

GENERAL CONDITIONS OF SALE AND DELIVERY OF DSM NeoResins B.V.

These General Conditions of "DSM NeoResins B.V.", having its registered office at Sluisweg 12, 5145 PE, Waalwijk, were filed with the Registry of the Arrondissementsrechtbank (District Court) at 's-Hertogenbosch (the Netherlands) on the 13th May 2005. They will apply with effect from 13th May 2005 to all quotations and agreements, within the meaning of Article 1, made or concluded after that date.

1. APPLICATION

- 1.1 The following conditions apply to agreements whereby DSM NeoResins B.V. undertakes to deliver goods to and/or perform services (both to be referred to hereinafter as "delivery") vis-à-vis any Buyer.
- 1.2 Unless stated otherwise, explicitly and in writing, by DSM NeoResins B.V., all quotations made or orders accepted and, generally, all delivery agreements concluded by DSM NeoResins B.V. are subject to the following conditions. These conditions shall also apply to any further or more detailed agreements between DSM NeoResins B.V. and Buyer.

2. QUOTATIONS - CHANGES TO AGREEMENT

- 2.1 Quotations made by DSM NeoResins B.V. can only be accepted unchanged and in their entirety. Any quotation originating from DSM NeoResins B.V., with the exception of quotations explicitly declared irrevocable, may also be withdrawn by DSM NeoResins B.V. during a period of ten working days following receipt of Buyer's acceptance.
- 2.2 DSM NeoResins B.V. shall be bound by amendments and/or additions to an agreement only if it has explicitly accepted such amendments or additions in writing.

3. ESTIMATES

- 3.1 If DSM NeoResins B.V. and Buyer, in mutual consultation, reach agreement on what Buyer expects to buy from DSM NeoResins B.V. during a certain period of time, such an agreement shall be deemed to be an estimate non-binding on either party, unless explicitly stated otherwise in writing.

4. PRICES

- 4.1 Unless explicitly stated or agreed otherwise, prices included in quotations or agreed between parties include carriage-paid delivery to Buyer. Value-added tax, any other government levies and costs for returning packaging material, if any, shall be invoiced separately.
- 4.2 Payment of any duties, taxes, excise duty and/or licence taxes, the existence of which was not known at the time the contract was concluded shall be for account of the Buyer. Cost of all legal documentation, consular legislation of invoices or certificates of origin etc. shall be borne by the Buyer.

5. PAYMENT

- 5.1 Unless agreed otherwise, DSM NeoResins B.V. shall, with or following a partial or complete delivery, supply Buyer with an invoice stating the price due for such partial or complete delivery. Buyer undertakes to pay said price in the agreed currency within thirty days of the invoice date and in the manner indicated on the invoice or as otherwise mutually agreed in writing or as stated on the invoice. For partial deliveries the agreed payment term shall be valid.
- 5.2 Contrary to the provisions of Article 5.1, DSM NeoResins B.V. shall be authorised, prior to or during delivery, to demand full or partial payment of the price due or to request security for payment which it considers adequate. DSM NeoResins B.V. is in any event so authorized if Buyer files for moratorium of payment or winding up, if a decision is made to discontinue or transfer all or part of Buyer's operational activities, if Buyer fails to meet other payment commitments or fails to do so properly, or if a garnishment order is issued on Buyer. DSM NeoResins B.V. may postpone execution of the agreement until payment or security has been received in full, in the event that, following a reminder by DSM NeoResins B.V. in writing, payment in full or appropriate security is not provided, DSM NeoResins B.V. may dissolve the agreement in whole or in part, as desired, without prejudice to its entitlement to compensation for damages.
- 5.3 Without DSM NeoResins B.V.'s prior consent, Buyer is not authorised to postpone payment of all or part of the price because DSM NeoResins B.V. has not yet, or has not fully, met a commitment under the Agreement.
- 5.4 Buyer may offset a debt to DSM NeoResins B.V. against a receivable from DSM NeoResins B.V. only in as far as the said claim has been explicitly acknowledged by DSM NeoResins B.V. or irrevocably determined in a court of law.
- 5.5 In the event of overdue payment, Buyer shall be liable not only for interest at the statutory rate, in force in the Netherlands or in the country of delivery, whichever is the highest, but also for compensation for possible exchange rate damages and for all legal and extrajudicial costs incurred by DSM NeoResins B.V. for collection of the amount payable by Buyer. The compensation for extra-judicial costs amounts to 15 percent of the amount payable, but not less than EUR 350.

