

General terms and conditions for:

Van de Laak Plants B.V.
Bosscheweg 21
5151 BA Drunen

Chamber of Commerce Brabant, Registration Number: 171168850000:

(AS 133-08 Engels)

Article 1: Applicability, definitions

1. These Terms and Conditions shall apply to all offers and agreements for sale and purchase of Van de Laak Plants B.V., having its registered office at Drunen, hereinafter referred to as "the user".
2. The customer or the purchaser shall hereinafter be referred to as "the counter-party". If in the following, a determination is specifically targeted to a situation in which the counter party is a natural person who is not involved in the implementation of a vocation or company, this will be referred to as "the consumer".
3. Different Terms and Conditions shall only form part of the agreements entered into between the parties if and to the extent that both the parties expressly agree to this in writing.
4. Under "written" it is understood in these terms and conditions: per e-mail, fax or any other manner of communication that is commensurate with the state of the art of technology and applicable concepts in social intercourse.
5. If (any part of) a provision contained in these General Terms and Conditions becomes invalid, the validity of the remaining provisions will not be affected.
6. The counter party cannot appeal to the fact that the general terms and conditions have not been provided if the user has provided the same general terms and conditions multiple times and has referred to them.

Article 2: Agreements

1. Oral agreements are only binding for the user after these have been confirmed by the user in writing or as soon as the user has started the implementation negotiations with the approval of the counter party.
2. Additions or changes to the General Terms and Conditions or other changes or additions to the agreement will only be binding if the user confirms the same in writing.

Article 3: Offers, proposals

1. All offers, bids, price lists, etc. of the user will be non-binding, unless they specify a due date for acceptance. If an offer or bid contains a non-binding offer, and this is confirmed by the counter-party, the user shall have the right to recall its offer within 2 working days of receiving the acceptance.
2. The prices handled by the user, as used in offers, bids, price lists and reported prices are exclusive of VAT and potential costs. These costs can consist of transport costs, administration costs and declarations by involved third parties. Unless otherwise agreed upon in writing.
3. A complete price quotation does not obligate the user to deliver a part of the included items in the offer or bid against an agreed upon part of the price.
4. Prices in bids are based on data provided by the counter party upon request or order. If these data are changed, this may lead to consequences for the prices.
5. Offers, bids and prices are not automatically applicable for reorders.
6. If the acceptance of the counter party deviates from the offer, then the user is not bound by it. No rights may derive from the same, unless the parties expressly agree otherwise in writing.

7. Shown and/or provided samples and models, including indications of color, dimension, weights and other descriptions in brochures, promotional materials and/or on the website of the user are as accurate as possible, but are only intended as examples. No rights may derive from the same, unless the parties expressly agree otherwise.
8. The samples and models indicated in the previous point remain the property of the user at all times and must be returned to the user at the first request, unless the parties have agreed otherwise expressly in writing.
9. a. If between the date of entering into the agreement and the execution of the agreement, the government and/or trade organizations make changes to the wages, working conditions, social insurance, etc, the user shall be entitled to charge the increases to the counter-party. If between the above-mentioned dates, the user and/or sub-suppliers issue a new price list and the same comes into operation, the user is entitled to charge the counter-party the prices specified in the same.
b. For the agreement entered into with the consumer, it applies that price increases may be calculated and billed 3 months after the conclusion of the agreement. In case of price increases within a period of less than 3 months, the counter-party is entitled to terminate the agreement.

Article 4: Engagement of third parties

If and to the extent that the good execution of the agreement requires, the user has the right to have certain deliveries made by third parties. To be determined by the user.

