

GENERAL TERMS & CONDITIONS SUSTAINABLE DISPOSABLE TRADING B.V.

Clause 1 Scope of these conditions

These conditions govern any offer and any contract between Sustainable Disposable Trading B.V., with its corporate seat at Weesperstraat 118c, (1112 AP) Diemen, The Netherlands (hereinafter called: “SD Trading”) and any other party where SD Trading has declared these conditions to be applicable and in so far as parties have not expressly deviated from these conditions.

Clause 2 Offer

The offers made by SD Trading are non-binding and valid for two weeks, unless otherwise stated. SD Trading shall only be bound by an offer if it has confirmed an order on the basis of such offer in writing. If in the other party’s opinion the confirmation differs from his order, he shall state this within five days of the confirmation of the order, in the absence whereof the confirmation shall be binding between the parties. The prices stated in an offer are exclusive of VAT, unless otherwise stated.

Clause 3 Delivery

1. Unless otherwise agreed, delivery shall occur “ex warehouse”; transport costs, import duties, etc. shall be for the account of the other party. Delivery takes effect either by notice that the products to be delivered are ready for dispatch or by actual delivery to the carrier or the other party. The risk in respect of the products delivered transfers to the other party at the time of delivery. If it has been agreed that SD Trading will take care of the dispatch of the delivered products it shall be free in the choice of carrier and means of transport.
2. If the other party refuses to take delivery, the products shall be stored at the risk of the other party. In that case the other party shall be liable for any and all additional costs, including any costs of storage.
3. A waybill (*vrachtbrief*) signed by a carrier or the other party shall be proof between the parties that the products have been delivered in full and apparent good order to the carrier or the other party, unless defects have been expressly mentioned on the waybill.
4. In the case of products that have, at the request of the other party, a specific impression or (in)print, SD Trading shall be entitled to an over or under delivery of the number of these products of 10 per cent.

Clause 4 Term of delivery

1. A term of delivery agreed shall not be a fatal term, unless otherwise expressly agreed. In the event of overdue delivery the other party shall therefore give SD Trading notice of default.
2. In case of orders on call, the call by the other party shall be made no later than two weeks before the lapse of the ultimate date of delivery. If no term has expressly been agreed, the term between call and delivery will be four weeks. In the event of an overdue call by the other party SD Trading may extend the term of delivery by a corresponding period or deliver the products to the other party before the expiry of the term originally agreed or terminate the contract.
3. If no term of delivery is stated, the term of delivery shall be three months. If “immediately” or “ex stock” is stated as term of delivery, delivery shall take place within two weeks.

Clause 5 Partial deliveries

SD Trading may deliver products sold in partial deliveries. This does not apply if a partial delivery has no independent value. If the products are delivered in partial deliveries, SD Trading may invoice each partial delivery separately.

Clause 6 Quality requirements

1. The products to be delivered by SD Trading will meet the rules and regulations on quality requirements

issued by the European Union.

2. Any quality requirement demanded by the other party, which would exceed the rules and regulations of the European Union, should clearly be indicated by the other party and unequivocally accepted in writing by SD Trading.
3. In case the other party has the intention to sell the products delivered by SD Trading to end users outside the European Union, SD Trading does not take any responsibility for the products to meet any different rules and regulations on quality requirements valid for the country in which such end user is residing, unless the other party has clearly indicated any different quality requirements for that specific country and SD Trading has unequivocally accepted these different criteria in writing.

Clause 7 Samples, models and specimens

Where SD Trading has shown or supplied a sample, model or specimen, the latter is supposed to be shown or supplied by way of indication only: the qualities of the products to be supplied may differ from the sample, model or specimen, unless it was expressly agreed that the products to be supplied are to be exactly in conformity with such sample, model or specimen. Small deviations of colour, finishing, etc. shall not give rise to any claims.

Clause 8 Alternations in the products to be supplied

SD Trading may supply products that deviate from what has been agreed, if it concerns alterations in the products to be supplied, the packaging or accompanying documentation, required for satisfying statutory provisions applicable or if it concerns small alterations in the products representing improvements.

Clause 9 Pre-payment, suspension or termination of the contract

1. Amounts due by the other party to SD Trading will be immediately payable in the following circumstances:
 - a. if after the contract has been concluded SD Trading is informed of circumstances that give SD Trading good grounds to fear that the other party will not duly perform his obligations;
 - b. if at the time of concluding the contract SD Trading requested the other party surety for the performance and this surety is not given or is insufficient;
 - c. if it appears that the other party has supplied incorrect or insufficient information that is important for the fulfilment of the contract; and
 - d. liquidation, bankruptcy or suspension of payment of the other party.
2. In the cases mentioned in Clause 9.1 of these general conditions SD Trading may suspend the further fulfilment of the contract or terminate the contract with immediate effect, without prejudice to the other party's obligation to pay damages to SD Trading.
3. If in respect of third parties or materials that SD Trading uses or usually uses in the fulfilment of the contract, circumstances present themselves that are of such a nature that the fulfilment of the contract becomes burdensome or impossible and/or disproportionately costly to such an extent that fulfilment of the contract can no longer in fairness be required, SD Trading may also terminate the contract without being liable for any damages.

