

GENERAL SUPPLY CONDITIONS

1. Definitions

1.1 These general supply terms and conditions of sale ("Conditions") govern the offering, sale and delivery of all goods and/or services (hereinafter jointly referred to as the "Product(s)") from or on behalf of Sigmascreening B.V (hereafter referred to as "Sigmascreening"), to the client ("Client") and apply to all transactions between Sigmascreening and the Client.

1.2 By contracting on the basis of the Conditions, the Client agrees to the applicability thereof in respect of all future dealings, even if this is not explicitly stated.

1.3 Sigmascreening explicitly rejects the applicability of any general terms and conditions of the Client.

1.4 The Conditions supersede any and all terms of prior oral and written quotations, communications, agreements and understandings of the parties in respect of the sale and delivery of the Products and shall apply in preference to and supersede any and all terms and conditions of any order placed by the Client and any other terms and conditions submitted by the Client.

1.5 No variation to the Conditions shall be binding unless agreed in writing between Sigmascreening and the Client.

1.6 Failure by Sigmascreening to object to the terms and conditions set by the Client shall in no event be construed as an acceptance of any of the terms and conditions of the Client.

1.7 Any electronic communication between Sigmascreening and the Client shall be effective as originals and shall be considered to be a "writing" between the parties. The electronic communication system used by Sigmascreening will serve as sole proof for the content and the time of delivery and receipt of such electronic communications.

1.8 The current version of the Conditions is available at www.Sigmascreening.com.

2. Quotations

2.1 All quotations made by Sigmascreening in whatever form are not binding to Sigmascreening and merely constitute an invitation to the Client to place an order. All quotations issued by Sigmascreening are revocable and subject to change without notice. Orders are not binding until accepted by Sigmascreening in writing (the "Confirmed Order"). Sigmascreening shall be entitled to refuse an order without indicating the reasons.

2.2 Each delivery shall stand as a separate transaction and any failure to deliver shall have no consequences for other deliveries.

2.3 Sigmascreening's offers are open for acceptance within a period stated by Sigmascreening in the offer or, when no period is stated, within thirty (30) days from the date of the offer. Sigmascreening is entitled to revoke any offer at any time before the receipt by Sigmascreening of the Client's acceptance thereof.

3. Agreement

3.1 The agreement ("Agreement") shall first be deemed to have become legally valid after Sigmascreening has confirmed the order in writing or has started the execution of the order.

4. Prices

4.1 The prices of the Products are exclusive any applicable taxes, (carrier) fees and duties, such as import duties, permits and licenses, freight or insurance which shall all be borne by the Client, unless otherwise agreed by Sigmascreening and the Client in accordance with article 7.1. All prices shall be in Euros, unless otherwise specified by Sigmascreening.

4.2 Unless the prices have been indicated as firm by Sigmascreening in the Confirmed Order, Sigmascreening is entitled to increase the price of the Products still to be delivered if the cost price determining factors have been subject to an increase. This includes any significant price increase of commodities. Sigmascreening shall notify any price increases or changes in conditions to the Client within one month prior to such increase or change becoming effective.

5. Payment

5.1 The Client shall make all payments to Sigmascreening in relation to any Products through a wire transfer to the bank account of Sigmascreening unless otherwise agreed. All payments shall be made without any deduction of any taxes. The Client shall not be permitted to set-off any counterclaim except to the extent that these counterclaims are uncontested by Sigmascreening and enforceable under Dutch law.

5.2 Sigmascreening is entitled to, without prejudice to any other rights of Sigmascreening, charge interest on any overdue payment at 2% (two percent) per month from the due date computed on a daily basis until all outstanding amounts are paid in full. All costs and expenses incurred by Sigmascreening with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, court costs and other expenses of litigation) shall be for the Clients' account.

5.3 Every payment made by the Client shall in the first place serve to pay the judicial and extra-judicial costs and the accrued interest and shall afterwards be deducted from the oldest outstanding claim regardless of any advice to the contrary from the Client.

5.4 Any complaint with respect to the invoice must be notified to Sigmascreening in writing within 20 (twenty) days after the date of invoice. Thereafter, the Client shall be deemed to have approved the invoice.

5.5 All deliveries of Products agreed to by Sigmascreening shall at all times be subject to credit approval of Sigmascreening. If in Sigmascreening's judgment the Client's financial conditions at any time does not justify production or delivery of the Products on the

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above payment terms under the Conditions, Sigmascreening may require a full or partial payment in advance or other payment terms as a condition to delivery, and Sigmascreening may suspend, delay or cancel any credit, delivery or any performance by Sigmascreening.

6. Cancellation

6.1 In the event the Client cancels an order for a Product, the Client shall pay within thirty (30) days thereafter, a cancellation charge in the amount of 10% of the total price for the cancelled order increased with any and all damages suffered by Sigmascreening as a result of such cancellation.

7. Delivery period, delivery, risk

7.1 Sigmascreening shall deliver the Products to the Client Ex works unless otherwise agreed. The term Ex works shall have the meaning as defined in the latest version of Incoterms published by the International Chamber of Commerce in Paris, France, at the time of the Confirmed Order (see www.iccwbo.org/incoterms).

