

General Conditions

as from 1 November 2007

of: Yachtpaints Equipment & Consultancy, De Meerpaal 28, 9206 AJ Drachten

Article 1 Definitions

In these general conditions, the following terms are used in the meaning below, unless expressly indicated otherwise: YEC: Yachtpaints Equipment & Consultancy; Buyer: the counterparty of YEC, acting from the exercise of a profession or business; Agreement: the agreement between YEC and buyer.

Article 2 General

1. The provisions of these general conditions are effective for every offer and each agreement between YEC and a buyer, to the extent these conditions have not been expressly derogated from in writing.

2. If one or several provisions in these general conditions are void or were to be annulled, then the other provisions of these general conditions remain fully applicable. YEC and buyer will consult in such case in order to establish new provisions to replace the void or annulled provisions, whereby if and to the extent possible the purpose and tenor of the original provision is observed.

Article 3 Offers and quotations

1. The quotations made by YEC are non-committal; they are valid for thirty days, unless indicated otherwise. YEC is only bound by the quotations if the acceptance thereof by the buyer is confirmed in writing within thirty days.

2. Delivery times in quotations of YEC are indicative and do not grant the buyer the right of rescission or compensation of damages in case of their overrunning.

3. The prices in the offers and quotations referred to are exclusive of VAT and other government-imposed levies, as well as of shipping and possible transportation and packaging costs, unless expressly stated otherwise.

4. A combined price quotation does not oblige YEC to deliver a part of the matters included in the offer or quotation against a corresponding part of the price listed.

5. Offers or quotation do not apply automatically for backorders.

Article 4 Delivery

1. Delivery occurs ex-factory/warehouse of YEC.

2. Buyer is obliged to accept the matters at the moment that YEC delivers or has such delivered to him, or at the moment that they are made available to him according to the agreement.

3. If the buyer refuses to accept or is negligent with the provision of information or instructions that are required for delivery, then YEC has the right to store the matters at the expense and risk of buyer.

4. If the matters are delivered, then YEC has the right to bill possible delivery costs. In such case, these will be invoiced separately.

5. If YEC requires information from the buyer in the context of the implementation of the agreement, then the delivery time commences after buyer has provided this to YEC.

6. If YEC has submitted a term for delivery, it is indicative. A submitted delivery time therefore never is a strict time limit. In case of the overrunning of a term, the buyer must declare the default of YEC in writing.

7. YEC has the right to deliver the matters in batches, unless this was derogated from by agreement, or the partial delivery does not have an autonomous value. YEC has the right to separately invoice the matters thus delivered.

8. If it has been established that the agreement will be carried out in stages, then YEC can suspend the implementation of those parts that belong to a subsequent stage until the buyer has approved the results of the preceding stage in writing.

Article 5 Samples and models

If a sample or model was shown or provided to the buyer, then it is assumed to have only been provided as an indication without the need for the matter to correspond with it, unless it is expressly established that the matter will correspond with it.

Article 6 Investigation, complaints

1. Buyer is obliged to (let) investigate the delivered matters at the time of delivery, though in any case within the shortest possible term. Buyer should thereby investigate whether quality and quantity of the delivered matters correspond with what was established, or at least meet the requirements that apply for such in normal (commercial) exchanges.

2. Any possible visible defects or deficiencies must be reported to YES within three days after delivery in writing. Non-visible defects or deficiencies must be reported within three weeks after discovery though no later than within 12 months after delivery.

3. Also in the event complaint is filed timely pursuant to the previous section, buyer remains obliged to accept and pay the purchased matters. If buyer wishes to return defective matters, then such occurs with the prior written consent of YEC in the manner indicated by YEC.

Article 7 Fees, price, and costs

1. If YEC has established a fixed sales price with the buyer, then YEC nevertheless has the right to increase the price. YEC may, e.g., pass on price increases, if between the moment of offering and implementation of the agreement significant price increases have occurred with regard to matters such as exchange rates, wages, semi-finished products, packaging material.

