

GENERAL TERMS AND CONDITIONS OF SALES and DELIVERY of the private company with limited liability MULTITUBES B.V. having its Registered Office at Wormerveer, district of Zaanstad, registered with the Chamber of Commerce and Industries of Amsterdam, under number 34249688.

1. SCOPE OF APPLICATION

1. The following terms and conditions apply to all offers and tenders made by Multitubes BV, agreements entered into with Multitubes BV and orders issued to Multitubes BV, whether national or international.
2. For the purposes of these terms and conditions, “customer” shall mean every natural (or legal) person who has entered into an agreement with Multitubes BV, or respectively, wishes to enter into the same, and in addition to the above, the representative(s), authorised representative(s), heir(s), assignee(s) and successor(s) of the same.
3. Additions to or deviations from these terms and conditions will only be valid if Multitubes BV agrees the same with the customer.
4. If in any agreement with the customer, Multitubes BV makes a deviation from these terms and conditions, the customer can never make claim to such deviations in later agreements. Deviations from these terms and conditions should expressly be agreed in each case in writing.
5. If as in the present case, the customer has his own Terms and Conditions of Purchase, the General Terms and Conditions of Sales and Delivery of Multitubes BV will always prevail, unless expressly agreed otherwise in writing between Multitubes BV and the customer. This should then be done on the request of the customer. This stipulation will apply without reduction to orders and deliveries abroad.

2. OFFERS, TENDERS and AGREEMENTS

1. All offers and tenders made by Multitubes BV, whether in the form of pricelists, printed matter, brochures, or otherwise - including verbal tenders/offers and other declarations of representatives or employees of Multitubes BV will always be non-binding.
2. Agreements or commitments made with employees of Multitubes BV will not bind Multitubes BV unless its Board of Directors confirms the same in writing. For these purposes, ‘employees of Multitubes BV’ will mean all employees of Multitubes BV other than members of its Board of Directors.
3. All offers will have a maximum validity period of 14 days after the offer date unless otherwise described in the offer.
4. An agreement between Multitubes BV and the customer will only be formed if and after a written order is signed for approval by the customer’s representative duly authorised in this regard, and is returned to Multitubes BV, or in the absence of the same, Multitubes BV has commenced delivery as per the order. For these purposes, the ‘date of formation of the agreement’ shall mean the date of the written confirmation of the order by or on behalf of Multitubes BV, or respectively, the date of delivery.
5. If Multitubes BV enters into an agreement with two or more parties, such parties will be jointly and severally liable for the fulfilment of all the obligations arising under the agreement.
6. Multitubes BV will have the right to engage third parties for the execution of a supply order issued to it, and to charge the costs of the same to the customer.
7. In case of carriage-paid deliveries, the cheapest mode of despatch will be used. The customer will bear the extra costs of all other modes of despatch used on the request of the customer.

3. PRICES

1. All prices are in Euros and are exclusive of VAT.
2. Unless expressly agreed at the time of order confirmation, the price will not include the following, if any:
 - A. Preparatory costs, including drawing and printing block costs.
 - B. Packing and handling costs.
3. Multitubes BV may also charge administrative costs for orders of a value of less than € 500/- (excl. VAT), in addition to the despatch costs.
4. The prices are based on costs prices as applicable at the time of making the offer.
If these cost prices increase due to increases in the prices of raw materials, materials, auxiliary materials, components, transportation costs, wages, insurance premiums, taxation, import duties, foreign exchange rates, etc, since the date of the offer, Multitubes BV will have the right to increase the price accordingly.
5. The provisions of the previous paragraph will also apply if these cost price escalating factors could have been foreseen at the time of concluding the agreement.
6. If the cost price increase as per Clause 3(4) is more than 15%, the customer will have the right to cancel the order within 3 days of the time at which the customer takes cognisance of the fact.
7. The customer will bear price increases arising from additions and/or changes to the order or agreement.

