



GENERAL PURCHASE CONDITIONS SCM - TDC 2011
Sluis Cigar Machinery B.V. (SCM), also trading under the name of
Technical Development Corporation (TDC).

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1. Definitions

Change of Control: the sale of all or substantially all the assets of the Supplier; any merger, consolidation or acquisition of the Supplier with, by or into another corporation, entity or person (other than a wholly-owned affiliate or subsidiary); or any change in the ownership of more than fifty percent (50%) of the voting capital stock of the Supplier in one or more related transactions.

Client: Sluis Cigar Machinery B.V., also trading under the name of Technical Development Corporation.

Goods/Items: The goods, products, materials, liquids, equipment, models, software and leased or stored items to be supplied and all corresponding documentation, as specified in the purchase order.

Supplier: the legal or natural person entering into an agreement with the Client.

Services: The services to be provided, the results thereof and/or all corresponding materials as specified in the purchase order.

Working day: means a day on which the banks in Amsterdam are open for business, excluding, however, Saturdays and Sundays and public holidays in the Netherlands.

2. General

a. Unless otherwise expressly agreed in writing, the present General Purchase Conditions apply to all offers and deliveries made to the Client and to all agreements entered into with the Client for the supply goods and services.

b. The Client explicitly rejects any terms of delivery used or referred to by the Supplier.

c. Offers by suppliers are irrevocable.

d. Any forms of the Supplier used serve purely practical purposes and will not affect the application of the Client's Purchase Conditions.

e. In case one or more of the provisions set forth in these General Purchase Conditions shall, for any reason, be held to be invalid, or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions of this document shall not in any way be affected or impaired thereby.

3. Orders and changes

a. Orders to deliver, any changes in such orders or any oral agreements will be binding only if confirmed in writing by the Client.

b. The Supplier will inform the Client well in advance of any changes to goods or parts of goods or changes in the services or performance of services, including material, raw materials and/or any other changes that may affect the specifications of goods or services, and will allow the Client to check and test the goods and services.

c. The Client is at all times entitled to give written notification of changes in the amount and/or quality of the goods and services to be supplied.

d. If the Supplier believes that such a change has consequences for the agreed fixed price and/or the delivery time, the Supplier must, before carrying out the change, notify the Client of this in writing as soon as possible and no later than 3 Working days after the notification of the required change. If the Client believes these consequences for the price and/or delivery time are unreasonable, the parties will hold consultations.

4. Transfer of obligations

Supplier may not assign or transfer, by merger, operation of law, or otherwise, any of Supplier's obligations or any right or duty to a third party without the prior written consent of the Client. For the avoidance of doubt, any Change of Control shall constitute an assignment of this Agreement.

5. Prices

All prices are fixed and stated exclusive of turnover tax and inclusive of proper packaging, insurance and transport costs, levies, duties and all other costs. Any price increases taking effect after the agreement has been entered into are and will be for the Supplier's account.

6. Delivery and transport

a. Unless specifically agreed otherwise in writing the delivery of the goods, materials, results and so on will be DDP in accordance with the Incoterms 2010.

b. The agreed time of delivery is of the essence ("*fatale termijn*"). If delivery is not made on time, the Supplier will be in default without any further notice of default being required. The Supplier must notify the Client immediately of any actual or potential delay.

c. Any transport of goods to or from a storage place that may be part of the services must comply with the provisions of the convention with regard to the mode of transport.

7. Packaging and identification

a. All goods to be delivered must be properly crated, bundled or otherwise packed in accordance with the specifications in the purchase order; or, if not specified, in accordance with the customary commercial packaging for this type of deliveries.

b. Each delivery must include a packing slip. This packing slip must state the order number, position number, article number, article description and the quantity delivered in conformity with the purchase order.

c. All packages must be clearly identified in accordance with the applicable legislation and in any event state the country of origin, weight, the name of the supplier, order number, any applicable serial numbers and the packaging and shipment symbols.

d. If the delivery is made by a party designated by the Client, the Supplier must ensure that the delivery receipt is transferred to the Client in good time. All transport documents must refer to the order number.

e. The Client is not obliged to pay extra costs for packing, marking or identification, unless these are stated in the purchase order. All costs and penalties resulting from improper packaging or marking will be for the Supplier's account. Any costs or penalties paid by the Client will be deducted from the amount owed to the Supplier.

