

GENERAL TERMS AND CONDITIONS OF PURCHASE OF LICA B.V. Filed at the Chamber of Commerce in The Netherlands

ARTICLE 1. DEFINITIONS

In the present general terms and conditions and the Agreements governed by such general terms and conditions, the following terms shall have the following meaning:

Agreement: the agreement between LICA B.V. and the Supplier. Representative: all natural persons / legal entities engaged by LICA B.V. to fulfil an Agreement.

LICA B.V.: the private limited liability company under Dutch law LICA B.V. having its registered office in Rotterdam and/or subsidiary companies of LICA B.V. and/or companies/legal entities LICA B.V. has a participating interest in (joint ventures).

Supplier: the natural person / legal entity who supplies goods or services in LICA B.V.

ARTICLE 2. APPLICABILITY

2.1 By filing these general terms and conditions at the Court Registry of the District Court of Rotterdam, all preceding purchase terms and conditions of LICA B.V. shall lapse.

2.2 These general terms and conditions are applicable to and form part of all (future) legal relationships between LICA B.V. and the Supplier, and are applicable to all pre-contractual situations between LICA B.V. and the Supplier, including but not limited to negotiations and quotations, even if these do not lead to the conclusion of an Agreement.

2.3 Deviating terms and conditions exclusively apply insofar as these have been explicitly accepted in writing by LICA B.V., and shall only apply to the Agreement(s) concerned.

2.4 Any arrangements with staff or Representatives of LICA B.V. shall not be binding upon LICA B.V., unless confirmed in writing by LICA B.V..

2.5 The applicability of general terms and conditions of the Supplier is explicitly precluded.

2.6 Changes of and additions on any provision in the Agreement shall only be valid if laid down in writing and signed by both parties.

2.7 The Agreement, including but not limited to all governing terms and conditions, expresses the full contents of the rights and obligations of the parties and shall replace all preceding written and verbal arrangements, statements and/or comments of the parties.

2.8 If any provision of these general terms and conditions is not valid, regardless of the grounds, the other terms and conditions shall remain in force, and the parties shall negotiate on the contents of a new provision, which provision shall approximate the contents of the original provision as much as possible.

2.9 In the event of any difference between the filed text of these terms and conditions on the one hand and texts that are printed, translated and/or circulated otherwise, the filed text shall exclusively apply.

ARTICLE 3. CONCLUSION OF THE AGREEMENT AND TERMINATION

3.1 The Agreement shall only be concluded by LICA B.V. written acceptance or confirmation of an agreement or offer from the Supplier or by the Suppliers' factual (start with the) supply of the goods / services in accordance with the request of application of LICA B.V.

3.2 Offers are free of charge for LICA B.V..

3.3 Offers from the Supplier are binding for the Supplier.

3.4 Offers must be definite, detailed and complete and must contain everything which is required for the full supply of the goods or services offered.

3.5 The Supplier is obliged to acquire all permissions, certificates and/or licences that are required for the execution of the agreement, in time and on behalf of the Supplier.

3.6 The Supplier indemnifies LICA B.V. for any costs or damage resulting from non-fulfilment of the obligation(s) mentioned in paragraph 3.5.

3.7 Should the Supplier wish to implement changes relating to the size or scope of the Agreement, such changes should be discussed with LICA B.V. in advance and the implementation of such changes will only be allowed if they have been confirmed in writing by LICA B.V..

3.8 Unilateral termination of the Agreement by the Supplier shall be null and void, unless LICA B.V. agrees to such termination in writing.

3.9 Notwithstanding LICA B.V.'s other rights under the Agreement, LICA B.V. may terminate the Agreement or reduce the (amount of) goods for any reason and at any time by notifying the Supplier in writing.

3.10 LICA B.V. is entitled to dissolve the Agreement immediately in whole or in part (out of court):

- a. in the event of non-fulfilment or fulfilment by the Supplier that is not in time, not properly or not complete of one or more of its commitments towards LICA B.V., or if LICA B.V. has valid grounds to fear that the Supplier shall not, not in time, not properly or not completely fulfil the Agreement;
- b. in the event of bankruptcy, administrative receivership or placement of the Supplier under legal restraint;
- c. in the event of proof otherwise of (a valid ground for) inadequate cash flow on the part of the Supplier;
- d. in the event of a decision to and/or proceeding to liquidation of the Supplier or to terminate the business activities of the Supplier or to sell the business activities of the Supplier or if the nature of the business activities of the Supplier changes fundamentally in the opinion of LICA B.V.
- e. if a seizure is made on the capital of the Supplier in whole or in part, and if such seizure is not lifted within fourteen days; In all of these cases, LICA B.V. shall be released from its unfulfilled commitments, it being understood that LICA B.V. shall be compensated by the Supplier for any suffered loss, loss of profit and/or other damage, this without prejudice to other rights of LICA B.V., such as the right to suspend its own commitments.

