

GENERAL PURCHASE CONDITIONS FOR COMPANIES WHICH ARE MEMBERS OF DPRA
DUTCH PLASTIC AND RUBBER ASSOCIATION, registered at The Hague, The Netherlands



Article 1 - Applicability

1.1

These conditions form part of all orders and agreements to supply goods and/or to carry out work; by accepting the order, the supplier accepts that these purchase conditions apply to the order.

1.2

Other conditions which are referred to, or additional, or different conditions are not binding, unless they have been accepted in writing.

Article 2 - Conclusion of agreements and order confirmation

2.1

Agreements to supply goods and provide services are concluded by a written order sent by the customer and by a written confirmation of the order sent by the supplier.

2.2

Order confirmations must be in the possession of the customer within ten working days of the order date. After this period has expired, the order to supply or to carry out work is no longer valid.

2.3

Contents of the order confirmation.

The order confirmation must at least contain:

- the description of the goods to be supplied and (if applicable) design drawings and specifications;
- the price (specified as gross, discount and/or net);
- the delivery date;
- the number as well as the quantity of the goods to be supplied, and the volume and weight of the goods;
- the customer's order number;
- the supplier's reference number;
- the quality code and supplier's code;
- if possible: the name of the carrier/forwarding agent.

2.4

Deviations when accepting the order must be clearly and explicitly stated and are not binding, unless they are accepted by the customer in writing.

Article 3 - Prices

3.1

Unless agreed otherwise, the prices applying are carriage paid to the delivery address, including all charges and taxes, packaging costs, insurance cover for transport risk, foreign exchange risk and other costs, such as the cost of manufacturing tools, but excluding BTW (Dutch VAT). These are fixed prices, unless agreed otherwise.

3.2

In the case of repeat orders, the same prices apply as those stated in the first order.

3.3

If repeat orders are made one year after the first order, the supplier is entitled to increase the price by a percentage to be agreed on later, if he can show that his purchase prices or labour costs have risen. The provision of Article 2.4 applies unimpaired.

Article 4 - Quality and specification

4.1

The supplier guarantees that the goods to be supplied:

- a. are suitable for the purpose for which they are intended, if this intended purpose either ensues from the nature of the delivery or has been stated;
- b. are in accordance with the specification as given in the order;
- c. meet the requirements ensuing from the laws prevailing in the Netherlands or other regulations in force, in particular environmental stipulations with respect to the substances used to manufacture the goods or the packaging thereof and with respect to prescribed markings;

- d. are well-made and are free from design errors, manufacturing defects, assembly defects and defects in the materials;
- e. and furthermore, that third parties cannot sue the customer because of an infringement of industrial property rights.

4.2

The supplier is obliged, on the customer's written request, to implement all the changes to the order which are technically feasible. In the event that this results in alterations to the price or delivery date, the supplier will notify the customer in writing as quickly as possible but at the latest within five working days. If these changes result in a new price or delivery date, the customer is entitled to demand that the goods are supplied unaltered or to request changes in price and delivery date that are acceptable to him.

4.3

The supplier may not transfer or contract out the order or part thereof to third parties, without the customer's written permission, with the exception of the manufacture of dies or moulds.

Article 5 - Date of delivery

5.1

The delivery date stipulated in the order is binding.

5.2

As soon as the supplier thinks that the delivery date is likely to be delayed, he should notify the customer to this effect so that the customer can decide in good time whether he agrees to another date for the delivery.

5.3

Article 10 applies in the event of non-delivery or late delivery.

Article 6 - Delivery Documents and packaging

6.1

In addition to the consignment note, the delivery must be accompanied by a packing list, containing at least the following:

- a. the name of the customer and the delivery address;
- b. marks and numbers of the packages;
- c. number/quantity of the goods delivered;
- d. total gross and net weights;
- e. loading date;
- f. customer's order reference numbers and supplier's reference number;
- g. country of origin, also for goods originating from other EC countries.
 - 1. the VAT (Dutch BTW) number of the supplier and of the customer;
 - 2. the statistical import duty number of the goods;
- h. if the country of origin is outside the EC, the other documents required (for example EUR1);
- i. the composition of the goods delivered, if they are manufactured from hazardous substances;
- j. two copies of the invoice.

6.2

The supplier will pack the goods to be delivered at his expense in such a way that when transported by the normal means of transport including interim storage they will reach the delivery address in good condition, where unloading can be carried out in the required way. The supplier is liable for damage caused by faulty packaging. At the customer's request, packaging material will be taken back free of charge by the supplier.