8. Place of delivery

a. Delivery will be made to the agreed place and at the agreed time, in accordance with the applicable Incoterms DDP (Delivered Duty Paid).

b. The Client has the right to postpone the delivery. The Supplier will then separately and identifiably store, preserve, secure and insure the properly packed goods at the Supplier's expense.

9. Invoicing and payment

a. The Supplier will invoice after full delivery of goods, devices, machinery and/or services.

b. Each invoice will state (a) the order number, (b) the position number for which payment is to be made, (c) the project number for each position, (d) the total price per position and (e) a separate line stating freight charges if it has been agreed that the Client will pay these charges. A copy of the delivery note must in that case be provided. Any discounts must be specified in each invoice.

c. Payment of the invoice, including VAT, will be made within 60 days of receipt of the invoice and approval of the goods and/or services delivered and any installation or assembly thereof by the Client.

d. If the Client and the Supplier have agreed that the Client will make a down payment, the Supplier must provide a bank guarantee in the amount of the down payment if requested by the Client.

e. The Client is entitled to suspend payment if it identifies a defect in the services and/or goods provided or in any installation/assembly thereof.

f. The Client has the right to reduce the amount of the invoice by amounts owed by the Supplier to the Client or its affiliated companies. The Supplier is not entitled to postpone its obligations if an invoice is disputed.

g. Payment by the Client does not in any way constitute a waiver of rights.

10. Rejection – Approval

a. The Client is at all times entitled to inspect goods and services or to have such inspected both during the production, processing, storage and execution, and after delivery.

b. If requested, the Supplier will grant the Client or its representative access to the place of production, processing or storage. The Supplier will assist in the inspection free of charge.

c. If an inspection as referred to in this Article cannot take place at the intended time through the actions of the Supplier or if an inspection has to be repeated, the ensuing costs will be for the Supplier's risk and account.

d. If the goods or services delivered or provided are rejected, the Supplier will ensure repair or replacement of the goods or services within 5 working days. If the Supplier fails to meet this obligation within the term specified in this Article, the Client will be entitled to purchase the required goods or services from a third party, or take measures or have measures taken by a third party at the Supplier's risk and account, such without prejudice to the Client's right to compensation. Services will be deemed to be accepted only by written confirmation to that effect by the Client.

e. If the Supplier does not take back rejected goods within 30 days, the Client will have the right to return the goods to the Supplier at the Supplier's expense.

f. Inspections by the Client will not discharge the Supplier from its obligations arising from these Purchase Conditions and other agreements made with the Client.

11. Provision of items

a. Items, such as but not limited to models, molds, test materials, drawings and know-how, made available by the Client for the performance of an order to the Supplier will remain the property of the Client under all circumstances.

b. The Supplier must mark these items in such a manner that identification of the items as being the property of the Client is and remains possible at all times.

c. The Supplier is liable for any damage – of whatever nature – to or by these items. The Supplier must keep these items in good condition and insure them, at the Supplier's own expense, to the satisfaction of the Client. These items must be returned to the Client carriage or postage paid, unless expressly agreed otherwise, immediately after the last delivery or as of the moment they are not being used anymore to be determined by the Client, whichever moment comes first.

d. The Supplier is not allowed to use these items or the know-how provided or to have them used or cause them to be used by third parties for or in connection with any purpose other than performance of the order(s) for the Client.

12. Warranty

a. The Supplier expressly warrants that all goods delivered will be suited for the purpose for which they are intended, and that all items and services, parts,

installations and all other activities performed will be in accordance with all applicable laws and regulations and correspond with the agreed specifications, drawings, models and so on, and that the intended result, as evidenced by the purchase order, will be achieved. The warranties extend to the Client and its customers.

