

GENERAL TERMS AND CONDITIONS OF PURCHASE

As used in these General Terms and Conditions of Purchase, "Order" means a purchase order issued by Acotec NV and/or Azolla BVBA ("Buyer") together with all its attachments and exhibits and any other documents incorporated therein. "Goods" means any materials, articles, items, machinery, equipment, maintenance, works and services provided for in the Order. "Seller" means the person, firm, company to whom the Order is addressed and any employees, sub-contractors or agents of said person, firm or company. "Price" means the total price to be paid by Buyer to Seller for the proper and complete performance of the Order.

1. The Order [of which these General Purchase Terms and Conditions of Service constitute an integral part] is the sole and entire agreement between Buyer and Seller, unless otherwise expressly agreed in writing between the Parties. These general terms and conditions of purchase shall apply to all Orders for the purchase of the Goods and shall take precedence over Seller's different or additional terms and conditions.

2. The Order shall become a binding agreement ("Agreement") between Seller and Buyer upon Seller's acknowledging acceptance thereof or commencing performance of such Order, whichever occurs first. Failure to return the order acknowledgement or commencing performance thereof within five (5) days shall entitle Buyer to cancel the Order without any penalty whatsoever. Any provision on Seller's order confirmation that modifies or contradicts any of Buyer's terms and conditions of purchase shall be deemed non applicable and non enforceable.

3. Price for the Goods (hereafter "Price") shall be indicated in the Agreement, is firm and not subject to any revision or adjustment. Unless otherwise agreed in the Agreement, Price shall include all taxes and duties of every kind levied on the manufacture, sale, delivery or provision of the Goods and shall be inclusive of standard packaging, crating, loading, storage, transportation, insurance, installation if applicable etc. No additional costs, expenses and charges of any kind shall apply unless otherwise expressly agreed by the Parties.

4. Proper invoices shall be issued in accordance with the agreed invoice schedule as set out in the Agreement or upon full completion of such Agreement. Unless otherwise agreed, payment term of the invoice shall be thirty (30) days end of the month in which the invoice is issued. Any counter claim against Seller which arises out of the Agreement may be set off against payments due to Seller under the Agreement.

5. Agreed time limits and delivery dates are binding. If the delivery dates and time limits are not adhered to, for reasons for which Seller is accountable, Buyer shall be entitled without prejudice to any further legal remedies, to claim damages, losses, costs, expenses raising from the delay, to return for full credit and at Seller's expense any such delayed Goods, and/or to cancel the remaining part of the Agreement or to procure replacement from a third party in which case Seller shall compensate any reasonable additional costs and price differences for the Goods.

6. All Goods supplied hereunder shall be packed, marked and otherwise prepared for shipment to Buyer, Seller shall ensure safe delivery and arrival of the Goods at the place of destination in a manner which is in compliance with applicable laws, good commercial practice and acceptable to carriers for shipment at the lowest rate for such types of Goods.

7. Seller warrants that the Goods supplied hereunder shall be of good quality, in conformance in every respect with the provisions of Agreement, agreed specifications and all applicable laws and relevant standards, free from defects, fit for their intended purpose and shall be at all times subject to Buyer's inspection before acceptance of the Goods. Such inspection or failure to inspect shall not relieve Seller of any representations, warranties, obligations hereunder. Buyer has the right to reject any Goods which in Buyer's reasonable opinion are defective or do not conform to the Agreement. Buyer may, in addition to any other rights it may have under the applicable law, at its option, return any goods to Seller for full credit or cash refund including any and all applicable taxes, charges, duties and incurred transport expenses linked to such returns, costs of inspecting and testing and/or cancel any remaining part of the Agreement without any further obligations or liabilities. In addition to all warranties provided by statutory law or set forth in the Agreement and unless otherwise expressly agreed between the Parties, Seller expressly warrants that it shall, at Buyer's option, promptly make good at the Seller's expense any defect in the Goods that Buyer discovers during the first of 12 months of actual use or 15 months from the date of acceptance by the Buyer whichever period shall expire first on the condition that the Goods have been properly used, or Seller shall promptly replace the defective Goods at its own expense. Any repairs or replacements shall be covered by the above warranty and warranty terms. Buyer may, however, at its option, elect to accept the defective Goods with an adjustment in the Price hereof. Seller warrants full title to Buyer for all Goods which shall free and clear of any and all liens, restrictions, securing interests and encumbrances.

