

GENERAL SALES TERMS AND CONDITIONS

Industrie- en Handelssonderneming Textafoam B.V. (filed with the Chamber of Commerce in Brabant under number 18030385)
Skin-TeX B.V. (filed with the Chamber of Commerce in Brabant under number 18085217)

Article 1. Applicability

1. These terms and conditions are applicable to all offers, sales agreements and all there from deriving obligations of or with the user(s) (specified in the header of these terms and conditions) of these general sales terms and conditions (hereinafter referred to as: the "Supplier" and its (their) buyers (hereinafter referred to as: the "Buyer").
2. Deviation from these terms and conditions shall only be possible by express written stipulation, which can only be agreed on by the board of directors of the Supplier. This kind of stipulation shall only be valid in respect of the agreement for which it has been stipulated.

Article 2. Offers and assignments / agreements

1. All offers of the Supplier with the prices specified therein are valid for a period of 30 days or as longer or shorter as indicated in the same and all offers are always subject to contract. Offers can be revoked by the Supplier within 3 working days after receipt of acceptance of the same.
2. The Supplier shall – also when it made an offer – only be bound when it has accepted an assignment in writing or when it has actually started the implementation.
3. The text of the offer or order confirmation of the Supplier shall at all times be decisive, also when any reaction or acceptance on the part of the Buyer (regardless of the chronology of the exchange of documents) deviates from the same, unless the Supplier has expressly accepted the deviating text of the Buyer in writing.
4. To the extent that the Supplier intends to transfer any agreement with the Buyer or any claim vis-à-vis the Buyer to a third party, the Buyer hereby already grants its consent and lends its cooperation to the same. The Buyer cannot transfer any agreement with or any rights originating there from vis-à-vis the Supplier without written consent of the Supplier.

Article 3. Prices

1. Indicated or stipulated prices are applicable ex works of the Supplier and are including packaging costs and excluding turnover tax, unless indicated or stipulated otherwise.
2. Prices are based on the factors applicable at the time of the specification or the conclusion of the agreement, including wages, taxes and social security contributions, duties, insurance premiums, prices of raw materials and materials, import duties and freight expenses and exchange rates of the Euro. If changes occur in these price-determining factors after the specification or conclusion of the agreement and prior to the delivery that are such that this results in an increase of the cost price on the part of the Supplier then the Supplier shall be entitled to increase the stipulated price accordingly and to invoice this price increase to the Buyer, even when this price increase had already been foreseeable at the time of the conclusion of the agreement.

Article 4. Delivery and risk

1. Unless expressly stipulated otherwise, the delivery times indicated by the Supplier shall never be qualified as fatal deadlines. In case of an overstepping of the indicated delivery time the Supplier shall only be in default after having been given written notice of default.
2. If the Supplier requires data or tools for the implementation of the agreement that must be provided by or on behalf of the Buyer then the delivery time shall take off on the day that all required data or tools are in possession of the Supplier.
3. Goods are deemed to have been delivered:
 - if the goods are picked up by or on behalf of the Buyer: by taking receipt of the goods;
 - if the goods are shipped by the Supplier through the agency of a third party: by offering the goods for delivery at the residence / company of the Buyer, unloaded on the means of transport;
 - if the goods are shipped by the Supplier through its own means of transport: by offering the goods for delivery at the residence / company of the Buyer, unloaded on the means of transport.
4. As from the moment of delivery the goods shall be at the risk of the Buyer and all direct and indirect damages that might be inflicted to and/or by the goods on the part of the Buyer and/or third parties shall be at the expense of the same. For the purpose of this provision the moment of delivery is understood as the day of delivery indicated in article 4 under 3.

Article 5. Purchase obligation

1. The Buyer is held to lend the necessary cooperation to the implementation of the performance by the Supplier, which is expressly understood to include the obligation to take receipt of the sold goods.
2. Receipt is deemed to have been rejected if ordered goods were offered for delivery to the Buyer however delivery appeared to be impossible. The Buyer shall thus, without any further notice of default being required, immediately be in default. The day when receipt is rejected shall qualify as the day of delivery.
3. If receipt is rejected then the Buyer shall be liable to pay the Supplier compensation equal to the purchase price of the goods of which delivery is rejected plus the statutory interest over that amount as from the day of delivery and the costs of the Supplier deriving from the rejection to take receipt of the goods. These costs are expressly understood to include a reasonable compensation for storage, related to the applicable local fees, however at least 5% of the purchase price of the delivery. This shall not affect any other rights of the Supplier in connection with the shortcoming of the Buyer.
4. Orders can only be cancelled with the written consent of the Supplier where the Supplier can impose conditions on the same. In case of cancellation the Buyer shall be liable to pay full compensation, including lost profit etc., which compensation shall amount to at least 25% of the contract sum / stipulated price.

