

C.I.V. Den Oever U.A.'s General Terms and Conditions Version: October 2011

Article 1. General Terms and Applicability

1. These terms and conditions apply to all special offers, quotations and contracts between Coöperatieve In- en Verkoopvereniging "Den Oever" U.A. based in Den Oever, The Netherlands, hereafter called "CIV", and a contract partner, hereafter called "buyer", provided the parties do not deviate from these terms and conditions explicitly and in writing.
3. Underlying terms and conditions are also applicable for contracts with CIV involving work carried out by third parties.
4. These terms and conditions have also been set for employees and directors of CIV.
5. All other terms and conditions of purchase and other terms and conditions of the buyer are explicitly excluded.
6. Should one or more clauses of these terms and condition become void in full or in part at any time or be discarded, the remaining clauses of these terms and condition will remain valid. CIV and buyer will then debate in order to set new clauses substituting the void or discarded clauses, considering the aim and intentions of the original clauses as much as possible.
7. In case of ambiguities with regard to the interpretation of one or more clauses of these terms and conditions, interpretation shall be in the spirit of these clauses.
8. In case of a situation occurring between parties that is not covered in these terms and conditions, the situation is to be judged in the spirit of these terms and conditions.
9. In case CIV does not demand strict adherence to these terms and conditions, it will not imply that the clauses of the terms and conditions do not apply or that CIV will lose the right to demand strict adherence of these terms and conditions in other cases.

Article 2. Special offers and quotations

1. All quotations and offers submitted by CIV are nonbinding, provided no time limit for acceptance has been stated. A special offer or quotation expires if the underlying product of the quotation or special offer has become unavailable in the meantime.
2. CIV shall not be bound by its quotations or special offers if it is reasonable to expect the buyer to assume that the quotations and special offers in full or in part obviously contain a mistake or a typing error.
3. CIV shall be bound by its quotations only if buyer has confirmed acceptance in writing thereof within fourteen days.
4. Prices quoted in special offers or quotations are subject to value added tax, other taxes and costs to be incurred for fulfilment of the contract, including travel expenses, accommodation costs, daily allowances, shipping costs and administrative charges, unless stated otherwise.
5. In case acceptance (including but not limited to ancillary clauses) differs from the offer mentioned in the quotation or special offer, CIV shall not be bound to it. The contract will not be concluded in accordance with the acceptance, unless CIV states otherwise.
6. An estimate of costs does not commit CIV to fulfil part of the order for the corresponding amount of the price quoted. Quotations and special offers will not automatically be valid for future orders.

Article 3. Delivery and times of delivery

1. If a specified period of time has been agreed or indicated on the expiry of which delivery of certain goods shall take place, this is never considered a firm date. In case of infringement of a delivery term the buyer has to declare CIV in default in writing. Buyer has to grant CIV a reasonable term to meet its obligations.
2. Should CIV need certain data from the buyer for fulfilment of the contract, execution time

will start as soon as the buyer has submitted these data correctly and completely to CIV.

3. Delivery will be ex works CIV, unless otherwise agreed. Buyer is obliged to accept the goods as soon as they are made available to him. Should buyer refuse to accept the goods or be in default of submitting information or instruction necessary for the delivery, CIV will be entitled to store the goods at the expense and risk of the buyer. Buyer will have to refund the storage costs to CIV.

4. In case of agreement of delivery other than ex works CIV, transport of the goods will be at risk of the buyer.

5. CIV reserves the right to contract third parties to execute certain parts of the work.

6. CIV is entitled to fulfil the order in separate parts and to invoice these fulfilled parts separately. This does not apply if a partial delivery has no separate value.

7. Risk of loss, risk of damage and risk of loss of value shall pass to the buyer as soon as the goods meant for the buyer have been transferred to the buyer. Paragraphs 3 and 4 of these articles remain unaffected.

