

General Sales – and Delivery conditions

This summary of our general sales and delivery conditions is a translation of the only legally valid Dutch version (as registered at the registry of the district court in Arnhem, The Netherlands, Number 2004/3). From this translation no rights can be derived.

Summary

Art. 1: Definitions	Art. 12: Inspection and advertisement
Art. 2: Relevance	Art. 13: Guarantee
Art. 3: Proposals and offers	Art. 14: Responsibility and warranty
Art. 4: Modification and addition	Art. 15: Obligation and responsibility of the customer
Art. 5: Prices	Art. 16: Rescission
Art. 6: Payments	Art. 17: Transferment of rights and obligations
Art. 7: Delivery term	Art. 18: Postponement-, dissolution- and the power of annulment
Art. 8: Delivery and risk	Art. 19: Services
Art. 9: Supremacy	Art. 20: Relevant right, information obligation competent judge
Art. 10: Intellectual property	Art. 21: Final clause
Art. 11: Property conditions	

Article 1. Definitions

1.1 In these general conditions ("Conditions") is meant by:
De NAF: the supplier being the private limited company De Nederlandse Ampullenfabriek b.v., established and settled at the Marialaan 108 6541 RP in Nijmegen, as well as its legal successors under general or particular title;
Customer: every natural or legal person under the authority of which De NAF delivers products to and/or services performs, or which De NAF makes a deal with or with who De NAF is in meeting or in negotiation over making an agreement;
Agreement: every agreement realised between De NAF and customer every modification or addition to that, as well as all (legal)actions as a preparation and a realization of that agreement;
Products: every transaction, which includes documentations, drawings, testing equipment and all (other) results of services by De NAF, which is subject to an agreement;
Services: all activities, in which manner at all (provision of services, acceptance of work, lending out staff, etc.), which De NAF for or in behalf of a customer performs;
Order: every assignment of the customer, in any shape.

Article 2. Applicability

2.1 In these general conditions are applicable to all orders and agreements, at which De NAF offers businesses and/or services to the customer. Differences to these general conditions are only valid in case when these are explicitly in writing agreed.
2.2 In case De NAF puts products of a third party to the disposal of the customer, the general conditions of that third party will be applicable as well.
2.3 The suitability of any general condition of the customer is explicitly rejected by De NAF.

Article 3. Offers, developments of agreements, assignments, and specifications and indications of products and services

3.1 An offer or (quote) by De NAF does commit itself and only applies as an invitation to place an order by a customer.
3.2 An agreement only comes in case and as far as De NAF accepts an order of a customer in written or is being implemented by De NAF, unless the customer proves that De NAF unconditionally has agreed to the order of the customer. In case De NAF on request delivers work, before there is a full agreement in relation to the price and terms of payment for that performance, the customer will for this effort, taking into account the particularities of articles 5 and 6, pay in conformity of the tariffs of the NAF which are valid in that period. As far as the customer - in difference to the specified in the first sentence of this section - accepts a binding offer of De NAF with difference from subordinate meaning, then those differences are not part of the agreement and the agreement comes about similar to De NAF's offer.
3.3 All statements by De NAF of numbers, measure, weights and/or other indications of the product and/or services are done with care but De NAF cannot guarantee that there will not be any defect. Depending on the order amount of products, the level of difficulty of the product and the with that belonging (special) ingredients, are over- c.q. under delivery per product of 5, 10 of 25 % possible. This also applies for standard products which are printed on request of the customer, and also like that for (in mass manufactured) trading products. In case products are printed, a magnification of the text which has to be printed will be sent to the customer first for approval before production. Showed models are just indications of the concerning products and/or services. When a customer shows that the delivered product and/or services differ in such a way of the specification of De NAF or of the models that it will not be reasonable to obliged purchase, the customer has the right to dissolve the agreement, however only as far as that dissolving in all reasonableness is necessary.

