

General terms and conditions of delivery and payment of:**Technotape International B.V****P.O. Box 458****3740 AL BAARN****The Netherlands****Listed in the commercial register in HILVERSUM :****31026196****GENERAL**

In the general terms and conditions outlined below, the following words shall have the following meanings:

user:

the company mentioned in the header of these general terms and conditions, in whose name these term and conditions have been filed;

the other party:

every other party that enters into an agreement with Technotape International B.V. or that requests a quotation from Technotape International B.V. or sends Technotape International B.V. a quotation.

ARTICLE 1: COMPOSITION OF THE GENERAL TERMS AND CONDITIONS

1. The following are deemed to form part of these terms and conditions (and are therefore deemed to have been quoted here literally):
 - The Algemene betalingsvoorwaarden Transport en Logistiek Nederland, filed at the District Court of The Hague under number 69/2002, as these currently read or will read in the future, or have been amended and / or supplemented in part;
 - The Nederlandse Expeditievoorwaarden, as filed by the FENEX at the District Courts of Amsterdam, Arnhem, Breda and Rotterdam, as these currently read or will read in the future, or have been amended and / or supplemented in part.
2. In the case of contrariety between these General Terms and Conditions on the one hand and the Algemene betalingsvoorwaarden Transport en Logistiek Nederland and / or the Nederlandse Expeditievoorwaarden on the other, the text of these General Terms and Conditions will prevail in respect of the part in question.

ARTICLE 2: APPLICABILITY

1. These terms and conditions apply to all offers and to all agreements relating to the performance of work (including transport) and / or to the purchase or sale of goods / services entered into by the user.
2. Any other terms and conditions will only form part of an agreement entered into between the parties if and in as far as both parties have explicitly agreed upon this in writing.
3. If the other party accepts a quotation or order confirmation without comment and / or retains a copy of a quotation or order confirmation referring to these terms and conditions, this shall constitute the other party's agreement with their application.
4. The possible non-applicability of (part of) a condition contained in these general terms and conditions does not prejudice the applicability of the other conditions.

ARTICLE 3: AGREEMENTS

1. Agreements with respect to the acceptance of work (including transport) and / or agreements of purchase and sale and supplements / amendments to these will only become binding after written confirmation by the user.

ARTICLE 4: OFFERS

1. All offers, quotations, price lists, delivery times etc. given by the user are without obligation, unless the work to be performed has been laid down in a full description, possibly accompanied by one or more drawings. The latter description / drawing(s) should have been drawn up at the same time as the former documents and should be attached to them. The description / drawing will then be binding for both parties.
2. All quotations / offers are without obligation, unless they contain a term for acceptance. If a quotation / offer contains an offer without obligation which is accepted by the other party, the user shall have the right to

withdraw the offer within two days after receipt of the acceptance.

3. If the cost of the goods ordered / materials used goes up and / or the government and / or trade unions make changes to salaries, conditions of employment or social provisions between the date that the agreement was entered into and the delivery date, the user shall be entitled to pass on these increases to the other party. Should a new price list be published by the user and / or suppliers and come into effect between the two dates mentioned above, the user shall be entitled to charge the new prices mentioned in it to the other party, or apply the condition laid down in the previous sentence.
4. If the other party is a natural person who is not acting in the practice of a profession or the conduct of a business, contrary to the conditions laid down in paragraph 3 of this article, any price increases may be passed on / charged in the sense referred to above with effect from 3 months after the date the agreement was entered into. In case of shorter-term price increases, the other party shall have the right to dissolve the agreement without any further costs.
5. The user is authorised to engage third parties to perform the work that has been agreed.
6. If the acceptance by the other party deviates from the offer recorded in the quotation / offer, the user is not bound to this. The agreement will not be established with this deviated acceptance, unless otherwise indicated by the user.
7. The user can, without providing the reasons thereto, refuse an order or part of an order or attaching conditions to an order.
8. A collective price quotation will not oblige user to perform or deliver a part of the order against a corresponding part of the offered price.
9. Offered prices do not apply to future orders. Discounts can only be agreed upon in writing.

