

GENERAL TERMS & CONDITIONS OF SALES OF CONESTRA B.V.

1. General

All our sales and provisions of services, [as well as those performed by our agents, assigns and any person or company designated to act on our behalf], are governed exclusively by the present general terms and conditions. Any reference by the customer to its own general terms and conditions will consequently be deemed to be non-applicable. Any amendment to these general terms and conditions requires our prior and express consent in writing and shall be deemed to be valid only for the sale or contract for which it has been accepted. Our failure or delay in enforcing or partially enforcing these general terms and conditions shall not be construed as a waiver of any of our rights under these general terms and conditions, at present or in the future.

2. Offers

All technical specifications and any information contained in our catalogues or brochures and other pre-contractual documents are issued and published for the sole purpose of giving an approximate idea of the goods and services described therein and they will not form part of the offer. The mere communication of prices, tariffs, terms and conditions does not in itself amount to an offer, and therefore does not create an obligation on our part. The conditions applicable to an offer relate exclusively to the supplies and provisions of services that are specified therein and we are not bound by them in respect of any additional supplies or provisions of services which may potentially take place. Our offers are valid if signed by the persons that we authorize to do so within the deadline mentioned therein, and, in the absence of any specific mention, during 30 (thirty) days. During this period, the offers are not binding on us and may be modified or withdrawn at any time.

3. Intellectual property and privacy

All studies, designs, models, plans, drawings, photographs and samples, instructions for use and other technical documents provided or communicated to the customer remain our property and/or the one of our supplier. They are confidential and may only be used to review the offer and for the purposes specifically provided in the contract. They may not be copied, nor used, nor communicated to third parties, without our prior and express consent in writing. Their data storage must be returned or destroyed (in case of an electronic data storage device in the customer's possession) on our first demand and, in any event, after their normal use.

4. Prices

All prices in our offers are net, excluding VAT and any other tax. The VAT and, if applicable, other taxes and costs such as import duties, export duties and other taxes, costs relating to transport, freightage and insurance are always borne by the customer. All equipment to be delivered outside the country or at the port of discharge is sold customs duties and all taxes arising in connection with import are payable by the customer. The customer shall bear alone all the consequences of any difference in interpretation of customs tariffs.

5. Cancellation of an order

All orders placed by the customer are considered to be firm. The customer can only unilaterally cancel the order or terminate the contract within the period mentioned in the offer or, if no period is mentioned, within one (1) month after its acceptance of the offer and, in any case, before the goods leave the factory, and by means of registered mail sent to us. In this case, the

customer shall pay us a fixed indemnity of 30% of the contract price (excluding VAT) with a minimum corresponding to the amount of the deposit, without prejudice to this indemnity being increased on the basis of the damage actually suffered and proven.

6. Delivery times

Delivery shall take place in accordance with the agreed INCOTERM, which, at the time of the conclusion of the contract, shall be in conformity with its most recent version. Unless expressly set out in the specific conditions of the contract, deliveries shall comply with the selected INCOTERM "EXW" ("Ex Works") - [*] (2010 Incoterm). If appropriate or necessary, the INCOTERM, as well as these general terms and conditions, shall be completed or amended by the specific conditions of the contract. The terms we mention in our offers are the deadlines within which the equipment may leave the factory. Although other deadlines are mentioned, they are given as an indicative reference only. We are not bound by any delivery period towards the customer as soon as the equipment leave the factory. In case we fail to meet a deadline that we would have undertaken to comply with, such failure cannot entail any penalty or compensation whatsoever payable by us, nor the cancellation of the order, nor entitle the customer to procure supplies from any other source for our account. Similarly, in case of delays occurring in circumstances that are beyond our control, the delivery period may be extended. Hence, if necessary, we reserve the right to carry out partial deliveries.

