

Versie d.d. 30 augustus 2004

## Ciparo B.V. standard terms and conditions of purchase

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### Article 1. General

#### 1.1 Definitions:

- Ciparo: the limited liability company in accordance with Dutch law Ciparo B.V. at Rotterdam in its capacity as purchaser of goods and services from suppliers.
- The supplier: the natural person or legal entity existing under private or public law in its capacity of seller and supplier of goods and services to Ciparo.
- The contract: the contract of purchase of goods and services between Ciparo as the purchaser and the supplier as the seller.
- Standard terms and conditions: the present general terms and conditions of purchase of goods and services set forth below and forming part of the contract of purchase between Ciparo as the purchaser and the supplier as the seller.

1.2 These standard terms and conditions shall apply to any and all contracts of purchase of goods and services between the supplier as the seller and Ciparo as the purchaser, and to all contracts, legal relationships and legal acts between the said parties that precede them or arise under them, with the exclusion of any general terms of sale and delivery used by the supplier.

### Article 2. Inquiries/orders, quotations/offers and contracts

2.1 Inquiries/orders submitted to the supplier by Ciparo shall always be non-binding. Quotations/offers submitted by the supplier to Ciparo – whether or not on the basis of inquiries/orders submitted by Ciparo – must be based on data and particulars provided by Ciparo and they shall remain valid for a period of sixty days.

2.2 The contract between the supplier and Ciparo shall be concluded by means of Ciparo's written confirmation to the supplier – whether or not on the basis of inquiries/orders submitted by Ciparo – of the supplier's quotations/offers.

2.3 The things set forth in the aforesaid written confirmation by Ciparo to the supplier shall determine the contents of the contract.  
Any amendments of the contract shall be binding only after Ciparo's written confirmation to the supplier.

Article 3. Prices of purchase and delivery

- 3.1 Any and all prices of purchase of goods and services under the contract shall be with the reservation of price changes due to circumstances set forth in Article 3.2 below.
- 3.2 Whenever changes occur in one or more cost price factors of the goods and services to be delivered and/or national or international market prices of the goods and services after the conclusion of the contract, Ciparo shall have the right to adjust the price of purchase and delivery accordingly.  
Ciparo may exercise the right referred to before up to and including the resale and delivery of the goods by Ciparo to its customer.  
Ciparo shall notify the supplier of said price change in writing.
- 3.3 Whenever the price change referred to in Article 3.2 amounts to a price reduction by more than fifteen percent of the original purchase price, the supplier shall have the right to cancel the contract by means of a registered letter to Ciparo within seven days after Ciparo's written notification to the supplier as referred to in Article 3.2 above. If the supplier should fail to send such notification, he is deemed to have accepted the price change.
- 3.4 The prices of purchase of goods and services are exclusive of VAT – unless explicitly determined otherwise.
- 3.5 The prices of purchase and of goods and services shall be expressed in the agreed currency. The parity (Ex Works, FAS, FOB, CIF, C&F etc. according to Incoterms latest version) subject to which the delivery is made against the said price shall be stated.
- 3.6 The supplier shall deliver the agreed goods and services according with the contract, in conformity with the specifications at the agreed place and time, failing which the supplier shall be in default vis-à-vis Ciparo without any notice of default being required.
- 3.7 Delivery will be deemed to have taken place only after a general check and inspection of the goods or services by or on behalf of Ciparo at the agreed place of delivery. The general check and inspection referred to hereinbefore only relate to the quantity/weight, time and manner of delivery. Where the goods to be delivered fail to comply, in Ciparo's opinion, with the contract as far as quantity/weight, time and manner of delivery are concerned, Ciparo shall have the right to reject the goods forthwith.  
If Ciparo and/or the inspection authority designated for such purpose by the authorities should not proceed to immediate testing as regards contents and inspection relating to properties and quality as referred to in Article 7 below, Ciparo explicitly reserves the right to reject the goods on the grounds set forth in said Article.