Article 4. Modification and addition

4.1 The modification of and addition to any definition in an agreement and/or the conditions can only be agreed in writing.
4.2 When a modification and/or addition like referred to in subsection 1 is being agreed, this modification or addition will only count for the concerning agreement.

Article 5. Prices

5.1 All prices of De NAF are in terms of Euros and exclusive sales tax, one or the other unless differently indicated. Unless differently agreed, the customer will be charged separately with the costs of special forms of packaging and sending (including sending to several addresses), the costs of in- export rights and excise, travel- and accommodation costs due to extending services, as well as (other) levying or tax costs due to the extended services.
5.2 For closed deliveries which have to be delivered in the Netherlands and which have a value of less than €500,- the customer indebted to De NAF an amount of at least €45,- for small order - and packaging costs. With deliveries on demand the price which is agreed on the confirmation of the order over the total package and the agreed period applies.
The prices as mentioned in the confirmation of the order are the prices which are based on the agreement between De NAF and the customer.
5.3 Every modification of the circumstances which effects the price and in the subsection 1 mentioned extra costs for De NAF, which include purchase prices, rate of exchange, in- and export rights and other charges made by import and export, insurance charges, carriage charges and other charges or taxes, can be charged on the customer by De NAF even if this occurs at foreseen circumstances at the offer. De NAF is authorized to in the previous named cases change the agreed price with regarding to the possibly existing legal regulation in case and as far as these changes can have a casu quo effect on the realization of this agreement.

Only in case this is within 3 months after the acceptance of the order by De NAF on condition that the customer appeals on the destructive power like intended in article 6:235 BW, the customer is authorized to annulate the agreement.

5.4 Customer proceeds De NAF for all the costs en damage which could become for De NAF a result out of the fact that:
The customer is not properly registered for sales tax or a similar tax in a relevant EU-member state; and/or
The customer distributes false or untimely information to De NAF and/or authorities on the field of sales tax and other similar taxes in a relevant EU-member state.

Article 6. Payments

6.1 In case of the delivery of products the customer will be charged amount, actual in the value mentioned on the invoice, on the time of delivery of the meant products pay De NAF, unless differently agreed in writing. In case of performing services the customer will be charged amount, actual in the value mentioned on the invoice, in 30 days from date of invoice pay to De NAF. All payments will be remitted, by the choice of De NAF, at her office or her bank account. In case of the office of De NAF will be paid, this will be in cash or in guaranteed bank cheques, unless differently agreed on.

6.2 Possible objections against invoices, specifications and prices must be noticed in writing within 8 days to De NAF. In case this is not possible beyond the cause of the customer, then the customer will inform in writing De NAF as soon as possible.

6.3 All to the customer charged amounts will be paid without any discount or deduction. As far as there has been a discount agreement with the customer, this reduction will be deducted on the invoice.

6.4 The customer is not authorized to equalize a claim with a claim from the customer to De NAF, unless this, on a base of a final lawful or arbitral power, is allowed.

6.5 The customer is not authorized to suspend his obligations, unless the customer within 30 days after becoming claimable of the relevant obligations presents the dispute to the according to article 20.4 qualified judge.

6.6 In case there is any doubt at De NAF or if there could be any doubt about the creditworthiness of the customer, and/or in case that the customer repeatedly does not properly or not in time pays and has been urged by De NAF, De NAF is authorized, before (further) presentation, as well for current agreements to demand a prepay by the customer of the purchase price of the products and/or compensation before the service has taken place or that there will be a thoroughly certainty, comparable to the amount which De NAF under the agreement of the customer can demand, including that the in the trade intercourse usual cash on delivery conditions and conditions of documentary credit like irrevocable, and in this case also by the first class bank confirmed, letters of credit, cash against documents or cash against delivery.

6.7 In that case there will be agreed on the payment were it will take place and/or when there becomes a certainty in case of a documentary credit and/or bank guarantee, the customer will warrant for it that at all time through a good and known or a good report bank will be carried out.

