

These terms and conditions have been filed with the Chamber of Commerce and Industries of Leiden on the 15th of February 2006 under number 28048546.

1 General

- 1.1 These terms and conditions will apply to all agreements between TWINPACK B.V., hereinafter referred to as "TWINPACK", and its customers, and also to offers and recommendations that TWINPACK makes to TWINPACK's (potential) customers.
- 1.2 Additions and/or deviations from these terms and conditions should be agreed in writing; such additions and/or deviations will apply only to the agreement in which they are made.
- 1.3 The customer may not assign the rights and obligations under agreements entered into between the customer and TWINPACK to third parties, except with TWINPACK's written consent.
- 1.4 If a third party has its own terms and conditions or other regulations of any nature whatsoever, that would be applicable to transactions entered into with TWINPACK, the current terms and conditions will prevail with respect to TWINPACK.

2 Offers

- 2.1 All prices, offers and Delivery Terms and Conditions, etc. that are specified by or on behalf of TWINPACK, verbally or in pricelists, newspapers, weeklies, magazines, announcements, letters, fax letters, telegrams, email and on Internet sites, are only for information and will not bind TWINPACK in any manner.
- 2.2 Information relating to the items offered, such as drawings, diagrams, characteristics, capacities, dimensions, weights, etc. are only for information and are only approximately correct and will not be binding on TWINPACK.
- 2.3 The diagrams, drawings, capacities, dimensions and weight details will remain TWINPACK's property and may not be copied, or handed over to third parties for inspection or otherwise.
- 2.4 TWINPACK fully reserves the right to make design changes or marginal deviations.

3 Agreements

- 3.1 An agreement will only be deemed to have been formed in a legally valid manner after TWINPACK confirms the order in writing or commences execution of the order or actually executes the order. The content of the agreement is determined by TWINPACK's offer and/or order confirmation and these General Terms and Conditions.
- 3.2 Promises made by TWINPACK representatives including depot holders and employees will only bind TWINPACK if and when TWINPACK confirms such promises in writing or implements the same.

4 Prices

- 4.1 All price quotations and prices that TWINPACK charges are prices expressed in Euros, as applicable when the offer is made or the agreement is formed, exclusive of VAT and other costs applicable to the agreement, such as packaging, transport if any, as well as levies, rates and import and export duties as applicable, unless agreed otherwise in writing. For international transactions, unless the parties agree otherwise in writing, the prices are Ex-Works (EXW) as defined by the International Chamber of Commerce, Edition 1990.
- 4.2 The price for which TWINPACK has agreed to deliver will be exclusive of delivery charges by boat, rail or car, unless expressly agreed otherwise in writing.
- 4.3 The customer will bear transportation and insurance costs and the VAT applicable to the sold articles and other taxes and levies.
- 4.4 If after the date of making the offer, there is a change in one or more factors that determine the price, TWINPACK has the right to modify the prices accordingly, even if the agreement is formed in the meantime.
- 4.5 The customer will bear foreign exchange rate fluctuations that are adverse to TWINPACK after the formation date of the agreement.
- 4.6 If due to price increases and/or wage increases

or due to governmental regulations, TWINPACK's suppliers are forced to revise the prices and conditions agreed between them and TWINPACK, or to abstain from supplying to TWINPACK at all, TWINPACK will have the right to make corresponding changes in the agreement with the customer or to abstain from making the delivery, without being bound to pay damage compensation.

5 **Delivery period, delivery and risk**

5.1 The delivery period mentioned or agreed in the offer and/or the Order Confirmation and/or the agreement will not be a binding deadline, even if the customer expressly assumes the same. In case of late delivery, TWINPACK will only be in default after receiving up written notice of default granting it a period of 21 days to fulfil the agreement once again. The delivery period will also mean assembly/installation period.

5.2 TWINPACK will try to conform to the agreed delivery periods as far as possible, but it will not incur any liability if it exceeds the same, and the customer will not have any right to terminate the agreement or to refuse to accept the goods or to pay for the same, and TWINPACK will also not be bound to deliver from stock if purchasing is based on external supply.

5.3 TWINPACK will inspect the goods before delivery. The customer has the right to inspect the goods on his own account prior to delivery at a time and place determined by TWINPACK.

