GENERAL TERMS OF DELIVERY ASEC KUNSTSTOFFEN BV

ARTICLE 1 GENERAL

1. These conditions apply to any tender offer and agreement between ASEC KUNSTSTOFFEN BV, hereinafter referred to as "User", and a Party which User these conditions has stated, if these conditions are not expressly and in writing deviated.
2. These conditions also apply to agreements with User, the execution of which User services of third parties.
3. These general conditions are also written for the employees of User and its management.
4. The applicability of any purchase or other conditions of the Other is explicitly rejected.
5. If one or more provisions of these terms at any time wholly or partially invalid or void, the remaining provisions of these terms and conditions apply in full. User and the Other Party will then discuss new provisions to agree to replace the invalid provisions, as much as possible the purpose and intent of the original provisions are observed.
6. If uncertainty exists regarding the interpretation of one or more provisions of these terms and conditions, you should find the explanation 'in the spirit' of these provisions.
7. If there is a conflict between parties arises which is not covered by these general conditions, this situation should be assessed in the spirit of these terms and conditions.
8. If User does not require strict compliance with these conditions, this does not mean that its provisions do not apply, or that User to any degree would lose the right to otherwise demand strict compliance with the provisions of these terms .

ARTICLE 2 OFFERS AND DEALS

1. All bids and offers of User are free, unless a deadline for acceptance is made in the offer. A tender offer expires if the product to which the offer or the offer relates, in the meantime is no longer available.
2. User cannot be held to its offers if the other party can reasonably understand that the bids or offers, or any part thereof, an obvious mistake or error.
3. The prices mentioned in the offer are exclusive of VAT and other government levies, to any under the agreement making costs, including travel and subsistence, shipping and handling, unless otherwise indicated.
4. If the acceptance (whether or not to subordinate items) from the offer included in the offer or the offer then User is not bound. The agreement is not in accordance with said deviating acceptance, unless User indicates otherwise.
5. A compound quotation shall not oblige User to execute part of the assignment against a corresponding part of the quoted price. Offers or quotations do not automatically apply to future orders.

ARTICLE 3 DURATION OF THE CONTRACT; DELIVERY, IMPLEMENTATION AND MODIFICATION AGREEMENT

1. The agreement between User and the Other is for an indefinite period, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.
2. For the completion of certain activities or a period agreed or specified for the supply of certain goods, this is never a deadline. When a term is exceeded the Other User therefore written in default. User must be allowed a reasonable time to still implement the agreement.
3. If User requires information from the other party for the implementation of the agreement, the execution period begins no earlier than after the Other it correctly and fully made available to the User.
4. Delivery is ex works from User. The other party is obliged to accept the goods at the time they are made available to him. If the other party refuses or fails to provide information or instructions necessary for delivery, User is entitled to store the goods at the expense and risk of the Other.
5. User has the right to have certain work done by others.
6. User is entitled to execute the agreement in several phases and to invoice the parts separately.
7. If the agreement is implemented in phases User can implement those parts belonging to a following stage until the other party has approved the results of the preceding phase.
8. If during the execution of the agreement shows that it is necessary for a proper implementation to amend or supplement, then parties will proceed swiftly and in mutual agreement to amend the agreement. If the nature, scope or content of the agreement, whether or not to request or indication of the Other, of the competent authorities et cetera, is amended and the contract would be qualitatively and / or quantitatively, this can impact for what was originally agreed. This may initially agreed amount can be increased or decreased. User will it as much as possible quotation. By amending the agreement may also specify the initial period of implementation. The Customer accepts the possibility of amending the agreement, including the change in price and time of execution.
9. If the agreement is amended, including a supplement, User is entitled to them first to implement after it has been approved given by the authorized person within User and the other party has agreed to the price and other conditions for implementation , including the time then determine which implementation will take. Failure or not immediately implement the amended agreement does not breach of User and the Other is not grounds to terminate the agreement. Without being in default, User can refuse a request to amend the agreement if it qualitatively and / or quantitatively consequence for example have to carry out in that context, work or to be delivered.
10. If the other party in default should be in the proper performance of which he is held by the User, the other party is liable for all damages (including costs) to the side of User thereby directly or indirectly.
11. If the User with the other party agrees a fixed price, then User is nevertheless always entitled to increase the price without the other party is entitled in that case the agreement to terminate that reason, if the resulting increase in the price of a power or duty under any law or regulation or is caused by an increase in the price of raw materials, etc. or for other reasons that were not reasonably foreseeable at the conclusion of the agreement.