6.8 The customer is, without any proof of default, over all the amounts which has not been paid within the very late time of payment, from that day on interest indebted equal to the then in The Netherlands valid interest, with that understanding which in case of a trade agreement the customer in that case is due the valid legal interest amount, similar the hereabouts predetermined in articles 6:119a en 6:120 part 2 of the civil law book. After every ending of the month the amount over which interest is calculated, is increased with the in that month indebted interest. By, not, in time or incomplete payments to the customer provided reductions will expire and the customer is still obliged to the charged gross price, unavoidable the right of De NAF to a compensation of the interest, costs and damage agreed in hereabouts predetermined in these conditions.

6.9 In case the customer also after the elapse of a by registered letter determined time of payment the due amount and interest is not paid, the customer is forced to compensate De NAF to all extra judicial and judicial costs, including reasonable costs for legal assistance in and outside of the procedure. These costs are specified an amount of at least 15% of the total amount, increased by the hereabout contractually accepted delayed interest, with a minimum of € 500, -- exclusive sales tax.

6.10 In case the by De NAF, out of consideration or otherwise, to the customer provided postponement for the performing of services is being giving, the new term always has a terminal character.

Article 7. Delivery term

7.1 The by De NAF given delivery term for products- which term takes inception from the day the confirmation of the order until the day of the sending of the products from the factory or warehouse of De NAF or the sister company Verrierie Soufflee Mecanique S.A. (VSM) at France- and/or the term of performing the services is based on the time of making the agreement for De NAF valid circumstances and, as far as depending on services of a third party, on the details giving by the third party to De NAF. The delivery term and/or performing term will be observed as much as possible by De NAF.

7.2 Mentioned terms enter on the date of confirmation of the order by De NAF. In case De NAF before producing needs specifications of the agreement or needs help from the customer, the term enters on the day that all of these are received by De NAF, yet not before the date on the confirmation of the order.

7.3 By exceeding of any term the customer has no right to (damage) compensation hereabout. The customer has in no case right to dissolution or cancellation of the agreement, unless he exceeding of the term is to longer to Expect from the customer that he (the relevant part of) will keep the Agreement standing. The customer is in that case authorized, after proof of default containing a reasonable approaching observance term, justifies by registered writing to dissolve or to cancel the agreement, however only if that is strictly necessary.

7.4 De NAF always has the right to deliver the products in different parts. In case on request of the customer the products are being delivered in parts, the additional costs made by this will be charged to the customer. An over- or under delivery of 5,10 or 25% of the agreed quantity products to deliver is allowed to De NAF.

Article 8. Delivery and risk

8.1 The delivery of the products, including the costs of the delivery and the transition of the risk occur, in case this expressed in the offer or in the order confirmation, according to the trade intercourse usual conditions, like fob, CIF, cfr, cpt, fca, fas, exw, etcetera and in these cases the latest version of the Incoterms of the International Chamber of Commerce in Paris is applied.

8.2 In case of the in the last part meant conditions have not been explicitly agreed on in writing, occurs the delivery and the risk-transition of the products and the packaging of that always on the place and time on which the products are ready to deliver to the customer. The delivery of the products occurs therefore to the expense and risk of the customer, even in the case the products are free domicile delivered. De NAF will let the customer as fast as possible know about the above mentioned time and place and the customer will as quick as possible, yet at the very latest within 10 days after notice, purchase.

8.3 In case the products, unesteemed the agreed way of transportation for the sale to the customer stand in readiness and De NAF as such has notified this to the customer, is the customer within the therefore appointed term, like described in article 8.2, obligated to purchase. No observance of this obligation gives De NAF the right to storage the products on expense and risk of the customer, respectively kept in store and to the customer charged without afterwards refusing the invoice due to not yet placed purchase.

8.4 The customer is, as far as the transportation has arrived, obligated to the quickest way of unloading. If the customer stays poorly with this and like this also in case the customer has commissioned due to the right deliver address, the opening hours of the warehouse and other relevant information in writing notice the assignment taker, then all the extra activity out of will be charged to the customer.

