

General Terms and conditions Tramp-it B.V. (T), The Hague, Netherlands

1 Applicability of these terms and conditions

- 1.1 These general terms and conditions shall apply to all offers made by Tramp-it B.V. hereafter mentioned 'T' and to all agreements conducted by T with another party.
- 1.2 Any departure from these general terms and conditions shall require an express written agreement. T shall not be bound by the other party's terms and conditions except where they have been expressly accepted by T in writing.

2 Offer and commitment

- 2.1 All offers made by T shall be free of obligations. T may withdraw any offer within 10 working days after acceptance of the offer by the other party.
- 2.2 If the other party places an order without any preceding offer by T, T shall not be bound until T has sent written confirmation of the order within 10 working days, or has begun to carry out the order within 10 working days of receipt of the order.

3 Prices

- 3.1 The prices quoted by T shall be exclusive of V.A.T.
- 3.2 Subject to any written agreement to the contrary, T shall be authorized to charge the price in force at the time of delivery in accordance with the price list in force at that time.
- 3.3 Prices, as mentioned on the offers/price lists are based on the import duties that are valid at that moment. Any legal amendments of this (these) tariff(s) may be calculated in the prices. Prior to delivery of the goods, T will inform in writing.
- 3.4 T shall not be bound by any verbal commitments until T has sent written confirmation.

4 Delivery

- 4.1 Subject to any agreement to the contrary, delivery shall be Ex Works.
- 4.2 The other party shall be obliged to accept the goods purchased either at the time when they are delivered, or at the time when they are considered as having been made available to the other party in accordance with the contract.
- 4.3 If the other party refuses to accept the goods or fails to properly supply information or instructions necessary for the delivery, the goods will be stored at the risk of the other party. The other party shall bear all the costs incurred, in any case including the storage costs.

5 Delivery time

- 5.1 The delivery time stated shall not be the time of the essence, unless the parties expressly agree otherwise.
- 5.2 The delivery times stated shall be based on the working and manufacturing circumstances prevailing at the time when the contract is concluded, as well as on the timely supply of goods ordered by T necessary to perform the contract.
- 5.3 If any delay occurs as a result of changed working and manufacturing circumstances, or because the goods ordered to perform the contract have not been supplied on time, the delivery time stated shall be extended by any such time as may be reasonable considering all circumstances.
- 5.4 If the original delivery time or the extension allowed under the previous paragraph is exceeded, the other party must send T written notice of default and grant T a reasonable time period of 14 working days minimum in which to perform the agreement.
- 5.5 Any delay in delivery shall not entitle the other party to claim damages, regardless of the cause of delay.

6 Partial delivery

- 6.1 T shall be permitted to deliver orders in stages.
- 6.2 If the order is delivered in stages, T shall be authorized to send separate invoices for each partial delivery.

7 Drawings, samples, models, specifications and examples

- 7.1 Any information contained in catalogues, illustrations and drawings, as well as models, samples, stated measurements and/or examples provided or shown by T shall be so shown and provided by way of illustration. The features and properties of the goods delivered may deviate from the stated information, illustration, drawings, models, samples, measurements and/or examples, unless the parties expressly agree otherwise.
- 7.2 Property in the information, models, samples, examples and so on supplied by T shall remain vested in T, even if they have been charged to the other party.

7.3 If, without any (direct) cost calculation, T develops articles for the benefit of a prospective contractual party/principal who has every intention of placing orders for the articles so developed, and no such orders are placed within six months of the development, such other party/principal must pay development costs within the payment term normally used, which term shall commence six months after the development.

8 Intellectual and industrial property rights

- 8.1 The other party shall refrain from infringing the copy rights, design rights, trade and service marks or any other intellectual property rights attaching the goods sold.
- 8.2 Any infringement of these rights shall render the other party liable to pay a maximum penalty of twice the sum invoiced for the relevant product, on the understanding that every infringing product shall constitute one infringement.
- 8.3 This penalty shall not preclude T from asserting any of T's other rights, including T's right to claim damages if the damages incurred exceeds the amount of the penalty, as well as T's right to demand cessation of the infringement.