5.4 If goods or a part of the same are lost before transfer to the customer, or the supplier is unable to deliver the same to TWINPACK for any reason whatsoever, TWINPACK is not bound to make the delivery to the customer, and the purchase agreement between TWINPACK and the customer will be deemed to have lapsed by operation of law by virtue of the above-mentioned loss of goods or failure by TWINPACK's suppliers to deliver goods to TWINPACK.

5.5 The delivery of goods in The Netherlands will be made from one of TWINPACK's warehouses, unless the parties agree otherwise in writing. All deliveries, even Carriage Paid deliveries by

TWINPACK, will be at the account and risk of the customer even if the transport documents contain clauses to the contrary. Even commitments between TWINPACK and third parties will not alter this and will be deemed to have been accepted in the interest and for the risk of the customer. TWINPACK will only take out transport insurance on the customer's express request; the customer will pay all the costs of the same.

5.6 Delivery of goods will be deemed to have been completed when the goods are provided to the customer at the TWINPACK location, or at another distribution centre to be specified, or at the customer's address or other location agreed with the customer, which location can be reasonably accessed by boat, rail or car (without prejudice to the right of reservation of title as per Clause 11 below). If the customer does not accept the goods, TWINPACK will sell and/or store the same at the customer's risk. TWINPACK will have the right to set-off its claim against the sales proceeds, without prejudice to its right to claim damage compensation or to terminate the agreement with supplementary and replacement damage compensation.

5.7 The goods will be invoiced according to the number of units, weights and/or dimensions determined by TWINPACK at the time of leaving the delivery location.

5.8 TWINPACK has the right to have the order executed by third party/parties, if this does not compromise the agreed quality.

5.9 Part-deliveries, respectively, the execution of the order in instalments, is permissible. TWINPACK will have the right to invoice part-deliveries/part-orders separately to the customer and to demand payment before making the next part-delivery/part order.

5.10 Call orders shall mean an order in which the time of delivery depends on a call given by the customer, within a total delivery period specified in the order. If no provisions are agreed concerning the time of the call, the last date of the delivery period will be regarded as the time of the call. The delivery should be made within 60 days of TWINPACK receiving the written call. If a call by the customer is

made within the delivery period laid down in the order, TWINPACK will have the right to deliver within 30 days of the last day of the delivery period, and the customer is thus bound to accept the goods. After the expiry of the delivery period, the customer is automatically liable to pay the full amount of this call order. The provisions of Clause 5.6 will have corresponding application.

- 5.11 TWINPACK will choose the packaging in which the goods will be delivered. TWINPACK will remain the owner of packaging in which goods are delivered, if such packaging is designed for repeated use. The customer should store the packaging carefully and should be returned to TWINPACK on TWINPACK's first request for the same. The customer will be fully liable for damage caused to or loss of the packaging.
- 5.12 The customer will bear the costs of return consignments and will also bear the risk relating to the goods supplied by TWINPACK. It is only after actual receipt of the goods that return despatch is completed.
- 5.13 If the customer is required to supply TWINPACK with goods such as for example, components intended to be installed or processed in, on or around the article to be manufactured and/or supplied and/or installed by TWINPACK, the customer should ensure that he supplies such goods free of cost, carriage paid and in time at the TWINPACK warehouse designated by TWINPACK, and such goods will be subject to an extra charge of 10%. The customer guarantees, and is liable for, the soundness and the good usability of the specified goods and indemnifies TWINPACK for third-party claims arising out of possible faults. The customer is bound to compensate TWINPACK for all damage that it may suffer due to the above-mentioned faults if any.

6 Payments

- 6.1 Payment should be made at the time of first delivery without discount or compensation, on "cash on delivery" (COD) basis - in cash, at the time of delivery, unless the parties agree otherwise in writing. In case of subsequent deliveries, the payment should be made

without discount or compensation, in cash at the office of TWINPACK or via bank, both within 30 days of the invoice date, unless the parties agree otherwise in writing.

