for the debts each has to us. Clients are required to inform us of any change of legal form.
 17. We carry out all shipments and clearances of goods as the client's agent. The costs of shipment and of clearance are borne by the client.
 - 18.a. If the client does not fulfil his payment obligations in accordance with the conditions of payment, or if in any other way the client fails to fulfil his obligation(s) to us, or to fulfil them on time or in the appropriate manner, he shall be in default ipso jure and shall be held to pay over and above the amounts due by virtue thereof all costs incurred to obtain payment and/or compensation, including both court and extra-legal costs.
 - 18.b. Extra-legal collection costs, in which we call on help from a third party to collect a debt, are payable by the client in any case.
 - 18.c. The extra-legal collection costs amount to 15% of the capital and/or interest, to a minimum of 340 Euros, excluding turnover tax due. The amount of extra-legal collection costs and the liability to pay them arises from the mere fact that we have called on the services of a third party in this matter.
 - 18.d. In the case of a request for bankruptcy on our part the client shall pay the costs of the request for bankruptcy in addition to the capital, interest and extra-legal collection costs.
 - 18.e. Payments made by the client will always cover the interest and costs, followed by the longest outstanding invoices, even if the counterparty claims that payment relates to a later invoice.
 19. All disputes arising from the legal relations between parties fall under the sole jurisdiction of the competent court for the district in which Best is based.
 20. These terms and conditions were filed with the Clerk to the District Court of 's Hertogenbosch on 7 May 1992.

