

GENERAL TERMS AND CONDITIONS OF SALE

Wynca Europe Sealants Material B.V., Vijverbroekstraat 13, 6015 AA Neeritter, The Netherlands ("Seller"), agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller the goods and services (hereinafter collectively referred to as "Goods") subject to the following terms and conditions.

1. Acceptance.

- The applicability of conditions of Buyer is hereby excluded.
- All offers made by Seller and all orders for the Goods placed by Buyer with Seller shall be subjected to these General Terms and Conditions without modification or qualification. All offers made by Seller are non-binding. A binding contract shall occur only upon Seller sending Buyer a written acceptance of the order, together with these General Terms and Conditions.
- Seller's written acceptance of Buyer's order together with these General Terms and Conditions constitute the entire agreement between the parties.
- No representation, warranties or guarantees other than those contained herein and no variation of these terms and conditions shall be binding on Seller unless made in writing and signed by a duly authorized representative of Seller. (Any variation, representation, warranty or guarantee made as aforesaid will apply only to the particular order concerned).

2. The Goods.

- The Goods shall be those constituting, or set out in, Seller's acceptance of the order, unless, in the event of a discrepancy between Buyer's order and Seller's acceptance, Buyer notifies Seller in writing of his disagreement, within a period of 10 days from the date of Seller's acceptance of the order.
- To the extent Buyer re-sells the Goods in an unprocessed or untreated state, it hereby undertakes to deliver to the purchase all product information received from the Seller with the Goods. In the case of re-selling the Goods, Buyer is responsible for all damages to the Goods including but not limited to the damage due to improper or lengthy storage of the Goods.
- Wherever appropriate in these General Terms and Conditions, the term Goods shall include services to be performed or provided by Seller, regardless whether the same are subject of Seller's acceptance of the order or performed or provided without a specific order from Buyer. Said services include, but are not limited to technical advice and counsel, testing, adjustment or similar service.

3. Suitability, Testing, Processing and Installation.

- Buyer acknowledges that Seller's literature showing examples of uses of the Goods serves as illustration for a possible use only and that - even in those cases where Seller has made specific tests for the suitability or the Goods for the intended purpose or has given specific recommendations with respect to the processing or installation of the Goods - it remains Buyer's sole responsibility to test the suitability of the Goods for the intended purpose.
- Buyer acknowledges that the Goods should be processed and installed according to the state of the art techniques and processes, including but not limited to Seller's recommendations.
- Buyer shall not use any Goods in connection with any nuclear facility or activity.

4. Packaging.

- Seller retains title to all re-usable packaging materials Seller uses for the Goods. Reusable packaging shall be as defined by Seller. (In case of doubt, Buyer shall inquire with Seller whether a particular packaging is considered re-usable by Seller).
- Buyer is responsible for all loss or damage of whatever nature which occurs to the re-usable packaging materials once the Goods have been delivered to Buyer. Seller will arrange for the return of the re-usable packaging materials within a reasonable time period, unless otherwise agreed in writing by Seller and Buyer.
- Buyer shall ensure that packaging materials marked as disposable by means of the label/trademark of a collection/re-cycling agency is made available to the respective collection/re-cycling agency for disposal purposes.

5. Delivery.

- The point of delivery shall be ex-Works of Seller as specified in the acceptance of the order, unless otherwise agreed upon in the acceptance of the order. The ICC INCOTERMS are applicable with respect to the terms of delivery, unless otherwise agreed upon in writing.
- Date of delivery shall be the day on which the Goods are placed at the disposal of Buyer.
- Unless otherwise agreed in writing by Seller and Buyer, delivery may be made by installments and any delivery dates quoted on the written acceptance of the order shall be taken as indicative and shall not be binding; Seller's obligation shall be only to use its reasonable endeavors to adhere to such dates. In case of a delay of more than four weeks from the delivery date first quoted, Buyer is entitled to cancel the order subject to a two weeks notification by registered letter to Seller as per the department and address as indicated on Seller's acceptance of the order. Seller will not in any circumstance be liable for any loss or damage whatsoever (whether direct, indirect, consequential or otherwise) arising by reason of delay in delivery (including pursuant to installments) however occasioned unless the same was attributable to Seller's gross negligence or willful misconduct.
- Should Seller make over- or under-delivery of up to 10%, such over- or under- delivery shall be deemed to be proper performance by the Seller in accordance with the agreement. The price charged to the Buyer will, however, be based on the quantity actually delivered.
- In the event of any dispute between Buyer and Seller as to the quantity of the Goods delivered, the quantity recorded on Seller's officially calibrated weighing equipment, at the point of loading shall be accepted by both parties as correct.
- If Buyer refuses to accept delivery of the Goods or any installment thereof, Seller may, without prejudice to its other rights, arrange for the storage of the Goods at the expense and risk of Buyer.

