

GENERAL TERMS AND CONDITIONS

These terms and conditions govern the relationship between IDCP, having its place of business in Naarden, the Netherlands, and its customers, potential customers and users of information provided by IDCP, such as websites, product information, manuals and price lists.

The term IDCP or 'us' or 'we' refers to the company with registration number Kamer van Koophandel 08091209. The term 'you' refers to the potential customer, customer or user or viewer of the information material.

These terms and conditions have been deposited at the Kamer van Koophandel voor Gooi- Eem- en Flevoland.

Definitions and Interpretations

In these Conditions:

"Business Day"	means any day other than a Saturday, Sunday or official Free Day in the Netherlands;
"Buyer"	means the person who accepts a quotation or offer of the Seller for the sale of Goods or whose order for the Goods is accepted by the Seller;
"Conditions"	means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;
"Contract"	means the contract for the purchase and sale of the Goods under these Conditions;
"Delivery Date"	means the date on which the Goods are to be delivered as stipulated in the Buyer's order and accepted by the Seller;
"Goods"	means the goods (including any installment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions;
"Month"	means a calendar month;
"Seller"	means IDCP, a company registered in the Netherlands under number 08091209, with registered office Rijksweg 81-J, 1411 GE Naarden, the Netherlands.
"Writing"	means any communication effected by facsimile transmission or any comparable means.

Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

GENERAL. Unless otherwise agreed in writing, these general terms and conditions of sale (“GTCs”) comprise the basis on which Seller sells product and/or services related to such product (together “Product”). **Buyer’s terms and conditions of purchase shall not apply.** In these GTCs, Seller and the counter party to any Contract shall be referred to as “Seller” and “Buyer” respectively; each may also be referred to as “Party” and together as “Parties”. Any abbreviation of an international commercial delivery term in a Contract document shall be deemed to be a reference to Incoterms 2000. In case of any inconsistency between the English version of these GTCs and a version in any other language, the English version shall prevail. No variation to these Conditions shall be binding unless agreed in writing between the authorized representations of the Buyer and the Seller.

No waiver or failure to exercise any option, right, privilege, claim or remedy under the terms of this Contract by either of the Parties on any occasion or occasions shall be construed to be a waiver of the same or of any other option, right, privilege, claim or remedy on any other occasion. “Affiliate” means a company which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with a Party. For this purpose control means the direct or indirect ownership of in aggregate 50% or more of voting capital. “Contract” means the relevant Order Confirmation, these GTCs and any other terms agreed in writing and signed by the Parties.

The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer “Order Confirmation” means the written confirmation from Seller to Buyer in relation to supply of Product. The Seller’s employees or agents are not authorized to make any representations or claims concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

DELIVERY. Deliveries shall take place as mentioned in the Order Confirmation. Risk of loss or damage to Product shall pass to Buyer as the Product is delivered to the Seller’s (or its supplier’s) premises. Title to Product shall only pass to Buyer once the invoice for the goods has been paid in full. Unless otherwise agreed in writing by the Buyer and the seller shipment and insurance of all Goods ordered f.o.b. or f.a.s will be arranged by the Seller on behalf of the Buyer and all charges shall be paid by the Buyer, unless otherwise agreed in writing.

The Seller shall endeavor to comply with the shipping instructions given by the Buyer with its order for the Goods but the Seller reserves the right to make part shipments and to ship by means of the Seller’s choice from any point in the Netherlands or elsewhere.

The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer. If the Seller delivers the Goods at any time after the Delivery Date the Seller shall have no liability in respect of such late delivery.

Where the Goods are to be delivered in installments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the installments in accordance with these Conditions or any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

If the Buyer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Seller shall be entitled upon giving written notice to the Buyer to store or arrange for the storage of the Goods and then notwithstanding the provision of Clause 10.1 of these Conditions risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses including storage and insurance charges arising from such failure.