4. DELIVERY/DELIVERY PERIOD

1. Specifications of delivery dates are only indicative and will not bind Multitubes BV unless expressly agreed otherwise in writing.
2. If the agreed delivery dates are exceeded, except within reasonable limits, the customer will not have any right to demand damage compensation in any form whatsoever, or non-acceptance or termination of the agreement or the full or partial suspension of the fulfilment of any obligation of the customer under the agreement.
3. The delivery obligations of Multitubes BV will be deemed to have been fulfilled through the one-time offer of the goods. The proof of receipt of goods, duly signed by the customer, or by the customer's representative, will constitute full proof of delivery.
If the customer does not accept the goods, he/it will bear the travelling, storage and other costs. The customer will also bear the risk of all direct or indirect damage that may be caused to or by these articles to the customer, to Multitubes BV and/or to third parties.
4. If the customer fails to provide Multitubes BV with the information required for the execution of the supply order in time, or if timely delivery is not possible due to any action of the customer, the delivery dates will always be suspended for the period or by a number of days that Multitubes BV may reasonably require in order to be able to fulfil its obligations under the agreement.
5. In case of non-timely delivery, the customer should always issue Multitubes BV with a written notice of default, and provide it with a reasonable period of time to fulfil its supply obligations.

5. RESERVATION OF TITLE AND PASSING OF OWNERSHIP

1. The articles supplied will remain the property of Multitubes BV until the customer fulfils his payment and other obligations.
2. In conformity with the provisions of Clause 9(5), Multitubes BV will have the right to take back the articles delivered if the customer does not fulfil any provision under the agreement, or fails to do so in time, or to do so properly, or in case of another circumstance as per Clause 6.1. The customer will grant Multitubes BV irrevocable authorisation in this connection, to obtain access to the room/area(s) in which the articles supplied are located, failing which the customer will be liable to pay a penalty of € 5,000.00 per day, without prejudice to the right of Multitubes BV to demand full damage compensation.

3. If Multitubes BV has actually taken back the articles delivered, the agreement is terminated in accordance with the provisions of Clause 6.1.
4. The customer is bound to notify Multitubes BV immediately in writing that third parties have made a claim to rights on articles supplied by Multitubes BV, insofar as such articles are (as yet) not the customer's property, and also if any eventuality as per Clause 6.1 occurs. If it is later found that the customer has not fulfilled this obligation, he is liable to pay a penalty of 30% of the amount payable, exclusive of VAT, subject to a minimum of € 500/-
5. The customer undertakes, on the first request of Multitubes BV, to do the following:
 - the customer undertakes to insure and keep insured the articles delivered under the right of reservation of title, against fire, explosion and water damage as well as against theft, and to submit such insurance policy for inspection.
 - to pledge to Multitubes BV all the claims of the customer against insurers in relation to articles supplied under the right of reservation of title, in the manner described in Section 3:239 of the Civil Code;
 - to pledge the claims that the customer may acquire against his own customer while reselling the articles supplied by Multitubes BV under the right of reservation of title, in the manner described in Section 3:239 of the Civil Code;
 - to mark the articles supplied by Multitubes BV under the right of reservation of title, as being the property of Multitubes BV;
 - to co-operate in other ways in taking all reasonable measures that Multitubes BV wishes to take to protect its ownership rights in relation to the articles, that do not unreasonably hinder the customer in the normal operation of his/its business.

6. TERMINATION OR DISSOLUTION OF THE AGREEMENT

1. Multitubes BV reserves to itself the right to terminate the agreement(s) entered into with the customer with immediate effect without judicial intervention, if the customer:
 - A. Is declared bankrupt, applies for suspension of payments or applies to be declared bankrupt, or is placed under administration.
 - B. Fails to fulfil any (payment) obligation under the agreement, or fails to do so properly, or in time.
 - C. Takes a decision to liquidate and/or close down his undertaking.
 - D. Loses the right of free disposal of his assets, or if the customer is a natural person, if he is placed under tutelage, or dies;
2. In case of termination as mentioned above, all the claims against the customer will be immediately payable and Multitubes BV will also have the right to demand full compensation of damage, loss of profit, interest and costs.
3. The item "loss of profit" will amount to at least 15% of the agreed price, subject to a minimum of € 500.00 (excl. VAT), except where proof to the contrary is produced; the item "loss of profit" will be equal to the statutory commercial interest.

7. TRANSFER OF RISK

The risk relating to the articles delivered by Multitubes BV will, without prejudice to the provisions contained in the previous sub-clause, pass to the customer from the moment of delivery. This will also apply if the customer himself collects the goods or has the goods collected.

