

GENERAL CONDITIONS OF STOPAQ EUROPE B.V.

(hereafter called STOPAQ Europe)

Definitions

In these General Conditions ("the Conditions") the following terms have the following meaning:

Advice: All (technical) advice given by STOPAQ Europe, including support and service, in whatever form;

Customer: Every natural or legal person with whom STOPAQ Europe makes a Contract or with whom STOPAQ Europe negotiates on the making of a contract;

Order: Every assignment of the Customer to STOPAQ Europe, in whatever form, for the delivery of Products and/or Advice; Contract: Every contract made between STOPAQ Europe and the Customer, any change or addition thereto, and all (legally binding) transactions for the preparation and performance of the contract;

STOPAQ Europe: The private limited company STOPAQ Europe B.V., having its registered office in Stadskanaal;

Products: All goods which are the subject-matter of a Contract;

Applicability

The Conditions form part of all Contracts and apply to all related (legally binding) transactions of STOPAQ Europe and the Customer. STOPAQ Europe explicitly rejects the applicability of any other general or specific conditions or provisions.

Offers, making of Contracts, quotes and indications relating to Products and Advice

An offer or (price) quote does not bind STOPAQ Europe and is only an invitation for the Customer to place an Order.

A Contract can only be made if and insofar as STOPAQ Europe accepts an Order in writing or STOPAQ Europe de facto executes an Order. All statements by STOPAQ Europe relating to figures, dimensions, weights and/or other indications of the Products and/or in the Advice are made with care. However, STOPAQ Europe cannot guarantee that no deviations will arise with regard to such statements. STOPAQ Europe reserves the right to make changes to the composition of the Products.

Prices

All prices of STOPAQ Europe are expressed in Euro and exclusive of turnover tax.

Unless explicitly otherwise stated, the costs of shipment, import and export duties and excise, as well as all other duties or taxes levied or imposed with regard to the Products and the transportation thereof are at the Customer's expense.

The prices of STOPAQ Europe are based on the price list in effect at the time the Contract was made. The prices used by STOPAQ Europe are inclusive of packing costs. STOPAQ Europe can correct and charge undeniable errors in the prices.

Payment

Unless otherwise agreed the Customer shall pay STOPAQ Europe the amounts charged to the Customer within 30 (thirty) days after the invoice date. All payments, at the election of STOPAQ Europe, shall be made at its office or on a giro or bank account designated by STOPAQ Europe. In the event payment is made at the office of STOPAQ Europe, payment shall be in cash or by means of guaranteed giro or bank cheques.

The Customer is not entitled to set-off. The Customer furthermore does not have the right to suspend any (payment) obligation vis-à-vis STOPAQ Europe.

Without the need for notice of default, the Customer shall owe legal interest over all amounts which have not been paid at latest on the last day of the payment term, as of that day.

If the Customer is in default vis-à-vis STOPAQ Europe, he is obliged to compensate STOPAQ Europe for the extrajudicial and judicial costs in full. The extrajudicial costs to be compensated by the Customer shall be at least 15 (fifteen) % of the unpaid amount, with a minimum of 350 euro (three hundred and fifty euro), to be increased by the turnover tax owed thereover.

If STOPAQ Europe, after the Customer is in default, sends payment reminders or other requests for payment to the Customer, this does not detract from the provisions of the preceding two paragraphs and Clause 13.

Retention of title

Notwithstanding de facto delivery, title to the Products shall only pass to the Customer after the Customer has paid all that he owes or will owe to STOPAQ Europe under any Contract with regard to the relevant Products in full.

Before the title to the Products passes to the Customer, the Customer is not entitled to give the Products into use or lease, to pledge or otherwise encumber the Products. The Customer is only entitled to sell or deliver the Products to which STOPAQ Europe is the owner to third parties insofar as such is necessary in the framework of the Customer's normal course of business.

If and as long as STOPAQ Europe holds title to the Products, the Customer shall immediately inform STOPAQ Europe when the Products fall or are at risk of falling under any (bankruptcy) attachment or some other claim is made in respect of (any part of) the Products.

If necessary the Customer shall immediately inform third parties that STOPAQ Europe is the owner of the Products. Moreover, in such case the Customer shall inform STOPAQ Europe upon its first request where the Products, to which STOPAQ Europe holds the title, are located and if so desired shall allow STOPAQ Europe access to buildings and/or areas in order to take possession of said Products.

Delivery and risk

STOPAQ Europe is at all times entitled to deliver in part shipments. If no delivery term has been fixed, the delivery term is 4 (four) weeks, without prejudice to the provisions of Paragraph 2 of this Clause 7. A delivery term indicated by STOPAQ Europe is based on the circumstances applying to STOPAQ Europe at the time the contract was made and, insofar as dependent on third parties, on the information which said third parties have given to STOPAQ Europe.

In the event of late delivery the Customer is not entitled to any compensation in this respect. Nor in such case does the Customer have any right to dissolution of the Contract, unless the exceeding of the delivery date is such that it cannot reasonably be demanded of the Customer that he leave the relevant part of the Contract in effect.

