

GENERAL TERMS AND CONDITIONS - TP Industrial Yarns B.V.

Article 1 General

- These conditions apply to any tender offer and agreement between TP Industrial Yarns B.V. registered in Huizen, hereinafter referred to as "User", and another party on which the User has stated these conditions applicable, as far as parties do not reject these conditions expressly and in writing.
- The present conditions are also applicable to contracts for which implementation thereof, third parties should be involved by User.
- These conditions are also written for the employees of User and its management.
- The applicability of any purchase- or other conditions of the other party is expressly rejected.
- If one or more provisions in these general conditions at any time in whole or in part should be ineffective, the remaining in these terms and conditions specified remains fully applicable. User and the other party will then engage in dialogue in order to agree new provisions to replace the invalid or ineffective provisions, as much as possible in regard to the purpose and scope of the original provisions.
- If confusion exists about the interpretation of one or more provisions of these terms and conditions, then the explanation is to take place according to the sense and purpose of these provisions.
- If a situation arises between parties which is not in these terms and conditions regulated, this situation should be assessed according to the sense and purpose of these terms and conditions.
- If User does not always require strict compliance of these conditions, this does not mean that its provisions are not applicable, or that User would lose in any degree the right to demand strict observance of the provisions of these terms and conditions in other cases.

Article 2 Quotations and offers

- All quotations and offers from User are free of obligations, unless in the offer a deadline for acceptance has been lodged. A tender offer expires if the product to which the offer relates in the meantime is no longer available.
- User can not be held on its quotations or offers if the other party can reasonably understand that the quotation or offers, or a part thereof, are an obvious mistake or error.
- In a quotation or offer, prices are excluding VAT and other charges of government, possible contracting costs, including shipping costs, unless otherwise indicated.
- If the acceptance (whether or not to subordinate items) differs from the tender offer or the offer included then User is not bound. The agreement is not concluded in accordance with this abnormal acceptance, unless User states otherwise.
- A composite quotation does not obligate User to carry out a portion of the assignment against a corresponding part of the specified price. Offers and quotations are not automatically for future orders.

Article 3 Contract; delivery, implementation and modification agreement

- The agreement between User and the other party is for an indefinite period, unless the nature of the agreement states otherwise or if the parties expressly agree otherwise in writing.
- In case of the completion of certain activities or for the supply of certain goods User declared an agreed term, this is never a deadline. If a term is exceeded, the other party must notify User thereof. User must be offered a reasonable time to still implement the agreement.
- If User requires information of the other party for the implementation of the agreement, the execution commences not earlier than after the other party fully and accurately meets user's disposal.
- Delivery is made out of the company of User. The other party is obliged to accept goods at the time they are made available. If the other party refuses or has been negligent in providing information or instructions necessary for the delivery, User is entitled to store at the expense and risk of the other party.
- User has the right to have certain work done by third parties.
- User is entitled to implement the agreement in several stages and thus bill parts separately.
- If the agreement is implemented in stages, User can postpone those parts that belong to a later stage until the other party approves results of the preceding phase in writing.
- If during the implementation of the agreement it becomes clear that for the proper implementation it is necessary to amend or supplement, then the parties will timely and mutually agree to adjust the agreement. If the nature, extent or content of the agreement, whether or not to request or designation of the other party, of the competent authorities et cetera, is amended and the agreement would be qualitatively and / or quantitatively changed, then this may also have implications for what was originally agreed. This allows the originally agreed amount to be increased or decreased. User activities will be as much as possible in advance quotation. Through an amendment to the agreement, the originally specified period of implementation may be changed. The other party accepts the possibility of amending the agreement, including the change in price and time required for completion.
- If the agreement is amended, including a supplement, User is entitled to implement the agreement with acceptance of a competent person within User and the other party for the performance, the specified price and other conditions, including the then determined terms when the agreement will be implemented. Failure or no immediate implementation of the amended agreement provides no defaults of User and for the other party no reason for termination of the agreement. Without proof of default, User can refuse a request to amend the agreement if in qualitatively and / or quantitative terms it could result in issues in this context to perform work or supply.
- If the other party defaults in the proper fulfillment of that which he is obliged towards User, then the other party is liable for all damages (including costs) on the side of User thereby directly or indirectly.
- If the User agrees a fixed price with the other party, User is nevertheless at any time entitled to increase this price without the other party in this case being entitled for that reason to dissolve the agreement if the increase in price from a responsibility or obligation under the law or regulation or find its cause in an increase in the price of raw materials, wages et cetera or on other grounds by entering into the agreement were not reasonably foreseeable.
- If the price increase, other than as a result of an amendment to the agreement, amounts to more than 10% and takes place within three months after the conclusion of the agreement, it is only the other party invoking rightful at title 5 Section 3 of Book 6 BW that is entitled to dissolve the agreement by a written declaration to dissolve unless User then still is willing to sign and implement the agreement on the basis of the originally agreed, or if the price increase resulting from a power user or an obligation under the law or if stipulated that the delivery will take place more than three months after the sale.