12. If the price other than as a result of an amendment to the agreement exceeds 10% and occurs within three months after the conclusion of the contract, the other party is only entitled to an appeal to Title 5 Section 3 of Book 6 BW entitled agreement by a written statement, unless User then still willing to execute the agreement based on the originally agreed, or if the price increase resulting from a power User or an obligation under the law or if it is stipulated that the episode is longer than three months after the sale will take place.

ARTICLE 4 SUSPENSION, DISSOLUTION AND TERMINATION OF THE AGREEMENT

1. User is authorized to suspend the fulfilment of the obligations or to dissolve the agreement if:
   - The Other obligations under the agreement, not fully or timely;
   - After the conclusion of the contract User learns of circumstances giving good ground to fear that the other party will not fulfil its obligations;
   - The other party in concluding the agreement was requested to provide security for the fulfilment of his obligations under the agreement and this security or insufficient;
   - If the delay on the part of the Other no longer User can be expected that it will honour the agreement against the originally agreed conditions, User is entitled to terminate the agreement.
2. Furthermore, User is entitled to terminate the agreement if circumstances arise of such a nature that fulfilment of the contract impossible or if there are other circumstances of such a nature that the unaltered maintenance of the agreement cannot reasonably User be required.
3. If the agreement is dissolved, the User's claims against the other party due immediately. If User suspends fulfilment of his obligations, he retains his rights under the law and agreement.
4. If User to suspension or dissolution, he is in no way liable for damages and costs it incurred in any way.
5. If the dissolution is attributable to the Other, User is entitled to compensation for damages, including costs, thereby directly and indirectly.
6. If the other party from its obligations under the agreement fails and this failure justifies termination, User is entitled to terminate the agreement with immediate effect and without any obligation to pay any damages or compensation, while the other party, by virtue of default, or for damages or compensation is required.
7. If the agreement is terminated by User, User will in consultation with the Other arrange for transfer of additional work to third parties. Unless the termination is attributable to the Other. If the transfer of work for additional User costs are incurred, they will be charged to the Other. The other party is obliged to pay these costs within the period mentioned, unless indicated otherwise.
8. In the event of liquidation, (application) receivership or bankruptcy of attachment - if and where the herd is not lifted within three months - at the expense of the Other, of debt or other circumstance that is not the Other longer freely about his ability available, the User is free to the agreement immediately and terminate with immediate effect or to cancel the order or agreement, without any obligation to pay any damages or compensation. The User's claims against the Other in that case immediately due and payable.
9. If the client cancels an order in whole or in part, then the appropriate ordered or ready-made things, plus the potential to drain and delivery costs and the reserved time for the execution of the agreement, integral to the Other Party be brought.

ARTICLE 5 FORCE MAJEURE

1. User is not obliged to fulfil any obligation to the other party if he is being hampered due to a circumstance that is not due to debt, and neither under the law, a legal action or generally accepted traffic accounted for is coming.
2. Force majeure is defined in these terms and conditions, in addition to that which is in the law and jurisprudence, all external causes, foreseen or unforeseen, which User can not influence but which prevents User is unable fulfil its obligations to come. Strikes in the company of User or third parties. User has the right to invoke force majeure if the circumstance rendering (further) fulfilment of the contract occurs after the User should have fulfilled his obligation.
3. User can persists during the period that the force majeure suspend the obligations under the agreement. If this period lasts longer than two months, either party has the right to terminate the agreement without any obligation to pay damages to the other party.
4. Insofar User at the time of the occurrence of force majeure its obligations under the Agreement has been partially fulfilled or will fulfil, and to fulfil or to meet part independent value, User is entitled to fulfil respectively already fulfilled the to be invoiced separately. The other party is obliged to pay this invoice as if it were a separate agreement.