3.11 LICA B.V. is not held to payment of any damages towards the Supplier in the event of termination of the Agreement in accordance with the provisions of this article.

ARTICLE 4. CONFIDENTIALITY / NON-DISCLOSURE

4.1 The Supplier shall maintain confidentiality towards third parties in the broadest sense of the word concerning any business information relating to LICA B.V. or regarding LICA B.V., which has been brought or come to the knowledge of the Supplier by LICA B.V. and/or within the framework of the offer or the Agreement.

4.2 The Supplier shall not provide Customers of LICA B.V. with any information regarding prices and/or conditions in relation to the goods or services of the Agreement between LICA B.V. and the Supplier or in relation to goods and/or services LICA B.V. and the Supplier are negotiating about.

4.3 The Supplier shall not enter into an Agreement with or make an offer to a Customer of LICA B.V. within 1 year after the Agreement between LICA B.V. and the Supplier concerning the goods or services provided by LICA B.V. to that Customer is completely settled.

4.4 The Supplier shall impose the same confidentiality duty upon persons appointed by him and upon his execution Representatives/employees.

ARTICLE 5. PUBLICITY

Except for prior written consent of LICA B.V., the Supplier may not use the name “LICA B.V.” or the name of the Customer of LICA B.V. neither in his publicity and advertisement publications, nor in any other way.

ARTICLE 6. PRICES AND PAYMENT

6.1 Prices shall be expressed in Euro, unless clearly stated otherwise on the offer.

6.2 All quoted prices are exclusive of taxes (such as turnover tax/V A T) and exclusive of all further duties, levies, rights or charges, if applicable. A payment made by LICA B.V. shall serve only for the invoice that is referred to by LICA B.V. (payment reference), unless agreed otherwise in writing.

6.3 All payments are due 60 days from the invoice date. Delay interest because of late payment may only be charged after LICA B.V. has been formally notified by the Supplier.

6.4 In case interest are owed by LICA B.V., the lower of the following interest rates shall apply: either the 3-month interbank rate (BIBOR or euro interest rate applying on the date of the formal notice), or the legal interest rate applying on the date of the formal notice. The same rates shall apply if judicial interests are awarded.

6.5 If advanced payment is agreed, LICA B.V. is entitled to demand proper security from the Supplier for its compliance to the Agreement.

6.6 All invoices of the Supplier shall contain the information required by the turnover tax legislation of the country LICA B.V. is established, or of the country LICA B.V. has pointed out, failing which entitles LICA B.V. to postpone payment until this failure is cured.

ARTICLE 7. DELIVERY, DELIVERY TIMES, DEADLINES

7.1 LICA B.V. determines the delivery term of the goods.

7.2 Unless explicitly agreed otherwise, the goods shall be delivered by LICA B.V. “Delivery at Place” (DAP , edition of the Incoterms which is most recently issued by the International Chamber of Commerce at the time of conclusion of the agreement) at the location pointed out by LICA B.V.. The transfer of risk to LICA B.V. takes place at the moment of delivery.

7.3 The goods shall be delivered to LICA B.V. on the date stated in the Agreement, along with all required documents / certificates. If no date is stated in the Agreement, the goods shall be delivered within 14 days from the date the Agreement was concluded.

7.4 Supplier is allowed to deliver the goods at an earlier date than the agreed delivery date, but only after providing LICA B.V. with written notice at least 48 hours before the expected date and time of delivery.

7.5 Specified or agreed deadlines shall be considered as final dates. In case of expected late fulfilment, LICA B.V. must receive a notice from the Supplier as soon as exceeding of the agreed delivery time is endangered.

7.6 The Supplier shall inform LICA B.V. in time about the exact date the goods will be delivered.

7.7 If the deadline is exceeded, LICA B.V. shall be entitled to either demand execution of the agreement by providing notice of default and a reasonable remedy period, or declare the agreement dissolved immediately.

7.8 LICA B.V. is entitled to demand compensation of damages of 1% of the total price stated in the Agreement (to a maximum of 10%) for each week with which the delivery deadline has been exceeded, irrespective whether or not LICA B.V. chooses to demand execution or declares the agreement dissolved and without prejudice to the possibility of LICA B.V. to claim compensation of all actual damage proven to be the result of the exceeding of the deadline.

