Registration number: 23084035 VAT Identification number: NL007187312B01

GENERAL CONDITIONS of Suzo International (Nederland) B.V.

Antonia van Leeuwenhoekstraat 9, 3261 LT Oud Beijerland, The Netherlands

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Our general terms and conditions consist of two parts. Part II is solely applicable on offers made to consumers and contracts with consumers, whereby consumer means a natural person who is acting for purposes which are outside his trade, business or profession. In any other case, the provisions of Part II (Enernal terms and conditions Suzo International (professional clients)) are applicable, with exclusion of Part II Part II (General terms and Conditions Suzo International (professional clients)) are applicable, with exclusion of Part II Part II (General terms and Conditions Suzo International (consumers).

General terms and conditions Suzo International (professional clients) and Applicability

- Applicability

 Applicability

 Aless it has become Unless it has been agreed explicitly otherwise in writing, these general conditions shall apply to all our invitations to make an offer, offers and/or or accepted by us; they shall prevail over any of the principal's general conditions whatsoever, even if these last conditions contain a provision about cutsive applicability.

 y giving an order the principal is considered to have agreed fully to the exclusive applicability of these general conditions so far as necessary we hereby explicitly reject the applicability of any (general) conditions of the principal.

- Article 2. Offers
 2.1 All our offe
 2.2 All our offe
 2.3 With regar 22. Offers All our offers shall be without obligation. All our offers shall retain their validity during a one-month period, unless explicitly provided otherwise. With regard to others of which the principal should reasonably understand that the offer or any part thereof contains a clear mistake or clerical error, the
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With regard to offers of which the principal should reasonably understand that the offer or any part thereof contains a clear mistake or clerical error, the principal cannot expect performance.

All our offers are based on delivery and/or execution under normal circumstances and during normal working hours.

Information provided in catalogues, illustrations, drawings, statements of weights and measures, calculations and other particulars supplied by us shall not be except insofar as they have been included explicitly in a contract signed by us or a confirmation of sale signed by us. If delivery or execution is to be effected in accordance with our technical drawings that are subject to the principal's approval, the delivery or execution shall be effected as soon as we have received these drawings approved by the principal.

2. Ownership of designs

Drawings, calculations, descriptions, models and tools, if applicable, that are furnished by us shall remain our property even if the principal has been charged for them and/or the order was accepted or executed by us. They may not be copied or otherwise multiplied nor provided or made available for inspection to third parties, unless needed to execute the agreement.

- for them and/or the order was accepted on the counted by the contract has been signed by us or, if applicable, on the day the confirmation of sale has been mailed or made available electronically by us to the principal or on the day we have started carrying-out the order.

 Oral promises by and/or arrangements with our employees shall not be binding to us, unless confirmed by us in writing or electronically or unless we have started carrying-out the order.

 Pursuant to the agreement we shall have the right to charge the principal separately for any additional work that we have carried out as soon as the amount to be charged for this work is known to us. Additional work shall mean any goods or services we shall supply and/or install either at the request of or by order of the principal or by the order of third parties, or as a consequence of new or changed regulations, in addition to the goods or services supplied and/or installed pursuant to our offers, our confirmation of the order and/or the agreement. 4.3

- Price prices given by us shall apply to delivery ex warehouse of our principal place of business in the Netherlands, unless explicitly agreed otherwise, prices shall be in euro (EUR) and excluding VIX and other governmental levies and taxes, unless explicitly agreed otherwise. the case of orders inside the Netherlands of less than EUR 50 administration expenses shall be charged; the same applies to export orders under EUR 250.

- In the case of orders inside the Netherlands of less than EUR SD administration expenses shall be charged; the same applies to export orders under EUR 25f. *Blisk clause*. The prices stated in our offers are based on the cost price elements applicable on the date of these offers. If the prices of raw materials, metapide, metapide, parts, energy, wages, social insurance contributions, taxes, interest and/or other cost price elements are subject to any increase during the period between the date of offer and the date of delivery and/or completion of the work, we shall be entitled to raise the agreed price accordingly even if the cost price increases were foreseeable at the time of the offer. Price increases due to currency fluctuations and changes against the euro in the value of foreign currency in which any payment related to the delivery or execution is due, shall be for the account of the principal. *17. Transport*

- execution is due, shall be for the account of the principal.

 2. Tansport?

 Unless agreed otherwise in writing, the loading and unloading and the transport of the goods referred to in the agreement shall be at the risk and expense of the principal. For any shipments originated by us, even if the carrier has required a statement on the waybill that all damage during transport is at our risk. Goods delivered by us are insured against transport damage with a franchise for the account of the principal of EUR 500 per event.