Clause 10 Force majeure

In the event of force majeure on the part of SD Trading the fulfilment of the contract will be suspended. If such suspension lasts longer than four weeks after the expiry of the term of delivery, either party may terminate the contract. Any performance already made by SD Trading in favour of the other party will be compensated in fairness by the other party. If such performance consists of deliveries, they shall be deemed to be partial deliveries. Force majeure will at any rate include strikes and circumstances that SD Trading does not obtain delivery of a performance by a third party required for the fulfilment of the contract. SD Trading may also invoke force majeure if a force majeure situation occurs after SD Trading should have performed its obligation.

Clause 11 Retention of title

1. The products supplied by SD Trading remain its property until the other party shall has performed all of the following obligations under all contracts concluded with SD Trading:
 - a. full payment of the consideration in respect of the products supplied or to be supplied;
 - b. full payment of the consideration in respect of the services provided or to be provided by SD Trading under any contract;
 - c. full payment of the sums due to SD Trading for any non-fulfilment by the other party of any contract.
2. The products delivered by SD Trading falling under the retention of title by virtue of Clause 11.1 of these general conditions may only be resold by the other party within the scope of his normal course of business. At any rate, the other party may not pledge the products, nor establish any other lien on them.
3. If the other party fails to perform his obligations or if there are good reasons to fear that this will occur, SD Trading may repossess these products subject to retention of title referred to in Clause 11.1 of these general conditions from the other party or from a third party holding the products for the other party or cause them to be taken away. The other party shall be obliged to render all assistance on forfeiture of a penalty of 10 percent of the total sum due for each day the other party withholds his assistance.
4. If a third party wishes to establish or exercise any right over the products supplied under retention of title the other party must inform SD Trading thereof as soon as reasonably may be expected.
5. The other party must at SD Trading's first request mark the products supplied under retention of title as SD Trading's property and assist in all reasonable measures that SD Trading is entitled to take to protect its ownership in respect of the products.

Clause 12 Intellectual property

1. Intellectual property rights to products and/or services supplied or made available by SD Trading, including illustrations on these products and/or services, printed matter, drawings, or models, remain entirely with SD Trading unless expressly agreed otherwise.
2. The right of use held by the other party does not extend further than use by the other party in accordance with the purpose for which the products and/or services were supplied on the basis of the contract.

Clause 13 Tests and times of complaints

1. The other party shall on delivery - or as soon thereafter as possible - inspect the products or cause them to be inspected. In doing so the other party shall check whether the products delivered are in conformity with the contract, such as:
 - a. whether the correct products have been supplied;
 - b. whether the products delivered are in conformity with the agreed quantity;
 - c. whether the products delivered satisfy the quality requirements agreed - and, in the absence of such requirements - the requirements that may be expected for a normal use and/or commercial purpose for these products.
2. If the other party observes visible defects or shortcomings, he must report this in writing to SD Trading within eight days after delivery.
3. Invisible defects must be reported by the other party to SD Trading within eight days after their discovery.
4. If a term for reporting defects or shortcomings would appear to lack validity it shall be replaced by the shortest term to be deemed reasonable.

Clause 14 Increase of prices

If SD Trading agreed to a specific price, SD Trading will remain entitled to increase such price in the event of increases in the prices of parts, wages and rates of exchange. If the price increase amounts to more than 10 per cent, the other party shall be entitled to terminate the contract.

Clause 15 Payment

1. Any invoice send by SD Trading has a payment term of no more than 30 days, unless otherwise stated. If payment has not been made within two weeks after the final payment date, the other party will be in default without any further formal notice; from that moment on the other party shall be obliged to pay interest over the amount payable in accordance with the interest rate as provided for in article 6:119a Dutch Civil Code.
2. Payments made by the other party shall always be deemed payments against, firstly, any interest and costs due and, secondly, invoices that have longest been outstanding, even though the other party states that the payment is in respect of a later invoice.
3. Counterclaims of the other party do not entitle him to suspend payment of invoices in respect of products supplies other than the one to which the counterclaim refers to or in respect to alleged defective deliveries of which no complaint has been made in writing within the term set.

Clause 16 Cost of collection

1. If the other party is in default in performing one or more of his obligations, all reasonable costs of obtaining payment in and out of Court on the basis of "Rapport Voorwerk-II" shall be for the account of the other party.
2. If SD Trading proves that higher costs have been incurred which in reason were necessary, also such costs shall be eligible for reimbursement.

Clause 17 Liability and limitation of liability

SD Trading shall only be liable towards the other party:

- a. for damages caused by lack of quality of the products supplied contrary to the provisions of Clause 6 of these general conditions;
- b. SD Trading shall furthermore only be liable if damages have been caused intentionally or due to gross negligence of SD Trading, its directors or staff;

SD Trading's liability shall vis-à-vis the other party in all cases be limited to the amount of the invoice of the products delivered.

Clause 18 Conversion

If any provision of these general conditions in respect of limitation of liability shall prove to have no validity between the parties, it shall be replaced by a minimal limitation of liability deemed reasonable.

Clause 19 Applicable law

Each contract between SD Trading and the other party shall be governed by Dutch law. Application of the United Nations Convention on Contracts for the International Sales of Goods is excluded.

Clause 20 Settlement of disputes

Any dispute between the other party and SD Trading shall in the first instance be settled by the District Court in Amsterdam, The Netherlands. However, SD Trading shall remain entitled to summon the other party before any other Court competent according to Dutch (international) law or any applicable international treaty.

Diemen, 1 July 2011