ARTICLE 5: MODELS / TESTS

1. Product specifications may be modified. The user retains the right to provide goods that differ slightly from the offered goods. User will inform the other party in advance, in writing, if relevant product specifications are changed. The user is permitted to deliver slightly different goods than ordered, as long as the substitute has an equal value as the ordered goods.
2. If a model, a demo or an illustration is shown or given to the other party, then it is presumed that this has only been displayed / provided as an indication, unless the parties explicitly agree beforehand that the representation must be a true copy of the goods to be delivered.
3. The other party is committed to examine carefully the received samples for errors and shortcomings, and to return these within a reasonable time to the user, whether corrected or approved or the other party notifies the user within a reasonable time in writing as to whether the samples correspond to the order, or make any comments regarding the samples known to the user. Approval of the samples by the other party counts as a recognition of the fact that the user has correctly carried out the agreed tasks.

ARTICLE 6: DELIVERY / WORK PERFORMED

1. Any deliveries will take place in accordance with the Incoterms 2000 included in the agreement.
2. Delivery is not free of charge. Delivery periods stated (or periods within which the work has to be completed) can at no time be regarded as terms to be observed on penalty of forfeiture of rights, unless expressly agreed otherwise. In case of overdue deliveries (completion of the work), the user should therefore be put into default in writing within a reasonable time period.
3. If the delivery (work to be performed) is to take place in parts, each delivery / phase is regarded as a separate transaction.
4. If it appears to be impossible to deliver the goods / perform the work as agreed, due to circumstances which can be attributed to the other party either directly or indirectly, the user reserves the right, after he has put the other party into default and the period referred to in this notice of default has lapsed, to store or destroy the goods (materials purchased for the execution of the delivery) at the other party's expense and risk. The above does not affect the other party's obligation to pay the purchase price.
5. Delivery will take place once only to an address

provided by the other party, even when the goods ordered have been designated by the other party for distribution over various addresses. The other party will guarantee good accessibility of the place of delivery / unloading area and is responsible for the unloading.

6. The products will be unloaded and placed next to the vehicle – if possible on the other party's site – at the other party's expense. Waiting times – before unloading can commence - for up to one (1) hour are at the other party's expense. If the waiting period exceeds one (1) hour, any excess costs in respect of the carrier as well as any excess costs resulting from risk coverage will be for the other party's expense.

7. The user is authorised to demand an advance payment or security from the other party in respect of the fulfilment of his financial obligations, before making a delivery and / or starting the work.
8. The other party is obligated to take the goods at the moment that the user delivers these, or have these delivered to him, or at the moment on which these are provided according to the agreement.
9. If the other party refuses delivery or is negligent with providing information or instructions that are necessary for the delivery, the user is entitled to store the objects at the cost and risk of the other party.
10. When the goods of the other party have been made available, or are offered for delivery to the other party, but are not accepted by the other party for whatever reason, delivery will take place by a written statement of user to the other party and all costs, including the cost of transportation and storage, will immediately be charged to the other party's account.
11. If the other party does not accept delivery within two months, the user is entitled, but not obliged, to sell the goods to other customers. All damages that user suffers as a result of this resale, including storage, shipping, transportation, administrative costs, lost revenue and profit, will be charged to the account of the other party.

ARTICLE 7: ENFORCEMENT OF THE AGREEMENT

1. If the deliveries (or work) cannot take place normally or without interruptions due to circumstances beyond the user's control, the user is authorised to charge any additional costs arising from this to the other party.
2. Should it appear that deliveries cannot be made, either as a result of circumstances not known to user, or as a result of force majeure, the user reserves the right to demand that the instructions issued to the user are changed in such a way that it becomes possible for the work to be carried out, except when the same will never be possible as a result of unknown circumstances or force majeure. The user will then be entitled to full compensation of any work already performed by the user or any costs incurred by the user.
3. Any costs incurred by the user at the request of the other party are completely at the latter's expense, unless agreed otherwise in writing.
4. User determines the nature of the implementation of the agreement, unless the parties have not explicitly agreed otherwise in writing.
5. The user is not responsible for damages of any nature if the user was provided with false and/or incomplete information or goods provided by the other party.
6. With the realisation / delivery on the basis of product specifications or drawings, the specification and / or drawing must be attached to the agreement and signed by the two parties for validity.