- 6.2 If payment is not made in cash or a different method of payment is agreed, the customer is deemed to be in default after the expiry of the agreed payment period without the need for a notice of default in this connection, irrespective of whether or not the customer is to blame for the same being exceeded.
- 6.3 Without prejudice to the further rights arising in its favour, TWINPACK will also have the right to charge interest of 1.5% per month or a part of one month, to be calculated starting from the relevant due date, on the outstanding amount.
- 6.4 The customer will bear all the judicial and extra-judicial costs incurred by TWINPACK in connection with a dispute with the customer. The extra-judicial collection costs will be determined in accordance with the Preliminary Work Report II. The judicial collection costs will be determined on the amount actually paid by TWINPACK in connection with the proceedings, toward legal assistance, including court fees, even if this exceeds the liquidated costs of the proceedings.
- 6.5 Incoming payments will be applied to pay the longest outstanding items, including interests and costs, even if the customer declares otherwise in this connection.
- 6.6 In case of late payment, the customer will bear the cost of exchange rate changes that are adverse for TWINPACK. The reference dates are the due date of the invoice and the date on which payment is made.
- 6.7 TWINPACK will always have the right to require the customer to pay the purchase price for the goods supplied, or to provide security for the fulfilment of all its obligations under the agreement, to TWINPACK's satisfaction, before making (further) delivery.

7 Modification of the order

- 7.1 Changes in the original order of any nature whatsoever have to be accepted by TWINPACK in writing. If this leads to a higher price than is provided in the offer or the order

confirmation, TWINPACK will have the right to increase the price accordingly. Changes in the order that lead to a reduction in costs will lead to a corresponding revision of the agreed price. The originally agreed delivery period will lapse as a result of the change.

8 Termination of the agreement

8.1 In case of termination of contract in whole or in part by the customer, all the costs incurred by TWINPACK in connection with the order and the loss of profit will be immediately payable, subject to a minimum of 10% of the principal sum, plus, if so required, the damage if any suffered by TWINPACK as a consequence of the termination.

9 Guarantee/Complaint

9.1 TWINPACK guarantees that all the goods supplied by it are suitable and legally permissible for the purpose for which they are intended by TWINPACK. This guarantee for proper working under normal circumstances will not apply to goods that are supplied as "used", and also not in connection with repairs or repaired components.

9.2 TWINPACK undertakes with respect to the customer to – provided the customer has fulfilled all his obligations under the agreement – only to repair or replace components in the delivered material, if they have a defect that is due to improper material or improper construction – subject to the opinion of the manufacturer or importer alone – and subject to the assumption that reduction in value through use can be taken into account.

9.3 This guarantee will only apply for a period of six consecutive months unless a different period is laid down, starting from the date of transfer, after the expiry of which all liability of TWINPACK will come to an end.

9.4 On penalty of the lapsing of the right to complain, the customer should notify complaints concerning the invoice value and evident shortcomings in the goods supplied, deficiency in the quantity to be supplied, or damaged packaging when the goods are delivered should be noted down on the freight

note or should be notified to TWINPACK in writing within 8 days of receipt or delivery by registered post, along with a detailed description of the complaints. All other complaints should also be made in writing by registered post together with a detailed description of the complaint(s), within a period of 5 days after the shortcomings are known or should reasonably have been detected. TWINPACK will not take up complaints made after a period of more than 1 (one) year after receipt or delivery, for handling. The customer should carefully preserve the goods in question and should provide to TWINPACK for inspection, on first request by TWINPACK. All right to complaints will lapse if the customer does not, or does not fully, fulfil these obligations.

9.5 Complaints cannot be made if:

- the goods delivered have one or more shortcomings or deviations, that fall within a reasonable tolerance range and are caused by normal wear and tear or excessive loading;
- the defects are due to improper materials and/or components provided or prescribed by the customer, or due to incomplete or incorrect information provided by the customer.
- the goods are used for a purpose other than the one for which they are normally intended or in the opinion of TWINPACK, are injudiciously used, stored, cleaned, maintained or transported, or are installed, modified or repaired by the customer or a third party without TWINPACK's written consent.
- the damage is caused due to the customer's negligence (for example inadequate maintenance) or because the customer has acted in contravention of TWINPACK's instructions, directions and/or recommendations.
- the customer has not fulfilled his obligations towards TWINPACK (both financial as well as otherwise);
- if the customer makes modifications and/or repairs on his own initiative (except minor ones) to the articles

delivered during the guarantee period, or has the same carried out by third parties.

- 9.6 If the customer makes a complaint in accordance with the provisions of the relevant agreement and these General Terms and Conditions, and TWINPACK deems his complaint well-founded, TWINPACK will, at his option, replace (after which the replaced goods will become the property of TWINPACK) the defective goods (or parts of the same), or repair the same or respectively, carry out the work once again, or will grant a price reduction.
- 9.7 The handling of the complaint will not suspend the customer's payment obligations.
- 9.8 If apart from the above-mentioned cases, cognisance is taken of a complaint, this will be done voluntarily and the customer cannot derive any rights on the basis of the same.