8.5 The transportation as well as the choice for the way of transporting is made by De NAF, without the made choice is decomposing certain articles 9.1 until 9.4.

8.6 The customer takes care that nothing will be in the way to make sure that certain agreed terms, under which is included delivery and installation terms, are attainable.

8.7 May the customer for a not justified reason will not purchase the products, then he will without proof of default be in omission. De NAF is by then authorized to charge the costs for storage of the products and risk on the customer or may sell them to a third party. The customer stays the purchase costs, increased by the interest and the costs as a compensation accepted, however in an occurring case diminished with the net profit of the sale to that third party.

Article 9. Supremacy

9.1 In case De NAF because of a not accountable shortcoming ("supremacy") cannot meet the obligation towards the customer, the obligation becomes postponed for the time of the supremacy condition.
9.2 In case the supremacy condition has taken 3 months, both parties have the right to completely or partly dissolve the agreement in writing.

9.3 With supremacy of De NAF is meant: War, risk of war, mobilization, revolt, martial law, strike or -exclusion, fire, accident or illness of the staff, interruption of operations and decrease of production, shortage of components and/or packaging material, snow, black ice, hail, storm, become damped, bolt of lightning and other wetter conditions, stagnation in transportation, interfering legal limitations of import or other limitations by the government as well as every intention of De NAF irrespective condition, because of which the observance of (the concerning part of) her obligations towards the customer is absence, delayed or uneconomically made or because of which these obligations in reasonableness can not be desired of De NAF.

9.4 All parties will notice each other as soon as possible if there is a (possible) supremacy condition.

Article 10. Intellectual property

10.1 The NAF declares that, as far as she knows, because of the productions there will not be an intervention on the in The Netherlands counting rights of intellectual property of third parties. De NAF however cannot protect the customer of possible interventions on intellectual rights of ownerships of third parties.

10.2 In case De NAF manufactures products or manufactures any specific assignment of a customer on the base of a design, which does not, belongs to De NAF, indemnifies the customer De NAF on behalf of all interventions in relation to (the manufacturing and the use of) the products of intellectual rights of ownerships of third parties.

10.3 The customer vows not to intervene (neither third parties will allow or will make it possible) on intellectual rights of ownerships of De NAF, or her supplier, in relation to the products, for example by copying the products, manufacturing or imitating.

Article 11. Property conditions

11.1 The ownership of the products goes, despite the actual delivery over to the customer, after that which according to the agreement delivered or products which have to be delivered is due to De NAF or will be due to De NAF, completely has fulfilled, including that the purchase price, possible pursuant to these conditions or the agreement due surcharge, interest, taxes and costs, as well as possible by virtue of such agreement performed or to perform activities.

11.2 Every sum, which is received, of the customer will first of all tend to pay the claim which De NAF has on the customer in regard to which De NAF in part 1 not made in a ownership condition. After every sum that will be received of the customer, this sum first will tend to pay possible due interest and costs as meant in 6.9.

11.3 Before the ownership of the products passes on to the customer, the customer is not authorized to manufacture the products, to lease out or lend out to a third party, pawn to a third party, or to burden otherwise on behalf of a third party. The customer is only authorized to sell or deliver the products, which belong to De NAF, to a third party, as far as this is essential in the customer's normal business routine.

11.4 The customer is obliged to the under ownership condition delivered products to stock carefully and recognizably as property of De NAF, and to ensure these for risks like fire, explosion, damage and theft. On the first request of De NAF the customer will all the rights on the involved insurer in this case cede to De NAF.

11.5 In case and as long as De NAF is the owner of the products, the customer will notice De NAF in writing when any part of the products are lost either damaged, or the products are caught up and/or on the other hand there is a claim on (any part of) the products. Furthermore the customer will on the first request of De NAF inform De NAF where the products, of which De NAF is the owner, are and is De NAF authorized to recall the goods from the customer, in which case the costs of the recall are fully on the expense of the customer, including the right of De NAF on a compensation of the other damages, costs and/or interests.