Article 4. Changes of Specification of the Goods to be Supplied

1. CIV is entitled to deliver goods that differ from specifications agreed in the contract of purchase.

2. Should CIV make use of the possibility of delivering goods that differ considerably from agreed specifications, the buyer is entitled to dissolve the agreement. The buyer will be entitled to dissolve the agreement for seven days after he has discovered the difference or could have reasonably discovered it or has been informed by CIV.

3. The buyer is not entitled to dissolve the agreement if goods, packaging or related documentation have been modified in order to meet statutory provisions or if modifications of the goods are insignificant and imply an improvement.

4. CIV cannot be held liable if the modified purchased goods have been used for improper purposes or have been handled inappropriately.

5. The ordered length of mesh side may differ from the delivered length of mesh side due to the type of product. CIV does not grant any warranty with regard to the length of mesh side. The buyer bears the full risk of the difference and is not entitled to dissolve the agreement due to non-fulfilment.

Article 5. Samples, Models and Concepts

If CIV demonstrates or delivers a model, it is understood that this is to be considered as a draft. The quality of the goods to be delivered may differ from the sample, model or concept, unless explicitly stated that delivery will comply with the demonstrated or delivered sample, model or concept.

Article 6. Suspension, Annulment and Premature Termination of Contract

1. CIV is entitled to suspend fulfilment or annul the contract if:

- the buyer does not fulfil his contractual obligations, does not fulfil them completely or not in due time;
- CIV after conclusion of contract has learned about circumstances due to which CIV may reasonably conclude that buyer will not fulfil his obligations;
- buyer has been requested to provide security for fulfilment at conclusion of contract and does not provide security or security is insufficient;
- due to delays on the part of the buyer CIV can no longer be expected to fulfil the contract as originally agreed, CIV is entitled to dissolve the contract.

2. Furthermore CIV is entitled to dissolve the agreement should circumstances occur which render the fulfilment of the contract impossible or other circumstances which impede fulfilment by CIV unreasonably.
3. Should the contract be dissolved, claims of CIV owed by the buyer are due immediately. If CIV delays fulfilment of contract, legal and contractual rights remain unaffected.
4. Should CIV delay fulfilment of contract or dissolve the contract, CIV will not be liable for any damages or refund of expenses in any way.
5. If the buyer is responsible for the annulment of the contract, CIV is entitled to compensation, including directly or indirectly incurred costs.
6. If the buyer fails to fulfil his contractual obligations and non-fulfilment justifies an annulment of the contract, CIV is entitled to dissolve the contract directly and immediately, without obligation to pay damages or compensation, whereas the buyer is required to pay compensation or compensation due to non-compliance.
7. Should the contract be terminated prematurely by CIV, CIV will arrange for transfer of the work to a third party after consultation with the buyer, provided termination could not be attributed to the buyer. Additional costs that CIV might incur for the transfer of work will be charged to the buyer. The buyer is under the obligation to refund these costs before the due-date unless CIV has stated otherwise.
8. In case of liquidation, (petition for) suspension of payment, bankruptcy, attachment – unless attachment is lifted within three months – at the expense of the buyer, in case of the remission of a debt or other circumstances under which the buyer may no longer dispose over his assets freely, CIV is entitled to terminate the contract directly and immediately, or to cancel the order or the contract without being liable for damage or compensation. In this case claims of CIV owed by the buyer are due immediately.
9. Should the buyer cancel an order in full or in part, the buyer will be charged for the finished or ordered goods for this order plus shipping costs, removal costs and delivery costs and costs for the time reserved to carry out the agreement.