10 Non-fulfilment/Termination of contract

- 10.1 TWINPACK has the right to terminate the agreement in whole or in part with immediate effect without judicial intervention or to suspend the execution of the same, without prejudice to its other rights to fulfilment and/or damage compensation if:
- the customer contravenes any provision contained in the agreement between the parties or these General Terms and Conditions;
 - the customer dies, or files for suspension of payments or is declared bankrupt;
 - the customer applies to be declared bankrupt;
 - the customer's business is closed down or is liquidated, or is taken over in whole or in part;
 - a private arrangement is offered;
 - executory or pre-judgement attachment is imposed on any of the customer's assets;
 - notification of insolvency has to be made due to provisions of the Social Insurance Coordination Act to this effect.

In such cases, all the customer's claims will be immediately payable without TWINPACK being bound to pay any damage compensation.

- 10.2 The provisions of Clause 10.1 will have corresponding application if the customer

provides incorrect information concerning himself or his financial condition, that are relevant for the fulfilment of the agreement, and have also if the customer, after being invited to do so in writing, has failed to provide TWINPACK with security that is sufficient in TWINPACK's opinion, within seven days.

- 10.3 In all cases in which the customer is of the opinion that he cannot fulfil his obligations toward TWINPACK, including but not limited to the cases mentioned in the previous subsection, and also if he intends to give up residence in The Netherlands, he is bound to immediately notify TWINPACK of the same on the telephone, and to confirm such notification in writing.

11 Right of retention of title

- 11.1 All the articles supplied by TWINPACK will remain TWINPACK's property until the purchaser fulfils all the obligations under all his agreements with TWINPACK, or under orders issued to TWINPACK, in other words, until the purchaser fulfils all his obligation(s) in relation to all the articles delivered or to be delivered, in addition to TWINPACK's other claims if any on the grounds of non-fulfilment of any agreement.

If the purchaser falls short in the fulfilment of his payment obligations toward TWINPACK, or TWINPACK has good ground to fear that the purchaser will fall short of such obligations, TWINPACK will have the right to take back all the articles supplied under right of retention of title, without the need to issue a notice of default.

- 11.2 The articles supplied under right of reservation of title may only be resold in the normal course of business. The purchaser has no right to attach any right to the articles until he has fully fulfilled his obligations toward TWINPACK.

- 11.3 The purchaser is bound to preserve the articles supplied under right of reservation of title carefully and clearly identifiable as the property of TWINPACK, until he fulfils all his

obligations toward TWINPACK.

The purchaser is bound to co-operate in all reasonable measures that the seller may take to protect his ownership rights with respect to the goods delivered. In case of attachment, suspension of payment or bankruptcy, the purchaser should immediately notify the attaching bailiff, administrator or trustee in bankruptcy about TWINPACK's right of reservation of title.

12 Retention right/ Possessory lien

12.1 TWINPACK has the right to suspend its obligation to deliver articles of the customer that it has in its possession under an agreement, until the Customer fully pays TWINPACK's claim together with interest and costs in relation to the article.

13 Exclusion of liability

13.1 TWINPACK is not liable for damage caused by any shortcoming in the fulfilment of its obligation(s) toward the customer. The fulfilment of the obligations under a complaint as described in Clause 9 above will be the only and full damage compensation. All other claim to damage compensation on any grounds whatsoever is excluded unless such damage is caused deliberately or through gross negligence of TWINPACK or its (managerial) staff. In the latter case, TWINPACK's liability will always be limited to the maximum of the purchase price of the goods in question. TWINPACK is never bound to compensate consequential damage.

13.2 The customer indemnifies TWINPACK against claims of third parties for damage due to services provided by TWINPACK if and insofar as the damage is caused due to the negligence of the customer, a customer's employees or others whom the customer has engaged in connection with the agreement(s) entered into with a third party.

13.3 No liability can be accepted for recommendations that are made by or on behalf of TWINPACK. TWINPACK also accepts no liability for non-provision of advice in cases where the customer feels that advice should

have been given.

