

GENERAL CONDITIONS FOR SUPPLY OF FIRST LIGHT BV OFFICE IN 'S-Hertogenbosch

Filed with the Chamber of Commerce and Industry for East Brabant, on 11 October 2001. Copies of these conditions are available free of charge at our office, Veemarktkade 8 (6123) 's-Hertogenbosch where they are available for inspection.

1 . Relevance

These general conditions are applicable to all our contracts and agreements of purchase and sale, unless made in writing by us in full or partial exemption thereto is agreed, the derogation applies only to the particular contract listed by us (and). In case of partial exemption, these general conditions for the remaining full force.

2. Offers and quotations

All offers are without obligation unless a deadline for acceptance. If an offer contains an offer without obligation and this is accepted, we are entitled to the offer within four working days after receipt of acceptance.

3. Documentation material

All our price lists and documentation and contained therein or elsewhere of our prices, delivery times, weights, sizes, colors and other information about us by selling goods and all illustrations, drawings and descriptions of those goods are free and are only an approximation.

4. Orders, promises and agreements

Orders, promises and agreements specified to, done or made by our employees do not bind us until and unless they are confirmed in writing by us.

5. Acceptance by invoicing

Any prior to the actual written confirmation sent us an invoice as confirmation of the order, provided that in that invoice has been charged, such invoicing of a portion of an order does not imply confirmation of the remaining portion of that order.

6. Prices

The prices quoted by us in the sense binding, that they are based on the force at that date factory prices, exchange rates of foreign currencies, import duties and equivalent taxes, insurance rates, freight, taxes, margin arrangements and other similar factors. If one or more of these factors change before the delivery has taken place, we are entitled to the prices in an equitable manner, at our discretion, to adjust. Unless stated otherwise, our prices are per item and exclude VAT and other sales and delivery to the government charges listed.

7. Discounts

No other discounts are permitted than those we have mentioned on the invoice. Previously we have discounts for subsequent agreements do not bind us.

8. Delivery times

We aim to delivery times more accurately to give up but we reserve the right thereof without prior notice to the contrary. Exceeding the delivery time, the buyer is not entitled on that account the dissolution of the contract and / or damages incurred.

9. Delivery

All deliveries within the Netherlands made on the condition: 'freight free shipping address'. For orders below by us every time to be determined invoice amount (excluding VAT) We reserve the right however, the freight cost to charge and will we have a small order surcharge calculated according to the time of performing the contract on our current surcharge rate. The risk of the goods delivered by us is about our customer with the actual delivery of goods at the delivery address specified by us. Our prices are based on this facility.

10. Not decrease

In case of non-acceptance by the buyer, we have to our obligation to deliver when we purchaser by registered letter, stating that the goods at his disposal, and the buyer 7 days after the dispatch of our registered letter fails the goods are subsequently to accept. In that case we may, entirely at our discretion, the goods account and risk of the purchaser (do) store and full payment claim both the purchase price and the storage costs or the purchase contract without further notice or judicial intervention as dissolved consider and seek compensation for all damage suffered by us including lost profits. We are entitled to waiting for delivery of goods which are not due to our fault causes, including in any case force majeure as defined in Article 11, not the destination can be transported, the cost and risk of the buyer (do) store and full payment to claim both the purchase price and the storage costs.

11. Force Majeure

If we temporary or permanent force majeure wholly or partially prevented the Agreement is implemented, we terminate the agreement without judicial intervention as a whole or partially dissolved, provided that we are within a reasonable

time after the force majeure situation, the purchaser thereof in writing. The buyer in this case has no right to compensation. Force majeure will be considered whether or unforeseeable circumstances beyond our control are located including the fulfillment of the agreement can be temporary or permanent non of us can be expected, such as but not limited to: failure to perform, especially late or non-delivery by suppliers and / or carriers, strikes, occupation, boycotts, theft, damage or loss during transport, extraordinary weather conditions or fire

12. Retention of title

We reserve the right on of our goods to the buyer until the buyer all of our claims, for whatever reason, are met. We are entitled to if the buyer with the fulfillment of the payment is in default or in financial difficulties, the subject property delivered to the buyer still present to take back goods. Upon return of said goods, the buyer will be credited for the market value (which in no case can exceed the original purchase price, less the costs falling on the reversal). The buyer is obliged, where appropriate, the bailiff seized laying and the trustee in bankruptcy, our ownership of these things immediately to notify. The purchaser is permitted to the reserved goods falling under the conduct of its business to third parties to sell and actually deliver. For credit sales, the buyer is obliged by his customers a retention of title on a basis of the provisions of this article.