6. Acceptance of Goods. Limitation of Warranty; Liability.

- Except as otherwise stated herein the Goods shall be deemed to have been accepted by Buyer eight (8) days after delivery thereof unless Buyer has notified Seller in writing within that period of any breach of the agreement. Notwithstanding the foregoing, any mixing, processing, use or repackaging of the Goods by Buyer, its agents or employees shall constitute acceptance of the Goods by Buyer.
- In connection with subsection 6a, where it is established to Seller's satisfaction that the Goods at the time of delivery were not in compliance with the acceptance of the order, Seller will negotiate with Buyer on a price reduction. In case Buyer and Seller cannot reach agreement on a price reduction, or in case the Goods cannot reasonably be used by Buyer as a consequence of their non-compliance, the Goods shall be made available to Seller at the point of delivery at Seller's expense. After receipt of the returned Goods, Seller will take all reasonable efforts to deliver complying Goods. In case this should not be possible or not be possible within a reasonable time, Seller will credit Buyer the net invoice price.
- The undertakings as provided herein shall be the full extent of Seller's liability in respect of the sale, and constitute the sole obligations of the Seller with regard to the properties and suitability of the Goods for the intended use.
- Except in the event of gross negligence or willful misconduct of Seller, its employees, representatives or of anybody performing certain services on request of Seller, Seller shall under no circumstances be liable for any other direct damage or injury of any kind howsoever caused or arising. However, Seller's liability for loss of profits, consequential, or indirect damages, is at all times excluded.
- If Seller furnishes Buyer with advice or assistance concerning any Goods, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, indemnity, warranty, tort (including negligence), delict, quasi-delict, strict liability or

otherwise

- Seller shall under no circumstances be liable for any damages, injury or contamination, of whatever nature, loss, in case of breach by Buyer of its obligation under clause 3c. Buyer shall in such event indemnify and hold Seller, its employees, suppliers and sub-contractors harmless against all claims, costs, loss, damages, expenses including lawyer's fees or any other matter arising out of or in connection with the said breach.
- In case any limitation of liabilities in accordance with the present General Terms and Conditions would be considered under Dutch law as unreasonable under the specific circumstances of a particular case, the aggregate of all liabilities of Seller, whether based on the present General Terms and Conditions or on Dutch law or any other applicable law, shall be limited to two times the net-invoice price of the Goods supplied, in connection with which the damage was caused.
- Pending a complaint from Buyer concerning the Goods already delivered, Seller shall be entitled to suspend further deliveries until a satisfactory solution has been arrived at, in which case the time of delivery originally quoted shall be extended accordingly.

7. Prices and Payments. Security for payment.

- The price payable for the Goods shall be the one set out on Seller's written acceptance of Buyer's order. However, in the event that after the acceptance by Seller of the order, the cost to Seller of the Goods has increased as a result of an increase of external costs or a modification of rates of exchange or increases in Seller's buying prices, taxes, duties or other levies imposed by public authorities, Seller has the right to increase the prices accordingly.
- Payment of the price shall become due upon the date of delivery of the Goods or upon the date Seller is ready to perform. Unless agreed to the contrary by Seller in writing Buyer shall make all payments within thirty (30) days from the date of the delivery. Buyer shall not be entitled to make any deduction from payments due to Seller on account of any alleged set-off or counterclaim.
- In the event that Buyer fails to make any payment in full when due, all sums currently invoiced to Buyer will immediately become due in full and all amounts due shall bear interest at the rate of the legal interests as per Dutch law plus 2% (two percent) as calculated from the date on which these amounts became due until date of payment in full. By the mere fact of non-performance or late performance Buyer shall be deemed to be in default without any warning or notification of default being required.
- Seller reserves the right to require from Buyer at any time satisfactory security for the due performance of Buyer's obligations or, if no security has been timely provided, to cancel the agreement, without prejudice to any rights which Seller may have against Buyer in respect of breach of contract or otherwise.