8. LIABILITY

1. The liability of Multitubes BV under an agreement entered into with the customer will be limited to the invoice amount of the agreement excluding VAT, and alternatively, to the amount of the payment made by the insurance company insofar as this liability is covered by its insurance;
2. Multitubes BV is not liable for the colour, form, material, etc, selected by the customer for the goods and materials supplied, and does not guarantee that the goods and materials delivered are fit for the use that the customer intends to make of the same. In any case, Multitubes BV only undertakes to supply the articles.
3. Minor colour deviations or deviations in quantity of 10% or less, will not constitute a ground for rejection.
4. Multitubes BV is also not liable for the consequences of defects in the film masters or other similar materials provided by the customer for printing the uniform article code or any other similar material, or for the difficulties or the consequences of difficulties arising during the use of the printed code. For these purposes, 'film masters provided by the customer' shall mean the samples of the printed matter, approved by the customer, with the uniform article code.
5. Faulty storage of the articles by the customer will exclude the liability of Multitubes BV.
6. The customer will in no case be entitled to make any claim against Multitubes BV after commencing the use, operation or processing of the articles supplied or any part thereof. The customer is bound to carry out an Incoming Goods inspection before processing the goods, and in case of any complaints, to immediately notify Multitubes BV before operating the same, with a view to further discussion.
7. Multitubes BV will use normal inks for printing. If the customer has any special requirements in respect of the printed matter, for example, concerning resistance to light, alkalis and abrasion, etc, these should be expressly specified in advance. Even if Multitubes BV accepts these requirements, minor deviations from the same will not constitute a ground to reject the articles or to create liability on the part of Multitubes BV.
8. Multitubes BV will only provide printing proofs if the customer expressly requests and pays for the same, or if Multitubes BV considers this desirable.
9. Printing proofs that are signed by the customer for approval will be binding for the execution of the order and can therefore not constitute a basis for complaints.
10. The parties expressly exclude any liability on the part of Multitubes BV for the consequences of the (non)-usability of the EAN symbol ("bar code") or any other code, placed on the articles delivered by Multitubes BV on the request of the customer, and for the consequences of the incorrect reading of such code by the equipment used for the same, except in case of culpable shortcoming of Multitubes BV during manufacture. Without specific written instructions of the customer, orders will be executed using materials conventionally used in the sector, in accordance with normal production methods.
11. All further liability either for direct or indirect damage, costs and interest, under any heading whatsoever, is excluded.
12. The customer indemnifies Multitubes BV for all prosecution, suits or other procedures instituted by third parties insofar as the same result from the liability and/or damage incurred by the customer, unless the actions and/or omissions of the customer result from the failure of Multitubes BV to fulfil its obligations, or to do so in time, or to do so properly.

9. PAYMENT

1. Unless agreed otherwise in writing, all payments should be made within 14 days of the invoice date either in cash at the office of Multitubes BV, or into a bank account to be designated by Multitubes BV.
2. All payments should be made without setting-off any debts.
3. If Multitubes BV has not received the invoice amount from the customer within a period of 14 days, the customer will be deemed to be in default (without the need to issue a separate notice of

default), by operation of law; the customer is bound to pay interest on the payable amount in accordance with the statutory commercial interest rate, subject to a minimum of 1% per month, on the period for which the purchaser is in default, with the period being computed in terms of full months.

4. If the payment of an invoice is not received within a period of 14 days of the invoice date, and if in such case Multitubes BV takes legal measures to recover the payment from the customer, the customer is bound to pay the (extra)judicial collection costs incurred by Multitubes BV. These costs are determined to be 15% of the principal sum payable (or part thereof), subject to a minimum of € 250.00, without prejudice to the costs of the proceedings payable by the customer in connection with a court judgement.
5. All payments made by or on behalf of the customer will first be applied toward the costs and interest payable, and then against the principal sum of the invoice outstanding for the longest period of time.
6. If the customer remains in default in paying for a part delivery or delivery phase, Multitubes BV will have the right to suspend work on the remaining orders or phases still to be executed, for such time as the customer fails to pay a payable (part) invoice, without prejudice to the right of Multitubes BV to definitively terminate the order(s), and to demand payment of all the amounts that Multitubes BV is entitled to claim upto that moment. In such case, Multitubes BV will also have the right to damage compensation as per Clause 6.
7. Multitubes BV is entitled, irrespective of the agreed payment conditions, to demand full security for the payment, and to suspend the completion of the order/delivery if such security is not provided.