7.2 All times or dates for delivery by Sigmascreening are estimates and shall not be of the essence. Delay in delivery of any Products shall not relieve the Client of its obligation to accept delivery thereof, unless the Client cannot reasonably be expected to accept such late delivery. The Client shall be obliged to accept the Products and pay the price specified in the Confirmed Order for the quantity of Products delivered by Sigmascreening.

7.3 Sigmascreening is entitled to arrange the time and method of dispatch at its discretion unless other instructions from the Client relating to this have been expressly accepted. Any costs arising out of storage because of late dispatch, which is attributable to the Client, shall be charged in full to the Client from the eighth day after our notification to Client that the goods are ready for dispatch.

7.4 The Client will give Sigmascreening written notice of failure to deliver and thirty (30) days within which to cure. If Sigmascreening does not deliver within such thirty day period the Client sole and exclusive remedy is to cancel the effected and undelivered portions of the Agreement.

8. Transfer of risk

8.1 The risk of the Products shall pass to the Client according to the applicable Incoterm (see article 7.1).

8.2 The title to the Products shall not pass to the Client and full legal and beneficial ownership of the Products shall remain with Sigmascreening unless and until Sigmascreening has received payment in full for the Products, including costs but not limited to interest, charges, and (legal) expenses.

8.3 In the event of termination on the basis of article 9, Sigmascreening shall, without prejudice to any other rights of Sigmascreening, be entitled to require immediate return of the

Products, or to repossess the Products, for which it may invoke a retention of title.

8.4 The Client shall include a provision equal to the wording of this article 8, in any agreement to be entered into with a third party in relation to the Products. If the Client fails to comply with this article 8.4, the Client shall be liable in full for any and all (in)direct damages, including but not limited to lost profits, lost savings, loss of goodwill, damage through business interruptions suffered by Sigmascreening in this respect.

9. Termination

Without prejudice to any right or remedy Sigmascreening shall have against the Client for breach or non-performance of the Agreement, Sigmascreening shall have the right to terminate the Agreement with immediate effect upon written notice:

(i) in the event that the Client defaults in the performance of any of its material obligations under the Agreement, including but not limited to failure to make any payment when due, and fails to remedy the same within 30 days of a written notice of the breach and requiring it to be remedied;

(ii) in the event the Client becomes or is deemed to be insolvent, discontinues its business, is unable to pay its debts, is subject of bankruptcy proceedings, enters into liquidation whether compulsory or voluntarily or has a receiver or administrator appointed over all or any part of its assets, enters into any arrangement or Agreement, or assignment with, or for the benefit of its creditors or any of them;

(iii) in the event the Client fails to abide any applicable rule of law; and

(iv) in the event the Client commits an act which damages or may in the opinion of Sigmascreening damages the intellectual property of Sigmascreening or any know how or goodwill associated therewith.

10. Inspection and complaints

10.1 Immediately upon receipt of the Products, the Client shall inspect the Products and shall notify Sigmascreening in writing within no more than 14 days of the receipt of the Products of any claims for shortages, defects or damages. Any further complaints about defects of what-ever nature must be reported in writing to Sigmascreening by the Client within no more than 14 days of the defect having been discovered at the risk of forfeiting all right to do so.

10.2 If any defect is discovered, the Client must immediately discontinue using the Products. The

Client will assist Sigmascreening in carrying out an investigation or will enable it to have an investigation carried out, if necessary on site, into the circumstances regarding the adaptation, processing, installation or use of the Products.

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10.3 The Client is not permitted to return the Products until Sigmascreening agrees to this in writing. The Client will continue to bear the risk of the Products until they are properly delivered or returned to Sigmascreening.

10.4 The warranty terms of Sigmascreening as referred to under article 11 shall apply.

10.5 The Client shall not be entitled to retain any payments in relation to the rejected Products.

10.6 The Client shall include a provision equal to the wording of this article 10, in any agreement to be entered into with a third party in relation to the Products. If the Client fails to comply with this article 10.6, the Client shall be liable in full for any and all (in)direct damages, including but not limited to lost profits, lost savings, loss of goodwill, damage through business interruptions suffered by Sigmascreening in this respect.

11. Warranty

11.1 Subject to the conditions set out below in this article 11, Sigmascreening warrants, in respect of the Products, that such Products will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period specified of 12 months from the date of delivery.

11.2 If in Sigmascreening's reasonable opinion, there is indeed a defect (non-conformity) to the Products, Sigmascreening has the right to either (i) replace the Products, or (ii) repair the Products in question or (iii) give the Client a discount on the price, to be determined in consultation. This guarantee solely covers the Products manufactured by Sigmascreening and will expire if: (a) changes have been made to the Products by parties other than Sigmascreening (b) the Products were installed or used in an incompetent manner or without due observance of the applicable statutory and other regulations and instructions for use; (c) the Products were used for purposes other than those for which they were intended.

11.3 The foregoing warranty is exclusive and in lieu of all other warranties, representations, conditions or other terms, expressed, implied, statutory, contractually or otherwise, including, without limitation, any warranty of merchantability, suitability or fitness for any purpose, or absence of infringement of any claim in any intellectual property right covering the Products.