 The principal shall be responsible for the report of any damage to the carrier and the consignor within three days after the damage has been established or could reasonably have been established, and shall in any event on receipt of any damaged goods make a note on the relevant Waybill. Subject to approval by our insurer the principal will be compensated for the agreed loss.

 We reserve the right to deliver ordered goods in consignments and to invoice each of them.

 We shall arrange for the peakaging of our goods free of charge in quantities and numbers to be determined by us, without any liability and without any obligation to return packaging, unless return is required pursuant to the EU Directive 94/62/EC on packaging and packaging waste.

 8. Belivery and terms of delivery

 The term of delivery and the delivery date respectively shall commence at the latest of the following events: (a) the day of execution of the agreement;

 (b) the day we received the documents, information, permits, exemptions, approvals and suchlike necessary for us to hild our obligations under the agreement have been met; (d) the day of receipt of the first instalment is due upon order.

 Delivery periods stated by us are not to the considered as strict deadlines. In the case of late delivery we are not in default until given notics of default in writing, it is not a proper to any compensation for whatever reason, does not entitle the principal to suspend any obligation undertaken towards us, or to perform or have work pe 8.2
- 8.3
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- reason whatsoever 10% or less of the goods included in the agreement cannot be delivered, the principal shall not be released from any obligation is under the agreement. Any goods lacking will be delivered by us as soon as possible subject to the conditions of the original agreement. 8.5

- A Car request, the principal shall sign a transfer protocol stating that the goods have been delivered complete and in working condition, notwithstanding article 11.

 3.5 If for any reason whistoever 10% or less of the goods included in the agreement cannot be delivered, the principal shall not be released from any obligation towards us under the agreement. Any goods lacking will be delivered by us as soon as possible subject to the conditions of the original agreement.

 3. All payments are to be made without any deduction or set-off within thirty days after invoice date, unless agreed otherwise.

 3. If a payments are to be made without any deduction or set-off within thirty days after invoice date, unless agreed otherwise.

 3. If the principal date and make the payments when the shall be considered in oldinal typo up and we shall be certified within a final toward of the principal same due with a minimum of EIR 200.

 3. We shall at all times be entitled to require the principal to provide a bank quarantee or other security to secure his obligations of payment prior to the delivery of the goods or any work or before continuing the execution.

 4. In accordance with the provisions of article 13, in case the principal falls to meet his payment obligations or to provide a bank guarantee or agreed security, we shall be entitled to suspend the delivery or execution until the principal has met his obligations.

 4. Article 10. Risk and researching of conversably to the elivered or accordance with the provisional or a farticle 23, the principal shall been the risk for all damage—interest to the state of the following memorits: (a) leading free pools, provided that in case of disviery againt documents agreed, the principal shall been the said risk from the first of the following memorits: (a) leading free pools. (b) the bind will be soon to the principal will be or the said risk from the first of the following memorits: (a) leading free pools. (b) the since pools delivered by the principal will be soon delivered by the p

- he event of delivery of used materials or goods in consultation with the principal no warranty is given by us, unless agreed otherwise in writing.

 allegedly not fulfilling of our warranty obligations shall not release the principal from the obligations that result for him from any agreement concluded
- is. All not be bound to any form of warranty if the principal has not properly or timely fulfilled all his obligations that results from the agreement concluded 11.11
- We shall not be bound to any form of warranty if the principal has not properly or timely fulfilled all his obligations that results from the agreement concluded with us or from an agreement related thereto.

 Complaints in respect of defects are to be made as soon as possible in writing on submission of the delivery note and provided that: in the event of externally visible defects a complaint must be abunified at the latest within eight days after receipt of the goods, and in the event of not externally visible defects a complaint must have been submitted at which made and the event of the submitted at the latest within eight days after receipt of the goods, and in the event of not externally visible defects a complaint must have been submitted within end days after discovery but at the latest within eight working days after expiry of the warranty period. In the event any of the terms is exceeded all claims against us in respect of the relevant defects shall cease. In respect of the goods supplied but not made by us, our liability under the warranty is limited to the liability under the warranty of the supplier/manufacturer of these nonsts in us.
- lished that the compliant is unfounded, the principal shall bear all our costs incurred, including our costs of examination 11.14 Article 12. Liability 12.1 Our liability pu
- a 2. Lability

 Our liability pursuant to this agreement shall be explicitly limited to the performance of the obligations that we have undertaken under the warranty as set out in article 11 above. Any further liability, either for direct or indirect damage, expenses and interests shall be explicitly excluded.