ARTICLE 6 PAYMENT AND COLLECTION COSTS

1. Payment must be made within 14 days after the invoice date, in a pass to User in the currency of the invoice, unless otherwise specified by the User. User is entitled to periodic billing.
2. If the other party fails to make timely payment of an invoice, then the other party is legally in default. The Other is then an interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest. The interest on the amount due will be calculated from the time that the other party is in default until the moment of payment of the full amount owed.
3. User has the right by Other payments made to stretch in the first place to reduce the costs, then deducting the interest and finally to reduce the principal and accrued interest.
4. User can, without being in default, an offer to refuse payment if the Other another order for the allocation of the payment. User can refuse full repayment of principal, if not also the cases and accrued interest and collection costs.

5. The Other is never entitled to set off the amount due to User.
6. Objections to the amount of a bill to suspend the payment obligation. The other party who does not appeal to Section 6.5.3 (Articles 231 and 247 of Book 6 BW) is not entitled to the payment of a bill to suspend any other reason.
7. If the other party is in default or omission in the (timely) fulfilment of its obligations, all reasonable costs incurred in obtaining satisfaction out of court on behalf of the Other. The extrajudicial costs are calculated on the basis of what is common in the Dutch collection, currently under the calculation method II report. If User has made higher costs for collection has been reasonably necessary, the actual costs for reimbursement. Any judicial and execution costs will also be recovered from the Other. The Other is on the collection costs also include interest.

ARTICLE 7 RETENTION

1. All Users within the framework of the agreement delivered goods remain the property of the Other User until all obligations under the User agreement (s) is properly implemented.
2. User delivered, that pursuant to paragraph 1. the property, may not be resold and must never be used as payment. The Party is not entitled to pledge under the reservation of ownership or encumber in any other way.
3. The Other is always to do what was reasonably expected of him may be to secure the property rights of User.
4. If third parties seize the property delivered or rights to establish or exercise, the other party is obliged to notify User thereof immediately.
5. The other party is obliged to insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage and theft and the policy of this insurance on first request to User for inspection. Any payment of the policy is entitled to these amounts. Insofar as necessary, the other party commits itself towards User in advance to cooperate with all that that framework was necessary or desirable (appear) to be.
6. In case User in this article to exercise property rights, the other party in advance unconditional and irrevocable consent to User and User to designate a third party to enter those places where the property is located and that matters take back.

ARTICLE 8 GUARANTEES, RESEARCH AND ADVERTISING, LIMITATION

1. By providing User shall meet the usual requirements and standards that at the time of delivery could be made reasonably and in which they normally use in the Netherlands. The guarantee mentioned in this article shall apply to matters that are intended for use within the Netherlands. When outside the Netherlands must verify the Party itself or its use is suitable for use there and meet the conditions which they are made. User may then other guarantees and other conditions in respect of the goods or perform activities to deliver.
2. The guarantee referred to in paragraph 1 of this Article shall apply for a period of 12 months after delivery, unless otherwise agreed by the nature of the delivered otherwise or parties. If concerns a case which was produced by a third party guarantee by User, then the guarantee is limited to that provided by the producer of the case, unless otherwise indicated.
3. Any form of guarantee will lapse if a defect is caused by or resulting from improper or inappropriate use or use after the expiration date, improper storage or maintenance by the Party and / or third parties when, without written permission from User, the other party or parties have applied to the case changes or have tried to bring that other cases were confirmed that it should not be confirmed or if they were processed or modified other than as prescribed. The Other is not entitled to warranty if the defect is caused by or arising from circumstances where no User can influence, including weather conditions (such as but not limited to, extreme temperatures or rainfall) et cetera.
4. The other party is obliged to (do) investigate immediately the moment that things are made available and the relevant activities are carried out. The Other Party must examine whether the quality and / or quantity of delivered corresponds with what was agreed and meets the requirements of the parties thereto have agreed. Any visible defects within seven days after delivery to be reported in writing to User. Any defects are not visible immediately, but in any event within fourteen days after discovery thereof, be reported in writing to User. The report must contain a detailed description of the defect, so that User is able to respond adequately. The Other Party must User the opportunity to (do) investigate a complaint.
5. If the other party timely complaint, suspend its payment obligation. The Other remains in that case also held to purchase and payment of the otherwise ordered.
6. If a defect notification is made, then the Other no longer to repair, replacement or compensation.
7. If it is determined that a case is weak and that time is on claimed, User shall then after the defective item within a reasonable time, return receipt or, if return is not reasonably possible, written notification of the defect by the other party, at the discretion of User, replace or repair thereof or replacement fee to the Other comply. In case of replacement, the Party is obliged to replace the matter to User to return to the ownership of it to User, unless indicated otherwise.
8. If it is established that a complaint is unfounded, then the costs it incurred, including research costs, on the part of the User, for the account of the client.
9. After the warranty period, all costs for repair or replacement, including administration, postage and wire costs are charged to the other party.
10. Notwithstanding the statutory limitation periods, the limitation of all claims and defences against User and the User in the performance of a third party, a year.