Article 7- Approval and rejection

7.1

The customer is entitled to inspect the ordered goods at any time before delivery, wherever this might be. Inspection and approval does not release the supplier from any guarantees and/or liability arising from the agreement.

7.2

The customer is entitled to request the supplier to provide him with reports of tests and inspections, or certificates for materials.

7.3

Taking delivery of or paying for the goods does not imply acceptance of the quality of the goods. Should it become apparent that the goods do not correspond with the order, specifications and/or drawings, or the requirements referred to herein, the customer is entitled to declare the agreement to be dissolved wholly or partially, or to request redelivery within a period of time to be determined by the customer, all of which is without prejudice to the right to compensation.

The quality of the delivered goods will be assessed after each separate delivery. The supplier cannot therefore appeal to the

fact that similar goods, delivered earlier were approved.

7.4

The customer will notify the supplier in writing of complaints about the quality of the goods delivered within a period of thirty working days, commencing from the day on which the customer can reasonably be expected to be able to test the quality of the delivered goods.

Article 8 - Payment

8.1

The customer can choose between the following terms of payment, unless agreed otherwise:

1. payment in full within 60 days of receipt of the invoice and the delivered goods;
2. 1% discount, if payment is made within fourteen days of receipt of the invoice and the delivered goods;
3. 2% discount, if payment is made within eight days of receipt of the invoice and the delivered goods.

8.2

Payment does not imply that the delivered goods have been approved and in the event that the goods are rejected, the customer still retains the rights referred to in Article 7 paragraph 3 and Article 10.

8.3

Payment may be deferred if the supplier has not met his obligations, or if the justifiable fear exists that the supplier is unable to meet future obligations arising from the agreement.

Article 9 - Warranty and insurance

9.1

The supplier guarantees the quality of the delivered goods for a period of twelve months of the goods being put into use, but for no more than eighteen months after delivery. This warranty does not apply to normal wear and tear or injudicious use.

9.2

If the customer invokes the guarantee clause in a written notification to this effect, the supplier will rectify the defects as quickly as possible, or will redeliver the goods free of charge. Failing this, the customer is entitled to rectify the defects himself as quickly as possible, and to charge the costs incurred to the supplier.

9.3

In the case of goods delivered as replacements, the warranty period takes effect from the date of replacement.

9.4

The supplier is obliged, with respect to liability, to take out sufficient insurance cover and, if requested, will send the customer a copy of the insurance policy.

Article 10 - Consequences of non-delivery, late delivery or incorrect delivery

10.1

The customer is entitled at his discretion to:

- a. request fulfilment of the agreement within a period to be determined by the customer. Fulfilment is also understood to mean rectifying or redelivering in such a way that any further compensation can be claimed;
- b. declare the agreement to be dissolved by sending a written notification to the supplier;
- c. claim compensation, without prejudice to the right to request fulfilment or to declare the agreement dissolved.

10.2

The supplier indemnifies the customer from his liability vis-à-vis third parties.

Article 11 - Items put at the disposal of the supplier

11.1

All items put at the disposal of the supplier by the customer, such as drawings, models, dies and/or moulds and tools, remain the property of the customer and will be returned to him immediately at his request. These items may not be copied or not duplicated without his written permission, nor may they be given, in any shape or in any way, wholly or partially, to third parties to inspect or put at the disposal of or used for third parties. The drawings, models, dies and/or moulds and tools which have been made by the supplier are likewise the property of the customer and the price of which is included in the purchase price of the goods, unless agreed otherwise in writing.

Article 12 - Extraordinary termination

12.1

The customer is entitled to declare the agreement to be dissolved, with immediate effect, if:

- a. a petition for suspension of payment has been filed by the supplier;
- b. the supplier's company goes into liquidation;
- c. the supplier is declared bankrupt.

In any event, the customer retains the right to compensation.

Article 13 - Confidentiality

13.1

The supplier undertakes to observe absolute confidentiality with respect to third parties concerning all the business matters which come to his notice by virtue of the order in the broadest sense of the word, including models, drawings, blueprints of structures, know-how, etc.

Article 14 - Disputes

14.1

Any disputes between the customer and the supplier will be submitted solely to the court within whose jurisdiction the customer's registered office is situated. All costs arising from disputes, both in and out of court, will be at the expense of the defaulting party. Only Dutch law is applicable to the agreements.

14.2

If these conditions are translated into a language other than the Dutch language, the Dutch text will prevail in the event of disputes about interpretation.

Article 15 - Filing

These Conditions of Purchase are filed with the District Court of Alkmaar, The Netherlands on October 5, 2003 under nr. 353/03.