 Without prejudice to the provisions of article 11, except in the event of interior of wilful reddessenses on our part or part of our managerial staff, we shall not be liabilities of the expenses of damagerial staff, we shall not be liabilities of the expenses of 12.2
- 12.3
- - 13. Suspension and resussion

It is subject to serious doubt whether the principal is able to fulfil his contractual obligations to us, and also in the event of an official moratorium, bankruptoy, stoppage, liquidation or full or partial transfer of the principal's business, the principal shall be in default and we shall be entitled without notice of default and without judicial interposition after written notification to the principal to suspend the performance of each of these agreements uning a period not exceeding six months or to rescrid the agreement in full or in part without being liable to pay any compensation or to any warranty and without prejudice to any further rights to which we are entitled. In case article 13.1 is applicable, all obligations of the principal under the agreement shall become immediately due and payable with deduction of the instalments already poid and the expenses not yet made by us and the principal shall be obliged to pay the above mentioned amond to take the matters included therein into his possession, in default of which we shall be obliged to have these goods stored at the principal's expense and risk or to sell them for his account.

- account.

 3. In the event of force majeure, which shall mean any circumstance beyond our control even if it was to be foreseen at the time of entering into the agreement pursuant to which performance of the agreement cannot reasonable be required from us, we shall be entitled without judicial intervention upon written notification to the principal either to asspend the performance under the agreement during a maximum of six months or to rescind all or part of the agreement without being obliged to pay any compensation or fine, even if this fine was agreed in writing.

 *Article 14. *Return shipment of the goods**
 *Return of the goods shall require our prior approval and is to be made free of charge stating the RMA number and with enclosure of a copy invoice of the

relevant goods.

Article 15. Proof of administration

15.1 Without prejudice to the possibility of proof of the contrary our administrative records shall be decisive concerning this agreement

- Without prejudice to the possibility of proof of the contrary our administrative records snall be decisive concerning units digitation.

 All agreements to which these conditions apply in full or in part shall exclusively be governed by Netherlands law, excluding the Vienna Sales Convention United Nations Convention On Contracts For The International Sale Of Goods of 11 April 1980) and provided however that with respect to goods delivered in a country outside the Netherlands the title retention referred to here in shall be governed to fullest extent possible and in particular in its scope by the laws of the country insofar more favourable to us. All disjustes that might arise during the performance of or in connection with an agreement shall, subject to mandatory law, be brought, to the exclusion of any other court, before the court Rotterdam that has jurisdiction in respect of the dispute, unless we should choose to submit the dispute to another court with jurisdiction in respect of the matter.

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 17. Inspection and testing
 If inspection and/or testing is agreed upon in writing, this article 17 shall also apply.
 If inspection and/or testing is agreed upon in writing, this article 17 shall also apply.
 The principal shall give us the opportunity to conduct pre-tests. The principal shall timely provide all auxiliary equipment, auxiliary and industrial materials, water, energy, heating and lighting necessary thereto at its own risk and account.

 We shall be provided the opportunity to meet any complains made by the principal in connection with the test conducted, before the system can be reject or 17.3

- Wearf, energy, nearing and injuring necessary threeto at its own risk and account.

 We shall be provided the opportunity to meet any complaints made by the principal in connection with the test conducted, before the system can be reject or refused.

 The costs of inspection shall be for the account of the principal.

 The inspection have used his right threeto, the goods are presumed to be approved.

 18. Assembly and installation

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 10 assembly and installation in the opportunity by a source of the principal installations, provisions and/or conditions necessary for the installation of the products to be installed and/or for the orner operation of the goods when assembled, unless and insofar this performance is done by or on behalf of us according to particulars provided by us and/or our drawings.

 Without prejudice to the article 18.2 above, the principal shall in any case at his own expense and risk attend to that (a) our employees can start and continue their work during normal working hours from the moment they arrive at the place of installation and/or any provisions under goods as a start and continue their work during normal working hours from the moment they arrive at the place of installation and/or any provisions under government rules, the agreement and common use will be available to our employees; (c) the accessory bushable a

- 18.4 Damages and costs will a low or an account.