- b. If required, the Supplier will submit all certificates and attestations for the materials referred to in the purchase order, including those supplied by third parties.
- c. If the Client discovers, within 12 months after putting into commercial use the end product of which the goods delivered are part, that the agreement has not been performed in accordance with the warranty referred to in (a), the Supplier will provide the necessary replacements and/or repairs, free of charge to the Client, at a location and time to be designated by the Client.
- d. Normal wear and tear will be taken into account when assessing the results.
- e. The Client has the right to withhold an amount, to be equitably determined, from the purchase or contract price until all requirements regarding the delivery have been met.
- f. Repaired or replaced items, or parts thereof, will be warranted for a further period of 12 months after the repair or replacement date.
- g. The warranty period will be extended by any period(s) during which the items were out of operation.
- h. If the Supplier remains in default, the Client will determine the costs of repair and deduct these amounts from the next payment, without prejudice to the Client's other rights.
- i. The Supplier will remain liable for all damage sustained by the Client as a result of any hidden defect, regardless of the time at which this hidden defect is identified.

13. Documentation

- a. The Supplier is obliged to instruct the Client adequately and in good time on how the Client should use the items and services. The Supplier must also provide the Client with the appropriate documentation prior to or simultaneously with the delivery.
- b. The Client is free to use this documentation in any way, including making multiple copies thereof for its own use.

14. Liability

- a. In the event of an attributable shortcoming on the part of the Supplier, the Supplier will be in default without any further notice of default being required.
- b. The Supplier is liable for any damage that may result in connection with the performance of obligations arising under the agreement.
- c. The Supplier indemnifies the Client and its affiliated companies, including its managing directors and employees, against all financial consequences and claims by third parties connected in any way with the performance of obligations arising under the agreement. The Supplier will compensate the Client and its affiliated companies, including directors and employees, (hereinafter jointly referred to as "the Indemnified Parties"), for all and any damage, loss, injury, costs and claims sustained or incurred by or imposed on the Indemnified Parties, or resulting from or related to the agreement, the performance thereof, and the use or sale of the items or the use of the services by the Client, its affiliated companies or any third party, insofar as the damage, loss, injury, expenses, costs, penalty, punishment or claims do not result from willful misconduct or gross negligence on the part of the Client or entities affiliated to the Client.
- d. If requested by the Client, the Supplier must arrange insurance to cover the risks. At the Client's request, the Supplier must allow the Client to inspect the relevant policy.
- e. The Client will not be liable in any circumstances for any damage arising from the agreement.
- f. The statutory interest on amounts paid by the Client in advance will be deducted from invoices payable by the Client for the period of the default.

15. Intellectual property

- a. The Supplier warrants that the goods and services to be provided to the Client do not infringe any rights whatsoever of third parties and indemnifies the Client against any claims made against the Client in that respect.
- b. The Supplier will compensate the Client for any damage, interest and costs resulting from any infringement of third-party rights.
- c. All discoveries, inventions, ideas and documents resulting from the performance of the agreement are or will become the property of the Client. If the Supplier is of the opinion that an invention is patentable, it will inform the Client of this as soon as possible. The Supplier will – if applicable – fully cooperate in transferring such intellectual property rights to the Client.

16. Confidentiality

- a. The Supplier will observe absolute confidentiality towards third parties regarding all information that comes to its attention under the agreement in respect of any possible business matters. This includes but is not limited to details of regulations, models, drawings, schedules, designs and the like.
- b. The Supplier is not allowed to disclose the existence of the agreement to third parties in brochures, advertisements or in other media or letters and so on without the Client's prior written consent.
- c. If requested, the Supplier and its employees will sign a separate confidentiality agreement. If a confidentiality agreement has been signed, the provisions of this confidentiality agreement will prevail in the event of any conflict between the agreement and these General Purchase Conditions.