Article 6. Complaints

1. The inspection of the quantity and the external state of the delivered goods falls under the responsibility of the Buyer. If the Buyer does not forthwith, and in case within 48 hours after receipt of the delivered goods, lodge a written complaint then the delivered goods shall be deemed to be correct in terms of quantity and external state.
2. Other complaints must be submitted to the Supplier by the Buyer in writing within at the latest 8 days after delivery of the goods.
3. If the goods have fully or partly been used, treated, processed or resold then they shall be deemed to have been approved and the liability of the Supplier shall thus have expired.
4. Minor differences in design or dimensions cannot give cause for complaints.
5. Complaints about invoices must be submitted in writing within 8 days after the date of despatch of the invoices.

Article 7. Payment

1. In case of delivery of goods in instalments each instalment can be invoiced separately by the Supplier.
2. Unless stipulated otherwise in writing, payment must take place within 8 days after the date of the invoice – where the invoicing date shall be at the discretion of the Supplier – at the office of the Supplier or through remittance to a bank or giro account designated for that purpose by the Supplier.
3. If the Buyer does not pay within the payment term then the Buyer shall immediately, without any notice of default being required, be in default.
4. In case of default of the Buyer the Supplier shall as from the due date be entitled to charge default interest equal to the statutory commercial interest pursuant to article 119a of Book 6 of the Dutch Civil Code plus 1.0% per month, without prejudice to any of its other rights.
5. In case of default of the Buyer the Buyer shall immediately be liable to pay an amount of € 50.00 on account of administration costs as well as all extrajudicial collecting costs incurred by the Supplier in order to accomplish compliance with the obligations by the Buyer. The extrajudicial costs are calculated in accordance with Recommendation II of the Working Group Netherlands Association for the Judiciary in the Voorwerk Report with a minimum of € 100.00 per unpaid invoice, all without prejudice to the right of the Supplier to claim higher actually incurred extrajudicial collecting costs.
6. Payments made by the Buyer shall first be applied to interest due and costs and then to payable invoices that have longest been outstanding, even if the Buyer indicates that the payment is related to a later invoice.
7. The Buyer shall not be allowed to rely on suspension or settlement, unless the Supplier has fully and unconditionally acknowledged the counterclaim.
8. If the Supplier concludes an agreement with two or more Buyers, natural or legal persons, then each of them shall jointly and severally be liable for complete compliance with the obligations in pursuance of the agreement.

9. The Supplier shall at all times be entitled to, without stating reasons, desire advance payment from the Buyer, to deliver COD or to desire sufficient security for correct and timely compliance by the Buyer with its payment obligations where the Buyer shall be held to immediately provide the same.
10. The administration of the Supplier shall furnish complete evidence with respect to the Buyer of its payment obligations vis-à-vis the Supplier, without prejudice to evidence to the contrary furnished by the Buyer.

Article 8. Non-compliance, insolvency, etc.

If the Buyer does not, improperly or untimely comply with any obligation on account of the agreement as also in case of insolvency, suspension of payment or administration of the Buyer or discontinuation or liquidation of its company or if the Buyer transfers its company to third parties, enters into a settlement with creditors, its bank credit is terminated, the implementation of its payment orders is suspended by the bank or an attachment is imposed at the expense of the Buyer then the Buyer is deemed to be in operation of law be in default and the Supplier shall, at its sole discretion, without any obligation to pay compensation and without prejudice to its other rights and without any notice of default or judicial intervention being required, be entitled to either dissolve the agreement in full or in part and/or to declare the same dissolved or to suspend the further implementation of the agreement. In those instances all claims of the Supplier vis-à-vis the Buyer shall immediately fall due and the Supplier shall be authorised to immediately claim payment of all that which is payable to the same.