Article 4 Suspension, dissolution and interim termination of the agreement

- User is empowered to suspend or terminate the agreement and fulfilling commitments if:
 - Other party does not, does not fully or not timely comply to obligations of the agreement;
 - After the conclusion of the agreement, User learns of circumstances that give good reason to fear that the other party will not fulfill the obligations;
 - The other party in concluding the agreement was requested to ensure the fulfillment of his obligations under the agreement and that security is not provided or insufficient;
 - If on delay on the part of the other party, the User can no longer be called to the agreement at the originally agreed conditions and User is entitled to dissolve the agreement.
- Furthermore, User is entitled to dissolve the agreement if circumstances arise which may be such that compliance with the agreement is impossible or if there are other circumstances such that the natural preservation of the agreement cannot reasonably be demanded of User.
- If the agreement is dissolved, the claims of User on the other party are immediately due and payable. If the User suspends fulfillment of the obligations, he retains his rights under the law and the agreement.
- If User suspends or dissolves, he is in no way liable for damages and costs as in any way.
- If the dissolution is attributable to the other party, User is entitled to compensation for the damage, including the cost thereby, directly and indirectly.
- If the other party defaults from the contract obligations and that failure is to justify dissolution, then User has the right to direct and immediate dissolution without any obligation on their part to pay any damages or compensation, while the other party, under default, for damages or compensation is obliged.
- If the agreement is terminated by User, User will in consultation with the other party arrange for transfer of impending work to third parties. This unless the withdrawal is attributable to the other party. If the transfer of the work involves additional costs for User, they will be charged to the other party. The other party is held to compensate these costs within the given period to comply, unless User states otherwise.
- In the event of liquidation, by (application for) suspension of payment or bankruptcy of seizure - if and where the seizure is not lifted within three months - at the expense of the other party, of a debt restructuring or other circumstance which results in the other party no longer without restraint disposes of his capital available, the User is free to cancel the agreement promptly and with immediate effect or to terminate the order or agreement, without any obligation on their part to pay any damages or compensation. The claims of User on the other party in this case become immediately due and payable.
- If the other party cancels a fully or partially placed order, then the appropriate ordered or prepared goods, with any increased costs to conveyance and delivery and for the implementation of the agreement reserved working, will be charged to the other party.

Article 5 Force majeure

- User is not obliged to perform any obligation towards the other party when he was hindered as a result of a circumstance that is not due to guilt, and neither under the law, a legal act or a generally accepted act.
- Force majeure is in these terms means, in addition to its connotations in the law and jurisprudence understood, all of outside causes, foreseen or unforeseen, on which User has no influence, but which prevent User to fulfill his responsibilities. Strikes in the company of User or third-party reinsurers included. User also has the right to invoke force majeure if the fact that (further) fulfillment of the agreement prevents, occurs after User should have been fulfilling its commitment.
- User can suspend the obligations under the agreement for as long as the force majeure continues. If this period lasts longer than two months, then each party is entitled to dissolve the agreement without any obligation for compensation for the other party.
- As much as User at the time of the occurrence of force majeure has partially fulfilled, whether he will be able to fulfill its obligations under the agreement and respectively to meet the residual independent value, User is entitled to invoice the already met part separately. The other party is held to this bill as if it were there of a separate agreement.