The Seller shall not be liable for any costs incurred for whatever reason after delivery of the Goods is deemed to have taken place. Where Goods are sold inclusive of any or all of the freight, handling, port or insurance charges, any increases in, or in the rates for, such charges arising after the date of the Contract and before the Goods are delivered or arising through deviation to a new port or airport necessarily or at the Buyer's request or through any delay however caused shall be for the Buyer's account subject to the absolute discretion of the Seller. Port surcharges and other incidental charges are not included in the freight rate will be for the Buyer's account.

Import or customs duty or other official taxes or charges arising from or necessary to enable delivery of the Goods shall be for the Buyer's account and shall be reimbursed forthwith where necessarily paid by the Seller.

The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in delivery or in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:-

- act of God, explosion, flood, tempest, fire or accident;
- war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- import or export regulations or embargoes;
- strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
- difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- power failure or breakdown in machinery.

PRODUCT QUANTITY/QUALITY. Product specifications are as provided by Seller, or if not provided, then as published by Seller. Seller warrants that Product delivered shall comply with the agreed specifications. Seller makes no other warranty or representation of any kind concerning Product, whether of merchantability, fitness for any particular purpose or otherwise, and none shall be implied. Buyer should be aware that information about size, color etcetera can differ slightly according to the accuracies of the production processes. The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

PRICE OF GOODS. The price of the Goods shall be the price listed in the Seller's published price list current at the date of acceptance of the Buyer's order or such other price as may be agreed in writing by the Seller and the Buyer. Where the Seller has quoted a price for the Goods other than in accordance with the Seller's published price list the price quoted shall be valid for 30 Days only or such other time as the Seller may specify.

The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation or alteration of duties, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions).

RISK AND PROPERTY. Risk of damage to or loss of the Goods shall pass to the Buyer in accordance with the relevant provision of Incoterms or where Incoterms do not for any reason apply:

- in the case of Goods to be delivered at the Seller's premises, the time when the Seller notifies the Buyer that the Goods are available for collection; or

- in the case of Goods to be delivered otherwise than at the Seller's premises, the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all money owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

TERRITORY. The Buyer undertakes not to offer the goods for resale in any country (not being member states of the European Community or Efta) notified by the Seller to the Buyer at or before the time the Buyer's order is placed, or to sell the Goods to any person if the Buyer knows or has reason to believe that that person intends to resell the Goods in any such country.

WARRANTY. Warranty can be invoked to Seller only in the case where the original producer or factory cannot be held responsible. Liability for Seller will be limited to defects that are the result of production or material defects. The Seller shall be under no liability in respect of any defect arising from fair wear and tear, or any willful damage, negligence, subjection to abnormal conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration of the Goods without the Seller's approval, or any other act or omission on the part of the Buyer, its employees or agents or any third party.

Buyer should inform Seller within 8 days of delivery of the goods of any defects or complaints that are clearly identifiable. Hidden defects or complaints, that could not be identified by detailed examination of the product, should be notified to Seller within 8 days after they have been identified. The notification should give a detailed description of the defect or complaint. Buyer does not have the right to return product without prior authorization by Seller. If this happens anyway Seller has the right to return the product to and to the cost of Buyer, or store the product with a third party to the cost of Buyer.

If Seller accepts the defect or claim, Seller has the option to either;

- a. Repair the defect without cost to the Buyer;
- b. Replace the product or spare parts after the defective goods have been returned to Seller;
- c. Repay or credit the invoice or payment of the defective goods with consequent dissolution without judicial measures of the relevant agreement;
- d. A proper indemnity as agreed between Buyer and Seller to be paid to Buyer.

Buyer will have no warranty or claim against defects in products delivered by Seller if:

- a. The defect has not been notified within the proper time frame or in the way stipulated;
- b. The Buyer hinders or prevents appropriate research about the validity of the claim or complaint;
- c. The Buyer or the end-user has not placed, treated, used, kept or maintained the product properly or used it for other purposes or in other circumstances as intended;
- d. The usage for which the buyer raised the complaint is being continued;
- e. The term of warranty that is relevant to the specific product has ended, or, if no such specific warranty term has been agreed or notified by Seller, if the defect or complaint has been notified by Buyer later than 12 months after the sale.
- f. Buyer has changed or repaired the product without prior, written and explicit approval by Seller.