ARTICLE 8: SUPPLIED OBJECTS / RIGHT OF RETENTION

1. Objects made available by the other party, such as materials, files, data, drawings, pictures and specifications shall be used for the order. The risk of loss by fire, theft, etc. is for the account and risk of the other party.
2. The other party shall make copies and / or shadow-files before the delivery of these objects to user. The other party shall store these objects, in case that these objects are lost during the storage by user, or have been rendered unusable. In this case, the other party shall, at the request of user, provide the objects again free of charge.
3. After the delivery, or the end of the agreement, the other party can repossess the objects that were made available by him earlier. User may retain the objects of the other party, until the other party fulfils all his commitments against user, unless the other party has

given adequate warranty.

4. If originals and / or copies are not collected, the user will keep these for eight weeks after delivery or the end of the contract. After eight weeks the user is authorized to destroy the objects.

ARTICLE 9: TRANSPORT

1. All goods ordered are shipped in a manner to be determined by the user and at the other party's expense and risk, with the exception of those goods which in accordance with the agreed Incoterms 2000 should be shipped at the user's expense and risk.
2. The user is not liable for any damage to goods, of any nature or form whatsoever, related to the transport, with the exception of damage which in accordance with the agreed Incoterms 2000 should be at the user's expense and risk.
3. The other party should ensure that it is properly insured against said risks.
4. Deliveries that have not been accepted will be stored by the user at the other party's expense and risk, this in accordance with the conditions laid down in article 5, paragraph 4., this in accordance with the provisions of these general terms and conditions.
5. If user arranges international transport, then the "Treaty on the agreement for international freight on the road" (CMR) is applicable, unless explicitly deviated from in the agreement or these general terms and conditions.

ARTICLE 10: RISK

1. The risk of loss or damage of sold goods that fall under the agreement, is transferred to the other party at the moment that these goods are legally and / or actually delivered and hence are brought into power of the other party or a third-party determined by the other party or at the time that the objects are ready for delivery and after the other party has been notified in writing

ARTICLE 11: COMPLAINTS / RETURN SHIPMENTS

1. The other party is obliged to check the goods received immediately upon receipt. If any visible defects are detected, these must be noted on the waybill and / or the accompanying consignment note and brought to the user's attention within 24 hours, followed by an immediate confirmation in writing.
2. Any other complaints including those relating to work performed should be reported by the user by registered post within 8 days after receipt.
3. If the above-mentioned complaints have not been reported to the user within the terms referred to above, the goods will be deemed to have been received in good order.
4. Complaints do not suspend the other party's obligation to pay. The user should be allowed to investigate the complaint.
5. If a return shipment appears to be necessary, this will only take place at the user's expense and risk if the latter has explicitly agreed to this beforehand in writing. If the return shipment is related to a complaint as stated above, the return shipment will only take place at the user's expense and risk if he agrees that the complaint is justified. In such cases, return shipments will take place in a manner to be determined by the user.
6. If the nature of goods and / or composition of the goods has been changed, the goods have been fully or partially treated or processed, damaged or stored in different packaging after delivery, any right to complain will be lost.
7. In the case of justified complaints, the damage will be handled in accordance with the conditions laid down in article 9.

ARTICLE 12: LIABILITY

1. In any event, liability rests on the user, then this liability is limited to that which has been treated in this article.
2. If the user is liable for damages, the liability is limited to a maximum of the amount paid by the insurer of the user, with a maximum of the invoice amount, or that part of the invoice on which the liability is applicable.
3. All claims must be reported immediately to the user in writing, with motivation, within 1 month after the date the damage has occurred, with a maximum of 6 months after delivery. If the party defaults, the user will not accept the claim and cannot be held responsible towards the other party.