11.6 By possession, (temporary) moratorium of payment or bankruptcy the customer will immediately the possessing bailiff, the administrator or the curator, indicate on the rights of ownership of De NAF.

Article 12. Inspection and advertisement

12.1 The customer is obligated the products immediately after arrival on the destination or, in case this is earlier, after receiving by him self or in its task acting third, precisely to (do) inspect. This inspection serves place to find before assimilation, adaptation or further resale, by which of which client its law on

advertising losses and De NAF is not responsible for the direct then well indirect- and consequence damage resulting, a few things subject to the fixed in article 14.1 till and with 14.4. possible advertising over flaws at the products that are to blame on material or production mistakes, as well as differ in quantity, weight, composition or quality between the delivered products and the for that reason on the order affirmation and/or invoice given description, must be communicated within 8 days after arrival of the products in writing to De NAF. Flaws, which could not have been detected within the set term, must immediately after detecting and in every case within 14 calendar day after arrival of the products in writing be reported to De NAF.

12.2 After detecting any flaw the customer is obliged to suspend the use, the adaptation, assimilation or installation of the concerning products without delay.

12.3 The customer will all by De NAF for the investigation of advertising desired cooperation grant, among other things by giving De NAF the ability to start an investigation to the circumstances of adaptation, assimilation, installation and/or use. The customer needs to point out precisely the flaws per product. By undeserved petitions the customer is hold to compensate all the costs made by the investigation to De NAF.

12.4 The customer has no right to claim towards the products of which De NAF could have no control on the advertising.

12.5 The customer is not free to return the products, before De NAF has agreed to that in writing. The costs of returning the products are on expense of the customer and the products remain for his risk.

12.6 Flaws on a part of a set products, which are a part of a delivery that consists out of more parties give client only the right on decomposition of the entire agreement when by client maintenance of the remaining part of the agreement in reasonableness can be desired.

12.7 The customer is not in title of claims over flaws of products towards De NAF while the customer has not complied with direct opposite standing obligation towards De NAF.

12.8 In case the customer timely, correctly claims over flaws of a Product, out of that resulting liability for De NAF limits till in 13.1 described obligations, depending on the nature of the claim with regard to the remaining definitions in article 13.

Article 13. Guarantee

13.1 When timely, correct and similar to the definitions in article 12 is claimed and to the reasonable judgement of De NAF sufficiently has been indicated that the products do not work properly, De NAF will have the choice either to solidly repair the not solid appeared products or by return of the not solid appeared products to deliver free new products, or by giving the customer a reduction in consultation over the purchase price. De NAF will be for these named performances completely discharged of its guarantee obligations and De NAF will not be hold for further damages.

13.2 In case De NAF delivers the products to the customer which De NAF has obtained of her supplier, De NAF is never responsible for any further guarantee or liability to the customer then on which De NAF can claim on the supplier. For possible advertising the client him self needs to turn to the concerning supplier. On that De NAF will provide for the required information. Moreover De NAF will cede any possible claims of the supplier to the customer and will notice the customer about this assignment.

13.3 De NAF does not stand for recommendation or advices of the installation or the use of the products, neither does De NAF stand for advices or instructions of clients and their customers.

13.4 The products remain in complete risk of the client in case there are repairing activities performed by De NAF, unless the repairing activities were a consequence out of a faulty performance of De NAF and not in reasonableness of the customer can be expected that he insures the products for the above risks.

Article 14. Responsibility and warranty

14.1 De NAF is never responsible for any indirect damage of the customer or a third party, including immaterial damage, company- or environment damage.

14.2 De liability of De NAF towards the customer is, whatever the cause may be (by which a coherent series occurrences counts as one

occurrence), limited to the concerning contract sum (exclusive VAT) and maximized to the sum that which will be received of her business liability insurer. In case no contract sum can be indicated, De NAF's liability is also limited to the sum which they receive of her business liability insurer.