13. Security statement

The buyer is obliged at all times to our first request to us by means of personal and / or to provide collateral to cover its then existing and / or future obligations to us. We are always entitled to delivery to the purchaser to defer until he has provided security required by us, without prejudice to our right the agreement (s), if not yet performed, as dissolved under the under 19 . certain.

14. Guaranty

We guarantee the proper functioning of the goods supplied by us only to the extent that our suppliers provide to us, and as given to us on warranty-related provisions. Further guarantees can only down upon us where and insofar as it proves to us a written statement issued

15. Liability

We are not liable for any damages of any nature whatsoever except those resulting from statutory regulations. Arising out of or in connection with the agreement arise which we can be held legally liable shall, insofar as mandatory provisions do not require otherwise, the following to the buyer.

1. Damage, if consisting of lost profits, reduced revenue and all other indirect or consequential damages, such as business interruption by Buyer or any third party due to damages or penalty, is in no way recoverable.
2. Without prejudice to any other damage than A is intended that provision to be reimbursed up to the amount for which our insurer reimburses damage. In any event, our liability is the amount of 100% of the net invoice amount minus VAT, any other government charges, costs of transport and insurance - will never exceed.
3. The compensation referred to under B includes all claims in aggregate arising from the relevant agreement.
4. Without prejudice to this item is only eligible damage compensation within six months after the risk in relation to the goods has passed to the buyer and otherwise within that period no later than the 7th day after delivery has been reported to us.
5. The buyer shall indemnify us against claims for whatever reason from third parties, including employees of the buyer or his purchaser, who claim to have suffered damages by a matter that we or because the buyer have been delivered, provided that the total claims the above limits. This subject and if the buyer proves that we are under the agreement or these general conditions in relation to the purchaser liable for the damage and the buyer must pay.

16. Reclamations

If within 8 days after delivery no complaints about the goods be submitted to us, they shall be considered approved and accepted. Claims suspend the payment of the buyer not. We only take goods back if this has been committed prior consultation with us and we have given written permission to return.

17. Packaging

The packaging is - as it is charged - charged at cost and, if delivered in good condition and fully complete, the amount charged reversed. Special packaging, such as for export packaging, we are not reversed. Incomplete or damaged packaging at an amount determined by us taken back.

18. Payment

Unless otherwise specified by us, payment of our invoices to take place within 14 days after the invoice date, and without any setoff or application of any discount other than by us on the invoice. We reserve the right at all times to demand immediate payment.

If the buyer fails to pay within the period of 14 days, then the buyer is legally in default. Buyer shall owe an interest of 1% per month, unless the statutory interest rate is higher in which case the legal interest. The interest on the amount due will be calculated from the time the buyer is in default until the moment of payment of the full amount.

If and when we then claim against the buyer for collection from hands, the buyer also owe us the amount of all debt collection costs, both judicial and extrajudicial.

19. Death, dissolution, bankruptcy, etc. of the buyer

If and when the buyer

- does not strictly pay on or before the agreed maturity
- dies (in case of a natural person)
- is terminated (in case of an entity)
- discontinues his business or relocated abroad
- in a state of bankruptcy
- (provisional) moratorium
- a negotiated debt settlement to his creditors
- some of us entered the agreement (s) obligation not or not adequately fulfill
- As soon as buyers of goods by third parties in whole or in part, be seized, is not all he owes us suddenly and immediately payable, without any notice is required, and we are entitled without any law-ment between the agreement (s) , if still implemented as dissolved, unless we were to fulfill their desire, without prejudice to right to compensation.

20. Applicable law and competent court

Disputes, which unfortunately might arise between customers and us, will at our discretion be settled by the competent court in 's-Hertogenbosch or the competent court of the place where the customer is domiciled, unless of course the overriding right of the law.