

TERMS AND CONDITIONS OF SUPPLY HAZA GROEP B.V.

Article 1: Definitions

In these Terms and Conditions of Supply (hereinafter: the "TCS") shall be understood under:

- a. **Principal:** the natural or legal person that has commissioned the supplier to execute activities in the broadest sense of the word as well as in any sense whatsoever;
- b. **Supplier:** Haza Groep B.V.

Article 2: General

1. These TCS are applicable to all offers or tenders, the conclusion, the content and the compliance with all agreements concluded between the principal and the supplier;
2. In addition to these TCS further terms and conditions may be applicable, if agreed upon in writing. Should there be a conflict between the additional terms and conditions and these TCS, then the stipulations from the additional terms and conditions shall prevail over these TCS, unless it has been agreed differently in writing;
3. If these TCS have become applicable to the conclusion of, content of and the compliance with all agreements concluded between the principal the supplier, then these shall also be applicable without a further requirement of a declaration of applicability to all new agreements or agreements deriving there from between parties, unless it has been agreed explicitly differently in writing;
4. If any stipulation in these TCS should be invalid, or be declared invalid or otherwise be declared void, then the other stipulations in these TCS shall remain in full force and shall parties agree upon a stipulation for the replacement of the invalid, invalidated or void stipulation, for which new stipulation, to the extent as much as possible, the purpose and the tenor of the invalid, invalidated or void stipulation(s) shall be observed;
5. General terms and conditions (for purchase) of the principal shall only be applicable if it has been agreed explicitly and in writing that these shall be applicable to the agreement between parties with the exclusion of these TCS;
6. Haza Groep B.V. reserves the right to change or supplement these TCS;
7. Haza Groep B.V. is authorized to assign its rights and obligations under this agreement to a third party designated by it. Principal grants now permission for such event.

Article 3: Offers, tenders

1. The sole issue of a price statement, budget, advance calculation or similar notice, whether or not identified as an offer, does not oblige the supplier to conclude an agreement with the principal;
2. Offers by the supplier are always non-binding and can only be accepted without deviations. An offer is in any case deemed to be rejected if it has not been accepted within a month, unless another term applies. Under offer shall be understood a proposal issued to the principal for the conclusion of an agreement, that is stated in such a manner, that by the accepting thereof, immediately an agreement shall emerge;
3. If the offer or tender is accepted by principal or if principal grants the commission to the supplier without an offer or tender being received, then only an agreements shall be concluded between parties, after that the supplier has confirmed the commission in writing to principal or, if the commission has not been confirmed in writing, after the supplier has commenced with the execution of the commission.

Article 4: Cancellation

The principal is authorized to cancel an agreement before the supplier commences with the execution of the agreement, provided that he compensates the supplier for the damage deriving there from. Under this damage shall be understood the losses incurred and the profits missed by the supplier and in any case the costs that the supplier already has made in preparation thereof, including those of the reserved production capacity, bought materials, called-in services and storage.

Article 5: Price

1. All stated prices are exclusive of turnover tax (VAT) and other levies by the government;
2. The price that the supplier has stated for the activities to be executed by him shall only apply for the execution conforming to the agreed specifications.

Article 6: Price changes

1. The supplier is authorized to increase the agreed price, when one or more of the following circumstances occur after the conclusion of the agreement; an increase of the costs of materials, half products or services that are necessary for the execution of the agreement, an increase in shipping costs, of wages, employers charges, social insurances, of other costs related to employment conditions, introduction of new and increase of existing government levies on raw materials, energy or residual materials, a considerable increase in currency dimensions or, in general circumstances that can be compared with the one and the other;
2. If the price increase takes place within three months after the conclusion of the agreement, then the principal is authorized to dissolve the agreement.

Article 7: Payment term

1. Unless agreed differently, the principal is obliged to pay the price and the other amounts due under the agreement within 14 days after date of the invoice, without being entitled to have a claim for any discount, set-off or suspension. Upon non-timely payment as referred hereto, the principal is in default without a notification of default by the supplier is being required;
2. The supplier is authorized in case of an agreed delivery in parts, to request after the delivery of the first part, next to payment for this part, for payment of the costs made for the entire supply, such as the costs for typesetting, litho and trial prints. The principal is at all times required, irrespective of the agreed payment terms, to provide surety at the first request of the supplier for the payment of the amounts due to the supplier under the agreement. The surety offered should be such, that the claim and all possible interests and costs related thereto are properly covered and that the supplier can take recourse there on without effort. A surety that possibly has become insufficient later, shall be supplemented on the first request of the supplier to the level of a sufficient surety;
3. If the principal does not pay on time as set forth in section 1 of this article, then he shall be liable to pay over this amount the interest set forth by law, because of the delay in the satisfaction of the amount due by him, from the date of the invoice. The supplier is authorized to charge one/twelfth of this interest over each month or part of a month in which the principal has not fully complied with his obligation to pay;
4. In case of non timely payment as set forth in section 1 of this article, the principal is liable to pay, next to the due amount and the interest that has fallen due, a complete compensation for the out-of-court collection costs, therein included the costs for lawyers, bailiffs and collection agencies. If the principal acts in the framework of a profession or an enterprise, or if the so-called "Besluit vergoeding voor buitengerechtigke incassokosten" under Dutch law does not apply, then these costs will amount to 15% of the outstanding principal amount with a minimum of EUR 75. In all other instances, the out-of-court costs are calculated conforming to the so-called

"Besluit vergoeding voor buitengerechtigke incassokosten" under Dutch law or, if this

"Besluit" has become void, a regulation that has replaced it.