Agreed delivery conditions are to be interpreted in conformity with the Incoterms of the International Chamber of Commerce in Paris applicable at any time.

If the conditions referred to in the preceding paragraph have not been agreed, the delivery and the transfer of risk of the Products shall always be effected at the time and place when and where the Products are ready for shipment to the Customer. STOPAQ Europe shall inform the Customer as soon as possible of the above-mentioned time and place and the Customer shall take the Products as soon as possible, but at latest within 10 (ten) working days after notice.

If the Customer does not take the Products or does not take them in time, he shall be in default without the need for notice of default.

STOPAQ Europe is in such case entitled to store the Products at the Customer's expense and risk or to sell them to a third party. The Customer shall continue to owe the purchase price, increased by the interest and costs (by way of compensation), however where appropriate decreased by the net proceeds of the sale to the aforementioned third parties.

If the Customer wishes to return the remainder of the Products, insofar as they are still in the original and unopened packing, in immaculate condition and still have a shelf life of at least 4 (four) months and STOPAQ Europe agrees to such, the Customer can return the remainder in the manner indicated by STOPAQ Europe. In such case STOPAQ Europe shall then credit the Customer, depending on the condition and maintenance of the Products, a maximum of 90% of the value of the remainder. STOPAQ Europe shall not take back products especially manufactured for the Customer.

Force majeure

If STOPAQ Europe cannot perform its obligations to the Customer due to force majeure, the performance of those obligations shall be suspended for the term of the force majeure situation.

If the force majeure situation has lasted 6 (six) weeks, both parties have the right to dissolve the Contract in writing, in whole or in part, insofar as the force majeure situation justifies such.

In the event of force majeure the Customer has no right to any compensation, even if STOPAQ Europe were to enjoy any advantage as a result of the force majeure.

Force majeure on the part of STOPAQ Europe means any circumstance beyond the control of STOPAQ Europe which impedes the performance of its obligations vis-à-vis the Customer in whole or in part or in consequence of which the Customer cannot fairly demand that STOPAQ Europe perform its obligations, regardless of whether such circumstance was foreseeable at the time the Contract was made. Such circumstances include: strike, stagnation or other problems in the production by STOPAQ Europe or its suppliers and/or with the own transport and/or transport provided by third parties and/or the lack of any permit to be obtained from a public authority and/or scarcity or an objectively determined lack of raw materials, both on the part of STOPAQ Europe and on the part of its suppliers.

Inspection and Complaints

The Customer is obliged to carefully inspect the Products immediately after delivery.

Any complaints must be presented at latest within 15 (fifteen) days after delivery of the Products or the giving of Advice in writing to STOPAQ Europe.

Defects which cannot reasonably be detected within the term set out in Paragraph 1 of this Clause 9 must be reported to STOPAQ Europe in writing immediately after they are detected and at latest within 45 (forty-five) days after delivery of the Products or the giving of the Advice. The Customer must ascertain the shelf life of the Products and if necessary give STOPAQ Europe written notice prior to the term referred to in Paragraphs 1 and 2 of this Clause 9.

On condition that a complaint has been lodged in time, correctly and in accordance with the provisions of this Clause 9 and it has been satisfactorily demonstrated that the Products and/or Advice do not correspond with what has been agreed in this respect, or show material and/or construction faults, or do not function properly, STOPAQ Europe has the option of either delivering the Products which have turned out not to be fit again free of charge against return of the unfit Products, or of properly repairing the relevant Products, or of granting the Customer a discount on the purchase price to be determined in consultation or of giving the Advice again or of giving the Customer partial credit for the Advice invoiced.

By effecting one of the options for performance referred to above STOPAQ Europe shall have fully performed its obligations in this respect.

After detecting any defect the Customer is obliged to immediately cease the use, the processing and/or installation of the relevant Products or the Advice and furthermore to do and refrain from doing all that is reasonably possible to prevent (further) damage.

The Customer shall fully cooperate in any investigation of the complaint, inter alia by giving STOPAQ Europe the opportunity of investigating the circumstances of the use, the processing and/or installation.

The Customer is not free to return the Products before STOPAQ Europe has agreed to such. Only if a complaint has been lodged in time, correctly and with grounds will the reasonable costs of the return be borne by STOPAQ Europe.

If the Customer presents a complaint in time, correctly and with grounds, the liability ensuing therefrom for STOPAQ Europe is limited to the obligations described in Paragraph 3 of this Clause 9.

If when accepting the Products or the bill of lading or the delivery note, no comments or notations were made with regard to the packing then, subject to evidence to the contrary, the Products shall be deemed to have been in fit and proper condition upon delivery. The Customer cannot derive any claim from Advice not laid down in writing, in conformity with the relevant conditions of STOPAQ Europe.

Failure on the part of the Customer to comply with any obligation under this Clause 9 shall lead to loss of any claim of the Customer relating to complaints regarding the Products and/or Advice.