Article 7 Warranties, Inspection and Claims, Status of Limitation

1. CIV guarantees that the goods delivered by CIV are free of design errors, material defects and manufacturing faults during the period of the manufacturer's warranty. Goods delivered by CIV meet the norms and requirements that can reasonably be expected at the time of delivery under normal use of the goods.
2. Should the goods appear to have design errors, material defects or manufacturing faults, the buyer is entitled to a repair of the product. CIV may choose to replace the goods in case there are objections against a repair. The buyer is only entitled to a replacement if a repair is not possible. With regard to design errors the buyer is only entitled to repair / replacement if the manufactured goods differ from the order placed by the buyer. Therefore the buyer has to confirm the order in writing.
3. Warranty will become void if faults have occurred due to incompetent or improper use or if incompetent or improper use has resulted in a fault, if goods are used after their expiry date, in case of injudicious storage or maintenance by the buyer or by third parties, if the buyer or third parties have modified the product or tried to modify it without prior written consent of CIV, have attached other products that should not be attached to the product or if the product has been machined or processed other than instructed. The buyer is not entitled to claim warranty if the fault has occurred through circumstances outside of CIV's influence, including extreme weather conditions (including, but not limited to extreme rainfall and extreme temperatures) et cetera.
4. The buyer agrees to investigate the delivery (or have it investigated) as soon as the goods are made available to him respectively as soon as the work is completed. Furthermore

the buyer has to investigate whether the quality and the quantity of the delivery meets the quality, quantity and requirements agreed in the contract. Any visible defects must be reported to CIV in writing within three days after delivery. Any invisible faults are to be reported to CIV immediately, however, at the latest eight days after they have been discovered. The report needs to contain a detailed description of the faults in order to allow CIV to react appropriately. The buyer needs to grant CIV the opportunity to investigate the complaint (or have it investigated).

5. Should defects be discovered on goods delivered by CIV, the buyer is not allowed to use the goods from this moment on. Should the buyer keep using the goods after having discovered a defect, the buyer is not entitled to claim any warranty and hence will not be entitled to repair, replacement or compensation.

6. If the buyer submits a claim in time, the buyer's payment obligation shall not be suspended. The buyer remains under the obligation to accept and pay for the ordered goods.

7. If a fault is reported later, the buyer loses his right to repair, replacement or compensation.

8. Once it is certain that the product is faulty and the fault has been reported in time, CIV will replace or repair the faulty product or pay compensation within a reasonable period of time after receipt of the product, or, if return of the product is unreasonable, after the buyer has reported the fault in writing. If the product is to be replaced the buyer is obliged to return the product to CIV and to transfer the ownership of the product to CIV, unless stated otherwise by CIV.

9. Once it is certain that a claim was unfounded, CIV will charge the buyer with all costs resulting from the claim, including inspection fees.

10. After expiry of the warranty period all costs for repair or replacement including administration costs, shipping costs and travel expenses will be charged to the buyer.

11. Notwithstanding legal periods of limitation the period of limitation for all claims and complaints to CIV and third parties commissioned by CIV for fulfilment of a contract is limited to one year.

Article 8. Proprietary Rights

1. All goods delivered by CIV under a contract will remain property of CIV until the buyer has fulfilled all his obligations resulting from the contract (or contracts) concluded with CIV.

2. Goods delivered by CIV included in the proprietary rights due to Paragraph 1. may only be resold within the day-to-day business activities. The buyer is not entitled to pawn the goods delivered under reservation of ownership or to encumber them in any other way.

3. The buyer is obliged to undertake all steps that can reasonably be expected of him in order to ensure the proprietary rights of CIV.

4. In case third parties seize the goods delivered under reservation of ownership or intend to settle rights upon these goods, the buyer is obliged to inform CIV immediately.

5. The buyer is legally obliged to insure the goods that have been delivered under reservation of ownership and to keep insuring the goods against fire, explosion loss and water damage and against theft, and to submit the certificate of insurance for inspection at the first request of CIV. In case of pay-out of an insurance claim CIV is entitled to the amount of the pay-out. The buyer commits to cooperating with CIV as much as possible or necessary.

6. Should CIV wish to exercise its proprietary rights the buyer will grant CIV and third parties appointed by CIV approval, unconditionally and irrevocably, to access all sites where the property of CIV is stored and to take back the goods. In case of non-fulfilment on the part of the buyer the buyer will have to pay a fine of 10% of the amount owed to CIV for each day the buyer remains in default.

