

GENERAL TERMS AND CONDITIONS

of the private limited company **UP International b.v.**

with its registered office in Rotterdam and its principal place of business in Waddinxveen.

Filed at the registry of the Court in Rotterdam under no. 73.2005

Chamber of Commerce number 29043547

General

Article 1.

1. Unless otherwise agreed in writing, the present terms and conditions shall apply to all offers, requests, communications and agreements of the private limited company UP International b.v., as well as all (joint) trade names registered with the Chamber of Commerce under UP International b.v., hereinafter to be referred to as: UPI, including the execution thereof;

2. Deviating conditions shall only be binding on UPI if they have been explicitly agreed in writing and on an incidental basis by the UPI Board of Directors.

3. In the event of a conflict between the General Terms and Conditions and corresponding conditions, including Purchasing Conditions of the purchaser and General Terms and Conditions of the client, the General Terms and Conditions of UPI will exclusively apply, unless otherwise agreed and confirmed in writing by the UPI Board of Directors.

Offers

Article 2.

1. Offers, in whatever form, and the information contained in UPI publications are entirely without obligation and are revocable. Information from printed matter, provided by UPI, is subject to change, without UPI being obliged to give notice thereof.

2. The prices quoted by UPI are exclusive of VAT, exclusive of freight and any delivery costs, unless it concerns a delivery with a value in excess of € 750.00. Shipments with a value in excess of € 750.00 shall be sent carriage paid within the Netherlands. The costs of express shipments and on-time deliveries shall be borne by the buyer. UPI reserves the right, without giving reasons, to send ordered goods cash on delivery. Contrary to the General Terms and Conditions, in the case of deliveries to Germany, an order with a value in excess of € 1000.00 will be delivered carriage paid.

3. All time limits quoted in the offer have only been set for the benefit of UPI and can be regarded as firm deadlines for the purchaser. An offer is always revocable before acceptance, even if it contains a time limit. All dates given by UPI should be deemed to be target dates only.

Prices

Article 3.

1. Agreed prices are based on exchange rates and the costs of materials, transport, wages, taxes and levies, import duties and other price-determining factors, applicable on the day the agreement was concluded.

2. UPI shall at all times be entitled, even after the order confirmation or insofar as it refers to the offer with regard to the price, if any increase in price-determining factors as referred to in the first paragraph of this Article occurs prior to delivery, even if this occurs as a result of circumstances foreseeable or unforeseen at the time the agreement was concluded, to adjust the prices without prior notice. If the stipulated price is increased within three months of the conclusion of the agreement and the purchaser

is a natural person who is not acting in the course of his business or profession, the purchaser shall be entitled to dissolve the agreement in that case. UPI shall inform the purchaser of this price increase as soon as possible with a breakdown. The payment of any price increase pursuant to this Article shall take place at the same time as that of the principal sum or the last instalment thereof, respectively.

3. The provisions of paragraph 2 also apply if the price changes referred to therein occur at a supplier, as a result of which the supplier adjusts its price vis-à-vis UPI.

Formation and content of the agreement

Article 4.

1. An agreement shall only be concluded by written confirmation by the UPI Board of Directors and/or employees who hold a power of attorney for that purpose as evidenced by the Commercial Register. Any additional agreements or amendments made at a later date shall only apply if the UPI Board of Directors has confirmed these in writing and the purchaser does not object to these in writing.

2. The date on which the agreement was concluded shall be the date on which the confirmation is sent. A delivery note or invoice sent by UPI is also considered to be confirmation of the purchase agreement which includes the goods stated on the delivery note or invoice.

3. Arrangements with or communications from UPI subordinate staff are not binding on the latter insofar as they have not been confirmed by UPI in writing. All employees who do not hold a power of attorney according to the Commercial Register are deemed to be subordinate staff in this respect.

4. The purchaser is bound by its order and shall be obliged to compensate UPI for any damage - costs already incurred, loss of profit, loss of interest and the like - resulting from the alteration and/or cancellation of the order, irrespective of the reason - including force majeure - for the alteration and/or cancellation, irrespective of UPI's acceptance thereof. The aforementioned loss of profit is deemed to amount to at least 15% of the purchase price. UPI reserves the right to prove and claim a higher amount of loss.

Delivery

Article 5.

1. Unless explicitly agreed otherwise, an agreed delivery period is only approximate. UPI is not liable for deviations from stated delivery periods, for whatever reason, and the purchaser is therefore obliged to accept the purchased goods even in the event of deviation from the delivery period. Exceeding the delivery period shall never give the purchaser the right to compensation, dissolution or conversion of the agreement or to not fulfil any obligations arising from this agreement.

2. Any contractual penalty explicitly stipulated for exceeding the delivery period shall not be due if the delivery period being exceeded is the result of force majeure.

3. The delivery period has been set in the expectation that work can be carried out as at the time of the offer and on the assumption that the necessary materials shall be delivered by third parties on time.