Article 5: Delivery, delivery deadlines

1. The specified delivery periods within which articles have to be delivered or work has to be done will never be regarded as binding due dates unless the parties expressly agree otherwise in writing. If the user does not fulfill his obligations in the agreement or does not do so in a timely manner, he will be in default and notified in writing.
2. In case of deliveries in installments, each installment or phase will be regarded as a separate transaction and the user will be invoiced per transaction.
3. The risk relating to the article supplied shall pass to the counter-party at the time of delivery. Under delivery, the following is understood within the framework of these general terms and conditions: the moment in which the items to be delivered leave the security, warehouse or store of the user or are made ready to be picked up by the counter party.
4. As a deviation to section 3 of this article, for consumers, the following is understood as delivery within the framework of these general terms and conditions: the moment at which the articles are actually available to the consumer.
5. Shipping and transport of the ordered articles will occur in a manner to be determined by the user, but at the cost and risk of the counter party. The user is not liable for damage of any nature and form whatsoever relating to the transport, and whether or not occurring to the articles themselves. Unless otherwise agreed upon in writing.
6. In deviation to section 5 of this article, it applies for consumers that shipping or transport of the ordered articles are at the risk of the user, but at the cost of the consumer.
7. If it is found that due to a cause falling within the scope of control of the counter-party, it is not possible to deliver the articles to the counter-party, or to execute the work to be carried out, the user reserves the right to store the articles on the account and risk of counter-party. After storage there is a term of one month within which the counter party must put the user in a position to deliver the articles or within which he must pick up the articles. Unless otherwise agreed upon in writing.
8. If the counter party remains in violation after expiry of the deadline indicated in section 7 of this article, the counter party is in default and the user has the right to cancel the agreement in whole or in part in

writing and effective immediately without previous proof of default, without legal intervention and without compensation of damages, costs and interest. The user is then also authorized to sell the articles to third parties.

9. The above will not affect the obligation of the counter-party to perform the agreement at the agreed price or the stipulated or due price, as well as to pay storage costs and/or other costs if any.
10. The user will be entitled to demand security or advance payment from the counter-party before making delivery, to ensure that the counter-party fulfils its financial obligations.

Article 6: Progress of delivery

1. The user cannot be required to begin delivery of articles earlier than all of the necessary data are received and he has received any possible (pre)payment agreed upon. For delays, the indicated delivery deadline will be increased accordingly.
2. If the deliveries or work cannot be done in the normal manner or without interruption due to circumstances for which the user is not to blame, the user shall be entitled to charge the costs arising from the same, including call-out charges, to the counter-party.

Article 7: Packaging

1. The packaging in which articles are delivered, which is not intended for one-time use, will remain the property of the user, and should not be used by the counter-party for any other purpose than those for which it is intended.
2. The user is entitled to charge the counter-party deposit money for such packaging. The user is obligated to take this packaging back against the price that the counter party has been billed. If the packaging franco is returned within a deadline determined by the user after the delivery deadline at a time agreed upon by the parties.
3. If the packaging is damaged, incomplete or lost, the counter-party will be responsible for such damage and its right to repayment of the deposit money will be lost.
4. If the damage indicated in section 3 of this article is higher than the deposit money billed, the user is authorized not to take the packaging back. The user can bill for the packaging at the cost price minus the deposit paid by the counter party.

Article 8: Complaints and return shipments

1. The counter-party is bound to carry out an inspection immediately after receiving articles. Possible visible defects, faults, deficiencies, violations and/or deviations in number must be noted on the freight bill and the packing list and immediately reported to the user at the latest within 24 hours after receipt.
2. Other returns must be reported to the user immediately after discovery in writing and signed. All consequences that are not immediately reported are at the risk of the counter party. The returns must be reported to the user within one year of delivery in every case.
3. If the above mentioned returns are not reported within the deadline to the user, these articles will be assumed to have been received in good condition.
4. The articles ordered will be delivered in the user's preferred packaging. Slight deviations in indicated dimensions, weights, numbers, colors etc. do not apply as deficiencies on the part of the user.
5. With respect to deficiencies in natural products, no returns will be honored if these deficiencies are connected with the type and characteristics of the raw materials from which the articles are made. To be determined by the user.
6. Complaints will not suspend the payment obligations of the counter-party.

7. The user should be placed in a position to investigate the complaint. If for the investigation of the complaint, the return of the goods is necessary, this will be done on the account and risk of the user if the user has notified its express consent to the same in advance and in writing.
8. In all cases, return shipment will occur via a manner determined by the user and in the original packaging.
9. If after delivery, the articles are found to have changed, wholly or partially processed or changed, damaged or repacked, the right to make complaints will lapse.
10. In the case of valid complaints, the damage will be handled in accordance with the provisions contained in Article 9.