7.9 However, article 7.8. does not apply if the Supplier provides LICA B.V. with decent prove that due to Force Majeure it was absolutely impossible for the Supplier to observe the agreed deadlines, and if, immediately after the Supplier had knowledge of the Force Majeure, he has notified LICA B.V. thereof in writing. LICA B.V. is entitled to suspend a delivery date / deadline, without LICA B.V. becoming obliged to pay any compensation, cost or damages. The Supplier delivers the goods at once, unless partial delivery is explicitly agreed in writing. Ownership of the goods is transferred at the time of delivery of the goods. The unilateral inclusion of a reservation of title clause in the general terms or any other document of the Supplier (or contractor) is not opposable to LICA B.V., unless explicitly agreed in writing.

ARTICLE 8. PACKAGING

8.1 LICA B.V. is entitled to request special packaging of the goods.

8.2 Unless explicitly stated in the Agreement, the Supplier shall not charge LICA B.V. for any packaging costs.

8.3 The Supplier shall pack the goods properly.

8.4 LICA B.V. is not obliged to return any packaging materials to the Supplier.

ARTICLE 9. QUALITY AND CONTROL

9.1 The Supplier guarantees that the supplied goods and the materials used are free from all visible and hidden defects, that they are in conformity with the stipulations of the Agreement, with all statutory and administrative provisions, and with the normal requirements of usefulness, reliability and life span. LICA B.V. shall not be obliged to conduct immediate examinations.

9.2 The Supplier guarantees that all goods delivered are original and originating from the owner of the rights of intellectual property mentioned on (the labels of) the packaging/container/bottle.

9.3 The Supplier guarantees that all goods comply to national, European and other international legal requirements, rules and regulations.

9.4 The Supplier guarantees the presence of the original batch or code numbers on all goods (on the labels as well as the packaging of the goods), enabling the identification of the goods.

9.5 The Supplier shall provide LICA B.V. or a third party appointed by LICA B.V. with samples of the goods on request, free of charge.

ARTICLE 10. INDEMNIFICATION/LIABILITY

10.1 The Supplier shall be liable for any damages and/or costs resulting from non-fulfilment / non-compliance of the Agreement, including (but not limited to) indirect damage and business damage (such as loss of profit).

10.2 The Supplier shall subscribe appropriate insurance to cover all liability/damages the Supplier is liable for to a sufficient amount. LICA B.V. is entitled, upon request, to inspect the insurance policy of the Supplier.

10.3 If LICA B.V. is held liable by a third party engaged by the Supplier, or acting for or on behalf of the Supplier, for the compensation of damage caused by or during the stay on LICA B.V. company premises, the Supplier shall indemnify LICA B.V. and shall compensate all damage as well as the expenses in and out of court.

10.4 The Supplier agrees to defend, indemnify, and save harmless LICA B.V. from any claims for bodily injury or property damage, and any costs, expenses, or damages incurred as a result thereof, which are based solely on the negligence, gross negligence or intentional misconduct of the Supplier's employees, Representatives, (sub-)contractors, or which are caused by defects in the supplied goods.

10.5 LICA B.V. shall not be liable for loss or damage of any of the Supplier's appliances, objects or materials.

ARTICLE 11. INDUSTRIAL / INTELLECTUAL PROPERTY

11.1 The Supplier guarantees that (the use of) the delivered goods does not infringe any industrial or intellectual property rights of third parties or any other rights of third parties (such as licences).

11.2 The Supplier guarantees that LICA B.V. is allowed to use any trademarks, models or other words/signs protected by industrial/intellectual property rights with concern to the delivered goods in relation to trading/(whole)selling the goods to its customers, advertisements and/or marketing.

11.3 The Supplier guarantees that the delivered goods are fit for (whole) sale / are allowed to be freely traded on the market LICA B.V. intends to sell or trade the goods on.

11.4 The Supplier shall indemnify LICA B.V. against any claim from a third party infringement of patents, trademarks or other industrial / intellectual property rights, including against any damage on account of established or alleged violations by the supplied goods of any industrial or intellectual property rights.

ARTICLE 12. IMPLEMENTATION

The Supplier is not permitted during the term of the Agreement and a period of one (1) year after termination of the Agreement, to enter into a contract of employment howsoever with staff and/or third parties put to work by or on behalf of LICA B.V. with the Supplier, this on pain of a penalty payment of € 2,000.--, which is not subject to any reduction, for each violation per week that the violation continues.

ARTICLE 13. JOINT AND SEVERAL LIABILITY

If the Supplier are different persons and/or companies, these shall be jointly and severally liable for the fulfilment of the obligations under the Agreement.

ARTICLE 14. PUBLICATIONS

LICA B.V. is entitled to make, process and publish photographs of the goods/services delivered to LICA B.V., for instance in its website, in brochures and/or in professional literature, without requiring LICA B.V. to pay any compensation to the Supplier for this.