In the case of conflict about the quality of product delivered by Seller, Seller will appoint a well reputed agency to give a binding assessment.

INDEMNITY. Except for the obligations mentioned above, Seller is never forced to pay any indemnity to Buyer, unless Buyer can materially prove that Seller is guilty of negligence or guilt. Seller will particularly be not responsible for consequential or company damages, direct or indirect, including but not limited to loss of profit or by standstill by Buyer, it's employees, dependant or third parties.

Buyer is held to keep Buyer safe from claims that third parties may raise pursuant the fulfillment of the agreement, in as much as there are no legal barriers for the Buyer to pay the consequent cost and damages arising from such claim.

TAX. Where any excise duty, energy tax, VAT or other tax ("Tax") becomes payable by Seller to a third party in relation to the supply, release from a tax warehouse or transport of Product, Buyer shall pay such Tax to Seller in addition to the sale price. Where possible, and on written request of Buyer, Seller shall apply an exemption or a low or zero percent Tax rate or a suspension scheme as provided for under applicable legislation. Buyer shall in such case provide Seller with all legal documents (including an annotated copy of the administrative accompanying document) and information reasonably requested by Seller. If any additional Tax becomes due because Buyer has not timely provided Seller with such documents and information, or because of any fraud, loss or misappropriation in relation to Product, documents or information, Buyer shall indemnify Seller against Seller's liability for such Tax, including any interest, penalties and costs. If Seller is subsequently able to obtain a credit or repayment of such Tax, Seller shall reimburse Buyer the amount so credited or repaid less all reasonable costs, penalties and interest incurred by Seller. Parties shall inform each other of any relevant facts to enable remedial action to be taken, and shall take into account the interest of the other in any dealings with national fiscal/customs authorities to resolve disputes.

TERMS OF PAYMENT. Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall invoice the Buyer for the net sum due the goods on or at any time after dispatch of the Goods. Invoiced amounts shall reach Seller's nominated bank account, net of all bank charges and without deduction, withholding or setoff, no later than the last day of the agreed payment term. Any late payment shall bear simple interest at 0.05% per day, or up to the maximum rate allowed by law. If Buyer's credit worthiness or ability to pay is or may be impaired, in the reasonable opinion of Seller, Buyer shall upon Seller's request provide security for payment in the form requested by and satisfactory to Seller at Buyer's expense. If Buyer fails to pay any indebtedness to Seller in accordance with the terms for such indebtedness (whether or not under this Contract), Seller may in addition to any other remedies, postpone or withhold the supply of Product, change payment terms, cancel and/or terminate this Contract immediately upon written notice to Buyer.

LIABILITY AND CLAIMS. Seller's and any of Seller's Affiliates' total liability for any claim arising out of or in connection with the Contract for breach of contract, warranty or statutory duty; or other tort including Seller's negligence shall not exceed the sale price of the relevant delivery of Product, if delivered, or, if liability arises from a failure to deliver, the sale price of Product had it been delivered. Except where a Party fails to supply or take delivery without excuse provided in this Contract, no Party even if negligent shall be liable for loss of production, use, profit, business, goodwill or reputation, or for business interruption, wasted expenditure or any incidental, special, consequential, or punitive loss or damage(s) of any kind, whether suffered or claimed by the other Party or any third party. Buyer shall indemnify Seller and its Affiliates for any claim or expense on account of any injury, death or damage to property or the environment arising out of Buyer's unloading, storage, handling, sale, use or disposal of the Product (except to the extent caused by Seller's negligence). Any claim shall be made by Buyer by written notice, setting forth fully the facts on which it is based, immediately after the date when the facts were discovered or should have been discovered but in any event no later than 60 days after the loading date.