14.3 The liability limitations in part 1 and 2 remain outside the application insofar the concerning damage is caused by the intention or glaring mistake of De NAF or her most executive personnel or insofar as De NAF's liability results from the compelling applicable products liabilities law.

14.4 Accept in case of the glaring mistake or intention of De NAF or her most executive personnel the customer will protect De NAF for all claims of third party's, whatever the cause may be, out of compensation of damage, expense or interests, connected to the products, and/or resulting out of the use of the products, unless the customer reasonably can not make any false single reproach in relation to the damage.

Article 15. Obligation and responsibility of the customer

15.1 The customer will see that all the needed information for the activities of De NAF will be in time in De NAF's disposal and is responsible for the correctness and completeness of that.

15.2 The customer will all the possible applied mark and/or distinguishing not totally either partly remove or make them invisible.

Artikel 16. Dissolution

16.1 In case of (temporary) moratorium of payment, bankruptcy, stop or liquidation of the company of the customer, all the agreements with the customer of legally void will dissolve, unless De NAF the customer within a reasonable time (in occurring cases on longing of the administrator or the curator) informs observance to long to (a part of) the concerning agreement(s), in which case De NAF is authorized without any proof of default:

(a) To postpone the realization of concerning agreement(s) until the is enough certainty; and/or

(b) To postpone all her possible obligations towards the customer; One and another included De NAF's other rights under any agreement with the customer and without De NAF is held to any compensation.

16.2 In case the customer does not pays properly or within the time specified or otherwise in time fulfills any obligation as a result of any agreement, is the customer in omission and De NAF authorized without any proof of default or legal intervention:

(a) To postpone the realization of that agreement and the directly connected agreements until there is a specific certainty about the payment; and/or

(b) To dissolve the agreement and directly connected agreements totally or partly;

one or another including De NAF's other rights under which the agreement with the customer without De NAF being held to any compensation.

16.3 In case there is an occurrence as meant in part 1 or part 2 respectively all claims of De NAF on the customer and the meant claims on account of the concerning agreement(s) are immediately claimable and De NAF is authorized to take the concerning products back. In that case De NAF and her competent(s) are authorized to set food on grounds and buildings of the customer to claim products. The customer is obligated to take needed actions so that De NAF has the chance to implement her rights.

16.4 Subject to in case of a consumer purchase the appropriateness of article 6:278 BW expressly limited in case De NAF dissolves any agreement with the customer or otherwise pushes for a dissolve as meant in article 6:278 part 2 BW.

Article 17. Conveyancing of rights and obligations

17.1 It is granted for De NAF to carry over the rights and obligations out of any agreement to a third party. In case of carrying over an obligation of De NAF then De NAF needs to inform the customer about this and the customer has the right to dissolve the agreement. De NAF is not responsible for any compensations.

17.2 The customer is not authorized to carry over his rights and/or obligations to a third party, without writing prior approval of De NAF.

Article 18. Postponement, dissolutions- and the power of annulment by De NAF

18.1 In case De NAF based on circumstances which she knows and had to know, in all reasonableness intends to be able to practise lawfully a postponement-, power of dissolution and/or power of annulment, De NAF is not obliged to payment of legal interest, in case afterwards should come to the conclusion that she has not practised the intended rights lawfully.

Article 19. Services

19.1 This article contains specific definitions for by De NAF to perform services for the customer. As far as contrary, statement(s) in this article have a priority over other statement(s) in these General Sales Conditions.

19.2 De NAF guarantees:

(a) The by her or on behalf of her given services will be done in a skilled manner;

(b) For the duration of the agreement the by De NAF for the realization of the agreement to employ persons fulfill and will keep fulfilling to a possible closer agreed quality comparing to education, expertise and experience.

19.3 The customer will every time when the agreed services make it necessary timely access to and free disposal over all by De NAF needed means and facilities.

19.4 In case it turns out that the grant of the services (partly) can't be performed as a result of not fulfilled obligations towards De NAF or otherwise to the customer accountable circumstances, will these costs, calculated on the base of generally valid rates of De NAF, make up for that which The NAF has made in accordance.