14 Force majeure

14.1 Force majeure within the meaning of these General Terms and Conditions will mean all the circumstances outside the control and scope of TWINPACK, whether or not at the time of entering into the agreement, due to which TWINPACK cannot be expected to fulfil the terms of the agreement, including but not limited to the following: war, riots, floods, weather conditions, governmental measures, shortage of raw material, industrial or transportation disturbances of any nature whatsoever, stoppage or interruption of the work within the TWINPACK organisation, suspension of work, lockout or deficiency of personnel, quarantine, epidemics, non-delivery and/or shortcomings in necessary materials and semi-finished goods to be supplied to TWINPACK by third parties, as well as other unforeseen circumstances, including in the country of origin of these materials and semi-finished goods, which disturb the normal course of operations and delay the execution of an order or make the same reasonably impossible, fire, defects, accidents, etc.

14.2 TWINPACK will have sole discretion to determine whether force majeure as mentioned in this article is present.

14.3 Force majeure will give TWINPACK the right either to terminate the agreement in whole or in part, or to suspend the execution of the obligations without being bound to pay any damage compensation. The customer will continue to be bound to pay for the part of the agreement that has already been executed.

15 Secrecy/Intellectual Property Rights

15.1 The customer undertakes to maintain total secrecy concerning all data and information relating to TWINPACK or its business, in the widest sense of the term, both during as well as after the termination of the agreement and the relationship between the parties, insofar as this information is provided in confidence or is evidently confidential in nature.

15.2 TWINPACK reserves to itself all rights (among others, intellectual property rights) in the

widest sense of the term and to the greatest extent, in particular, copyright on all work as per Section 10 of the Copyright Act, on products and services that arise from or relate to the agreement between the parties, unless agreed otherwise in writing.

- 15.3 The customer undertakes not to violate the rights specified in Clause 15(2) in any manner whatsoever, directly or indirectly, or to breach or undermine the same through use or otherwise, not even through a claim for nullification, and recognises that TWINPACK is the rightholder in this connection. The customer undertakes to immediately notify TWINPACK if the customer comes to know of a violation of TWINPACK's rights.
- 15.4 TWINPACK reserves the right to use the knowledge and experience gained in connection with the execution of an order, for other purposes.
- 15.5 If TWINPACK manufactures and/or installs goods according to drawings, samples, models or other instructions in the widest sense of the term, received from the customer or from third parties via the customer, the customer guarantees that through the manufacture and/or delivery and/or installation of the goods, there is no violation of (intellectual property) rights of third parties. The customer indemnifies TWINPACK for claims if any in this regard.
- 15.6 If on the grounds of a right mentioned in Clause 15(5), a third party objects to the manufacture and/or supply and/or installation of the relevant goods, TWINPACK will have the right to suspend the manufacture or installation or delivery of the goods. In such case, the customer is bound to compensate TWINPACK for the expenses incurred, without prejudice to TWINPACK's claims to full damage compensation. TWINPACK is not bound to pay any damage compensation to the customer.

16 Violation/Penalty

- 16.1 If the customer is guilty of culpable shortcoming in the fulfilment of its obligations

under this agreement, in particular, but not limited to the obligations mentioned in Clause 15 of these General Terms and Conditions, he will be liable to pay TWINPACK an immediately payable penalty of EUR 12,000 per violation, as well as an immediately payable penalty of EUR 250 for each day that such violation continues, without prejudice to TWINPACK's right to claim full damage compensation.

17 Transfer of rights and obligations

- 17.1 TWINPACK will have the right to transfer all its rights and obligations under the agreement with the customer, to a third party. The customer declares his consent to the same for now as well as for the future.

18 Partial invalidity

- 18.1 If one or more provisions of this agreement with the customer, or of these General Terms and Conditions, are not completely legally valid, the other provisions will continue fully in force. The invalid provisions will be replaced by a suitable provision that reflects the intention of the parties and the economic result sought by them in a legally effective manner, to the extent possible.

19 Place of fulfilment

- 19.1 The place where the Registered Office of TWINPACK is located is the place where the customer must fulfil its obligations as against TWINPACK.

20 Applicable law

- 20.1 All disputes that arise in connection with the agreement entered into between the customer and TWINPACK, or further agreements that may result from the same including those with a foreign customer, will, in cases in which the court is approached, may exclusively be placed, in the first instance, before the competent court having jurisdiction over the place where TWINPACK's Registered Office is located. The law of The Netherlands will apply at all times and under all circumstances.