ARTICLE 15. APPLICABLE LAW / JURISDICTION CLAUSE

15.1 This Agreement has been construed in accordance with and is governed by Dutch law/law of The Netherlands. The applicability of the Vienna Sales Convention 1980 (CISG) is herewith precluded.

15.2 All and any disputes arising from or in connection with an Agreement shall initially be brought exclusively before the competent court in the Court District of Rotterdam.

15.3 If these terms and conditions are translated, the English text shall prevail in the event of any differences of interpretation between the English and the translated version.

ARTICLE 1. DEFINITIONS

In the present general terms and conditions and the Agreements governed by such general terms and conditions, the following terms shall have the following meaning: Agreement: the agreement between LICA B.V. and the Customer. Representative: all natural persons / legal entities engaged by LICA B.V. to fulfil an Agreement. Customer: the natural person / legal entity who assigns LICA B.V. to deliver goods, or to perform a service, or who receives a quotation for it.

LICA B.V.: the private limited liability company under Dutch law LICA B.V. having its registered office in Rotterdam and/or subsidiary companies of LICA B.V. and/or companies/legal entities LICA B.V. has a participating interest in (joint ventures).

ARTICLE 2. APPLICABILITY

2.1. By filing these general terms and conditions at the Court Registry of the District Court of Rotterdam, all preceding terms and conditions of LICA B.V. shall lapse.

2.2. These general terms and conditions are applicable to and form part of all (future) legal relationships between LICA B.V. and the Customer, and are applicable to all pre-contractual situations between LICA B.V. and the Customer, including but not limited to negotiations and quotations, even if these do not lead to the conclusion of an Agreement.

2.3. Deviating terms and conditions exclusively apply insofar as these have been explicitly accepted in writing by LICA B.V., and shall only apply to the Agreement(s) concerned.

2.4. Any arrangements with staff and/or Representatives shall not be binding upon LICA B.V., unless confirmed in writing by LICA B.V..

2.5. The applicability of general terms and conditions of the Customer is explicitly precluded.

2.6. Changes of and additions on any provision in the Agreement shall only be valid if laid down in writing and signed by both parties.

2.7. The Agreement, including but not limited to all governing terms and conditions, expresses the full contents of the rights and obligations of the parties and shall replace all preceding written and verbal arrangements, statements and/or comments of the parties.

2.8. If any provision of these general terms and conditions is not valid, regardless of the grounds, the other terms and conditions shall remain in force, and the parties shall negotiate on the contents of a new provision, which provision shall approximate the contents of the original provision as much as possible.

2.9. In the event of any difference between the filed text of these terms and conditions on the one hand and texts that are printed, translated and/or circulated otherwise, the filed text shall exclusively apply.

ARTICLE 3. QUOTATIONS

3.1. All LICA B.V.'s quotations are non-binding at all times, both as regards price, contents, implementation as well as delivery time. If a quotation contains a non-binding offer and this offer is accepted by the Customer, LICA B.V. shall have the right to revoke the offer within three workdays after receipt of the acceptance.

3.2. The contents of all price lists, brochures and other data or information delivered together with a quotation has been stated as precisely as possible. The Customer cannot derive any rights therefrom. The relevant data shall only be binding upon LICA B.V. if explicitly confirmed in writing by LICA B.V.. Quotations are partly based on information submitted by the Customer.

3.3. Without prejudice to the provisions in article 3.1, LICA B.V. quotations have a limited term of validity of thirty days, unless stated otherwise in writing.

ARTICLE 4. CONCLUSION OF THE AGREEMENT AND TERMINATION

4.1. The Agreement shall only be concluded by LICA B.V.'s acceptance or confirmation of an assignment of the Customer or by LICA B.V.'s factual (start with the) implementation/execution of the assignment concerned. LICA B.V.'s may demand to receive from the Customer a copy of LICA B.V.'s draft sales order /pro forma invoice signed by the Customer in advance.

4.2. For work for which in connection with the nature and scale no quotation or order confirmation is sent, the invoice shall also apply as order confirmation.

4.3. Every Agreement is concluded on the condition precedent of creditworthiness of the Customer.

4.4. Except in the event of an attributable failure to perform of the other party that is such that immediate termination of the Agreement is justified, LICA B.V. and the Customer shall exclusively be able to dissolve an Agreement, being a continuing performance contract, by means of a written notice of termination to the other party, with due observance of a period of notice of three months.