2. The prices applied by YEC are exclusive of VAT and other possible levies, as well as exclusive of any such costs as may be incurred in the context of the agreement, also including transport, shipping, and administration costs, unless indicated otherwise.

Article 8 Modification of the agreement

1. If it becomes apparent during the implementation of the agreement, that it is necessary for the proper implementation to modify and/or supplement the matters to be delivered, then parties will timely and in mutual consultation modify the agreement correspondingly.

2. If parties establish that the agreement is modified and/or supplemented, then the time of delivery may be affected as a result. YEC will accordingly inform the buyer as soon as possible.

3. If the modification and/or supplement to the agreement has financial and/or qualitative consequences, then YEC will inform the buyer concerning in advance.

4. In derogation to what is established concerning, YEC will not be able to bill additional costs if the modification or supplement is the consequence of circumstances that can be attributed to them.

Article 9 Payment

1. Payment must occur within 30 days after invoice date, in a manner to be indicated by YEC in the currency in which the invoice was prepared. Objections against the amount of the invoices do not suspend the payment obligation.

2. If buyer fails to pay timely, then the buyer falls legally into default. Buyer owes an interest on such case of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate applies. The interest on the payable amount will be calculated from the moment that buyer is in default until the moment of settlement of the entire amount. If buyer is in default, then YEC also has the right to suspend its (delivery) obligations.

3. In case of the liquidation, bankruptcy, attachment, suspension of payments, or the debt restructuring of the buyer, the claims of YEC on the buyer become instantly exigible.

4. YEC has the right to let the payments made by the buyer serve in the first place to be deducted from the costs, subsequently to be deducted from the matured interest, and finally to be deducted from the principal sum and the current interest. YEC can, without falling into default as a result, reject a proposal for payment if the buyer indicates a different order for allocation. YEC can reject the full settlement of the principal sum if thereby the mature and current interest as well as the costs are not settled thereby as well.

Article 10 Retention of title

1. All matters delivered by YEC, also including painting appliances etc. remain the property of

YEC until the buyer has complied with all following obligations from agreements concluded with YEC.

2. The buyer is not authorised to pawn the matters subject to the retention of title, nor to encumber them in any other manner.

3. If third parties levy an attachment on the matters delivered under retention of title or wish to establish or enforce rights thereto, then buyer is obligated to accordingly inform YEC as soon as may reasonably be expected.

4. The buyer commits himself to insure and keep insured the matters delivered under retention of title against fire, explosion and water damage, as well as against theft and to present the policy of this insurance for perusal upon first request.

5. Matters delivered by YEC which pursuant to what is established pursuant to what is established under 1. of this article fall under the retention of title, may only be resold in the context of normal business operations and never be used as a means of payment.

6. In the event that YEC wishes to exercise its property rights as indicated in this article, the buyer presently already grants unconditional and irrevocable permission to YEC or third parties to be designated by it to enter all those areas where the property of YEC is located and to take those matters back.

Article 11 Warranty

1. YEC guarantees that the matters to be delivered are compliant with the customary requirements and standards that can be set for them.

2. If the warranty provided by YEC regards a matter that was manufactured by a third party, the warranty is limited in any case to what is provided as such by the manufacturer of the matter.

3. The warranty mentioned under 1. is effective during the warranty of the supplier after delivery.

4. If the matters to be delivered are not compliant with this warranty, then YEC will replace the matter within a reasonable term after the receipt thereof or, if returning it is not reasonably possible, written notification in the matter of the defect by buyer.

5. The warranty referred to in the matter does not apply if the defect has arisen as a result of the inexpert of inappropriate use or in case, without the written permission of YEC, buyer or third parties have applied or try to apply changes to the matter or have used it for purposes that the matter is not intended for.

Article 12 Collection costs

1. If buyer is negligent or in default in complying with one or more of his obligations, then all reasonable costs to obtain satisfaction extrajudicially are borne by buyer. If buyer is in default with the timely settlement of a sum of money, then he forfeits an immediately payable fine of 15% on the amount still owed. This with a minimum of € 50.