 Part II General terms and conditions Suzo International (consumers)

 Article 1. Definitions

 In these general terms and conditions (consumers) the following terms have the following meaning:

 In these general terms and conditions (consumers) the following terms have the following meaning:

 Consumer: a natural person who is acting for purposes which are outside his trade, business or profession:

 Right of withdrawal: the right of the consumer to withdraw from the distance contract within the reconsideration period as referred to in article 6 below;

 Bestance control act a contract under an organised distance sales or service-provision scheme run by us, whereby up to and including the moment at which the contract is concluded the is made of one or more means of distance communication.

 Article 2. Applicability

 2.1 Unless it has been agreed explicitly otherwise in writing, these general terms and conditions shall apply to all our offers to consumers in the course of any distance contract and any distance contract concluded with a consumer. Legal persons and natural persons not acting as consumers cannot rely on these general terms and conditions acting as consumers cannot rely on these general terms and conditions are the distance contract is concluded the tend of these terms and conditions will be made available to the consumer. If this is not reasonably possible, it shall be indicated before the distance contract is concluded that these terms and conditions can be examined at our offices that they will at the request of the consumer be sent to him as soon as possible free of charge.

 2.4 If the distance contract is concluded the transport of the consumer and conditions can be easily stored on a durable medium. If this is not reasonably possible, we shall before the distance contract is concluded the terms and conditions can be easily stored on a durable medium. If this is not reasonably possible, we shall before the distance contract is concluded the terms and c

- consumer cannot expect performance.

 On our website we shall provide at least the following information: (a) our identity and our address; (b) the main characteristics of the goods; (c) the price of the goods including all taxes; (d) the delivery costs, (e) the arrangements for payment, delivery or performance; (f) the existence of a right of withdrawal, if applicable; (g) the took of Ising the means of distance communication, where it is calculated other than at the basic rate; (h) the period for which the offer or the price remains valid;

- of the pilot entirents value,

 The contract with the consumer is concluded as soon as he has accepted our offer and has complied with all obligations set out therein.

 The contract with the consumer has accepted the offer electronically, we will forthwith confirm the receipt of the acceptance electronically.

 We shall ultimately on the time of delivery of the goods to the consumer provide the following information in writing or on another durable medium available and accessible to him: (a) our geographical address of the place of business to which the consumer may address any complaints; (b) written information on the conditions and procedures for exercising the right of withdrawal or the clean routification of the exclusion of the injury of withdrawal or the clean routification of the exclusion of the injury of withdrawal or the clean routification of the exclusion of the injury of withdrawal or the clean routification of the exclusion of the injury of withdrawal or the clean routification of the exclusion of the injury of withdrawal or the clean routification of the exclusion of the injury of withdrawal or the clean routification of the exclusion of the injury of withdrawal or the clean routification of the exclusion of the injury of withdrawal or the clean routification of the exclusion of the injury of withdrawal or the clean routification of the exclusion of the injury of withdrawal or the exclusion of the injury of withdrawal or the exclusion of the exclu

- after-sales services and guarantees which exist; (d) the information set out in article 3.2 hereof, unless provided us the Consumer process and guarantees which exist; (d) the information set out in article 3.2 hereof, unless provided us the Consumer process and guarantees which exist, (d) the information set out in article 3.2 hereof, unless provided us the Consumer process and in a period of seven working days. The reconsideration period starts on the day immediately after the receipt of the goods by the consumer of by the representative appointed by the consumer and made known to us beforehand.

 During the reconsideration period the consumer shall treat the goods and packaging with due care. He shall unpack or use the goods only to the extent necessary to access as to whether he wants to keep the goods. If consumer desires to exercise his right of withdrawal, he shall immediately return the goods with all accessories and, if reasonably possible, in its original condition and gackaging, in accordance with our instructions.

 Gle 6. Costs in case of withdrawal

 If the consumer already paid any sums, we shall reimburse these sums as soon as possible and in any case within 30 days after the withdrawal referred to under article 5.1 hight of withdrawal with regard to the products: (a) which are supplied to the consumer's specifications of the consumer; (b which are clearly personalized; (c) which, by reason of their nature, cannot be returned.

 The right of withdrawal is only excluded in case we have clearly stated so in the offer or before executing the contract.

 Ide 8. Price

 The prices given by us shall apply to delivery ex warehouse of our principal place of business, unless explicitly agreed otherwise.

 All prices shall be in euro and excluding IVAT and other governmental levies and taxes, unless explicitly agreed otherwise.

 We shall hear the risk of damages or loss o s the products up to the time of delivery to the consumer or to the representative appointed by the consumer and 5.2

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- All prices shall be in euro and excusuring virt alto users government activate a most activate and the set of the representative appointed by the consumer and wade known to us beforehand, unless explicitly agreed otherwise. The consumer will bear the costs of dispatch.

