

**General terms and conditions of
Commodity Inspection Services BV
established in Rotterdam**

1. General

These general terms and conditions apply to all tenders and offers from Commodity Inspection Services B.V. (hereinafter called "CIS") and to all orders issued to CIS, as well as to all services provided by CIS. Terms and conditions of the principal shall not be binding upon CIS. Deviations from these general terms and conditions shall only apply if and in as far as they have been accepted by CIS in writing. These general terms and conditions also apply to all orders issued to CIS for the performance of which third parties are to be involved.

2. Tenders

All tenders issued by CIS are free of engagement, unless the tender mentions a term for acceptance. Oral agreements by CIS or by its staff shall only be binding upon CIS after and in as far as they have been confirmed by CIS in writing. The prices in said tenders are exclusive of VAT, unless indicated otherwise.

3. Performance by third parties

CIS shall be entitled to have the activities carried out by one or more third parties. CIS shall be authorised to transfer its legal relationship with the principal to a third party. The principal herewith grants CIS irrevocable permission for such a transfer.

4. Payment

Payment should be effected within 30 days after the date of invoice, unless specified otherwise, in a way to be specified by CIS and in the invoiced currency. After the term of 30 days after the date of invoice has expired, the principal shall be in default; from the moment of being in default the principal shall owe an interest over the claimable sum of 1.5% cumulative per month or part of a month during which the default continues, unless the statutory interest rate is higher, in which case the statutory interest rate shall apply.

5. Competence

All legal relationships between parties are exclusively subject to Dutch law. Unless parties mutually agree otherwise in writing, any disputes shall be settled by the competent judge in Rotterdam.

6. Collecting charges

If the principal is in default or fails to fulfill one or more of his obligations, then all reasonable costs to obtain non-legal settlement shall be for the account of the principal. In any case the principal shall owe:

- over the first	EUR	3,000.--	15%
- over the excess up to	EUR	6,000.--	10%
- over the excess up to	EUR	15,000.--	8%
- over the excess up to	EUR	60,000.--	5%
- over the excess above	EUR	60,000.--	3%

If CIS demonstrates that it has incurred higher costs, that were reasonably necessary, these costs as well shall be eligible for compensation. Also the judicial costs to be incurred by CIS shall, as the occasion arises, have to be compensated in full by the principal, such against the usual rates charged by a lawyer that are then current.

7. Keeping of samples

CIS undertakes to keep available to the principal the samples that CIS has in its possession for a period of 90 days, after which CIS shall be entitled to dispose of the samples and after which any right to a claim on CIS on account of or in connection therewith shall be void. The period of 90 days commences on the day on which the last activities with respect to the samples were performed.

8. Dissolution

In the following cases claims of CIS on the principal shall become immediately payable:

- if after the agreement has been concluded, circumstances that have come to the notice of CIS give CIS good reason to fear that the principal shall not be able to fulfill his obligations;
- if at the conclusion of the agreement CIS has requested the principal to give security for fulfillment and this security fails to materialise or is insufficient.

In the cases mentioned CIS shall be authorised to suspend the further performance of the agreement, or to proceed to extra judicial dissolution of the agreement, all this without prejudice to the right of CIS to claim compensation.

9. Liability

By entering into any agreement CIS undertakes a commitment to make an effort and in no case a commitment to produce a result. CIS shall not be liable for trading losses or any other damage whatsoever (either to third parties or to the principal), barring if caused by intent or gross negligence on the part of CIS or its subordinates. Principal shall protect CIS as to that. If any exclusion from liability does not apply, the liability of CIS shall be limited to an amount equal to ten times the invoice value of the services supplied as a result of which or in connection with which the damage was caused. The liability shall never exceed the sum of EUR 11,500.-- The liability in as far as covered by the liability insurance of CIS shall also be limited to the amount paid out on the policy concerned. CIS shall never be liable for consequential damage.

10. Complaints

Any complaints in connection with the performance of activities by or on behalf of CIS have to be submitted to CIS by registered letter within 10 days after the principal has established the shortcoming, or should in reason have been able to establish the shortcoming, but at the latest within four weeks after termination of the activities, in default of which any claim on CIS with respect to those activities shall become void.

11. Force majeure

In addition to that which is understood as force majeure in the law and jurisprudence, in these general terms and conditions force majeure is understood to be all external causes, foreseen or unforeseen, on which CIS cannot exercise any influence, but which prevent CIS from fulfilling its obligations.

CIS also has the right to refer to force majeure if the circumstance that prevents (further) performance occurs after CIS should have fulfilled its obligation.

During force majeure the obligations of CIS are suspended. If the period during which force majeure prevents CIS from fulfilling its obligations is longer than two months, both parties are authorised to have the agreement dissolved extra judicially, in that case without any obligation to pay compensation.

If CIS when the force majeure occurs has already partially fulfilled its obligations, or can only partially fulfill its obligations, CIS shall be entitled to invoice the already performed or feasible part separately and the principal shall be obliged to pay this invoice as if it were a separate contract. However, this does not apply if the already performed of feasible part does not have any independent value.

12. Alteration and location of the terms and conditions

These terms and conditions have been registered with the registry clerk of the Court of Rotterdam.

The applicable version shall always be the most recently registered version or the version that applied at the time that the order in hand was established.