

General Terms and Conditions of Purchase

...of Fetim B.V., a private limited liability company, having its registered office in Amsterdam, the Netherlands, listed in the Commercial Register of the Chamber of Commerce in Amsterdam under number 33050904, filed at the Registry of the Amsterdam District Court on 7 December 2005 under number 206/2005.

A. GENERAL: DELIVERY OF GOODS AND SERVICES DEFINITIONS

- 'Delivery' is the act by or on behalf of the supplier of actually making the goods or services available to Fetim, or to a third party designated by Fetim.
- The words 'General Terms and Conditions of Purchase' and/or the 'Terms and Conditions' refer to the current provisions.
- The 'Supplier' is the party with which Fetim has concluded a contract or intends to conclude a contract.
- An 'order' is each oral or written offer made by Fetim to conclude an agreement with the Supplier. This will also apply in the event that an order placed by Fetim follows an offer made by the Supplier.
- 'Goods' are the corporeal objects to which the Agreement pertains.
- 'Services' are the activities to be performed by the Supplier.

Article 1 APPLICABILITY

1. These General Terms and Conditions of Purchase will apply to all juristic acts and agreements entered into by Fetim relating to the purchase of goods and/or services and the corresponding activities.

2. Modifications and/or supplements to these Terms and Conditions will not be legally valid, unless they have been laid down in writing and signed for approval by Fetim's Management Board or a Managing Director.

3. By accepting an order placed by Fetim, the Supplier will be deemed to agree to these General Terms and Conditions of Purchase, while any provisions of its own general or special terms and conditions will be disregarded to the extent that such are inconsistent with these General Terms and Conditions of Purchase. In the event of doubt regarding the question whether these General Terms and Conditions of Purchase and any terms and conditions of the Supplier are conflicting, these General Terms and Conditions of Purchase will prevail.

Article 2 ORDERS/CONCLUSION OF AGREEMENTS

1. With respect to the delivery of goods, the principle applies that the orders placed by Fetim will only be legally valid if they have been laid down in writing in the order confirmation form 'F' as used by Fetim. Any supplements and modifications to orders will only be legally valid if they have been confirmed in writing by Fetim. An agreement will be deemed to have been concluded as soon as the Supplier has signed a copy of the order confirmation form F, and has provided it with its company stamp, and has returned it to Fetim within 14 days of the date on which it was dispatched to it.

2. In the event that the period of time referred to in paragraph 1 is exceeded, Fetim will nevertheless be free to deem the acceptance timely and decide that an agreement has been concluded.

3. As long as an order has not been accepted by the Supplier in accordance with paragraph 1, it may be withdrawn by Fetim by means of a written notification.

4. With respect to the delivery of services, the principle applies that the relevant assignment must have been laid down in clear terms, in writing. The assignment for the delivery of services must be signed and dated both by Fetim and by the Supplier.

B. DELIVERY OF GOODS

Article 3 LOCATION AND TIME OF DELIVERY

1. Delivery must be effected at the location, in the manner and at the time agreed upon, unless Fetim has agreed to a different manner of delivery in writing in advance.

2. The Supplier will be obliged to inform Fetim in writing forthwith of any circumstance due to which delivery may not be able to be effected at the location, in the manner and/or at the time agreed upon. The Supplier shall notify Fetim by fax within two working days of such a circumstance occurring. The consequences of such failure to effect delivery will be for the Supplier's account.

3. An agreed delivery date or delivery period will be deemed to be a firm deadline. In the event that the delivery date or the delivery period is exceeded – also if this is due to a rejection of the goods delivered by Fetim pursuant to Article 5 or pursuant to the Standards and Instructions for Delivery to Fetim – Fetim will be entitled to dissolve the agreement in whole or in part without any notice of default being required, or to claim performance on further conditions to be set by Fetim.

4. In the event that the delivery date or delivery period is exceeded and Fetim does not fully dissolve the Agreement pursuant to paragraph 3, then the Supplier will owe a penalty equalling 5% of the invoice price for each day that the exceeding lasts, subject to a maximum of 50% of the invoice price.

Article 4 OWNERSHIP OF GOODS

1. The ownership of the goods will pass to Fetim upon their delivery. In the event that Fetim pays the invoice relating to the goods before their delivery, Fetim will become the owner of same goods, irrespective of where the goods are located at that time.