9 Dissolution and suspension

- 9.1 T shall in any case be authorized to suspend (any further) performance of the agreement or proceed to dissolve the agreement, without prejudice to T's right to claim damages, if:
- an attachment is levied on any of the other parties property, or the other party is granted a moratorium or is declared bankrupt;
 - the other party fails to perform its obligations towards T;
 - T has strong reasons to fear that the other party is or will be unable to perform its obligations under the agreement and, in T's reasonable opinion, fails to provide adequate security for the performance of such obligations.
- 9.2 If any of the events occurs as described in Article 9.1, T shall be authorized to determine that all sums owing from the other party shall be immediately due and payable.
- 9.3 If any unforeseen circumstances occur, for example in relation to persons and/or materials (customarily) used by T in performing the agreement, which effectively render such performance impossible or are so onerous and/or disproportionately costly that T cannot reasonably be expected to perform the agreement, T shall be authorized to dissolve the agreement, without having to pay any damages.
- 9.4 The other party shall not be permitted to assign its right under the agreement to any third party without T's prior written consent.

10 Retention of title

- 10.1 T shall retain title to all goods delivered or to be delivered to the other party until the purchase price of all such goods has been paid in full. If, within the framework of these agreements, T also carries out work for the other party, T's retention of title shall continue to apply until the other party has also fully satisfied those obligations. Likewise, T's retention of title shall extend to any claims which T may have against the other party as a result of the other parties failure as against T to properly perform any of the abovementioned agreements.
- 10.2 So long as title to the delivered goods has not passed to the other party, the other party may not pledge the goods or grant a third party any other right in the goods. However, the other party shall be permitted to sell and physically deliver the goods title to which has been retained to a third party within the concept of its normal business operations. If the goods are sold on credit, the other party shall be obliged to impose upon its customers retention of title clause conform to the one contained to this Article.
- 10.3 The other party shall have an obligation to take due care of the goods delivered subject to retention of title, and preserve them as identifiable property of T. the other party shall also be obliged to insure the goods against fire and water damage and theft, and submit the insurance policies for inspection to T at the latter's first request. Any claims which the other party may have under the insurance policies shall be pledged to T at the latter's first request as additional security for T's claims against the other party.
- 10.4 If the other party fails to properly perform its payment obligations to T, or if T has strong reason to fear that the other party shall fail to satisfy those obligations, T shall be authorized to regain possession of the goods which were delivered subject to retention of title. The other party shall be obliged to fully cooperate if T wishes to retain possession, under forfeiture of a fine of 10% of the sum, due per day, subject to a minimum of EURO 1.000,00 and must pay all costs and damage associated with T regaining possession.
- 10.5 On the subject of agreements with buyer's cooperation on behalf of their members, the members to whom goods are ultimately delivered shall be considered to be the buyer to whom these terms and

conditions shall be fully applicable. If the buyer's cooperative fails to perform the payment obligation, T shall consequently be authorized to demand independent fulfilment from the member(s) concerned irrespective of whether the member(s) has/have performed its/their obligations towards the buyer's cooperative.

11 Packaging

- 11.1 Subject to any agreement to the contrary, the other party must return the pallets supplied by or on behalf of T in good repair, with due observance of T's instructions, within the time stated or if no time is stated at T's first request.
- 11.2 If the pallets are not returned within the time stated and/or are not returned in good repair and/or are not returned cleaned, all ensuing costs shall be invoiced, including the costs of replacing, repairing and/or cleaning the pallets.

12 Defects, filling of complaints and service

- 12.1 Upon or as soon as possible after the delivery, the other party must inspect the goods, or have them inspected. Among other things the other party shall have to check:
- whether the delivered goods are in conformity with the agreement i.e.:
 - whether the right goods have been delivered;
 - whether the number of goods delivered corresponds with the agreed upon quantity;
 - whether the good delivered meet the agreed upon quality standard or if no such standard is agreed whether they meet the requirements which may be set for normal use and/or trading purposes.
- 12.2 The other party must send T written notification of any visible defects or shortcomings within three (3) working days of the delivery.
- 12.3 The other party must send T written notification of any hidden defects within seven (7) working days of their discovery, but in any case within one month of delivery.
- 12.4 The timely filing of a complaint shall not release the other party from its obligations to pay and accept the orders placed.
- 12.5 If the complaint is founded, the other party shall be entitled to the defective goods being repaired without charge. T may choose to replace the good or refund the purchase price should repair meet with difficulties. Without prejudice to the previous sentence, the other party shall be entitled to a defective good being replaced only if it cannot be repaired.
- 12.6 Goods may not be returned without T's prior written consent.