Article 9. Reservation of title

1. All goods delivered by the Supplier shall remain the property of the same up to the moment of payment in full of all claims on account of deliveries of goods and ancillary activities, including (ancillary) claims on account of attributable shortcomings, e.g. interest and costs.
2. Up to the moment of payment in full and/or settlement the Buyer shall not be authorised to pledge or transfer the title of the goods to third parties. In the context of its normal business operations the Buyer shall, however, be authorised to use the goods in conformity with their normal designated use.
3. As long as payment in full did not materialise and the Buyer is in default and/or the Supplier has good reason to fear that the Buyer shall be in default, the Supplier shall forthwith claim back the delivered goods, without any prior notice of default being required. To this end the Buyer grants the Supplier permission to access its premises and buildings. The agreement can in that case be deemed to be dissolved by the Supplier, without any judicial intervention being required, notwithstanding its right to claim costs, damages, and interest.
4. After delivery the risk for the goods is borne by the Buyer. The latter is held to sufficiently insure the relevant goods, in any case against the risks of theft, damage and loss.
5. The Buyer is held to forthwith inform anyone who imposes an attachment, or in case of administration or insolvency, on the goods delivered by the Supplier based on reservation of title or an undisclosed pledge in writing, with a copy of the same to the Supplier, of the fact that the Supplier has remained the owner of the delivered goods subject to forfeiture of an immediately claimable penalty of € 5,000.00 or, where higher, of the original invoiced amount of the goods. The penalty is applicable in addition to a possible obligation to pay compensation

Article 10. Exonerations

1. If the Supplier is, in connection with a failing, untimely or improper performance, in any way whatsoever liable vis-à-vis the Buyer then the latter must by registered letter give the Supplier the opportunity during a time limit of at least half of the original delivery time to as yet perform properly and completely or, should this no longer be possible and should the Supplier opt for this, take back the delivered goods upon repayment of the purchase price.
2. Liability of the Supplier for losses due to delays and/or consequential damages, including but not limited to trading losses, lost profit and damages deriving from claims of third parties against the Buyer, or any other form of indirect damages is expressly excluded, regardless of the basis for compensation.
3. The Supplier shall never be liable in excess of the level of the invoiced amount (excluding VAT) that is related to the delivery of the goods and/or the performance of the activities on which the damages are based, barring in the event of intent or negligence bordering on intent.
4. Any and all right to compensation of the Buyer vis-à-vis the Supplier shall expire in case of injudicious use of the delivered goods or in the event the Buyer conducted activities or processing acts on these goods or had the same conducted by third parties.
5. The provisions set forth in this article shall not affect the possible liability of the Supplier on account of product liability.

Article 11. Indemnification

1. The liability of the Supplier vis-à-vis third parties for damages resulting from the implementation of the agreement to which the present terms and conditions are applicable shall never exceed its possible liability vis-à-vis the Buyer.
2. The Buyer indemnifies the Supplier against further liability and shall, where possible, stipulate a corresponding exonerations for the benefit of the Supplier in its agreements with third parties.

Article 12. Force majeure

1. In case of force majeure, i.e. a non-attributable failure of the Supplier to comply with its obligations, the Supplier shall be entitled to on that ground suspend the implementation of the agreement or to declare the agreement concluded with the Buyer fully or partly dissolved.
2. Force majeure / a non-attributable failure shall, among other things, be understood as:
 - a. Default and/or failure on the part of its suppliers and/or carriers;
 - b. Industrial action or lockout;
 - c. Riots or disturbances;
 - d. War or mobilisation;
 - e. Official measures, as a result of which the performance of assignments is hindered or prohibited;
 - f. Frost, flooding and operational breakdowns due to weather conditions.
3. The provisions set forth in the previous paragraphs are applicable regardless of the possibility that these circumstances could have been anticipated at the time of conclusion of the agreement.

Article 13. Applicable law / miscellaneous

1. Dutch law is exclusively applicable to all offers, agreements and all there from deriving obligations, with the exclusion of the Vienna Sales Convention, regardless of the question where these obligations are or need to be carried out.
2. All possible disputes, originating from offers, agreements concluded with the Supplier or obligations deriving there from must be brought to the cognisance of the competent court (where required the sub-district division) in the district where the Supplier holds its registered office, unless the Supplier prefers the court with statutory territorial jurisdiction.
3. In so far as these terms and conditions are translated into languages other than the Dutch language, the Dutch version / text shall at all times be decisive.
4. If one or more provisions of these terms and conditions are, for any reason whatsoever, invalid, null and void or otherwise non-binding between the parties then this provision shall be read in conformity with its intention and this shall never affect the validity and applicability of the other terms and conditions.

Goirle, 20 december 2011

Board of Directors