Article 6 Payment and collection

- Payment must be made within 30 days after the invoice, in the currency which has been billed by User, unless otherwise stated in writing by User. User is entitled to periodic billing.
- If the other party defaults in the timely payment of a bill, then the other party is legally in default. The other party is then charged an interest of 1% per month, unless the statutory rate is higher, in which case the statutory rate will be charged. The interest on the due amount will be calculated from the time that the other party is in default until the time of payment of the full amount owed.
- User has the right to use payments made by the other party to reduce the cost in the first place, then to reduce the interest and finally to reduce the principal and accrued interest.
- User can, without being in default thereby, refuse payment if the other party designates another order for the allocation of the payment. User can refuse complete repayment of principal, if this does not include the accrued interest and collection costs.
- The other party is never entitled to settle the liability owed to User.
- Objections to the height of an invoice do not suspend the obligation to pay. The other party who may not appeal to Section 6:5.3 (Articles 231 and 247 book 6 BW) is not entitled to suspend the payment of an invoice for any other reason.

- If the other party is in default or omission in the (timely) fulfillment of its obligations, then all reasonable costs incurred in obtaining compensation out of court come on behalf of the other party. The extra costs are calculated on the basis of what is generally accepted in the Dutch debt collection practices, currently the calculation according *Ruggat Voorwerk II*. If User is confronted with higher costs for collection which are reasonably necessary, the actual costs for reimbursement are to be compensated by the other party. Any judicial and execution costs incurred will also be recovered from the other party. The liability of the other party includes the interest owed over the collection costs.

Article 7 Retention of title

- All by the User under the agreement delivered goods remain the property of the User until all obligations from the user agreement(s) have been duly respected and fulfilled by the other party.
- By User delivered goods, made pursuant to paragraph 1, under the retention of title, may not be resold and must never be used as payment. The other party is not entitled to hypothecate or encumber the goods falling under the title in any other way.
- The other party is always to do everything that reasonably could be expected from him to make sure the ownership of User is safeguarded.
- If third parties seize, or establish or exercise rights on, the goods delivered under title, then the other party is obliged to immediately inform User on the issue.
- The other party is committed to having the goods delivered to ensure ownership and to keep insured against fire, explosion and water damage and against theft and the policy of this insurance must be made available for inspection on the first request of User. In a possible payment of the insurance, User is entitled to these payments. As much as needed the other party commits itself towards User far in advance for its co-operation with all that in that context is necessary or desirable.
- In the event User seeks to exercise property rights identified in this article, the other party in advance unconditionally and irrevocably consents to User and a by User possibly designated third party to enter all those places where the properties of User are located and take those goods back.

Article 8 Guarantees, research and advertising, period

- The goods to be delivered by User meet the usual requirements and standards which at the time of delivery could be reasonably expected and which are normally used in the Netherlands. The guarantee mentioned in this article shall apply to matters that are intended for use within the Netherlands. For use outside the Netherlands, the other party itself has to verify that their use is suitable for use there and meet the conditions on which they are made. User can state another guarantee and other conditions in respect of the supply business or work to be carried out.
- The in paragraph 1 of this article mentioned guarantee is valid for a period of 30 days after delivery, unless from the nature of the delivered goods results otherwise or parties have agreed otherwise. If the User guarantees a matter which was produced by a third party, then the guarantee is limited to the guarantee provided by the producer of the goods, unless otherwise indicated.
- Any form of guarantee is lapsed if a defect has arisen as a result of or resulting from injudicious or improper use or use after the use-by date, improper storage or maintenance thereto by the other party and / or by third parties where, without the written consent of User, the other party or other third parties have made changes to the goods, or have tried to make changes to the goods, additional goods were attached that should not be attached or were attached in other than the prescribed manner. The guarantee is lapsed if the defect is caused by or was the result of circumstances on which User has no influence, including weather conditions (such as but not limited to, extreme temperatures or rainfall) et cetera.
- The other party is obliged to investigate the supplied goods immediately at the moment that the goods are made available to him or the relevant activities have been carried out. This includes investigation by the other party whether quality and / or quantity corresponds with what was agreed and meets the requirements of the parties thereto have agreed. Any visible defects should be reported to User in writing within 14 days after delivery. Any defects not directly visible should be reported to User in writing immediately, but in any event within 28 days, after discovery thereof. The message should contain a description of the defect as detailed as possible, so that User is able to respond adequately. The other party should give User the opportunity to investigate the complaint. Deviations in shade or color are not considered to be defects, unless this would seriously prejudice the utility of the goods.
- If the other party makes a timely complaint, this does not suspend its obligation to pay. The other party in that case is also held to purchase and payment of the otherwise ordered goods.
- If a defect is mentioned untimely, then the other party has no right to repair, replacement or compensation.
- If it is determined that goods are defective and a timely complaint is made on that subject, User will, within a reasonable period after return receipt thereof or, if reasonably return is not possible, written notification in respect of the defect by the other party, according to the choice of User, replace or repair them or arrange for alternative compensation to the other party. In the case of replacement, the other party is held to return the replaced property and to transfer the ownership to User, unless User indicates otherwise.
- If it transpires that a complaint is unfounded, then the arisen costs, including research costs, on the side of User thereby, are completely on behalf of the other party.
- When the term of guarantee is expired, all costs for repair or replacement, including administration, shipping and call out charge, will be charged to the other party.
- Notwithstanding the statutory limitation periods, the limitation period of all claims and defense towards User, and third parties involved by User in the implementation of an agreement, is one year.