- 4.5. LICA B.V. is entitled to dissolve the Agreement immediately in whole or in part (out of court):
- a. in the event of non-fulfilment or fulfilment by the customer that is not in time, not properly or not complete of one or more of its commitments towards LICA B.V., or if LICA B.V. has valid grounds to fear that the Customer shall not, not in time, not properly or not completely fulfil the Agreement;
 - b. in the event of bankruptcy, administrative receivership or placement of the Customer under legal restraint;
 - c. in the event of proof otherwise of (a valid ground for) inadequate cash flow on the part of the Customer;
 - d. in the event of a decision to and/or proceeding to liquidation of the Customer or to terminate the business activities of the Customer or to sell the business activities of the Customer or if the nature of the business activities of the Customer changes fundamentally in the opinion of LICA B.V.;
 - e. if a seizure is made on the capital of the Customer in whole or in part, and if such seizure is not lifted within fourteen days;
 - f. if the Customer does not enable LICA B.V. to make any deliveries, or fails to render its assistance thereto.

In all of these cases, LICA B.V. shall be released from its unfulfilled commitments, it being understood that LICA B.V. shall be compensated by the Customer for any suffered loss, loss of profit and/or other damage, this without prejudice to other rights of LICA B.V., such as the right to suspend its own commitments. All and any amounts falling to LICA B.V. shall be immediately due and payable, without requiring any further notice of default or warning.

4.6. LICA B.V. is not held to payment of any damages towards the Customer in the event of termination of the Agreement in accordance with the provisions of this article.

4.7. If the Agreement is terminated prematurely, the Customer shall remain bound to pay the agreed price, less the savings arising directly for LICA B.V. from the notice of termination of the Agreement.

4.8. Premature termination of the Agreement by the Customer shall release LICA B.V. from its guarantee obligations where applicable.

4.9. Unilateral termination by the Customer shall be null and void, unless LICA B.V. agrees to such termination in writing.

4.10. Returning of goods is exclusively permitted if agreed in writing and if it refers to the goods directly delivered to the relevant Customer by LICA B.V..

ARTICLE 5. CONFIDENTIALITY / NON-DISCLOSURE

The Customer shall maintain confidentiality towards third parties in the broadest sense of the word concerning any business information relating to LICA B.V. or regarding LICA B.V., which has been brought or come to the knowledge of the Customer by LICA B.V. and/or within the framework of the offer or the Agreement.

ARTICLE 6. PRICES

6.1. Prices are expressed in Euro, unless stated otherwise.

6.2. All quoted prices mentioned are exclusive of taxes (such as turnover tax /VAT) and exclusive of all further duties, levies, rights or charges as applicable payable in connection with the implementation of the Agreement, unless explicitly agreed in writing.

6.3. In case the goods or the services are destined to be delivered within the European market (Europese Unie) and therefore no taxes or levies are due, LICA B.V. is nevertheless allowed to charge taxes and/or levies. As soon as the Customer provides LICA B.V. with eligible proof that delivery has indeed taken place within the European Market, LICA B.V. will provide the Customer with a credit note for these taxes and/or levies.

6.4. If prices and/or rates of price-determining factors, such as for instance wages, insurance premiums or changes in foreign exchange, are subject to an increase, regardless of the cause, LICA B.V. shall be entitled to adjust the price accordingly.

6.5. LICA B.V. reserves the right to adjust prices in the event of errors in quotations, invoices or other documents.

ARTICLE 7. PAYMENT AND RESERVATION OF TITLE

7.1. The payment of LICA B.V.'s invoices shall be effected in the currency stated on the invoice within the payment term stated on the invoice without any discount, withholding or set-off and net (regardless bank charges), The Customer shall never be entitled to suspend its payment obligations.

7.2. The value date stated in LICA B.V.'s bank statements shall qualify as date of payment.

7.3. If the Customer has not fulfilled its obligations towards LICA B.V.'s within the agreed payment term, the Customer shall be in default by operation of law, without requiring any notice of default. From the moment when the Customer is in default until the date of full payment, the Customer shall owe the statutory (commercial) interest (Section 6:119(a) Dutch Civil Code) over the payable amount, without prejudice to LICA B.V.'s right to full damages by law. In the event of late payment, all amounts payable by the Customer to LICA B.V., regardless of the grounds, shall be immediately and completely payable, without requiring any further summons or notice of default.

7.4. All collection charges concerning what is due by the Customer, both judicial and extra-judicial expenses shall be borne by the Customer. LICA B.V. is entitled to set these costs at a fixed amount of fifteen (15) per cent of the payable amount, with a minimum of € 750.

7.5. LICA B.V. is entitled to demand security that is adequate in its opinion for the fulfilment of obligations of the Customer, if LICA B.V. has valid grounds to fear that the Customer shall not fulfil its obligations. If such security is not furnished within fourteen days, the claim shall be immediately and completely payable, without requiring any further summons or notice of default.