12. Limited Liability

12.1 Sigmascreening's liability for any and all claims arising out of or in connection with the Products and the use thereof shall per occurrence be limited to direct damages of the Client and shall under no circumstances exceed the sales value of the defective batch of the relevant Product that is supplied to the Client.

12.2 Sigmascreening shall under no circumstances be liable to the Client or any other person for any kind of special, incidental, indirect, consequential or punitive damage or loss, cost or expense, including without limitation, damage based upon lost goodwill, lost sales or profit, delay in delivery, work stoppage, production failure, impairment of other goods or based on any other cause, and whether arising out of or in connection with a breach of a warranty, breach of contract, misrepresentation, negligence or otherwise.

12.3 The Client shall include a provision equal to the wording of this article 12 excluding the liability of Sigmascreening in the circumstances set out in this article 12, in any agreement to be entered into with a third party in relation to the Products. If the Client fails to comply with this article 12.3, the Client shall be liable in full for any and all (in)direct damages, including but not limited to lost profits, lost savings, loss of goodwill, damage through business interruptions suffered by Sigmascreening in this respect.

13. Indemnification

13.1 The Client shall indemnify Sigmascreening against any and all third-party claims in connection with or as a result of (i) any failure to perform in accordance with the Conditions and any agreement to be entered into by the Client and a third party regarding the Products; (ii) any violation of the law applicable to the Conditions and/or to any agreement to be entered into by the Client and a third party regarding the Products (iii) any (legal) act by the Client (including but not limited to any violation of the personal data protection act) in connection with the Conditions and/or any agreement to be entered into by the Client and a third party regarding the Products.

13.2 Additionally the Client shall indemnify Sigmascreening against any and all claims arising from third parties in connection with or as a result of (i) any failure to perform in accordance with the Conditions and/or any agreement to be entered into by the Client and a third party regarding the Products; (ii) any violation of the law applicable to the Conditions and/or any agreement to be entered into by the Client and a third party regarding the Products and (iii) any (legal) act by the Client (including but not limited to any violation of the personal data protection act) in connection with the Conditions and/or any agreement to be entered into by the Client and a third party regarding the Products.

13.3 Sigmascreening shall indemnify the Client against any and all third-party claims in connection with or as a result of (i) any failure to perform in accordance with the Conditions; (ii) any violation of the law applicable to the Conditions and (iii) any (legal) act by Sigmascreening (including but not limited to any violation of the personal data protection act) in connection with the Conditions.

14. Confidentiality

14.1 The Client acknowledges that all technical, commercial and financial data disclosed to the Client by Sigmascreening is

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confidential information of Sigmascreening. The Client shall not disclose any such confidential information to any third party and shall not use any such confidential information for any purpose other than as agreed by the parties and in conformance with the purchase transaction contemplated herein.

14.2 The Client shall include a provision equal to the wording of this article 14, in any agreement to be entered into with a third party in relation to the Products. If the Client fails to comply with this article 14.2, the Client shall be liable in full for any and all (in)direct damages, including but not limited to lost profits, lost savings, loss of goodwill, damage through business interruptions suffered by Sigmascreening in this respect.

15. Force majeure

15.1 Neither party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards the Client caused by any circumstance beyond its reasonable control, including, without limitation, laws and regulations, administrative measures, orders or decrees of any court, earthquake, flood, fire, explosion, war, terrorism, riot, sabotage, accident, epidemic, strike, lockout, slowdown, labour disturbances, difficulty in obtaining necessary labour or raw materials, lack of or failure of transportation, breakdown of plant or essential machinery, emergency repair or maintenance, breakdown or shortage of utilities, delay in delivery or defects in goods supplied by suppliers or subcontractors ("Force Majeure").

15.2 Upon the occurrence of any event of Force Majeure, the party suffering thereby shall promptly inform the other party by written notice thereof specifying the cause of the event and how it will affect its performance of its obligations under the Confirmed Order. In the event of any delay, the obligation to deliver shall be suspended for a period equal to the time loss by reason of Force Majeure. However, should a Force Majeure event continue or be expected to continue for a period extending to more than 60 (sixty) days after the agreed delivery date, either party is entitled to cancel the affected part of the Confirmed Order without any liability to that party

16. Waiver

16.1 The failure on the part of either party to exercise, or any delay in exercising, any right or remedy arising from the Agreement shall not operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy arising therefrom preclude any other or future exercise of any other right or remedy arising from the Agreement or from any related document or by law.

17. Invalidity

17.1 If any provision of the Conditions is or is held to be invalid or unenforceable, then so far as it is invalid or unenforceable it has no effect and is deemed not to be included in the Conditions. This shall not invalidate any of the remaining provisions of the Conditions. The parties shall use all reasonable endeavours to replace the invalid or unenforceable provision by a valid provision, the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

18. Place of fulfillment, applicable law, competent court

18.1 The Conditions shall be governed by and constructed in accordance with the laws of the Netherlands solely.

18.2 All disputes arising out of or in connection with the Conditions shall in the first instance be settled by the competent court in Zutphen, the Netherlands.