6. DELIVERY

- 6.1 All terms of delivery shall take effect on the day following conclusion of the agreement, on the understanding that, in the event that pre-payment has been agreed, the said term of delivery shall take effect only after receipt of payment in full.
- 6.2 In the event that a term of delivery is to some extent exceeded, this in itself shall not constitute default on the part of DSM NeoResins B.V. DSM NeoResins B.V. shall be in default only if it also fails, for reasons which are attributable to it, to meet its obligations vis-à-vis Buyer within a reasonable further term set by Buyer in writing after the original term of delivery has elapsed.
- 6.3 Buyer may dissolve the agreement for reasons of overdue delivery only to the extent to which the agreement has not yet been honoured and to which Buyer cannot, within reason, be required to uphold that part of the agreement.
- 6.4 DSM NeoResins B.V. shall be authorised to make partial deliveries. Buyer undertakes to accept such deliveries.
- 6.5 DSM NeoResins B.V. may deliver an excess or deficiency of up to 10 % of weight or volume as agreed with Buyer. Buyer will pay for the actual weight or volume delivered.
- 6.6 Without prejudice to the generality of the word, "packages" shall include bags, cylinders, drums, pallets, tank wagons and other containers. All re-useable packages will remain the property of DSM NeoResins B.V. and should be returned to DSM NeoResins B.V. empty, securely closed, in good order and externally clean, unless agreed otherwise. Buyer must consign packages "carriage paid" (unless otherwise agreed) from the point of delivery to the supplying works or depot indicated by DSM NeoResins B.V., and must advise DSM NeoResins B.V. on date of despatch. Packages returned promptly in the manner as foresaid shall be subject to an allowance of DSM NeoResins B.V.'s standard rate operating at the time of receipt by DSM NeoResins B.V. In the absence of a legal obligation DSM NeoResins B.V. will not accept the return of onetrip packages. These packages will be disposed of by the Buyer for its own account and Buyer will bear full responsibility for such disposal.

7. TRANSFER OF OWNERSHIP AND RISK

- 7.1 Ownership of goods sold to Buyer shall be transferred to Buyer only after settlement in full by Buyer of all of DSM NeoResins B.V.'s receivables in connection with deliveries to Buyer. Buyer may not avail itself of goods whose ownership still resides with DSM NeoResins B.V. other than in a manner consistent with the normal operation of its business or profession, not including the use of goods granted as security.
- 7.2 Buyer bears the risk of damage to, or full or partial loss of, goods sold from the moment of arrival at the agreed place of delivery, except when the damage or loss is the direct result of a defect in the delivery which is attributable to DSM NeoResins B.V.

8. QUALITY AND PURPOSE

- 8.1 The goods supplied hereunder are warranted to accord with the specification set out herein or, if there is no such specification, to be within normal limits of industrial quality. All other warranties or conditions as to quality or description (statutory or otherwise) are excluded except in so far as such exclusion is prevented by law. Buyer shall forthwith after delivery of the goods notify DSM NeoResins B.V. of any defects in the goods which are reasonably apparent on delivery to enable the complaint to be investigated before the remainder of the consignment is used or returned.
- 8.2 Any recommendation or suggestion relating to the use of the goods made by DSM NeoResins B.V. either in technical literature or in response to specific enquiries or otherwise, is given in good faith, but it is for Buyer to satisfy himself of the suitability of the goods for his own particular purpose. Accordingly, DSM NeoResins B.V. gives no guarantee as to the suitability of the goods for any particular purpose and any implied warranty or condition (statutory or otherwise) is excluded except in so far as such exclusion is prevented by law.

9. INSPECTION - DEFECTS

- 9.1 Buyer is required to conduct a thorough and expert inspection for completeness and soundness of any full or partial delivery by DSM NeoResins B.V. within fifteen calendar days of delivery. Buyer shall, within fifteen calendar days of discovery, report any defects discovered to DSM NeoResins B.V. in writing. In the event of failure to comply with the inspection and reporting commitments, Buyer shall forfeit all rights with respect to defects which it could have detected.
- 9.2 Defects reported in accordance with the provisions of Article 9.1 above and in the appropriate manner, as well as defects with regard to which Buyer proves unequivocally that, notwithstanding a thorough and expert inspection, they could not have been discovered within the inspection period referred to under 9.1 above and which were reported to DSM NeoResins B.V. in writing within a period of six months of delivery and within ten calendar days of discovery, shall, on request, be made good by DSM NeoResins B.V., free of charge, by means of supplementation or replacement. DSM NeoResins B.V. is not, however, committed to make good any defect free of charge until Buyer has proved unequivocally that such defect is the direct result of a circumstance attributable to DSM NeoResins B.V. DSM NeoResins B.V. has the right to conduct an investigation of its own into the nature and cause of any alleged defect; Buyer undertakes to render all required assistance. DSM NeoResins B.V. is not under any obligation to accept return deliveries of defective goods. On request, however, Buyer shall make replaced goods available to DSM NeoResins B.V. without delay.
- 9.3 Buyer may dissolve agreements for reasons of defects in deliveries attributable to DSM NeoResins B.V. only if such deliveries are defective and DSM NeoResins B.V., even after a reminder in writing to that effect, fails, within a reasonable period in view of all the circumstances, to make good such defects in an acceptable manner.