Conformity with specifications

STOPAQ Europe guarantees that the Products satisfy the written specifications presented to STOPAQ Europe, provided the Products are used and stored in the customary manner and carefully in accordance with the rules of construction and the normal rules of building practice and all instructions given for the use of the Products, as included in the last version of the documentation with the Products, the most recent version of Technical Information and/or Trademark Sheets, (Product Safety) Information Sheets issued by or on behalf of STOPAQ Europe and the instructions referred to in the conditions, are complied with in time and in full.

The obligations relating to the specifications do not extend to the result after processing of the Products.

Unless explicitly specified in writing specifically on behalf of the Customer by STOPAQ Europe, STOPAQ Europe does not guarantee the fitness of the Products for the purpose for which the Customer wishes to use them.

STOPAQ Europe guarantees that the written Advice, which shall satisfy the provisions of Clauses 9 and 8, is given diligently and in accordance with the state of technology.

Liability

Unless the damage has been caused by intent or gross negligence of STOPAQ Europe or its managerial staff or liability ensues from Title 3 Section 3, Book 6 of the Civil Code (product liability), STOPAQ Europe shall never be liable under any heading whatsoever for damage which the Customer might suffer with regard to (the use and/or the storage of) Products and/or Advice, including loss of profit and/or environmental damage and intangible damage.

Without prejudice to the provisions of Paragraph 1 of this Clause 11 the contractual and statutory liability of STOPAQ Europe is at all times limited to the amount of the purchase price of the Product and/or costs charged for the Advice in respect of which the liability arose.

Unless the damage was caused due to gross negligence of STOPAQ Europe or its managerial staff, the Customer shall indemnify STOPAQ Europe against all claims connected with (the use of) the Products and Advice, of whomsoever, insofar as these claims exceed the liability of STOPAQ Europe pursuant to the Conditions and the Customer shall compensate STOPAQ Europe for all damage which STOPAQ Europe suffers as a result of such claims.

Intellectual property

The Customer shall not acquire any intellectual property rights with regard to the Products and the Advice.

The Customer is not permitted to alter or remove trademark or other distinguishing marks on the Products or the packing, or to alter or copy the Products and the Advice or any part thereof.

STOPAQ Europe states that to the best of its knowledge the Products and the Advice do not infringe any intellectual property rights of third parties applicable in the Netherlands. In the event of claims of third parties with regard to an infringement of such rights, STOPAQ Europe can if necessary replace or alter the relevant Product, or the parties can dissolve the Contract in whole or in part.

The Customer shall immediately inform STOPAQ Europe of any claim of a third party in respect of an infringement of intellectual property rights relating to the Products.

In the event of such a claim, with the full cooperation of the Customer, only STOPAQ Europe is entitled to present a defence, including on behalf of the Customer, or to take legal measures against such third party, or to agree an amicable settlement with such third party. The Customer shall refrain from taking any such measures insofar as such can fairly be demanded of him.

Default/Dissolution

If the Customer does not perform any obligation ensuing for him under any Contract properly or in time, the Customer shall be in default without the need for notice of default and STOPAQ Europe shall be entitled: to suspend the performance of the Contract and directly related contracts until performance has been sufficiently secured and/or to dissolve the Contract and contracts directly connected therewith in whole or in part.

In the event of a (provisional) moratorium, bankruptcy, cessation or dissolution of the Customer's business, all Contracts with the Customer shall be legally dissolved, unless STOPAQ Europe gives the Customer notice within a reasonable time that it demands performance of (a part of) the relevant Contract(s). In the latter case the claims of STOPAQ Europe shall be immediately due and STOPAQ Europe shall be entitled without notice of default to suspend the performance of the Contract until the Customer has given sufficient security for performance.

The provisions of the preceding two paragraphs do not detract from STOPAQ Europe's other rights under the law and the Contract.

General

The Customer is not entitled to transfer his rights and/or obligations to a third party without the prior written consent of STOPAQ Europe. The conditions of a Contract shall, subject to the following full sentence, only be determined by the Conditions. Changes and additions to any provision in a Contract and/or the Conditions only apply if STOPAQ Europe has recorded them in writing and they shall only relate to the relevant Contract.

If any provision of the Contract should be (partly) void or voidable, such provision shall not be taken into consideration. In such case an arrangement shall take the place thereof which corresponds as much as possible with the original arrangement and the intention of the parties.

Applicable law/competent court

All Contracts and/or legally binding transactions to which these Conditions apply are exclusively governed by Dutch law.

All disputes shall exclusively be brought before the competent court in Amsterdam, on the understanding that STOPAQ Europe has the right to bring claims, simultaneously or otherwise, against the Customer before other public bodies which are competent to adjudicate such claims.

The applicability of the Vienna Sales Convention 1980 (ISG) is excluded (as are any other regulations relating to international sale contracts which shall apply after registration of the Conditions in the Netherlands, if and insofar as exclusion of such regulations is legally possible).

These General Conditions were registered on 2 November 2000 with the Chamber of Commerce in Groningen under number 02327624