17. Termination and suspension

- a. The Client is entitled to suspend fulfilment of its obligations in whole or in part and to terminate the agreement with immediate effect, without prejudicing its right to compensation and without any obligation to compensate the Supplier, if: (1) the Supplier stops paying its debts, is granted a moratorium or files a petition to that effect, is declared bankrupt or insolvent, terminates or suspends all or a substantial part of its activities, or finds itself in a similar situation; (2) any licenses or permits are terminated or revoked; or (3) an attachment is levied on some or all of the business assets or items designed to be used in performance of the agreement; or (4) in the event of non-

compliance with regulations pertaining to import, export or restrictions on the use of chemical substances or provisions pertaining to health, safety, the environment and security; (5) non-approved changes in accordance with Article 3 or (6) any failure by the Supplier to fulfil its obligations under this agreement or any other agreements with and arising from this agreement with the Client.

- b. Without prejudice to any of its rights, the Client may terminate the agreement in whole or in part with immediate effect if the Supplier or a subordinate or representative offers or provides any benefit to any person in the Client's business or any of the Client's subordinates or representatives.
- c. After termination as referred to in Articles 17 a. and b. the Client is allowed to return all or part of goods and/or services received in return for repayment and transfer of title to the Supplier.
- d. The Client may notify the Supplier in writing at any time that it wishes to terminate an agreement to which these General Purchase Conditions apply. Such termination will come into force on the date referred to in the written notification, but no earlier than 5 days after the Supplier receives the notification. As soon as the Supplier receives the notification, the Supplier will stop work in accordance with the provisions of the notification, will place no further orders and will not enter into any extra obligations with subcontractors for material, machinery and services relating to the terminated agreement. In addition, the Supplier will – insofar as possible – terminate all outstanding orders and subcontracts. After the termination the Supplier will deliver all products that have been paid for, including those not yet finished. The Client may terminate this agreement without being required to pay any amount to the Supplier. Under no circumstances will the Client be liable to the Supplier for overheads that have not been covered or lost profits on terminated work. The Client will have no further obligations to the Supplier in respect of the terminated work.

e. Termination of the agreement, for whatever reason, will not affect rights and obligations that expressly or by their nature or contents create continuing obligations, such as representations, warranties, obligations pertaining to confidentiality, intellectual property rights and rights and obligations arising during the term of the agreement.

18. Statutory provisions

- a. The Supplier and its employees, together with any third parties engaged by the Supplier, must observe all statutory regulations pertaining to employment law, health, safety and the environment.
- b. Operating instructions and regulations in the field of health, safety and the environment must also be observed. If requested, the Supplier will immediately be provided with a free copy of any such instructions and regulations.
- c. The Client is entitled, but not obliged, to check whether the Supplier is acting in accordance with the above instructions.

19. Property right and security

After delivery at the agreed location the title to the Goods, materials, results and so on, which are part of the services will pass to the Client. If the Client makes a full or partial pre-delivery down payment on some or all of the goods to be supplied, the Client will become the owner of the goods through payment. The risk of loss or damage will, however, pass to the Client only upon delivery of the goods to the Client.

20. Conversion

- a. If any provision in these General Purchase Conditions is unable to be invoked on the grounds of, for instance, reasonableness and fairness or its unreasonably onerous character, a corresponding meaning coming as close as possible to the original provision in terms of content and purport will be attributed, such that the provision can be invoked.
- b. If any part of these General Purchase Conditions is void or voidable, this will not affect the validity of the remaining part of these General Purchase Conditions.

21. Disputes

- a. Any dispute, including those considered as such by one party only, will be submitted for resolution to the competent civil court in Zwolle, the Netherlands.
- b. All agreements entered into and any offers and deliveries made under these General Purchase Conditions will be governed solely by Dutch law, to the exclusion of any rules of international private law that would result in application of the law of another state. The United Nations Convention on Contracts for the International Sale of Goods as concluded on 11 April 1980 (Vienna Sales Convention) does not apply.