Article 9: Liability and guarantee

1. The user performs his task as would be expected of a company in his industry, but does not assume any liability for damage, including bodily injury and death, consequential losses, company damages, loss of profit and/or stagnation damage that is the consequence of the actions of the user, his personnel or by third parties contracted by him, unless authoritative determinations apply to the contrary.
2. The limitations included in this article regarding liability do not apply if the damage is a result of intention and/or conscious negligence by the user, his management and/or his supervisory personnel.
3. That determined in the other sections of this article notwithstanding, the liability of the user, regardless of type, is limited to the invoice amount of the articles delivered.
4. That determined in the other sections of this article notwithstanding, the liability is always limited to the maximum of the amount of the payment by the insurer of the user in the present case, to the extent that the user is insured for this.
5. The user assures the normal quality and reliability of the delivered articles, the actual life span of it however can never be guaranteed.
6. If there are visible faults in the articles delivered, deficiencies and/or defects, which were present at the time of delivery, the user is obliged to repair or replace the articles, at his choice, free of charge.
7. The user does not guarantee and will never be considered to have guaranteed that the delivered articles are suitable for the use for which the counter party wishes to process them, alter them or use or have them used.
8. If the articles delivered by the user have a manufacturer's guarantee, this will be valid between the parties in the same manner. The user will inform the counterparty of this.
9. The counter-party will lose its rights against the user and will be liable for all damage and indemnifies the user against all claims of third parties relating to damage compensation, if:
 - a. the above-mentioned damage arose due to injudicious use and/or use of instructions, advice, instructions for operation of articles delivered and/or in contravention of instructions issued by the user;
 - b. the above-mentioned damage arises due to faults or inaccuracies contained in the information (including) user manuals, product descriptions, warnings, etc.), all in the widest sense of the term, that have been provided and/or prescribed to the user by or on behalf of the counter-party.

Article 10: Payment

1. Payment should be made within 30 days after the date of the invoice, unless the parties expressly agree otherwise in writing.
2. If an invoice has not been paid in full after the expiry of the period mentioned in section 1:
 - a. the counter-party will be liable to pay the user a delayed payment interest of 2% per month, to be calculated cumulatively on the principal sum. In this connection, a part of a month will be counted as a full month;

- b. the counter-party, after being warned by the user in this connection, shall be liable to pay extra-judicial costs amounting to at least 15% of the total of the principal sum and the delayed payment interest, subject to an absolute minimum of € 150.00;
 - c. the user will have the right to charge the counter-party an amount of at least € 20.00 toward administration cost, for every payment reminder, warning, etc. Sent to the counter-party. The user will specify this in the agreement and/or in the invoice.
3. At the option of the user the agreement may, in the above circumstances or circumstances similar to the same, and without the need for further notice of default or judicial intervention, be terminated in whole or in part, whether or not in combination with a demand for damage compensation.
4. If the counter-party does not fulfill its payment obligation in time, the user is entitled to suspend the fulfillment of the obligations towards the counter-party to deliver or to carry out work, until the payment is made, or suitable security for the same is provided. The same shall apply even before the time at which default commences, if the user has a reasonable suspicion that there are grounds to doubt the creditworthiness of the counter-party.
5. The payments made by the counter-party shall first be applied to settle all the outstanding interest and costs and then against the longest outstanding invoices that are payable, unless the counter-party expressly states at the time of payment, that the payment relates to a later invoice.
6.
 - a. If the counter party, regardless of reason, has one or more claims against the user, then the counter party foregoes the right to settlement. The above-mentioned relinquishment of rights to set-off shall also apply if the counter-party applies for (temporary) suspension of payments or is declared bankrupt.
 - b. That determined under sub a. of this section is not applicable to agreements with the consumer.

Article 11: Ownership conditions

1. The user retains the ownership of the articles delivered and to be delivered until the counter-party fulfils the related payment obligations toward the user. The payment obligations consists of the payment of the purchase price, together with claims for the work done relating to the delivery, as well as claims in this connection, damage compensation if any due to shortcomings in the fulfillment of the obligations by the counter-party.
2. Articles subject to ownership conditions may only be sold on by the counter party within the framework of the normal operations.
3. If then user invokes the right of retention of title, the relevant agreement in this connection shall be regarded as having been terminated, without prejudice to the right of the user to demand damage compensation, loss of profits, and interest.
4. The counter-party is bound to inform the user immediately about the fact that third parties are enforcing rights on articles that are subject to a right of retention of title under the present Article.
5. The counter party is obligated to handle articles subject to ownership conditions carefully and as recognizable property of the user until the time in which he has fulfilled all payment obligations toward the user.
6. The counter party must insure and keep insured those articles subject to ownership conditions during the period of applicability of the ownership conditions. The counter party must provide this policy to the user at the user's first request.