7.6. The payments made by the Customer shall serve respectively for the payment of payable costs, interest, and subsequently for the oldest unpaid immediately payable invoice, even if the Customer indicates that the payment refers to a later invoice.

7.7. All invoices shall be deemed accepted and approved by the Customer if LICA B.V. has not received any objection within seven (7) days after date of invoice, by e-mail or post.

7.8. LICA B.V. shall remain the owner of what it has delivered until the Customer has paid the price for the delivered goods/services. If a new good is created with or from the goods delivered by LICA B.V. for which the Customer fails to fulfil its commitments, this shall refer to a good formed by LICA B.V. for itself and the Customer shall be the depositary thereof on behalf of LICA B.V. as owner until the moment when the Customer has fulfilled its obligations.

7.9. LICA B.V. is entitled (in the event of late payment) to recall delivered goods that are still its property and to access the rooms and places where such goods are located. LICA B.V. is entitled - for the preservation of its rights - to inform third parties concerning its reservation of title.

ARTICLE 8. DELIVERY, DELIVERY TIMES, DEADLINES AND CONTROL

8.1. LICA B.V. determines the shipment method of the goods.

8.2. Unless explicitly agreed otherwise, the goods shall be delivered by LICA B.V. ex works/warehouse (EXW, edition of the Incoterms which is most recently issued by the International Chamber of Commerce at the time of conclusion of the agreement) location of the factory/warehouse.

8.3. Delivery deadlines take effect on the first working day after conclusion of the Agreement, after all relevant documents necessary or desired for the implementation of the Agreement by LICA B.V. have been received, and after an agreed advance payment - if any - has been received by LICA B.V., or after an agreed security - if any - has been furnished by the Customer.

8.4. The deadlines specified or agreed by LICA B.V. are based on the applicable circumstances upon conclusion of the Agreement. LICA B.V. shall make its best effort to observe such deadlines.

8.5. Specified or agreed deadlines shall never be considered as final dates. In case of late fulfilment, LICA B.V. must receive a notice of default in writing by the Customer, in which it must be allowed a reasonable deadline for fulfilment after all. Overstepping a delivery deadline shall not lead to any obligation for LICA B.V. to pay any additional or alternative damages to the Customer.

8.6. Delivery deadlines shall be postponed if and as long as the Customer has not fulfilled its outstanding payment obligations towards LICA B.V., or if the Customer has not or not adequately fulfilled its obligation to provide the information and/or materials necessary for the delivery of the goods.

8.7. The Customer is liable towards LICA B.V. for failure to deliver.

8.8. If the Customer does not enable LICA B.V. to deliver the goods, LICA B.V. is entitled to store the goods at a location determined by LICA B.V. and at the risk and the expense of the Customer.

8.9. LICA B.V. is entitled to stop the delivery of new goods, if and as long as the Customer has not fulfilled its outstanding payment obligations towards LICA B.V..

8.10. LICA B.V. is entitled to make partial deliveries.

8.11. If it turns out during the execution of the agreement that the execution shall be delayed, LICA B.V. shall be entitled to extend the delivery deadline by the number of days delay, also if the delay is caused by or is the result of a cause that is at the expense and risk of a supplier, staff or Representatives of LICA B.V.

8.12. The Customer shall see to a quick and adequate receipt of the goods. If it has been agreed that LICA B.V. transports the goods, the Customer shall guarantee a good accessibility of the place of delivery.

8.13. Upon receipt of the goods, the Customer shall be held to check immediately on patent defects and flaws. All deviations and defects shall be recorded and specified by the Customer upon receipt on the bill of lading or delivery note, for lack of which it shall be established that the goods have been delivered in accordance with the Agreement. A copy of the bill of lading or delivery note shall be submitted immediately to LICA B.V.

ARTICLE 9. PACKAGING

9.1. LICA B.V. is entitled to charge the Customer for packaging for use.

9.2. If special packaging is required or demanded by the Customer for goods, components, spare parts or materials to be delivered by LICA B.V., LICA B.V. shall be entitled to charge the costs thereof to the Customer.

9.3. If special packaging is required or demanded by the Customer for goods, components, spare parts or materials to be delivered by LICA B.V., LICA B.V. is not responsible or liable for any damage of default due to this packaging.

9.4. LICA B.V. is not obliged to take back packaging material for single use.

ARTICLE 10. TRANSPORTATION OF GOODS

10.1. The Customer shall provide LICA B.V. on request with all necessary information for the documents needed to transport the goods and to unload the goods. 10.2. The Customer shall provide LICA B.V. on request

with a complete written list of all documents and/or formalities required for delivery of the goods at the location of the Customer.