8. Retention of Title.

- Until Buyer has performed all its obligations under the agreement with Seller:
- Seller shall retain title in the Good as delivered to Buyer. Buyer hereby undertakes to store the Goods separately and mark them as Seller's property.
 - Buyer has no right of retention with respect to the Goods.
 - In the event of any re-sale by the Buyer of the Goods or of any products manufactured out of the Goods, Seller's entitlement shall attach to the proceeds of sale so that such proceeds or any claim therefore shall be assigned to the Seller and until Buyer has performed all its obligations under the agreement with Seller such assignment shall be held in a separate account by Buyer for the benefit of Seller.
 - Buyer shall insure the Goods against all unusual risks such as fire, theft, damage. Buyer hereby assigns and Seller hereby accepts, for as long as it has not yet fully paid the Goods, its rights against the insurer with respect to the Goods to Seller.

9. Rescission.

If Buyer does not fulfill one or more of its obligations, does not fulfill them on time or adequately, is declared bankrupt, requests (temporary) moratorium, or proceeds with the liquidation of its business, as well as its assets are attached in whole or in part Seller has the right to suspend the implementation of the agreement or to rescind the agreement in whole or in part, without prior notice of default, by written declaration, at its option and always reserving any rights to which it is entitled with respect to compensation for costs, damages and interest. In these cases all of Seller's claims on Buyer are immediately and totally due.

10. Indemnity.

Without prejudice to the specific provision of clause 6f, Buyer shall indemnify and hold Seller harmless against all claims, costs, loss, damages, expenses including lawyers fees or any other matter arising out of or in connection with the performance, supply, installation, processing, use, repair or replacement of the Goods.

11. Force-Majeure.

- Without prejudice to any other condition or exclusion contained in these General Terms and Conditions, Seller shall not be liable in any respect for any default or delay attributable, wholly or partially, to any cause, circumstances or contingency beyond its reasonable control which prevents or impedes manufacture and delivery of the Goods.
Such causes, circumstances and contingencies shall include but not be limited to, war, strike, lock-outs, sit-ins, site or building blockades, industrial disputes, fire, accidents, restraints affecting shipping or credit, non-arrival, delay or interruptions of any other means of transport, floods, storms, short or reduced supply or excessive costs of suitable raw materials, labor, or production difficulty; or any other such causes, circumstances or contingencies affecting Seller as to manufacture and delivery of the Goods.

- Performance shall be deemed to be suspended during and extended for such time as any such circumstances or causes delay its execution. Seller reserves the right during such period to apportion delivery of its available Goods among its various customers at its discretion. Whenever such circumstances or causes cease to exist Seller will make and Buyer will accept performance hereunder.

12. Buyer's bankruptcy.

Notwithstanding clause 9 above, should Buyer default any payment or become subject to insolvency laws or execute an assignment for the benefit of its creditors or enter into voluntary or compulsory liquidation or suffer a receiver to be appointed or offer to make any financial arrangement with its creditors, Seller may at its option recall any undelivered Goods in transit, but Seller shall nevertheless be entitled to claim against Buyer in respect of any loss or damage sustained by reason of the non-completion of the agreement.

13. Disputes and Applicable Law.

These Terms and Conditions and the agreement between Buyer and Seller shall exclusively be governed by and construed in accordance with the laws of The Netherlands and Buyer agrees to submit any dispute to the exclusive jurisdiction of the District Court of Roermond, The Netherlands. When dissolving a dispute Buyer and Seller shall be assumed to be domiciled in The Netherlands and the delivery of the Goods shall be assumed to have taken place in The Netherlands.

14. Non-procedural legal costs.

All procedural and other legal costs of Seller incurred in connection with the collection of any claim on Buyer are for the account of Buyer. The non-procedural legal costs are deemed to amount to at least 15% of the claim amount.