4. A delivery period, without prejudice to the provisions of paragraph 1 of this Article, only commences after the itemised order has been accepted by UPI in writing, all of the information necessary for the execution is in UPI's possession in writing, and if partial or full payment in advance has been stipulated, after this is in UPI's possession unless explicitly agreed otherwise in writing.

5. Every agreement is entered into by UPI on the condition that the purchaser appears to be sufficiently creditworthy. UPI is entitled to require the purchaser to provide sufficient security to cover its obligations

to UPI to the satisfaction of UPI. UPI is entitled to suspend the execution of the agreement until the required security has been provided.

6. Delivery is deemed to have taken place when the goods leave UPI's or its supplier's warehouses for shipment to the address indicated by the purchaser.

7. In the event of a purchase and delivery agreement, if part of the order is ready, UPI is free to deliver this part or to wait until the entire order is ready. In the event of partial delivery, the purchaser is obliged to pay the relevant invoices in accordance with the provisions of Article 8.

8. If it has not been explicitly agreed that delivery shall take place from stock, UPI has the right to deliver from third party stock. With regard to the dimensions, colours, weights and other properties of all materials, UPI always reserves the normal leeway that is customary at the manufacturer in charge of the manufacture.

9. The quantity of product delivered by UPI is deemed to be sufficiently in accordance with the agreed quantity if the difference between the quantity delivered and the agreed quantity is less than 3%.

10. Deviations in colour and other properties, which fall within the margins accepted in the industry for the product concerned, or which are technically unavoidable, do not constitute an attributable shortcoming for UPI. If defects occur in a part, smaller or equal to 3% of the delivered goods, UPI shall not be considered to have failed imputably in the fulfilment of the agreement.

Risk

Article 6.

1. After leaving the warehouses of UPI or its supplier the goods to be delivered are for the purchaser's risk. The purchaser is liable for all damage caused with or to those goods during the transport of the goods, including but not limited to fire and water damage, theft and embezzlement. The purchaser must take out adequate insurance against said risk. UPI is entitled to demand proof of the insurance referred to in the previous sentence from the purchaser prior to handing over goods of which it has reserved ownership pursuant to Article 12.

Payment

Article 7.

1. Payment must always be made without discount or setoff within fourteen days after the invoice date at the offices of UPI or a third party to be designated by UPI. UPI nevertheless reserves the right to only deliver to certain purchasers subject to a shorter payment term. UPI is entitled to demand additional security from the purchaser for payment of the agreed price if it deems it desirable to do so.

2. If the payment term is exceeded, the purchaser shall owe UPI default interest of 2% per month or part thereof on the entire invoice amount from the due date. All judicial and extrajudicial costs associated with collection shall be borne by the purchaser. The extrajudicial costs are set at a minimum of 15% of the amount to be collected plus VAT with a minimum of € 600.00 and are payable at the time the claim is handed over for collection.

3. Discounts for cash or early payment will not be granted, unless explicitly agreed in writing. In addition to the principal sums in respect of deliveries, the extra costs and interest described in the terms and conditions as referred to in this Article, UPI is entitled to claim from the purchaser all costs caused by failure to fulfil the obligation.

4. In the event of non-payment of an amount due, suspension of payment, application for suspension of payment, bankruptcy or liquidation of the purchaser, or if movable or immovable property of the

purchaser is seized, UPI shall have the right to terminate the agreement or that part of the agreement that was yet to be executed on that date, without judicial intervention and without being obliged to pay any compensation, to cancel and to not perform work if it has not yet been carried out, or to reclaim the goods not yet paid for, without prejudice to UPI's right to compensation for failing to fulfil the obligation and UPI's right to convert the agreement into an agreement for alternative compensation in the event of default. In the cases referred to above, every claim UPI has against the purchaser is immediately due and payable.

Complaints and liability

Article 8.

1. Any complaint regarding incomplete or incorrect delivery or defects must be clearly described and substantiated in writing immediately, but no later than within five days after delivery. In the absence of a complaint within the specified period, the goods shall be deemed to have been unconditionally accepted.

2. If appears that UPI has failed imputably in the execution of a purchase agreement, the obligation to pay compensation shall be limited to repairing, replacing, taking back against payment of the purchase price or reimbursing the goods delivered by UPI. If the goods are to be replaced or taken back, UPI is entitled to first require the purchaser to hand over the goods delivered. All liability for consequential damage is excluded, including all damage suffered by the purchaser as a result of infringement or alleged infringement of the intellectual property rights of third parties. The aforementioned damage includes, among other things, costs relating to defence in and out of court, costs of settling claims, of storage and transport of goods and interference by (staff members and executives of) the purchaser.

It is at the discretion of UPI whether it shall repair or replace the delivered goods or reimburse the purchase price. All shipping costs are for the other party's account.

Defects which occur more than six months after delivery or which only become apparent then, or which are the result of incorrect use of the item, can never be considered as an attributable shortcoming on the part of UPI.