2. In the event that the goods are located with a third party at the time that Fetim effects payment, that third party will hold the goods for Fetim as their owner from that time on. The Supplier shall notify the relevant third party thereof in writing as soon as such notification may be necessary, or following a request from Fetim to that effect. The third party will be obliged to individualise the goods it is keeping for Fetim.

Article 5 PACKAGING AND SHIPMENT

1. Taking into account the manner of transport, the Supplier shall package the goods in such a manner that they will reach their destination in good condition and can be unloaded there safely. In the event that Fetim sets requirements with respect to the packaging, security, bar-coding and/or the product information to be enclosed, the Supplier shall carefully comply with such requirements.

2. Unless provisions to the contrary have been agreed, the Supplier will be responsible for the sound shipment of the goods in accordance with the statutory and generally accepted rules and regulations on transport and taking into account the relevant shipping documents and transport conditions.

3. Unless the order confirmation clearly states the contrary, delivery will be effected DDP (delivery duty paid) and carriage paid, including any duties payable, to Fetim's warehouse. See the Incoterms 2000 and Article 15, paragraph 3, of these General Terms and Conditions of Purchase.

4. Up to the time of delivery, the Supplier will bear the risk relating to the goods. Following delivery, Fetim will bear the risk relating to the goods. Delivery will be deemed to be effected at the time that the consignment note relating to the delivery is signed by Fetim or by a third party authorised by Fetim for that purpose.

5. Fetim may reject the goods delivered if the necessary shipping documents are absent, or if they are incomplete or not clearly legible.

6. Fetim may reject the goods delivered in the event of incorrect loading, unsound packaging and/or inferior quality of the goods.

Article 6 GUARANTEE/WARRANTY

1. The Supplier in any event warrants that the goods to be delivered will be in accordance with the specifications agreed upon; the Supplier furthermore warrants that the goods are of good quality and that they are suitable for the purpose for which they are intended, to the extent that their purpose is known or is apparent from the nature of the goods.

2. The Supplier guarantees that the goods delivered do not infringe any intellectual property rights, licences or other rights vested in or held by third parties and shall indemnify Fetim against any claims relating to same.

3. The Supplier guarantees that the goods delivered are in accordance with all statutory provisions (under Dutch law) that apply to the relevant goods and to the delivery of goods in general.

Article 7 STANDARDS AND INSTRUCTIONS FOR DELIVERY TO FETIM

1. In addition to these General Terms and Conditions of Purchase, the Standards and Instructions for Delivery to Fetim will apply to the Agreement.

2. The Standards and Instructions for Delivery to Fetim are available on the website www.Fetim.com and/or will be sent or handed to the Supplier further to a request to that effect.

3. The Standards and Instructions for Delivery to Fetim form an integral part of the Agreement between the Supplier and Fetim.

Article 8 COMPLAINTS

1. Both before and after delivery, Fetim will be entitled to inspect, check and/or test the goods, or to have others do so. The Supplier will be obliged to render its cooperation in this respect.

2. In the event that it emerges immediately after delivery or at a later stage that the goods are not in accordance with the Agreement, or with what could reasonably be expected of the goods, then Fetim will notify the Supplier of this fact within three working days of that discovery.

3. Apart from any further rights vested in Fetim, the Supplier shall, in the event of a situation as described in paragraph 2 of this Article, repair or replace the goods at its own expense, further to a request to that effect from Fetim. It will be up to Fetim to decide whether the goods are to be repaired or replaced. The Supplier shall compensate Fetim for all the costs reasonably incurred by it in order to replace or repair the goods. This will also include the inspection costs and any other costs incurred in establishing the relevant defect.

4. In the absence of proper compliance with paragraph 3 of this Article, or in the event of an urgent situation, Fetim will be entitled to take whatever measures may be necessary, or to have others do so, at the Supplier's expense.

Article 9 PAYMENT

1. Payment must be effected within 30 days of the goods' delivery, unless provisions to the contrary have been explicitly agreed in writing.

2. The Supplier will in any event draw up duplicate invoices for each order, which will state Fetim's order number, the product description and the number of goods ordered.

3. The invoices must have been received by Fetim no later than on the day of delivery or clearance of the goods, as the case may be.

4. Payment of the invoice may not be taken to mean that Fetim has approved the goods; Fetim will also be entitled to submit a complaint after effecting payment.