7. Force majeure

In case of the occurrence of force majeure events or unpredictable circumstances that are in whole or in part beyond our control (including, without limitation, acts of nature, war, strikes, attacks, terrorist acts, shortage of raw material and energy, shortage of labor or transportation equipment, damages caused by a fire and an explosion, acts of God), the effect of which is to hinder or suspend the manufacture or supplies of our factories, to cause a delay in respect of the performance of our contractual obligations or prevent us from performing them, (i) we will be released from our contractual obligations and, if necessary, shall have the right to suspend, postpone or reduce deliveries or any other contractual obligations, as long as these events or circumstances may last and within the limits of their impact and (ii) we will not have to obtain our supplies from other suppliers. If these events or circumstances last for more than three (3) months, we retain a right to rescind the contract, and no compensation shall be paid to the customer. The customer, however, shall remain liable for the purchase price of the goods that have been delivered and services rendered before the termination of the contract (taxes and fees included), subject to a minimum level equal to the costs that we incurred. In case of the occurrence of events which will cause major disruption to the contract, we will be entitled to ask for the amendment of the contract so as to restore the initial contractual balance. Hence, the parties undertake to renegotiate the terms and conditions of the contract in good faith.

8. Payment

Unless provided otherwise in an express and prior permission in writing, we do not offer any payment terms or partial payment. Imported equipment must be paid before leaving the factory. Equipment in stock must be paid in cash on collection. Any amount or invoice remaining unpaid when due will automatically incur interest, without further notice, calculated pro rata based on the number of days of delay and the interest rate of 12 months Euribor + 4%, with a minimum of 10% per year. A compensation for the damages and costs we incur due to late payments will also be charged. This compensation will equal to 15% of the outstanding balance (excluding taxes) for the tranche between 0 and EUR 5,000, 7.5% for the tranche between EUR 5,000 and

EUR 25,000 and 5% for an outstanding balance higher than EUR 25,000, subject to a minimum amount of EUR 250, and without prejudice to our prerogative to claim an higher compensation if we are able to prove that we suffered more damages. Also, in case of non-payment on the due date, all of our debt claims against a customer shall be due immediately, without further notice and we reserve the right to suspend the delivery of the other customer's orders until full payment has been made. Additionally, if the customer fails to fulfill any of its obligations, including its payment obligations, we could, instead of treating it as having forfeited the benefit of the terms granted to it in respect of potential payments under the contract in the future, repudiate the contract. In such a case, the contract will be terminated automatically, in whole or in part, by operation of law and without further notice or resorting to judicial proceedings by simple notification of our intent to the customer; the supplies must be returned to us immediately at our head office, and we shall be entitled to a compensation equal to 50% of the invoice amount, increased with the amount of any transport, insurance and duties and any other charges caused by the return of delivered goods. Regardless the place of delivery of the goods or relevant documents, our head office is deemed to be the place of performance for payment obligations, unless otherwise agreed in the specific terms and conditions of the contract. Where appropriate, drawing and/or receiving bills of exchange or other documents of payment will not lead to novation and will not derogate from these general terms and conditions.

9. Customer's incidents

In the event of a loss of half the customer's corporate capital, of a suspension of its payments, of its liquidation, of a declaration of bankruptcy, of a judicial reorganization, of a cessation of payments or any other procedures having the same effect on the customer, we are entitled to rescind or suspend the contract, in whole or in part, and, if necessary, to resume current deliveries and take back the delivered unpaid goods.

10. Reservation of title

Notwithstanding delivery and transfer of risks taking place as of delivery, the goods delivered remain our exclusive property until payment in full by the customer of the principal amount, interest and any potential indemnities and expenses. The customer, that receives delivery of the goods before their full payment (principal amount, interest, indemnities and potential expenses), shall clearly and visibly indicate on the label that these goods remain our property and shall inform of this, where necessary, the secured creditor and the lessor by registered mail (with a copy to us). The customer is committed to refrain from incorporating or processing the goods in any way, until full and complete payment for the goods has been made. Within this period, the customer agrees to keep us informed in case the goods are moved in a leased property so that we can inform the lessor that we are the owner of the goods. Moreover, under no circumstances whatsoever should the customer sell, rent, make available to third parties or pledge to anyone else as a security interest the goods as far as they remain our property. If the customer fails to meet its obligations, we are entitled, without prejudice to any other rights we may have, to repossess the delivered goods stored on the purchaser's premises, although they are integrated in other goods [provided they can be separated without causing significant damage.] The customer shall take all necessary measures to ensure our ownership on the goods. It shall, in particular, on our request, inform us on the place where the goods are located and allow, at any time and without any restrictions, the access to these areas to our representative, so that he can take back the goods on first demand and at the customer's costs in case the price (or the balance) has not been paid. In case of bankruptcy, seizure, or any claims on the goods sold, the customer shall immediately notify to the trustee in bankruptcy, the

bailiff or any other legal representative that the goods are still of our property. The customer shall also inform us in case it had filed for bankruptcy or in the event the goods had been seized.