2. If YEC has incurred higher costs, which were reasonably necessary, then these will be eligible for compensation as well.

3. Such reasonable court and enforcement costs as may have been incurred are borne by buyer as well.

Article 13 Liability

1. YEC is liable for the damage that buyer incurs through attributable shortcomings of YEC in complying with the agreement, to the extent the damage is the direct and exclusive consequence of a shortcoming that is attributable to YEC. In the above case, YEC will only compensate the damage to the extent the scope thereof does not exceed the invoice value of the delivered matters.

If the delivered matters do not meet the established specification, then YEC has the right, in derogation to the preceding, to make available a substitute product, to the extent this in the circumstances given, by standards of reason and fairness, would not be unacceptable.

2. Services, information and advice, for example in the matter of the application possibilities of the product, are provided by YEC non-committally and to the best of their knowledge. The same limitation of liability applies in the matter as stipulated in this article.

3. YEC is never liable for indirect damage, also including consequential damage, lost profit, missed savings, and damage due to operational stagnation.

4. The limitations of liability included in these conditions for direct damage do not apply if the damage can be attributed to the wilful intent or gross fault of YEC or its subordinates.

Article 14 Risk transfer

1. The risk of the loss or damaging of the products that are the object of the agreement is transferred to the buyer at the moment that they are legally and/or factually delivered buyer and thereby are brought under the control of buyer or of third parties to be designated by buyer.

Article 15 Force majeure

1. Parties are not obliged to comply with any obligations if they are prevented therefrom as a result of a circumstance that cannot be attributed to fault, and that neither pursuant to the law, nor to a legal transaction or commonly held opinion is their responsibility.

2. By force majeure is intended in these general conditions, besides what is understood as such in the law and jurisprudence, all outside causes, foreseen or unforeseen, that YEC cannot exert any influence on, but as a result of which YEC is unable to comply with its obligations, also including hindrances, restrictions, or impediments with regard to productions and/or supplies and/or the importation of raw and ancillary materials for the products sold and/or with regard to the manufacturing of those products and/or the transport thereof to the place of delivery (included in all matters is the non-performance of suppliers, as well as work strikes at the company of YEC and suppliers).

3. YEC also has the right to appeal to force majeure if the circumstance that prevents (further) compliance enters into effect after YEC should have fulfilled its undertaking.

4. Parties can suspend the obligations from the agreement during the period that the force majeure continues. If this period lasts longer than two months, then each of the parties has the right to rescind the agreement, without any obligation to compensate damage to the other party.

5. To the extent YEC at the time force majeure enters into effect has already partially fulfilled its obligations from the agreement or will be able to fulfil such, and the part fulfilled or to be fulfilled respectively has an autonomous value, YEC has the right to separately invoice the part already fulfilled or to be fulfilled respectively. Buyer is obligated to settle this invoice as if it regarded a separate agreement.

Article 16 Indemnification

The buyer safeguards YEC against third-party claims in connection with damage for which YEC is not liable in relation to buyer.

Article 17 Intellectual property and copyrights

1. Without prejudice to what is established elsewhere in these general conditions, YEC reserves itself the rights and authorisations that fall to YEC on grounds of the copyrights law 'Auteurswet'.

Article 18 Disputes

The court of law in the place of establishment of YEC is exclusively competent to hear disputes, unless the injunctions court 'kantonrechter' is competent. YEC nevertheless has the right to submit the dispute to the court that is competent according to the law.

Article 19 Applicable law

1. To each agreement between YEC and the buyer, Netherlands legislation is applicable. The Vienna Commercial Convention is expressly excluded.

Article 20 Modification, interpretation, and publication reference of the conditions

1. These conditions have been registered at the offices of the Chamber of Commerce.

2. In case of the interpretation of the content and purport of these general conditions, the Dutch text thereof is thereby always decisive.

3. Applicable always is the version registered most recently or respectively the version that was effective at the time of adoption of the agreement.