- 3.8 The inspection as regards content (properties and quality) is done on the basis of generally applicable standards and directives, whether or not set by the authorities, and it may be effected either in the country of export or in the country of import/final destination, irrespective of the fact whether Ciparo has meanwhile stored, shipped or transported the goods or delivered them to its customer.
- 3.9 Where the goods are rejected by or on behalf of Ciparo and/or the inspection authority designated for such purpose by the authorities:
- a. delivery shall be deemed not to have taken place;
  - b. the goods shall be/come again at the expense and risk of the supplier who shall then be obliged to take back the goods;
  - c. Ciparo shall have the right, on behalf and in consultation with the supplier, to dispose of the goods;
  - d. The supplier must forthwith pay back to Ciparo any payment already made to the supplier with respect to the purchase price.
- In the instances referred to before the supplier shall be liable vis-à-vis Ciparo for any and all costs incurred and damage suffered by Ciparo and the supplier shall fully compensate Ciparo for such costs/damage at the latter's first demand – at Ciparo's option whether or not by means of a set-off –, all this without prejudicing any other right Ciparo may have vis-à-vis the supplier.
- 3.10 Only in the event that the goods have been rejected by or on behalf of Ciparo and the supplier cannot agree to such rejection, the supplier shall have the options set forth in Article 8.3, and this without prejudicing the things set forth in Article 3.9 above.
- 3.11 In the event of disputes between Ciparo and the supplier regarding the quantity/weight of the goods supplied, the weighing data of the weighbridge at the place of delivery by Ciparo to its customer shall be decisive.
- 3.12 Ciparo shall not be liable vis-à-vis the supplier for damage and costs suffered or incurred by the supplier due to Ciparo's attributable failure to perform the contract.

Article 4. Invoicing and payment

- 4.1 The supplier shall invoice the goods to Ciparo in a clear manner whilst providing a copy of the weight-slips of the goods.
- 4.2 In principle, Ciparo shall pay the supplier's invoices within sixty days after receipt of the invoice.
- 4.3 Ciparo need not pay the supplier under any circumstance if the agreed goods and services have not been delivered according with the contract, in

conformity with the specifications, at the agreed place and time or if the goods have been rejected upon or after delivery.

Article 5. Force majeure/change of circumstances

- 5.1 Ciparo's failure to perform the contract cannot be attributed to Ciparo if and to the extent that such failure cannot reasonably be attributed to Ciparo's fault, or should be at Ciparo's expense under the law, the contents of the contract or according to generally acceptable standards. In such case Ciparo shall not be obliged to pay the supplier any compensation or damages, provided Ciparo notified the supplier in writing and in due time of the failure and the cause thereof.
- 5.2 In case of force majeure/change of circumstances on the side of Ciparo as referred to before, Ciparo shall be entitled to delay delivery – at its option but in mutual consultation with the supplier – with a reasonable period or to amend the contract in any other manner or, if the delay of delivery or the amendment of the contract should otherwise appear to be impossible, to dissolve the contract upon the terms to be further established by Ciparo.

Ciparo's inability to resell the goods to its customer or to resell the goods to its customer in the same manner, and Ciparo's inability to pass on the additional costs on account of the so-called war risk is explicitly included in circumstances of force majeure/change of circumstances on the part of Ciparo.

Article 6. Dissolution/rescission

- 6.1 Without prejudicing any of Ciparo's further rights, Ciparo has the right to terminate the contract without intervention of the court or notice of default being required, if the supplier fails to fulfil its obligations by virtue of the contract, the supplier has filed a petition for the suspension of payments or suspension of payments has been granted to it, the supplier has been adjudicated bankrupt or a petition for such bankruptcy has been filed or an attachment has been laid on the goods or any part thereof that belong/are intended for the supplier. In such case Ciparo shall not be obliged to pay the supplier any compensation or damages.
- 6.2 Ciparo may invoke the termination of the contract referred to before vis-à-vis the supplier by means of a written notice.