10. FORCE MAJEURE

1. Force majeure will also include situations in which Multitubes BV is unable to execute the order in accordance with the terms agreed, due to extraordinary circumstances such as fire, traffic impediments, or transport problems, mobilisation, a state of siege, riots or insurgence, impediments to imports or exports, or other governmental measures or regulations, and further, all such circumstances that Multitubes BV cannot reasonably be expected to control.
2. In case of force majeure, Multitubes BV will have the right to either suspend the agreement without judicial intervention as long as the force majeure situation continues, or to terminate the agreement, without Multitubes BV being bound to pay any damage compensation or penalty to the customer. Multitubes BV will have the right to invoice the customer for any deliveries made upto that point, on prorata basis.
3. If the delivery of an order is suspended for more than 20 working days, the customer will also have the right to terminate the agreement.
4. If the agreement is terminated as mentioned above, Multitubes BV will have the right to demand payment for all such deliveries made/work done upto that point, and Multitubes BV will also not be bound to pay the customer any damage compensation or penalty.

11. COMPLAINTS

1. The customer undertakes to inspect the articles purchased (or to commission such inspection), on delivery. In this connection, the customer should check whether the delivery made corresponds to the agreement, namely:
 - whether the correct articles have been delivered;
 - whether the quantity of the articles delivered fulfil the agreed quantity requirements;
 - whether the articles delivered fulfil the agreed quality requirements or - if these are absent
 - the requirements that may be imposed on normal use and/or use for commercial purposes.
2. The customer cannot make any further claim to defects in the performance if he fails to object to the same

to Multitubes BV in writing through registered letter within an appropriate time after he has discovered the defect or should reasonably have discovered the same, or he has not offered Multitubes BV an opportunity to inspect and repair the defects, or he has fully or partially processed or operated the articles delivered, respectively has commissioned such processing, operation, or use, or has further delivered the goods to third parties.

3. 'Appropriate time' for these purposes shall mean 8 days after receipt of an article or if the same has not been delivered or handed over, within 8 days after the customer discovers a fault, in which case, he should notify Multitubes BV of the same in writing, together with proof, concerning the exact nature of the defect, and when and how he discovered the defect. Complaints concerning invoices should reach Multitubes BV by registered letter no later than 5 working days after the date of sending the same.
4. After the expiry of the above-mentioned due dates, the customer will be deemed to have approved the goods supplied, respectively, the invoice. In such case, Multitubes BV will no longer entertain complaints/objections. Until Multitubes BV responds to the complaint, the customer will have no right to process/operate the articles delivered unless the customer has decided not to make any complaints.
5. If there are complaints concerning a part of the articles delivered, this cannot constitute a basis for rejecting the delivery as a whole.
6. Minor deviations that are permissible under conventional commercial practices, cannot constitute a ground for a complaint. Among other things, this concerns, but will not be limited to, deviations in colour and quantity as per Clause 8(3). Complaints relating to the provisions of Clause 8, in respect of which the liability is therefore excluded, will not be processed.
7. Even if the customer complains in time, his obligation to pay and to accept delivery against the orders placed, will continue. Articles may only be returned to the seller after obtaining the prior written consent of the seller.

12. CANCELLATION OF CONTRACT

1. If the customer terminates an order in whole or in part, Multitubes BV will have the right to charge cancellation costs of an amount of at least € 500.00, to be charged on the net purchase price in the following time frame:
 - A. Upto 31 working days prior to the agreed delivery date, 35%
 - B. 30 – 20 working days prior to the agreed delivery date, 50%
2. It will not be possible to satisfy requests for cancellation of the entirety or of a part of the order within 20 working days before the agreed date of delivery and/or the partial execution of the order.
3. Cancellation should be made in writing, through registered letter. The date of receipt of the letter will be the date of cancellation.

13. COPYRIGHT/SECREC/ASSIGNABILITY OF CONTRACT

1. Multitubes BV reserves to itself all industrial and intellectual property rights relating to the materials supplied by it and the inventions, drawings, lithographs, models, and copyright works contained therein, even if the customer has placed an order.
2. The customer is prohibited to copy, change, reproduce the products supplied by Multitubes BV, without the express consent of Multitubes BV. If this condition is violated, the customer is bound to pay a penalty of € 50,000.00 per violation, without prejudice to the right of Multitubes BV to terminate all existing contracts and to demand damage compensation/loss of profit in accordance with the provisions of Clause 6.
3. Multitubes BV will take measures to ensure that all the information provided to it by the customer is solely and exclusively used for the execution of the order. Multitubes BV will not make such information known to third parties without the written consent of the customer.