Article 12: Security

1. Until the time at which the counter party has completely fulfilled payment toward the user, the counter party is not authorized to:
 - a. deliver the articles to third parties as secondary security;
 - b. to establish a right to security without property;

- c. to submit the articles to the factual power of one or more financiers for storage.
2. If the counter party acts contrary to the previous section, then this will be considered an accountable deficiency on their part. In such case, the user may immediately, without being bound to issue a notice of default, suspend the performance of its obligations under the agreement, or terminate the same, without prejudice its right to claim compensation of damage, loss of profits and interest.

Article 13: Bankruptcy, loss of power to dispose of property, etc.

1. That determined in the other articles of these terms and conditions notwithstanding, the agreement between the counter party and the user will be dissolved without legal intervention and with out any proof of default being required at the time that the counter party:
 - a. is declared to be in a state of bankruptcy;
 - b. a (temporary) moratorium on payment is requested;
 - c. there is executorial seizure;
 - d. is put under wardship or guardianship;
 - e. otherwise loses the disposition authorization or legal capacity to act regarding assets of or parts of them.
2. That in section 1 of this article is applicable, unless the curator or the administrator recognizes the obligations originating from the agreement as liabilities of estate.

Article 14: Forces majeures

1. In the event that there is a question of forces majeures, the user is authorized to cancel the agreement or be released from his obligations toward the counter party for a reasonable time without any being held to any damage compensation.
2. Under forces majeures, the following is understood within the framework of these general terms and conditions: a non-accountable deficiency on the side of the user, third parties in his employ or suppliers or another serious reason on the side of the user.
3. If the above-mentioned situation arises when the agreement has been partially executed, the counter-party is bound to fulfill its obligations towards the user up to that time.
4. Circumstances in which non-culpable non-fulfillment may be said to exist may include the following, among others: war, uprising, mobilization, domestic and foreign rebellions, governmental measures, strikes and lock outs by employees or the threat of these circumstances, disturbances in the currency status present at the time the agreement was made, operational disruptions by fire, natural causes, weather, blockades of transport options and delivery problems, accident or other occurrences.

Article 15: Dissolution, annulment, cancellation

1. a. The counter-party relinquishes all its rights to terminate the agreement under article 6:265 et seq., of the Civil Code, or other statutory provisions, unless the cancellation has been agreed under the present article. It also applies that the agreement maybe mutually cancelled reserving the right to cancel under this article.
b. That determined under sub a. of this section is not applicable to agreements with the consumer.
2. Under annulment, the following is understood within the framework of these general terms and conditions: the termination of the agreement by one of the parties before the agreement has been executed.
3. Under cancellation, the following is understood within the framework of these general terms and conditions: the termination of the agreement by one of the parties after the agreement has been executed.

4. In the event that the counter party cancels or annuls the agreement, he is liable to the user for compensation to be determined by the user. The counter party is liable for all costs, damage and lost profits of the user. The user is authorized to fix the costs, damage and lost profits and - at his choice and depending on the work and deliveries already completed - to bill 20 to 100% of the agreed upon price to the counter party.
5. The counter-party is liable to third parties for the consequences of the cancellation, and indemnifies the user in this connection.
6. Amounts already paid by the counter-party will not be returned.

Article 16: Applicable law/ jurisdiction

1. The agreement entered into between the user and the counter-party shall exclusively be subject to the law of The Netherlands. The disputes that arise under this agreement should also be settled in accordance with the law of The Netherlands.
2. In deviation to that set out in section 1 of this article, the proprietary consequences of retention of ownership of articles intended for shipment, in the case of the legal system of the land or state of destination is more advantageous for the user, this will be ruled by that law.
3. Disputes if any will be settled by the authorized court in The Netherlands having jurisdiction, in other words, the user has the right to file the suite before the authorized court at the place where the user has its registered office, unless the cantonal judge has jurisdiction in the matter.
4. In the event of disputes with the consumer, it applies that within one month after the user has notified him that the issue will be brought before the court in the user's jurisdiction, the consumer will be notified that he is choosing settlement of the dispute by the legally authorized judge.
5. With regard to disputes that arise from the agreement entered into with a counter-party established outside The Netherlands, the user shall be entitled to act - in accordance with the provisions contained in section 3 of this article or - at its option, to file a suit in connection with the disputes before the authorized court in the country or state where the counter-party has its registered office.

Date: 16 juli 2008