5. In the event that Fetim exceeds the payment period stated in paragraph 1, it will owe interest at a rate of 4%. This interest rate will be deemed to replace the statutory commercial interest as fixed in the manner described in Section 120 of Book 6 of the Dutch Civil Code [Burgerlijk Wetboek].

Article 10 OBLIGATION TO PROVIDE INFORMATION

1. The Supplier will be obliged to notify Fetim forthwith

in the event that (i) bankruptcy, a suspension of payments or statutory composition is applied for with respect to the Supplier, or (ii) the Supplier discontinues or winds up its business or an important part thereof, or if a resolution to do so is passed.

2. The Supplier will be obliged to notify Fetim forthwith in the event that it is unable to perform its obligations vis-à-vis Fetim due to a situation of force majeure.

Article 11 LIABILITY

1. The Supplier will be liable for all damage incurred and to be incurred by Fetim and by third parties as a consequence of defects in the goods delivered, be they hidden or apparent. The Supplier will furthermore be liable for its acts and omissions and for the acts and omissions of its employees and/or third parties assisting it in the performance of the Agreement. The Supplier shall indemnify Fetim against any claims for damages instituted by third parties, including Fetim's customers.

2. In the event that the Supplier is in default of performance of its obligations ensuing from the Agreement, it will be obliged to compensate Fetim for the collection costs incurred by it. The collection costs will amount to at least 10% of the invoice price. Fetim reserves the right to claim performance or dissolution, possibly in combination with damages.

3. The Supplier shall take out sufficient insurance against liability as referred to in this Article.

Article 12 TRANSFER/OUTSOURCING

1. The Supplier will not be allowed to wholly or partially have third parties perform or exercise its obligations and rights ensuing from the Agreement with Fetim, unless a new agreement has been concluded between Fetim and that third party.

Article 13 PRODUCTS AND AUXILIARY MATERIALS PROVIDED BY FETIM AND DEVELOPED JOINTLY

1. Models, stamps, drawings and any other auxiliary materials provided by Fetim to the Supplier or made or purchased by the Supplier at Fetim's expense are and will remain Fetim's property.

2. In the event that these auxiliary materials are held by or are under the supervision of the Supplier, the Supplier shall ensure that the auxiliary materials are and will remain in good condition, and that they are insured against the normal risks.

3. The Supplier will hand in such auxiliary materials to Fetim or deliver same to Fetim as soon as it is requested to do so.

4. Products and auxiliary materials developed by the Supplier in collaboration with or on the instructions of Fetim may only be sold and/or supplied to third parties with Fetim's prior written permission.

C. DELIVERY OF SERVICES

Article 14 SPECIFIC PROVISIONS ON THE DELIVERY OF SERVICES

1. Articles 3 to 13 will apply mutatis mutandis to the delivery of services by Suppliers.

2. The Supplier of services must observe due care as befitting a good supplier in the performance of its activities. In doing so, the Supplier must at all times comply with the instructions given by Fetim.

3. The Supplier undertakes to take every measure and action that may contribute to the delivery of services of the highest possible quality. This includes, inter alia, attending conferences in the context of continuous training, observing codes of conduct, and using money, time and manpower in an efficient manner.

4. The Supplier must keep Fetim informed of the progress of the delivery of services. In addition, after completion of the assignment, the Supplier must be able to render account with respect to the work performed and the costs and expenses incurred.

5. Fetim will at all times be entitled to cancel the agreement for the delivery of services without being liable to pay damages. In doing so, Fetim will observe a reasonable notice period, which will be no longer than one month.

Article 15 FINAL PROVISIONS

1. All disputes, including preliminary relief proceedings, relating to and/or ensuing from these General Terms and Conditions and/or any agreements to which these General Terms and Conditions apply will be governed by Dutch law.

2. The Amsterdam District Court will be competent to take cognisance of any disputes as referred to in paragraph 1 to the exclusion of all other courts, unless the Sub-District Division is competent pursuant to the law. In the latter case, any disputes will be submitted to the Sub-District Division of the Amsterdam District Court to the extent possible.

3. The usual trade abbreviations will be governed by the international rules on the interpretation of trade terms (Incoterms 2000), supplemented by the most recent publication of the International Chamber of Commerce (ICC).

4. Fetim is the copyright holder with respect to its General Terms and Conditions of Purchase and with respect to the Standards and Instructions for Delivery to Fetim, and others will not be permitted to copy or use these Terms and Conditions, in whole or in part, without its prior written consent.