8. Seller shall comply with all applicable laws, statutes, ordinances, regulations, rules, orders, EU legislation covering the manufacture, labeling, invoices, delivery, sale,

performance, registration of all Goods supplied hereunder. Seller by entering into this Agreement warrants that the Goods were so manufactured.

9. Seller shall observe all relevant legal requirements in relation to health, safety and environment, and in particular marking of hazardous Goods, the provision of data sheets for hazardous Goods. Seller shall, when on Buyer's premises or at Buyer's direction on premises of others, follow all safety, security and other requirements adopted for those premises (including, without limitation, any Buyer's environmental, safety and health requirements).

10. Unless otherwise agreed in writing by Parties hereto, transfer of ownership to Buyer occurs upon delivery of Goods to Buyer or the destination otherwise agreed. Transfer of risk shall take place according to the most current version of INCOTERMS provisions applicable to the supply. If no INCOTERM is defined in the Agreement or otherwise agreed, transfer of risk shall follow transfer of ownership.

11. Seller shall indemnify and hold harmless Buyer and its parent and subsidiary companies and their respective employees, directors, authorized representatives and subcontractors from any and all claims, losses, actions, costs, demands and liabilities whatsoever resulting from any injury to persons or property or death of any person (other than as result of any default or neglect of Buyer or any person for whom Buyer is responsible) due to any act, omission or negligence of Seller, its agents, employees or contracts or arising out of Seller's performance of the Agreement, be attributable to some defect in the Goods, or arising out of any breach or breach of the Agreement or any representation or warranty made by Seller or, its agents, contractors and employees. Seller shall take adequate insurance policies to cover any liability which might arise towards Buyer. Satisfactory evidence of such insurance shall be shown to Buyer upon request.

12. Seller guarantees and warrants that the Goods supplied hereunder and any part of them do not infringe any patent, license, copyright, trademark or any other industrial and/or intellectual property right of any third party. Seller warrants that it has full right to manufacture, use and sell the Goods and that Buyer shall have full right to resell such Goods.

13. Seller shall maintain during the performance of the Agreement and/or after its termination/expiration, in confidence not misuse or improperly disclose to others any Buyer's confidential or proprietary information disclosed to Seller in connection with this Agreement including, without limitations, to Buyer's product specifications, customers information, the terms of the Agreement, etc.

14. If at any time during the term of this Agreement, Buyer receives a competitive offer to purchase all or part of Products at overall more favorable terms than the terms of the Agreement, Buyer and Seller shall discuss the matter and in the event of failure to reach an agreement within 10 working days, at Buyer's option, Buyer and Seller shall be released from their remaining obligations under this Agreement for the price, volume, term, locations specified in the aforesaid supplier offer.

15. Failure by the Seller to deliver Goods of the quality and within the agreed times and/or non-performance of any other Seller's obligations under the Agreement, shall at the option of the Buyer, relieve it of any obligation to accept and pay for such Goods, as well any delivered installments, and upon failure to deliver as specified, the Buyer may buy elsewhere and/or charge the Seller with any loss or additional expense incurred as a result unless deferred shipment be agreed by the Buyer in writing. Any failure by Buyer to exercise this option with respect to any installment shall not be deemed to constitute a waiver with respect to subsequent installment.

16. This Agreement may be terminated by either Party if the other Party is in breach of this Agreement and such breach is not capable of remedy or not remedied within 30 (thirty) days after it has occurred or immediately if insolvency or liquidation proceedings are commenced by or against such Party or either Party becomes bankrupt or otherwise incapable of paying its bills as they fall due or if a receiver or administrator in bankruptcy has been appointed to run such Party's affairs.

17. Seller shall not assign its rights and obligations hereunder and shall not subcontract directly or indirectly at any level of performance of Agreement or any part thereof without Buyer's prior written consent. Such consent shall not be withheld unreasonably.

18. This Agreement and all contracts between Seller and Buyer shall be construed and governed in accordance with Belgian law except for its conflict of law rules. Courts of Brussels shall have exclusive jurisdiction. The application of the Convention of the United Nations of April 11, 1980 on Contract for the International Sale of Goods is hereby excluded.