4. Multitubes BV will duly follow reasonable instructions of the customer concerning the maintenance of secrecy.
5. It is not permissible for the customer to transfer his/its rights and/or obligations arising under the agreement entered into with Multitubes BV. The assignment of rights and/or obligations is only permissible after the customer notifies Multitubes BV and obtains its express written consent for the same.
6. By issuing an order for copying or reproducing objects protected by copyright or any industrial property law, the customer declares that no copyright or industrial property rights of third parties are violated. The customer indemnifies Multitubes BV, judicially as well as extrajudicially, against all consequences, financial and otherwise, arising from such copying or reproduction.
7. If no order is issued after an ordered design as per Clause 13.1 above, charges for the same will be levied after one month, while the copying and reproduction rights remain with Multitubes BV.
8. Copyright is not included in the costs of the designs.

14. DISPUTES

1. The law of The Netherlands will apply to every tender, offer, order, order confirmation, agreement and legal proceedings that may arise from the same. A dispute if any arising from the same can, in the first instance, be placed before the court of Haarlem, if the court is competent to take cognisance of the same, unless Multitubes BV wishes to place the dispute before the court having jurisdiction over the place where the Registered Office or place of residence of the customer is located.
2. If Multitubes BV and the customer so desire, the parties may place the dispute before an arbitration committee, with exclusion of the civil court and of higher appeal. If it is decided to approach an arbitration committee, the following is laid down, for now and for the future:
 - A. A dispute will be said to exist if a party declares that a dispute exists.
 - B. An arbitration committee will consist of 3 arbitrators and their award will be binding on the parties.
 - C. The arbitrators will be appointed in the following manner: 1 will be appointed by the claimant party, 1 by the defendant party, and a third expert appointed by both the arbitrators. Their obligation will continue until a final decision is issued.
 - D. At least 1 of the arbitrators will be a legal expert (Master of Laws).
 - E. The arbitrators should be appointed at the most within 4 weeks after submitting the request for the same.
 - F. A request to start the arbitration proceedings may be made by registered letter addressed to the arbitrators as soon as they are appointed. The aforesaid letter will clearly mention the disputes and the claims.
 - G. A request will no longer be admissible if the performance to which the dispute relates has been rendered more than 6 months ago.
 - H. The proceedings will be conducted in such manner as may be determined by the arbitrators in each case.
 - I. At the appropriate time, the arbitrators will pronounce their award as good persons acting in fairness without being bound by the strict rules of the law.
 - J. The arbitrators will have the right to demand an advance as guarantee for the fulfilment of the costs of the arbitration proceedings, either from the claimant party or from both the parties.
 - K. The losing party will be ordered to pay the costs of the arbitration proceedings as may be determined by the arbitrators, as well as the costs incurred by the counter-party.
 - L. If both the parties are lose to each other with respect to specific points, the costs of the arbitration proceedings will be shared between them and the costs of the parties themselves will be compensated between them in whole or in part.

- M. The costs mentioned above will include the fees of the arbitrators, upto the amount to be determined by them.
- N. The arbitrators are bound to maintain secrecy in respect of all such things as may come to their knowledge during the performance of their work.

15. SPECIAL PROVISIONS

1. The materials or information (carriers) to be supplied by the customer should fulfil the requirements contained in the specifications provided by Multitubes BV. Multitubes BV is not liable for the consequences of printing mistakes in the text provided by or on behalf of the customer, which are not corrected by the employees of Multitubes BV.
2. The preservation of production equipment:
 - A. All production media such as graphics image carriers, reprographic media and/or other information carriers, etc, will only be preserved if the customer orders the same in writing within the required time. The cost of preservation will be charged to the customer.
 - B. The preservation of the production media is not a guarantee that they can be used again.
3. Ownership of production media:
 - A. All production media such as printing blocks, printing plates, cylinders, lithographs, negatives, positives, stamp plates, information carriers, software and other graphic material form part of the printing press inventory, and as such are owned by Multitubes BV, even if charges are levied for the same.
 - B. The customer cannot demand that these components should be surrendered to him, unless otherwise agreed by Multitubes BV in advance.
 - C. Multitubes BV is not bound to preserve these components.

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