7. The buyer commits himself at the first request on the part of CIV:
- to pledge all buyer's claims to insurers with the regard to the goods delivered under reservation of ownership to CIV, in the way described in art. 3:239 of the Dutch Civil Code (Burgerlijk Wetboek);
 - to pledge all claims the buyer obtains from his customers when selling the goods delivered by CIV under reservation of ownership to CIV, in the way described in art. 3:239 of the Dutch Civil Code (Burgerlijk Wetboek);
 - to mark the goods delivered by CIV under reservation of ownership as property of CIV;
 - to cooperate in all possible and reasonable ways so that CIV can protect its proprietary rights with regard to the goods and in such a way that the buyer's day-to-day management is not interrupted.

Article 9. Increase in Prices

1. If a fixed price was agreed between CIV and the buyer, CIV will be entitled to increase the price regardless without the buyer being entitled to dissolve the contract for this reason, if the price increase is due to legal competence or a regulatory process or if it is caused by a price increase in raw material, wages et cetera, if the price increase represents a daily price or if the price had to be increased for other reasons that could not have been reasonably anticipated at the conclusion of the contract.
2. If the price increase has not been the result of a change of an alteration of contract, if it amounts to more than 10% and if the price has been increased within three months after conclusion of the contract, a buyer who is entitled to rely on Title 5 Paragraph 3 of Book 6 of the Dutch Civil Code (Burgerlijk Wetboek) may annul the contract in writing, unless CIV is willing to meet its contractual obligations at the price originally agreed upon, or unless the price increase is a result of a legal competence or a legal obligation or if delivery is required to take place later than three months after purchase.

Article 10. Packaging

1. The buyer must return borrowed packaging within 30 days empty and intact. Should the buyer fail to fulfil his obligations with regard to packaging, all costs resulting therefrom will be charged to the buyer. These costs will include costs resulting from belated return of goods and costs for replacement, repair or cleaning, among others.
2. Should the buyer fail to return borrowed packaging before the due-date indicated in the reminder, CIV is entitled to replace the packaging. The buyer is then under the obligation to refund these costs to CIV, provided CIV has announced these measures in the reminder.

Article 11. Payment and Collection Costs

1. Payment has to be made within 30 days after date of invoice:
 - by one of the legal means of payment accepted in the Netherlands at CIV's office;
 - by transfer of the amount to be paid into the bank account indicated by CIV.
2. Should payment of an invoice be overdue, the buyer will automatically be in default, subject to statutory prescriptions. In this case the buyer will have to pay 1% interest per month unless the statutory interest is higher, in which case the statutory interest is to be paid. Interest on the amount due will be calculated from the moment the buyer is in default until the full amount owed has been paid.
3. Payments made by the buyer will essentially always be used for the settlement of payments due, thereafter payments will be credited to the interest owed and afterwards to the invoices that have been overdue for the longest period, even if the buyer indicates that the payment relates to a later invoice.

4. CIV may refuse the complete repayment of the total amount if the payment does not cover the incurred and current interest and the collection costs.
5. The buyer is under no circumstances entitled to offset amounts owed to CIV.
6. The buyer's payment obligation shall not be suspended even in cases of objections to the amount invoiced. A buyer who is not entitled to rely on Paragraph 6.5.3 (Article 231 up to and including 247 Book 6 of the Dutch Civil Code [Burgerlijk Wetboek]) is not entitled to suspend payment of an invoice for any other reason.
7. Should the buyer be in default of the (timely) fulfilment of his obligations, all reasonable costs incurred out of court for fulfilment shall be borne by the buyer. Costs out of court amount to 15% of the outstanding total amount, except where otherwise provided by law.