4. If the other party has received with the delivery an instruction manual, he must follow these instructions on the use and / or maintenance of the goods. The user is never liable for damages caused by the violation of indications or instructions.
5. The following situations can never lead to a claim:
 - Deviations in the colour, number, weight and size of less than 10%
 - The misprints or printer's errors in the catalogue / internet / pricelist / offers
6. The user can never be held liable for damages resulting from given advice. The user always gives advice on the basis of known facts and circumstances, and in agreement, in which the user always takes the intention of the other party purely as a guideline and starting point.
7. The user is not liable for damages to the object, as a result of inadequate storage, transportation, unloading, handling, use or maintenance by the other party or by third parties.
8. The other party must first examine whether the goods are suitable for the purposes for which they were purchased. If afterwards, it becomes clear that the purchase was not suitable for the purpose, the other party cannot hold the user responsible for any resulting damage. The user can never be liable for:
 - Deviations, errors and shortcomings, that remained unnoticed in the tests / objects that were approved or corrected by the other party;
 - Indirect damages, including consequential damage, loss of profit and turnover, ineffective cost savings and damage caused by business stagnation;
 - Wrongful, improper, careless, unprofessional use of the supplied goods, by the other party or third parties.

ARTICLE 13: WARRANTY

1. Parties can only agree a warranty in writing.
2. A warranty granted by a manufacturer on an object applies in equal extent between the parties.
3. An agreed written warranty is limited to:
 - A possible factory warranty;
 - Errors in the manufacture or in the delivered goods and therefore does not include damages as a result of wear and tear, improper and negligent unprofessional use;
 - Repair or alteration of the supplied goods.
4. An agreed guarantee expires:
 - At resale of the supplied goods, unless parties have explicitly agreed otherwise;
 - At amendments, modifications or repair by the other party or a third-party to or of the delivered goods;
 - By incorrect or careless use, storage and repair;
 - By not observing the instructions.
5. A warranty does not apply for objects reduced in price.
6. As long as the other party has not completely fulfilled his obligations resulting from the agreements made by the parties, he is not entitled to a warranty provision towards the user.
7. The other party may appeal to an agreed warranty by submitting the warranty document and the purchase invoice. If a complaint is covered by a warranty, the other party, at the request of the user, shall return the goods in original packaging and in an undamaged condition.
8. The user has the right to charge handling costs up to a maximum of 50% of the amount, for the processing of a warranty claim.

ARTICLE 14: PROTECTION

1. The other party indemnifies the user against claims by third-parties with regard to intellectual property and fees on the materials, writings and goods, provided by the other party, that are used at the implementation of the agreement.
2. The other party indemnifies the user against possible claims by third-parties that suffer damages with regard to the execution of the agreement, which damage the user has excluded or cannot be held responsible.
3. The other party must inform its customers in accordance with the instructions and product information. The other party indemnifies the user against claims by third-parties if the other party defaults on this.

ARTICLE 15: PAYMENT

1. Payment should take place, unless explicitly agreed

otherwise, within 30 days after the date on the invoice, also when it is not possible to deliver in accordance with article 5, by means of a transfer to an account indicated by the user and in a currency indicated by the user.