10.3. LICA B.V. shall not accept any responsibility for documents for the transportation / delivery of the goods based on information provided by the Customer or lack of information provided by the Customer.

ARTICLE 11. INTELLECTUAL PROPERTY

11.1. The Customer will hold LICA B.V. harmless from and against any claim arising from actual infringement by The Customer of any third party Intellectual and/or Industrial property rights. The Customer shall immediately notify to LICA B.V. any formal demand, claim and/or litigation related to such infringement, and shall provide reasonable support to LICA B.V. or a third party pointed out by LICA B.V.. Only LICA B.V. will monitor any negotiation, litigation or amicable settlement.

11.2. Under no circumstances shall the Customer be allowed to use, unless with express and prior written authorisation of LICA B.V., corporate names, trade names, domain names, trademarks, logo's etc. undertakes to apply the delivered goods/services designs and documentation only for its own use and not to make these available to third parties howsoever, of LICA B.V. or of LICA B.V. licensor(s). Respect of intellectual property rights of LICA B.V. and LICA B.V. licensor(s) is of essence of the Agreement. Any failure in this regard shall constitute a material breach.

11.3. The Customer shall undertake not to take any action or do anything calculated or likely to harm the reputation of LICA B.V., its affiliates, licensors and/or products.

11.4. The Customer shall undertake not to take any action or do anything calculated or likely to harm the reputation of any corporate names, trade names, domain names, trademarks, logo's etc. of LICA B.V., its affiliates and/or licensors.

ARTICLE 12. LIABILITY

12.1. LICA B.V. is only liable for damage suffered by the Customer, which is directly and exclusively caused by an attributable failure to perform on the part of LICA B.V., it being understood that, with due observance of the provisions hereinafter in article 14 (Warranty and complaints) only damage against which LICA B.V. is insured shall qualify for compensation.

12.2. LICA B.V. is not liable for any consequential damage, regardless of which kind (including but not limited to damage due to business interruption, loss of profit and/or loss of reputation). If so desired, the Customer is (also) held to take out an insurance against such damage.

12.3. LICA B.V. is not liable for any damage caused by Representatives, even in the event of wilful intent or deliberate recklessness on the part of such Representatives.

12.4. LICA B.V. is not liable for any damage and/or costs howsoever named, if such damage and/or costs arise from services, work and/or deliveries which were performed free of charge.

12.5. LICA B.V. is not liable for damage howsoever named or caused by the fact that the Customer or a third party that it has engaged is present on LICA B.V. company premises.

12.6. LICA B.V. is not liable for any damage caused by the application, use and processing of the delivered goods/services, nor for any damage caused by the use or follow-up action on information or advice with respect to the delivered goods/services as submitted by LICA B.V.

12.7. If and insofar as LICA B.V. is liable, its liability shall be limited to the amount LICA B.V.'s insurance company covers per event, in which a series of connected event shall qualify as one event.

12.8. The liability limitations in this article shall not apply in the event of wilful intent and/or deliberate recklessness on the part of LICA B.V. itself and/or its management.

ARTICLE 13. INDEMNIFICATION/LIABILITY OF THE CUSTOMER

13.1. If the Customer is liable under applicable law, these general terms and conditions, or pursuant to any Agreement and if LICA B.V. is held liable by a third party within that scope, the Customer shall indemnify LICA B.V. completely and shall compensate the damage suffered by LICA B.V..

13.2. If LICA B.V. is held liable, by a third party engaged by the Customer, or acting for or on behalf of the Customer, for the compensation of damage caused by or during the stay on LICA B.V.'s company premises, the Customer shall indemnify LICA B.V. and shall compensate all damage as well as the expenses in and out of court.

ARTICLE 14. WARRANTY AND COMPLAINTS

14.1. Any warranty provided by LICA B.V. is not applicable if work has been carried out to the delivered goods/services by other(s) than LICA B.V. or by Representatives.

14.2. Any warranty provided is not applicable if defects and/or damage is caused by:

- a. improper maintenance;
- b. improper use;
- c. wilful negligence;
- d. fire, lightning, flooding, natural disasters and explosions, damage by third parties, vandalism or any cause coming from outside;
- e. abnormal environmental pollution, including but not limited to aggressive atmosphere, harmful gases, dampen and/or chemicals;
- f. excessive temperatures;

14.3. The Customer is obliged to check the delivered goods immediately at the time of delivery.

14.4. Complaints must be filed to LICA B.V. in writing within 24 hours after delivery of the goods and the alleged defaults, defects or errors must be clearly described.

14.5. If the Customer files a complaint, LICA B.V. shall be immediately given the opportunity to inspect any deviations and defects on the spot - or to have them inspected.