Article 12. Force Majeure

1. CIV shall not be obliged to fulfil its obligations towards the buyer if circumstances that cannot be attributed to negligence prevent CIV from the fulfilment and if these circumstances can neither legally, nor due to a legal transaction or common opinion be attributed to CIV.
2. In addition to the legal definition and the definitions used in case law, in these conditions force majeure shall be understood to be any external circumstance, be it anticipated to not, on which CIV cannot have any influence but which prevents CIV from fulfilling its obligations, including strikes in the CIV workshop or third party's workshop. Furthermore CIV is entitled to plead force majeure if the circumstances preventing (further) fulfilment of contract occur after CIV was supposed to have fulfilled the contract.
3. CIV may suspend the contractual obligation during the period in which force majeure occurs. Should this period last for more than three months all parties are entitled to cancel the contract without liability to the other party.
4. CIV is entitled to invoice the part fulfilled respectively to be fulfilled separately, to the extent that CIV has fulfilled part of its contractual obligations or will be able to fulfil its contractual obligations at the occurrence of force majeure and to the extent that the delivered part or the part to be delivered represents stand-alone value. The buyer is under the obligation to pay these invoices separately as if it were a separate contract.

Article 13. Liability

1. If CIV is liable, liability shall be limited to the clauses mentioned in this article.
2. CIV does not accept liability for any damages that occurred because CIV acted on incorrect or incomplete data provided by the buyer or on behalf of the buyer.
3. Should CIV be liable for any damage, liability will be limited to the invoice amount of the order respectively to that part of the invoice to which the liability pertains.
4. In any case CIV's liability is limited to the amount that will be paid out by the insurer for the particular case.
5. CIV is only liable for direct damage. Direct damage will include only reasonable costs to assess the cause and extend of the damage, to the extent that such assessment concerns damage within the meaning of these general conditions, any reasonable costs necessarily incurred to have CIV's defective performance conform to the agreement, provided they can be attributed to CIV, and reasonable costs incurred to prevent or limit the damage, to the extent that the buyer demonstrates that those costs led to a limitation of the direct damage referred to in these general conditions.
6. In no case will CIV be liable for indirect damage, including consequential damage, lost profit, lost savings and damage due to interruption of operations.
7. The foregoing exclusions of liability do not apply to damage caused by wilful intent or

gross negligence on the part of CIV or its senior executives.

8. CIV is not liable if the buyer acts against the clauses in article 7 paragraphs 3, 4 and 5 of these general conditions.

Article 14. Release

1. The buyer agrees to release CIV from third party claims who incur losses connected to the implementation of the agreement, the cause of which can be attributed to parties other than CIV.

2. In case CIV is held liable by third parties the buyer agrees to fully cooperate and assist CIV both in and out of court and to immediately undertake all measures that may reasonably be expected. Should the buyer default on taking adequate measures CIV will be entitled to take these measures itself without prior notice. All costs and damages incurred by CIV and third parties will be at the expense and risk of the buyer.

Article 15. Intellectual Property

CIV reserves the rights and authorities to which it is entitled under the Copyright Act and other statutory provisions and regulations. CIV has the right to make use of the knowledge acquired through fulfilment of the contract, provided third parties will not get access to confidential data of the buyer.

Article 16. Applicable Law and Disputes

1. The terms of business and the complete legal relations with CIV shall be exclusively governed by Dutch Law, including contracts carried out abroad in full or in part and contracts involving parties located abroad. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

3. All disputes shall be finally settled by the court of Alkmaar (The Netherlands). CIV is nonetheless authorized to submit the case to a court of competent jurisdiction.

Article 17. Filing and Changes of Terms and Conditions

1. These terms and conditions were filed on 28 November 2011 with the registrar of the District Court of Alkmaar (The Netherlands) under reference number 308/2011.

2. The last-filed version or the version applicable at the time of entering into a legal relation with CIV is always the applicable version.

3. In the event of disagreement on the interpretation of these general terms, the Dutch text is binding.