Article 7. Properties and quality of the goods to be delivered

- 7.1 The goods to be delivered shall, as far as properties and quality are concerned, comply with the contract. The goods delivered shall at any rate not comply with the contract as far as properties and quality are concerned if:
- a. They should deviate, as far as composition, quality, reliability, effectiveness, finishing, properties, quantity or manner of delivery are concerned – from the things agreed between the parties or considered customary for the relevant goods to be delivered;
  - b. They fail to comply with the relevant standards and directives, whether or not set by the authorities;
  - c. They are rejected on the grounds set forth under the letters (a) and (b) by government authorities that are competent to effect such rejection.
- 7.2 With respect to the delivery of paper, waste paper, plastic, waste plastic and kindred products any costs to be incurred or loss to be sustained by Ciparo on account of the humidity level and the removal of any foreign elements from the product shall be payable by the supplier, which costs/loss must be compensated by the supplier to Ciparo at the latter's first demand – at Ciparo's option whether or not by means of set-off.

Article 8. Complaint/rejection procedure

- 8.1 Ciparo shall notify the supplier in writing (by telefax or e-mail) of any complaint of the supplier's performance of the contract or any rejection of goods

delivered to Ciparo by the supplier in due time after Ciparo became cognisant of the complaint/rejection.

- 8.2 After the supplier has received a complaint or a rejection from Ciparo as referred to before in Article 8.1, the supplier and Ciparo shall enter into consultation with each other in order to reach a solution.
  
- 8.3 Where the supplier should disagree with a rejection by Ciparo from the goods delivered as referred hereinbefore in Article 3.10, the supplier shall have the right, within five working days after receipt of Ciparo's notification of the rejection, to submit such rejection to an independent and skilled expert to be appointed by the supplier for such purpose. The said expert shall be appointed by the supplier with Ciparo's explicit approval of such expert obtained in advance. In such case the expert shall then review the inspection or rejection and give his binding opinion on the matter.  
When giving his binding opinion the expert shall also express which parties will have to bear the costs of the expert, whereby the principle shall be cost allocation on the basis of having been put in the wrong.

Article 9. Liability and indemnification

The supplier shall be liable vis-à-vis Ciparo for all damage and costs suffered or incurred by Ciparo due to all claims for damage lodged by third parties against Ciparo on account of or arising under the supplier's attributable or non-attributable failure in the performance of the contract. In the instances referred to before, the supplier shall at Ciparo's first demand compensate the damage suffered or costs incurred by Ciparo – whether or not by means of set-off – and/or fully indemnify Ciparo for such claims by third parties.

Article 10. Disputes and applicable law

- 10.1 Any and all disputes that may arise between Ciparo and the supplier on account of the contract or contracts, legal relationships and legal transaction relationships between the said parties that precede them or arise under them and cannot be settled amicably, may exclusively be submitted by either party to the Court of Rotterdam (the Netherlands), on the understanding that Ciparo – in the alternative – shall be authorised at its option to submit such dispute to the competent court within the jurisdiction/country within which the supplier is established.
  
- 10.2 The law of the Netherlands shall exclusively govern all contracts and legal relationships between Ciparo and the supplier.  
The provisions set forth in the Convention on the International Sale of Goods shall not apply.

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*“All our inquiries/orders, purchases and deliveries shall be governed by our standard terms and conditions of purchase (filed with the Chamber of Commerce and Industry at Rotterdam under number \*\*\*\*), which have been accepted by the seller/supplier. These standard terms and conditions of purchase have been stated in the annex and placed on our website ([www.ciparo.nl](http://www.ciparo.nl)).”*

*“All our inquiries/orders, purchases and deliveries shall be governed by our standard terms and conditions of purchase (filed with the Chamber of Commerce and Industry at Rotterdam under number \*\*\*\*), which have been accepted by the seller/supplier. These standard terms and conditions of purchase have been submitted to you and they have also been placed on our website ([www.ciparo.nl](http://www.ciparo.nl)).”*

*“With respect to your letter/telex/e-mail d.d. \*\*\*\*\* referring our inquiry/order d.d. \*\*\*\*\* regarding \*\*\*\*\*, we herewith explicitly reject the appliance of your terms of sale and delivery. Our regarding inquiry/order, purchase and delivery shall only be governed by our standard terms and conditions of purchase with the exclusion of your terms of sale and delivery. Our standard terms and conditions of purchase have been submitted to you before and are placed on our website ([www.ciparo.nl](http://www.ciparo.nl)).”*