13 Payment

- 13.1 Subject to any agreement to the contrary, payment must be made within 30 days of the invoice date by transferring the sum due to (one of) the account number(s) stated in the invoice. Once 45 days have elapsed since the invoice date, the other party shall be in default and shall be liable to pay interest on the sum due at the statutory rate plus 2%
- 13.2 If the other party is liquidated, declared bankrupt or granted a moratorium, its obligations shall become immediately due and payable.
- 13.3 Payment must be made without applying any discount or set-off..
- 13.4 The payments made by the other party shall be deemed first to satisfy all due interest and costs and, subsequently, the longest outstanding invoices, even if the other party states that the payment applies to a later invoice.

14 Security

- 14.1 Before making any deliveries, T shall be authorized to request that the other party provides security for the performance of its payment obligations.

15 Collection costs

- 15.1 If the other party is in default or otherwise fails to perform any of its obligations, all costs reasonably incurred to collect the sums due out of court shall be reimbursed by the other party. The other party shall in any case be liable to pay:
- 15% on the first EURO 50.000
 - 10% on any sum over EURO 50.000 and under EURO 75.000
 - 8% on any sum over EURO 75.000 and under EURO 100.000
 - 5% on any sum over EURO 100.000 and under EURO 150.000
 - 3% on any sum over EURO 150.000
- 15.2 If T proves that T has incurred higher costs, which must have been reasonably necessary, these costs shall also qualify for reimbursement.

16 Legal costs

16.1 The other party shall be under a duty to reimburse T for all costs reasonably incurred in connection with legal proceedings where judgement is fully or substantially awarded against the other party. These costs shall in any case include the fees of outside experts, bailiffs and lawyers, even if these costs exceed the amount awarded by the court.

17 Liability

- 17.1 T shall not accept liability for any damage and/or loss caused by T's failure to properly perform T's obligations, if such failure is attributable to T, or for any damage and/of losses ensuing from any wrongful act.
- 17.2 If any good delivered by T is not in conformity with the agreements and the other party has timely filled a complaint in accordance with Article 12 of these General Terms and Conditions, the other party shall nevertheless only be entitled to replacement or repair of the good. Instead of repairing of rep[acing the goods, T may decide to refund the purchase price.
- 17.3 Liability for any consequential damages, including loss of profit and damage and/or losses caused by any interruption and/or delayed delivery, shall be expressly excluded.
- 17.4 In any case T's liability will be limited up to once the total amount of the invoice excluded VAT, with a maximum of € 30.000,00.
- 17.5 The limitation of T liability as set out in the previous paragraphs shall not apply if the damage and/or loss is the result of any intentional act or omission or gross negligence on T's part or on the part of any of T's executive employees.
- 17.6 T shall in no event accept any liability for any improper performance which cannot be attributed to the company (force majeure).
- 17.7 Entitled to damages and/or repair of the goods and/or replacement of the goods and/or supply of any missing components shall lapse if (a) no timely complaint is made or (b) one month after the delivery, except where an different time period had been agreed in writing.

18 Force majeure

- 18.1 Force majeure shall mean any circumstance preventing the performance of an obligation which cannot be attributed to T. force majeure shall (in so far as these circumstances render performance impossible or unreasonably difficult) in any case include:
- fire at the premises of T or any of T's suppliers;
 - strikes at companies other than T, outlaw strikes or political strikes at T's business;
 - a general shortage of necessary raw materials or any other goods or services needed to perform the agreed obligations;
 - unforeseeable stagnation of the business or any supplier or other third party on whom T is dependent, and general transport problems.
- 18.2 T shall have the right to invoice force majeure if the circumstances preventing (further) performance arises after T should have performed in obligation.
- 18.3 During the occurrence of force majeure, T's delivery and other obligations shall be suspended. If the period during which T is prevented from performing T's obligations because of force majeure continues for more than three months, either party shall have the right to dissolve the agreement, without being required to pay any damages.
- 18.4 If, when the situation of force majeure arises, T has already satisfied part of its obligations, or is able to satisfy only part of its obligations, T shall be entitled to separate invoice the goods which T has already delivered or which are going to be delivered. The other party shall be obliged to pay this invoice as if it concerned a separate contract, except where the goods so delivered or to be delivered have no separate value.

19 Settlement of disputes

- 19.1 Any disputes arising between T and the other party can be submitted to the District Court of The Hague, Holland.
- 19.2 Notwithstanding Article 19.1 T shall have the right to summon the other party to appear before any other Court of Law which is conferred competent authority by statute law or under an applicable international treaty.

20 Governing law

- 20.1 Every agreement conducted between T and the other party shall be governed by the laws of the Netherlands, or , in some occasions by the law of the client's country.

These terms and conditions are registered with the Chamber of Commerce at The Hague, Holland. February 2010