Article 9 Liability

- If User might be liable, then that liability is limited to this provision.
- User is not liable for damages of any kind, arisen by assumptions of User based on incorrect and / or incomplete data provided by or on behalf of the other party.
- If User might be liable for any damages, then the liability of User limited to no more than twice the invoice value of the order, at least to that part of the order which the liability concerns.
- The liability of User is always limited to the amount of remittance by his insurer as appropriate under consideration of the case.
- User is solely responsible for direct damage.
- Direct damage is exclusively the reasonable costs incurred to determine the cause and extent of the damage, provided that the determination relates to detriment within the meaning of these terms, any reasonable expenses incurred to let the poor performance of the User answer to the agreement, so far as this can be attributed to User, and reasonable costs incurred to prevent or limit the damage, if the other party shows that these costs have led to the limitation of direct damage as referred to in these terms and conditions.
- User is never liable for indirect damages, including consequential loss, lost profits, lost savings and damage due to interruption of operations.
- The in this article expressed limits of liability do not apply if the damage is due to willful intent or to gross negligence of User or his senior subordinates.

Article 10 Risk transition

- The risk of loss, damage or depreciation passes on to the other party at the moment the goods are brought in the power of the other party.

Article 11 BISFA and INCOTERMS

- On the performance of contracts and the implementation of testing, the provisions of the BISFA (Bureau International pour la Standardisation de la Rayonne et des Fibres Synthétiques) are applicable, unless otherwise defined in these terms. For all usual commercial trade terms utilized by User, such as CIP and CIF, the INCOTERMS of the International Chamber of Commerce apply, as formulated on the date the agreement is concluded, currently INCOTERMS 2000.

Article 12 Indemnity

- The other party indemnifies User for any claims by third parties, who are detriment to the implementation of the agreement and whose suffering and damage caused is attributable to other than User.
- If User should be addressed by such third parties, then the other party is held to assist User as well in law as beyond and without delay to do all that in that case could be expected from him. Should the other party default in the taking of appropriate measures, then User, without notice, is entitled to do so himself. All costs and damage arisen to the part of User and third parties are completely at risk and expense of the other party.

Article 13 Intellectual Property Rights

- User reserves the rights, competences and jurisdiction for which he is entitled under the Copyright and other intellectual laws and regulations. User has the right to use the on his side increased knowledge by the implementation of an agreement for other purposes, provided it does not notify strictly confidential information from the other party to third parties.

Article 14 Applicable law and disputes

- On all legal relationships in which User is a party only Dutch law applies even if a commitment in whole or in part is executed abroad or if the party concerned has legal domicile there. The applicability of the Vienna Sales Convention is excluded.
- The judge in the domicile of User shall have exclusive jurisdiction to hear disputes, unless the law mandatory prescribes otherwise. Nevertheless User has the right to submit the dispute to the competent court under the law.
- Parties will first appeal to the court after they have made the final effort to solve a dispute in mutual consultations.

Article 15 Location and modification conditions

- These conditions are registered at the Chamber of Commerce Gooi and Eemland.
- Applicable is always the last registered version or the version that was applicable at the time of the creation of the legal relationship with User.
- The Dutch text of the general conditions is decisive for the explanation thereof.