FORCE MAJEURE EVENT. Neither Party shall be liable for its failure to fulfill any term of the Contract, other than the obligation to pay any sum due or to provide security, if such fulfillment has been delayed, hindered or

prevented by any circumstance or event outside its reasonable control, or fire, explosion, strike, plant malfunction or shutdown in anticipation of a breakdown, or Seller's inability to acquire materials or services from its usual supply source on economically reasonable terms ("Force Majeure Event"). When a Force Majeure Event at one or more of Seller's supply sources results in a shortfall of Product available to meet its supply obligations, Seller shall apportion any reduced quantity of Product amongst Seller, its customers and its Affiliates in a fair and reasonable manner. Seller shall not be required to acquire Product to replenish any shortfall in Product arising as a result of a Force Majeure Event.

HSSE COMMUNICATIONS. Buyer shall disseminate appropriate health, safety, security and environment ("HSSE") information to all persons (including but not limited to Buyer's employees, contractors and customers)

COMPLIANCE WITH LAWS. Parties shall comply with all applicable (including without limitation HSSE) laws, governmental rules, regulations and orders.

ASSIGNMENT. The assignment of rights and obligations under the Contract shall require the prior written consent of the other Party except that no consent shall be required where same is to an Affiliate, reseller or intermediary or, with respect to Seller, to a purchaser of or successor to a significant portion of Seller's assets and/or line of business associated with the Contract.

ADDENDA. Addenda, including but not limited to product application and non-diversion clauses (by product); Service and Delivery Standards; HSSE; are herein incorporated by reference, as applicable.

LAW AND DISPUTES. The Contract and any dispute or claim arising out of or in connection with it shall be governed by the law of The Netherlands without regard to conflict of laws principles. The UN Convention on Contracts for the International Sale of Goods is excluded. All and any disputes or claims arising out of or in connection with the Contract shall be exclusively referred to and finally resolved by the appropriate courts at Amsterdam, The Netherlands.

CONFIDENTIALITY. The Buyer undertakes to the Seller that the Buyer will regard as confidential the Contract and all information obtained by the Buyer relating to the business and/or products of the Seller and will not use or disclose to any third party such information without the Seller's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Buyer's default;

The Buyer will not use or authorize or permit any other person to use any name, trade mark, house mark, emblem or symbol which the Seller is licensed to use or which is owned by the Seller upon any premises, notepaper, visiting cards, advertisements or other printed matter or in any other manner whatsoever unless such use shall have been previously authorized in writing by the Seller and (where appropriate) its licensor;

The Buyer will use all reasonable endeavors to ensure compliance with this condition by its employees, servants and agents. This Condition shall survive the termination of the Contract.

SURVIVAL. All provisions with respect to payment rights and obligations, disclaimers of warranties, waivers of claims, indemnification, limitations of liability, notice of claims, tax, governing law and dispute resolution, assignment, no waiver, an entire agreement and release shall survive the expiration or termination of this Contract.

No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

WEBSITE USAGE. Users of any of the websites published by IDCP, agree to the following:

The content of the pages is for your general information and use only.

Any information that user provides on the website will be truthfull.

The user will not copy any information or material on the site, apart from its personal and intended use. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

User will not reverse engineer, break into the site or use the website materials, products or services for illegal purposes.

User will use the sites as per the instructions contained in the site, will not disclose his password to others for use.

Any material that a user submits or posts to the site will automatically and irrevocably be deemed to be licensed to IDCP.

The use of the site is at the discretion of IDCP and any use by anyone may be terminated by IDCP at any time.

IDCP is not liable for any usage or any postings of materials that may be libelous, obscene or infringing a copyright or trademark. IDCP has the right to remove such postings at its discretion.

IDCP is not liable for any usage of one of it's sites, nor for errors, viruses, failures to operate, third party links or any online purchase or service. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Information on users can be disclosed to law enforcement agencies or following a court order, if IDCP is legally bound to do so.

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