Inflatable items, in the broadest meaning of the word, never qualify for replacement, repair or compensation unless there is a structural quality problem.

Submitting a complaint does not release the purchaser from its obligations towards UPI, nor does the purchaser have the right to suspend these obligations.

Joint and several liability

Article 9.

All that which - payment or otherwise - UPI is entitled to with respect to the obligations arising from any purchase agreement or these terms and conditions, nothing excepted, is jointly and severally owed by the owner, director or whoever has power of disposition over the goods, regardless of whether they have given the orders to UPI to supply goods or services in their own name and/or for their own account, or for the account of third parties, on the understanding that performance by one of them frees the other.

Force majeure

Article 10.

1. Without prejudice to the other rights to which it is entitled, if UPI is prevented by force majeure from executing the agreement or executing it on time, UPI has the right to suspend the execution of the agreement or to dissolve the agreement in whole or in part by means of a written statement, at the discretion of UPI, without UPI being obliged to pay any compensation or otherwise. This does not affect the purchaser's obligation to pay for what has already been delivered and the costs already incurred.

2. For this purpose force majeure is understood to mean every circumstance beyond UPI's control - even if this could already have been foreseen at the time the agreement was made - as a result of which the fulfilment and/or timely execution of the agreement can no longer be demanded by the purchaser in all reasonableness and fairness, including in any case war, revolution, danger of war, civil war, riots, strikes, workers' lock-outs, transport difficulties, fire and/or disruptions in UPI's business or in that of one or more of its suppliers, delayed delivery of materials, raw materials, auxiliary materials or parts ordered on time, flooding, storm, whirlwind, hail, rain, fog, frost, snowfall, black ice, traffic disruption, interruption of the supply of energy or drinking water and government measures.

Retention of title and transfer of ownership

Article 11

1. All goods delivered remain the property of UPI until the purchaser has fulfilled all its obligations in relation to the agreement in question or related obligations towards UPI. Until such time the purchaser is deemed to have the goods on loan from UPI. It may therefore not mix, process, sell, pledge or deliver the delivered goods. It is deemed to keep the goods for UPI only free of charge, so that UPI remains not only the owner but also, through it, the possessor of the goods.

2. UPI is irrevocably authorised by the purchaser to take possession of the goods delivered by UPI without any notice of default in the event of non-performance or defective performance.

Contrary to these General Terms and Conditions, the following additional terms and conditions apply:

For deliveries to Belgian customers, the SPECIFIC RESOLUTIVE CLAUSE applies. "In the event of non-payment on the due date, the sale may be considered to be null and void by us by operation of law and without notice. The goods remain the property of the seller until the price has been paid in full. All risks are for the purchaser's account. The advances paid shall be retained by the seller to compensate for possible losses in the event of resale".

For deliveries to German customers, the EXTENDED RETENTION OF TITLE applies:

1. The goods delivered shall remain our property until all our claims arising from the relevant agreement or future claims, on any legal basis whatsoever, have been settled in full.

2. Within the framework of its normal business operations, the customer is entitled to process our products or to mix them with other products. With regard to the objects created by processing or mixing, we shall acquire co-ownership as security for the claims referred to under number 1, which the customer assigns to us now. The customer shall hold on to the goods on which our co-ownership rests free of charge. The extent of our co-ownership shall be determined by the ratio between the value of our product and that of the object created by processing or mixing.

3. We give the customer permission to resell these objects within the framework of the normal course of business. This permission may be revoked.

This right shall lapse if the customer ceases to pay. The customer already now assigns to us all claims and additional rights due to it from resale. The assigned claims shall serve as security for all claims referred to under number 1. The customer is authorised to collect the assigned claims insofar as we have not revoked this authorisation. The authorisation to collect shall also lapse without express revocation if the customer ceases to pay. At our request, the customer shall immediately inform us in writing to whom it has sold the goods and what claims have arisen for it as a result of this sale. At the same time, it must have sworn deeds publicly executed at its expense in connection with the assignment of its claims.

4. The customer is not entitled to otherwise dispose of the goods to which our retention of title or co-ownership applies, nor of the claims assigned to us.

The customer shall immediately inform us of any seizures of or other legal constraints on the objects wholly or partially owned by us.

5. We shall at all times be entitled to demand surrender of the goods belonging to us if the customer is in default of payment or if its financial situation deteriorates substantially.

If we exercise this right, without prejudice to other mandatory statutory provisions, we shall only be entitled to dissolve the agreement if we explicitly declare this to be the case.

6. If the value of our securities exceeds the total amount of our claims by more than 20%, we shall release securities of our choice at the customer's request.

Applicable law and disputes

Article 12.

All agreements concluded by UPI, as well as the obligations arising therefrom, are governed by Dutch law. All disputes arising from or in connection with these terms and conditions and the legal relationships arising between the parties will in the first instance be adjudicated exclusively by the competent court in Rotterdam, unless UPI prefers to apply to the competent court at the purchaser's domicile or place of business or to another competent court.