2. The user is at all times entitled to obtain security by means of delivery "by Letter of Credit".
3. If an invoice has not been fully settled after the period referred to in section 1:
 - a. the other party shall be charged a credit restriction surcharge amounting to 2%, without any notice of default being required.
 - b. the other party shall owe the user default interest amounting to 2% per month to be calculated cumulatively over the principal sum. Parts of a month should be treated as full months.
 - c. after having been reminded to do so by the user, the other party will pay any costs related to taking judicial and extrajudicial debt collection and / or foreclosure measures, including the costs of a bankruptcy petition when he fails to fulfil his payment obligations during the period determined by the user. The other party will owe at least 15% of the sum of the principal sum and the default interest in respect of extrajudicial costs.
4. At the user's discretion the agreement may be fully or partially dissolved under the above-mentioned circumstances or similar circumstances, without any notice of default or judicial intervention being required, and may be combined with a claim for damages.
5. If the other party fails to meet his payment obligations on time, the user is authorised to suspend the fulfilment of his obligations to the other party to deliver goods / perform work until payment has taken place or proper security has been provided for this. The same already applies before the moment of default if the user has reasonable grounds for doubting the creditworthiness of the other party.
6. Any payments made by the other party at all times serve to settle all interest and costs owed and subsequently to settle those invoices that have been outstanding for the longest period of time, even when the other party states that the payment is related to a later invoice.
7. In the event of liquidation, bankruptcy, permission of the other party to the legal debt restructuring, or a request thereto, seizure or suspension of payment of the other party, all dues will be made immediately payable to the user.

ARTICLE 16: OWNERSHIP OF DESIGN

1. Notwithstanding other articles stated in these conditions, the user retains the rights and powers, for which the user is entitled based on the intellectual property law.
2. All documents supplied by user or electronic files such as reports, offers, catalogues, contracts, designs, software, tests, models, sketches, drawings, pictures and sound, photographs, logos, information carriers such as CDs, videos, DVDs, software, etc., remain in possession of the user and are exclusively for use by the other party and cannot be sold, leased, adjusted, edited, copied, duplicated, reproduced or made available to the public or to third-parties, without prior approval of the user, unless the nature of the provided documents dictate otherwise.
3. The other party receives exclusive right to utilise the documents and / or carriers stated in the foregoing, after payment of the agreed price, unless the parties have explicitly agreed otherwise.
4. The other party is not allowed to remove the name / brand / logo of the user on the delivered goods, unless the parties have agreed otherwise.
5. The user retains the right, to use the increased knowledge for the execution of activities for other purposes, as long as no confidential information is given to third-parties.

ARTICLE 17: TECHNICAL REQUIREMENTS / EXPORT

1. If the goods to be delivered in the Netherlands are to be used outside the Netherlands, the user will not be responsible for ensuring that the goods to be delivered meet the technical specifications, standards and / or regulations that are laid down in the laws or regulations of the country in which the goods are to be

- used. This does not apply if the fact that the goods were going to be used abroad was reported at the time when the agreement was entered into and all the necessary information and specifications were produced at that time.
2. All other technical requirements that the other party places on the goods to be delivered and that deviate from the standard requirements, should be explicitly stated by the buyer at the time the agreement is entered into.
 3. The other party ensures that if an import license or authorization is required for the import of objects in the country of destination, such an import license or import certificate has been obtained before shipment, or will be obtained before shipment. If in default the other party will be held responsible for the resulting damages.
 4. The other party is required to provide the necessary documents to the user in time, for the fulfilment of customs and other formalities, which are necessary for the handing of the goods, and to provide the user with all necessary information.

ARTICLE 18: RETENTION OF TITLE

1. The user retains ownership of all of the delivered and still to be delivered goods, irrespective of whether they are paid for, until the date on which the other party has completely fulfilled all obligations to the user. The payment obligations consist of the payment of the purchase price, increased by rendered services and claims relating to damages, indebted interest and judicial and extra judicial costs.
2. The other party is not entitled to pledge, to hire out, nor burden in any other form or provide the goods that fall under the retention of ownership to third-parties, unless the parties have agreed otherwise.
3. The other part hereby already gives the user or a third party to be appointed by him unconditional and irrevocable permission to enter those places in which the user's assets will then be stored and to remove those goods in all cases where the user wishes to invoke a retention of title.
4. The other party is obliged to immediately inform the user of the fact that third parties are exercising rights on goods that are subject to a retention of title by virtue of this article.
5. The goods delivered by the user, which by virtue of paragraph 1 come under the retention of title, may only be sold on within the framework of normal commercial activities and may at no time be used as a means of payment.
6. The other party undertakes to insure the goods held under retention of title and to keep these insured against fire, water damage and damage caused by explosions as well as against theft and to make this insurance policy available for inspection upon first request.
7. The other party is obliged to insure the goods that fall under the retention of ownership for the replacement value, and to provide insight in the policy of this insurance on the first request. Damages paid out by the insurer, or claims towards these, replace the above aforementioned stipulations and belong to the user.