19.5 In case the price being defined by subsequent calculation, can all the put in hours by De NAF by performing services, including travelling time, be charged including costs of materials as well as all costs in all reasonableness made by De NAF as a result of performing services. With subsequent calculation De NAF will specify all the hours and the costs on the concerning invoice.

19.6 Unless differently agreed the contract sum will be charged like followed:

- 30% at entering into the agreement;
- 50% at entering into the agreement activities;
- 20% at the (first) delivery of the result of the contracting activity or an earlier introduction of this.

19.7 In case the customer desires supplementation or modification on the agreed contracting activity which De NAF has to perform based on the agreement and De NAF is of the opinion that these achievements because of that are heavier or more extensive, is it a matter of extra work, which – with regard to the following part – separately can be charged to the customer, even if there already had been an agreement on the definite price.

19.8 In case De NAF is of the opinion that there is a matter of extra work then that will be noticed as soon as possible to the customer and inform them about the consequences of that for the price and the term in which De NAF could fulfill all her other obligations which are included in the agreement. The customer is expected to agree on the performance of the extra work and the to that linked costs and consequences, unless the customer objects to that within 8 days in writing to De NAF. De NAF can wait with the realization of the extra work until the customer assigns De NAF in writing.

19.9 The customer will provide De NAF every time when the agreed work makes that necessary access and free of charge disposal on all the by De NAF needed means and facilities.

19.10 To serve the customers, De NAF has the ability of filling up and closing cosmetic or chemical (liquid) preparation. The customer delivers the liquid filling. De NAF does not accept any responsibility for the quality of the liquid. Pharmaceutical preparation and/or medicine are not filled up by De NAF.

Article 20. Relevant right, information obligation and competent judge

20.1 On these conditions, as well as on all the agreements the Dutch law is applied. In relation with the agreement like meant in article 6: 247 part 2 BW there how ever is explicitly determined that section 3 title 5 of Book 6 BW stays out of enforcement.

20.2 Third party's do not join any agreement between De NAF and the customer based on a agreement of a third party condition in these conditions or the agreement. Article 6:254 part 1 BW is not applied.

20.3 In case the conditions are applied in an international relation with the customer, this one will inform De NAF directly about all definitions in these conditions which are not extortable in the country of the customer. Only before and by De NAF in writing recognized, if then De NAF will carry the reasonable costs for a possible needed investigation. The customer will, as far as he seems to declare to the specified in the first sentence of this part will not in or out of the right appeal on the possible not- enforceableness of such definitions and guard De NAF for any damage which could start, unless De NAF has refused to come up with costs as meant above.

20.4 As far as by the national or international legal rule not authoritatively is dictated, all the disagreements between the party's as the choice of the summonsed or requesting party is presented to a authorized judge of the court of Arnhem otherwise based on national or international legal rules of a authorized judge.

This panel choice condition is only on behalf of De NAF.

20.5 The suitability of:

- the agreement keeping a uniform law concerning the coming about of the international purchase agreements concerning "Roerende Lichamelijke Zaken" d.d. 01.07.1964;
- the agreement keeping a uniform law concerning the international purchase of "Roerende Lichamelijke Zaken" d.d. 01.07.1964;
- all on the base of these agreements set up (uniform) legislation in any country; and the Viennese purchase agreement 1980 (CISG); is expressly not a possibility.

Article 21. Final clause

21.1 In case a part of these general sales and delivery conditions of De NAF is invalid or reversed, then this will keep the other part of these conditions unimpeded. Instead of the reversed or invalid part in that case applies like agreed that which on a legally acceptable way is the nearest on which both parties would have agreed on, in case they would have known the invalidness or reversedness.

21.2 These general conditions are filed on 22 January 2004 at the "Griffie van de Arrondissementsrechtbank te Arnhem" under number 2004/3 and will be available for signature of the agreement for the customers otherwise will be send free of charge on request of the customer.