ARTICLE 9 LIABILITY

1. If User is liable, this liability is limited to the stipulations of this provision.
2. User is not liable for damages of any kind, created by User is assumed by or on behalf of the Other incorrect and / or incomplete data.
3. If User is liable for any damage, then the liability shall be limited to twice the invoice value of the order, at least that part of the order which the liability relates.

4. User's liability is always limited to the amount paid out by its insurer, as appropriate.
5. The User is liable for direct damage.
6. Direct damage is only the reasonable costs of determining the cause and extent of the damage, where the establishment relates to damage under these conditions, any reasonable costs of User to the poor performance to let the agreement, insofar as this can be attributed to User and reasonable costs incurred to prevent or limit damage, insofar as the Party demonstrates that these costs have led to limitation of direct damage under these conditions.
7. User is never liable for indirect damages, including consequential damages, lost profits, lost savings and damage due to business interruption.
8. The limitations of liability set out in this Article shall not apply if the damage is due to intent or gross negligence of User or his senior subordinates.

ARTICLE 10 TRANSFER OF RISK

1. The risk of loss, damage or loss is transferred to the Customer at the moment things to the other party in the power of the Other.

ARTICLE 11 SAFEGUARD

1. The Other indemnify User for any claims by third parties who suffer damages in connection with the execution of the agreement and whose cause other than attributable to User.
2. If User accordingly should be addressed by a third party, the other party is obliged to assist User both outside and in court and immediately what to do for him in that case can be expected. If the other party defaults in taking appropriate measures, then User, without notice, entitled themselves doing so. All costs and damages on the part of Users and third parties are created, are for the account and risk of the Other.

ARTICLE 12 INTELLECTUAL PROPERTY

1. User reserves the rights and powers for which he is entitled under the Copyright and other intellectual laws and regulations. User has the right by the execution of an agreement at his side increased knowledge for other purposes, provided that no strictly confidential information of the other party to third parties.

ARTICLE 13 APPLICABLE LAW AND DISPUTES

1. All legal relationships where User is a party, only Dutch law, also if a contract wholly or partly abroad or if the party concerned is domiciled there in the legal relationship. The applicability of the CISG is excluded.
2. The judge in the location of User shall have exclusive jurisdiction to hear disputes, unless the law requires otherwise. User shall nevertheless be entitled to submit the dispute to the competent court.
3. The parties will first appeal to the courts after they settle the utmost to solve a dispute by mutual agreement.

ARTICLE 14 LOCATION AND CHANGE POLICY

1. These conditions are registered with the Chamber of Commerce in Arnhem, dated 06.10.2008.
2. Applicable is the last registered version or the version valid at the time of the conclusion of the legal relationship with User.
3. The Dutch text of the general conditions is decisive for its interpretation.