ARTICLE 19: BANKRUPTCY, LOSS OF POWER TO DISPOSE OF ASSETS, ETC.

1. Notwithstanding the stipulations laid down in the other articles of these terms and conditions the agreement entered into between the other party and the user will be dissolved without any legal intervention or notice of default being required the moment the other party is declared bankrupt, admitted to legally authorised debt restructuring, applies for a suspension of payment, or as a result of an attachment, or being placed under tutelage or otherwise loses his power to dispose of assets and / or full legal capacity with respect to his assets or parts of his assets, unless the trustee or administrator recognises the obligations arising from the agreement as a claim against the estate and provides sufficient security for the fulfilment thereof.

ARTICLE 20: BREACH OF CONTRACT / DEFAULT

1. In the event that it is not possible to fulfil that which the user is obliged to do by virtue of the agreement entered into with the other party and this is attributable to non-attributable non-compliance on his side, and / or on the part of third parties / suppliers engaged for the execution of the agreement, the user is entitled to

dissolve the agreement entered into between the parties, or to suspend the fulfilment of his obligations towards the other party for a reasonable term to be determined by him without being obliged to pay any compensation.

- If the above-mentioned situation occurs when the agreement has already been executed in part, the other party is obliged to fulfil his obligations towards the user up until that time.
2. Circumstances of non-attributable non-compliance will among other things include: war, riots, mobilisation, civil commotion at home and abroad, government measures, strikes and lockouts by employees or the threat of these and similar circumstances; disruptions of the exchange rates that existed at the time the agreement was entered into; company disruptions as a result of fire, accident or other incidents; natural phenomena irrespective of whether the non-compliance or overdue compliance takes place at the user's, his suppliers' or third parties who were engaged by him to execute the agreement.
 3. If the other party in any way fails to promptly fulfil his obligations towards the user in any way, in the event of a suspension of payment, application for a suspension of payment, bankruptcy, attachment, cession or liquidation of the other party's business, all that which is owed to the user on account of any contact will become immediately due and payable.

ARTICLE 21: CANCELLATION / DISSOLUTION

1. The other party waives all rights to dissolve the agreement pursuant to Article 6:265 ff. of the Netherlands Civil Code or other statutory provisions unless cancellation by virtue of the paragraph of this article listed below has been agreed.
2. Cancellation by the other party is only possible if the user agrees. The other party will then be obliged, in addition to paying compensation of at least 20% of the purchase sum (contract price), to take delivery of the goods already ordered from the user, which will in that case not have been processed, upon payment of the cost price. The other party is liable for the consequences of the cancellation in relation to third parties and indemnifies the user in this respect.
3. Any amounts already paid by the other party will not be refunded.

ARTICLE 22: TRANSLATION

1. For the explanation of these conditions, only the Dutch-language version is decisive. If a translation deviates in any form, then the Dutch text shall prevail.

ARTICLE 23: DISPUTES / COMPETENT COURT

1. An authorised court situated at the registered office of the user will initially decide all disputes with regard to agreements or contracts between the parties. Nevertheless, the user has also the right to submit the dispute to a different legally authorised court.
2. The Dutch law is applicable on any agreement between the user and the other party. The Vienna Sales Convention is explicitly not applicable.
3. If the other party has his headquarters outside of the Netherlands, or the goods are located outside the Netherlands, the provisions of these conditions fully apply, regardless of whether the rules and regulations abroad deviate in relation to property, seizure and execution.

ARTICLE 24: PLACE WHERE THESE TERMS AND CONDITIONS HAVE BEEN FILED

1. These terms and conditions are listed in the commercial register in HILVERSUM.
2. The latest version filed and / or the version that applied at the time of the reaching the agreement is always applicable.

Baarn, december 2008