10. LIABILITY FOR DAMAGES

- 10.1 DSM NeoResins B.V. and the executors of the agreement (those whom DSM NeoResins B.V. involves in the execution of the agreement, including suppliers) are jointly liable for a total amount not exceeding the net price (gross price less value-added tax and any other government levies) of the agreement in question, or, in the event that the net price amounts to more than 1 million Euros, for a total amount not exceeding 1 million Euros for any damages suffered by Buyer in connection with the agreement and in respect of which Buyer unequivocally proves that such damages are the direct result either of a failure, attributable to DSM NeoResins B.V., to honour the agreement in full or of another circumstance for which DSM NeoResins B.V. is legally responsible. No compensation whatsoever shall be due for damages consisting of lost profit or goodwill. Damages qualifying for compensation shall be reported in writing to DSM NeoResins B.V. within twenty-one calendar days of discovery, on pain of the loss of the right to compensation. Unless explicitly agreed otherwise in writing, any claims for damages on the part of Buyer vis-à-vis DSM NeoResins B.V. shall lapse twelve months from the date of the failure on the part of DSM NeoResins B.V. which led to the damages.
- 10.2 Buyer undertakes to indemnify DSM NeoResins B.V. and/or any executor of the agreement against any claims made by third parties for damages suffered by them in connection with the performance of DSM NeoResins B.V. vis-à-vis Buyer, in any event in as far as DSM NeoResins B.V. and/or the executor of the agreement would not have liability for such damages vis-à-vis Buyer under these general conditions.

11. RESPONSIBILITY/NON-RESPONSIBILITY FOR FAILURE

- 11.1 In the event that DSM NeoResins B.V. fails to meet any obligation vis-à-vis Buyer adequately, it cannot be held responsible if such failure is the consequence of an unusual or unforeseen circumstance. Unless DSM NeoResins B.V. can clearly be blamed for the occurrence of such circumstances, an unusual circumstance shall in any event be taken to mean: wars or similar situations, riots, sabotage, fires, strokes of lightning, explosions, discharges of hazardous substances or gases, power supply failures, serious operational breakdowns, illness of staff on an unusual scale, strikes, company sit-ins, blockages, boycotts, shortages of raw materials, transport blockades, government measures including bans on import, export, transhipment, production or delivery and/or failure by third parties, including suppliers, involved by DSM NeoResins B.V. in the execution to meet commitments or to do so on time.
- 11.2 To the extent to which DSM NeoResins B.V. is temporarily unable to honour the agreement as a result of a circumstance for which it cannot be held responsible, the mutual obligations deriving from the part of the agreement which cannot be executed shall be suspended. A temporary inability to honour the agreement shall be taken to mean an inability during at most thirty more or less consecutive calendar days. After this period, the agreement can be dissolved by either party with due observance of the provisions of Article 11.3.
- 11.3 In the event that DSM NeoResins B.V. is unable to execute part of the agreement as a result of circumstances for which it cannot be held responsible, dissolution of the agreement is permissible only in respect of that part.
- 11.4 If DSM NeoResins B.V. has concluded an agreement with more than one Buyer for identical or similar goods and, as a result of circumstances for which it cannot be held responsible, DSM NeoResins B.V. is unable to honour all agreements adequately, DSM NeoResins B.V. shall have the right to determine, at its own discretion, which agreement it shall honour and to what extent.

12. APPLICABLE LEGAL SYSTEM-COMPETENT COURT

- 12.1 All agreements, including this formation and interpretations, will be governed by Dutch law. The United Nations Treaty of 11 April 1980 on international purchasing agreements concerning moveable property shall not apply.
- 12.2 Any disputes concerning or in connection with the agreement, including its formation and interpretation thereof, which the Kantongerecht (Lower Court) is not competent to hear, shall be heard by the competent court at 's-Hertogenbosch. DSM NeoResins B.V. is authorised, however, to submit any dispute to another competent Dutch or foreign court.
- 12.3 Save as in these General Conditions or otherwise expressed in any written agreement the provisions stipulated by the International Chamber of Commerce in Paris (INCO Terms 2000) shall be deemed to apply to all agreements. All agreements shall be entered into on the above terms, unless Buyer and DSM NeoResins B.V. otherwise expressly agree in writing. The conditions of Purchase of the Buyer shall be rendered inoperative by these General Conditions.