 The place of delivery is considered to be the address provided to us by the consumer.

 de 10. Delivery

 We shall carry out the orders accepted by us expeditiously but ultimately within 30 days, unless another delivery term has been agreed upon.

 The goods are considered to be delivered as soon as they have been made available to the consumer in accordance with the terms of delivery.

- 10.1 We shall carry out the orders accepted by us expeditiously but ultimately within 30 days, unless another delivery term has been agreed upon.
 10.2 The goods are considered to be delivered as soon as they have been made available to the consumer in accordance with the terms of delivery.
 Article 11. Payments
 11.1 Unless agreed otherwise, the consumer shall pay all sums due within seven days after the reconsideration period started as referred to in 5.1 above without any deduction or set-off.
 12. If the consumer does not pay when due, he shall be considered in default ipso jure and we shall be entitled without any notice of default to charge him the statutory interest from the due date and in addition all extrajudicial expenses.
 13. In case the consumer falls to meet his payment obligations, we shall be entitled to suspend the delivery until the consumer has met his obligations.
 Article 12. Conformity and complaints
 12.1 We have the consumer that the goods comply with the contract, with the specifications set out in the offer, with reasonable requirements of soundness and/or usability and with the statutory requirements and/or government regulations applicable in the Netherlands at the time of the formation of the contract. If so agreed, we also warrant that the goods are suitable for other than normal use.
 12.2 We shall make all reasonable effort to protect and sefigurant the goods against any fraudulent manipulation. However we do not warrant that the goods fully withistand and are protected against all forms of fraudulent manipulation or other dishonest use.
 12.3 We cannot be held liable in the event (a) defects are caused by ahormani or unusuals strage or use or by any acts, omission or misuse by the consumer or prescribed by any regulation or connection without our authorisation and the non or not timely compliance with operating or service instructions; (b) detects which are windly or partly the consequence of mater

- 12.6 If it is established and that the compliant its unfounded, the consumer shall bear all our costs incurred, including our costs of examination.

 13.1 Our liability pursuant to this agreement shall be explicitly limited to performance of the obligations that we have undertaken under the warranty as set out in article 12 above. Any further liability, either for direct or indirect damage, expenses and interests that be explicitly evoluted.

 13.2 Without prejudice to the provisions of article 12, except in the event of intent or wilful recklessness on our part, we shall not be liable for expenses, damage and interests that that are a direct or indirect result of negligence of our employees or persons who assists us in the performance of the agreement.

 Article 14. Force majeure

 in the event of force majeure, which shall mean any circumstance beyond our control even if it was to be foreseen at the time of entering into the agreement.

 pursuant to which performance of the agreement cannot reasonable be required from us, we shall be entitled without judicial intervention upon written notification to the consumer either to suspend the performance under the agreement during a maximum of six months or to rescind all or part of the agreement without being obliged to pay any compensation or fine, even if this fine was agreed in writing.

 Article 15. Return shipment of the goods.

 Notwittsbanding article 5, the return of the goods shall require our prior approval and is to be made free of charge stating the RMA number and with enclosure of a copy invoice of the relevant goods.

 Article 15. Proof of administration period

 Without prejudice to the possibility of proof of the contrary our administrative records shall be decisive concerning this agreement.

 Article 17. Limitation period

- Without prejudice to the possibility of proof of the contrary our administrative records shall be decisive concerning this agreement.

 Article 17. Limitation period

 17.1 Notwithstanding the statutory limitation periods, the limitation period of each claim and defences against us and third parties engaged by us to execute the contracts to one year unless agreed otherwise.

 17.2 Article 17.2 is not applicable on claims and defences that based on facts indicating that the goods delivered do not comply with the agreed terms. These claims and defences are barred two years after the consumer has informed us of such nonconformity.

 Article 18. Applicable law / competent judge

 18.1 All agreements to which these conditions apply in full or in part shall be governed by Netherlands law.

 18.2 All disputes that might arise during the performance of or in connection with an agreement shall, subject to mandatory law, be brought, to the exclusion of any other court, before the court Rotterdam that has jurisdiction in respect of the dispute, unless we should choose to submit the dispute to another court with jurisdiction in respect of the matter.
- This document is a translation of our general conditions in Dutch. In case of any differences between the original Dutch version and this translation, the Dutch version shall prevail. These general conditions shall take effect on 1 December 2011 and are filed at the Chamber of Commerce of Rotterdam under number 23084035