14.6. The Customer shall, if desired, be provided with (a) sample(s) of the goods before delivery. If the Customer refrains from asking for (a) sample(s), he shall be considered to agree to the quality and condition of the goods beforehand.

14.7. If the delivered goods/services do not live up to the Agreement (or samples), the Customer shall immediately give LICA B.V. the opportunity to deliver what is missing after all, or to repair the defect or to replace the delivered goods/services, this at the discretion of LICA B.V. LICA B.V. shall have at all times the right to credit a part of the agreed price for the delivered goods/services instead of repair/replacement.

14.8. Failure of the delivered goods/services to live up to the Agreement is not to be understood as: minor deviations determined according to commercial use, of colours, dimensions, weight, numbers or data of a similar nature.

14.9. Any claim or complaint filed by the Customer concerning the goods will immediately be rejected if the goods have been processed or the goods are otherwise not (or no longer) identifiable as originating from LICA B.V.

14.10. Each and every claim / lawsuit of the Customer against LICA B.V. for non-conformity and/or damages shall become time-barred after expiry of 1 year after delivery.

14.11. In cases in which LICA B.V. has doubts whether the Customer's recall or replacement request was justified, LICA B.V. may have the recalled goods sampled and/or tested by an independent expert in the

presence of the Customer. If this establishes that it was not below the standard, the Customer shall compensate the costs incurred by LICA B.V. for the replacement.

14.12. Making complaints shall not release the Customer from its payment obligations towards LICA B.V.

ARTICLE 15. FORCE MAJEURE

15.1. If, due to force majeure of a permanent nature or for a period of more than thirty days, LICA B.V. is prevented from carrying out the Agreement (further), regardless of the question if the force majeure could have been foreseen, LICA B.V. shall be entitled to dissolve the Agreement by a notification to this effect without any judicial intervention in whole or in part, without any obligation to pay damages, and without prejudice to LICA B.V.'s right to payment by the Customer for performances already carried out by LICA B.V.'s before there was a force majeure situation, or LICA B.V. shall be entitled to suspend the (further) implementation of the Agreement in whole or in part. LICA B.V. shall notify the Customer as soon as possible of any situation of force majeure. In the event of suspension, LICA B.V. shall be entitled, after a period of thirty days, to declare that the Agreement is dissolved in whole or in part after all.

15.2. Force majeure includes but is not limited to: all circumstances due to which LICA B.V. cannot fulfil its obligations temporarily or permanently, such as fire, extreme weather circumstances, strike or exclusion from work, uproar, war, governmental measures such as import- or export restrictions, default on the part of suppliers, transport problems, disruptions in the company of LICA B.V., its suppliers or its auxiliary (third) parties, power outages, theft or embezzlement from LICA B.V.'s warehouses or workshops, and furthermore all circumstances in which LICA B.V. cannot be reasonably expected to fulfil its obligations towards the Customer (further). Force majeure of LICA B.V.'s suppliers shall also be deemed to mean force majeure on the part of LICA B.V.

ARTICLE 16. IMPLEMENTATION

16.1. LICA B.V. is entitled to engage Representatives or an auxiliary person/party for the execution of the Agreement.

16.2. The Customer is not permitted during the term of the Agreement and a period of one (1) year after termination of the Agreement, to enter into a contract of employment howsoever with staff and/or third parties put to work by or on behalf of LICA B.V. with the Customer or with staff, this on pain of a penalty payment of € 10.000.--, which is not subject to any reduction, for each violation per week that the violation continues.

ARTICLE 17. JOINT AND SEVERAL LIABILITY

If the Customer are different persons and/or companies, these shall be jointly and severally liable for the fulfilment of the obligations under the Agreement.

ARTICLE 18. PUBLICATIONS

LICA B.V. is entitled to make, process and publish photographs of the goods/services delivered by LICA B.V., for instance in its website, in brochures and/or in professional literature, without requiring LICA B.V. to pay any compensation to the Customer for this.

ARTICLE 19. APPLICABLE LAW / JURISDICTION CLAUSE

19.1. This Agreement has been construed in accordance with and is governed by Dutch law/law of The Netherlands. The applicability of the Vienna Sales Convention 1980 (CISG) is herewith precluded.

19.2. All and any disputes arising from or in connection with an Agreement shall initially be brought exclusively before the competent court in the Court District of The Hague (Den Haag).

19.3. If these terms and conditions are translated, the English text shall prevail in the event of any differences of interpretation between the English and the translated version.

ARTICLE 20. CHANGES

20.1. LICA B.V. is entitled to change these general terms and conditions.

20.2. The Customer shall be deemed to have accepted the relevant change(s) if LICA B.V. has not received a written protest against it within fourteen days after LICA B.V.'s written notification that the change(s) shall take effect.