Article 8: Manner of delivery; retention of ownership

1. Unless it has been agreed differently, the delivery shall take place at the location where the supplier runs his enterprise; upon delivery the goods to be delivered shall be for the account of the principal;
2. The supplier is not obliged to deliver the produced goods in parts;
3. The principal is obliged to provide his full cooperation to the delivery of the matters to be delivered by the supplier under the agreement. The principal will be in default, even without a summation, if he does not collect from the supplier the goods to be delivered after the first request of the supplier or, if delivery to the address of the principal has been agreed, refuses to receive the goods to be delivered;
4. Each delivery of goods by the supplier to the principal takes place under the condition of retention of ownership, until the principal has paid all that he is due to pay under this agreement and under earlier agreements, inclusive of interest and costs;
5. If transport of the goods to be delivered has been agreed, then this takes place for the account of the principal, unless delivery free of charge has been agreed. The principal will always carry the risk during transport. The acceptance of goods of the supplier by the transporter shall be regarded as proof that they were in a good state seen from the outside, unless the contrary is demonstrated by the bill of lading or the receipt;
6. The supplier is not charged with the storage of the goods to be delivered, unless this has been agreed explicitly. If storage takes place, then this will be for the account and risk of the principal.

Article 9: Term of supply

1. A term of delivery stated by the supplier has only an indicative meaning, unless it has been set forth explicitly and in writing that it is an ultimate term. The supplier is, also when an ultimate term has been agreed upon, only in default when the principal has declared him to be in default;
2. The status that the supplier is bound to an agreed ultimate term of supply becomes void if the principal desires a change in the specifications of the work or a minor delay does not reasonably necessitate the supplier to changing the employment of production capacity that was initially planned by him;
3. The principal is obliged to do all, with regard to the execution of the agreement by the supplier, what is reasonably necessary or desirable to enable a timely supply by the supplier, especially by providing a response to questions without delay;
4. In case of non-compliance by the principal of the stipulations set forth in section 3 of article 7, an agreed ultimate term is no longer binding and shall the principal be in default without a written notice of default by the supplier being required. The supplier is then, notwithstanding the laws given by the law, authorized to suspend the compliance with the agreement till the principal has amended this default. Thereafter the supplier will execute the agreement after all within a reasonable term.

Article 10: Inspection upon delivery

1. The principal is required to inspect with due speed after delivery whether the supplier has complied properly with the agreement and is furthermore obliged to notify the supplier immediately when the contrary becomes obvious to him. The principal is required to execute the aforementioned inspection and the related notification within no later than 14 days after delivery;
2. The supplier is always authorized to put a new compliant performance in the stead of an earlier non-compliant performance, unless the default cannot be amended;
3. The compliance with the agreement will be deemed as proper between parties if the Principal has been negligent in performing the inspection or the issuing the notification as set forth in section 1 of this article in a timely manner;
4. If the term of 14 days referred to in section 1 of this article should be regarded as unacceptable on the basis of standards of reasonableness and fairness also for a careful and alert principal, then this term shall be extended till no later than the first moment on which the inspection respectively the notification of the supplier by the principal is reasonably possible;
5. The performance by the supplier shall be deemed as proper between parties in any case, if the principal has started to make use of the supplied good or a part thereof, has treated or processed it, has had it delivered to third parties, unless the principal has observed the stipulations set forth in the first section of this article.

Article 11: Force Majeure

1. Shortcomings of the supplier in the compliance with the agreement cannot be attributed to him, if they are not due to his fault, or are for his account on the basis of the law, the agreement or in the opinions in business;
2. Shortcomings of the supplier in the compliance with the agreement as a consequence of Force Majeure situations, cannot be attributed to the supplier and do not provide the principal with a right to dissolve the agreement or to claim compensation for damages. Under Force Majeure situations will among others be understood: war, mobilization, riots, flooding, blocked shipping, other blockades in transport, stagnation in, respectively limitation or cessation of the supply by public utility companies, lack of coals, gas, oil products or other means of power generation, fire, machine disruption and other accidents, work strikes, exclusions, industrial actions by the unions, export limitations, other measures by the government, non-supply of necessary materials and semi-manufacture by third parties, intent or gross negligence by assisting persons and similar circumstances;
3. In case of Force Majeure, the supplier is authorized to suspend the execution of the agreement;
4. If the Force Majeure should be regarded as permanent, then the supplier can dissolve the agreement entirely or in part by a written declaration thereto to principal, without a right to claim compensation for damages by principal towards the supplier being able to emerge.

Article 12: Liability

1. The liability of the supplier under the agreement with the principal is limited to such an amount as is proportional to the amount of the invoice on the basis of standards of reasonableness and fairness;
2. The supplier is not liable for damage of any nature whatsoever that emerges because of or after principal has started to make use of the manufactured goods after delivery, has treated or processed them, has supplied them to third parties, respectively has let them been made sue of, has had them treated or processed or has had them supplied to third parties
3. The supplier is furthermore not liable for damages such as indirect damage or consequential damage, for example damage in the form of missed turnover or diminished goodwill in the company or the profession of the principal;
4. If the supplier regarding any damage, for which he is not liable on the basis of the agreement with the principal or these TCS, is held liable by a third party, then the principal will fully safeguard hem against such claims.

Article 13: Applicable law

1. The agreement between the supplier and the principal is governed by the laws of the Netherlands;
2. All disputes with regard to or deriving from the issued tenders, made offers and/or agreements concluded with Haza Groep B.V. shall exclusively be submitted to the competent Netherlands court in the district of the legal seat of HAZA B.V.