11. Complaints and non-compliance

Any claim in connection with an invoice must be notified to us by registered mail within eight (8) days after the receipt of the invoice. No claim in respect of conspicuous defects in any supply whatsoever will be entertained unless sent to us by registered mail within eight (8) days of delivery or provision of the services, including a detailed description of the conspicuous defects. No claim in respect of latent defects in any supply whatsoever will be entertained unless sent to us by registered mail within eight (8) days of the defects being found, including a detailed description of the latent defects. The claim will not affect the maximum duration of the warranty. No claim or dispute shall release the customer from its payment obligations within the relevant deadlines. If no written claims are addressed to us within the aforementioned deadlines, all the goods delivered shall be deemed delivered in good operating condition and accepted by the customer, and the customer shall be deemed to have waived its rights in relation to a defective delivery.

12. Warranty and liability

Our warranty obligations in respect of both conspicuous and latent defects can never exceed those of the manufacturer or supplier of the delivered equipment. We cannot warrant our goods in the event of an abnormal use. The customer shall stop using the goods from the time such defect is noted until we have examined, within a reasonable period, the root cause of the defects and we have determined whether such defects are covered by the warranty. If a complaint is made and accepted, and the terms of payment have been honored, our warranty obligation is limited strictly and exclusively to the replacement of the faulty parts free of charge, any form of claim for damages in respect of any loss or harm generally whatsoever being excluded. We cannot be forced to provide any other reparation or maintenance, and, unless otherwise agreed, we have (or, where appropriate, the manufacturer) ownership of the defective parts. The warranty is voided if any person other than one of our employees or a person not authorized by us attempts to adjust or repair the equipment. These clauses do not apply to pre-used equipment which is sold with no warranty whatsoever and approved by the act of taking delivery. If the customer fails to fulfill any of its obligations, we are automatically and finally released from all our warranty obligations. Our responsibility is limited to the above mentioned obligations and we are not required to compensate our customer for any damage suffered in particularly accident of the staff, loss of earnings or damage to property other than the one subject to the contract, except in the case of death or personal injury caused by our negligence or willful misconduct, and in the case of any direct material damage in respect of the property caused by our own fault or intentional and willful fraud.

13. Subcontracting and assignment

We may assign the performance of all or part of our obligations under the contract to a third party without the prior consent of the customer. We may transfer all or part of the contract to a third party without the prior consent of the customer. The customer cannot transfer in whole or in part its rights and obligations under or arising out of the contract without our prior and written consent.

14. Governing law and jurisdiction

These general terms and conditions, the contract and the relations between us and the customer are exclusively governed by Dutch law, excluding the United Nations Convention of April 11, 1980, on contracts for the international sale of goods (CISG) and any conflict-of-law rules. Any dispute relating to these general terms and conditions or to the contract, and any dispute between us and the customer, including but not limited to the issuance of exchange bills, related actions, guarantee call, forced intervention, incidental claim or plurality of defendants, shall be submitted to the jurisdiction of the Dutch courts, in first place to the jurisdiction of the Netherlands Commercial Court seated in Amsterdam. However, we have the right to bring the proceeding before any other competent court.

15. Language of the contract and of the General Terms and Conditions

If these general terms and conditions of sale are brought to the attention of the customer not only in the language in which the contract is concluded (language of the contract) but also in another language, it is in the sole purpose of facilitating its understanding. In the event of conflicting interpretation, the text drafted in the language of the contract shall prevail.

16. Severability

If any provision of these general terms and conditions or of the contract shall be held to be invalid or unenforceable, such provision shall be deemed not to affect the validity or enforceability of the remaining provisions. If appropriate, the parties shall replace the invalid or unenforceable provision by a valid provision having economic effects similar to those contemplated by the invalid or unenforceable provision