

dd: January 2013

1. Definitions: Seller: Lithos Group, Buyer: The party purchasing goods from Seller.
2. Unless otherwise stated in these conditions or in the overleaf contract, the international rules for the interpretation of Trade Terms of the international Chamber of Commerce shall apply to the trade terms used. Deviations are only possible if expressly accepted by both parties in writing.
3. Seller has the right to cancel or suspend any future deliveries in case Buyer does not accept the documents or does not effect payment within the time specified in the contract respectively. The same applies if at a later stage unfavourable credit information about Buyer comes to Sellers' knowledge. Such cancellations or suspension will not influence Sellers' right to issue claims for indemnification at the then prevailing exchange rate. In case of non-payment at the date agreed upon, interest (at the rate then prevailing) until the actual date of payment plus legal fees, if applicable, will be for Buyers' account. If Buyer fails to discharge any of his obligations, or fails to do so in time or in a proper manner, or if he applies for bankruptcy, goes bankrupt, or if his company is liquidated or applies for suspension of payment, Seller may unilaterally terminate the contract by written declaration altogether or in part, without further notice of default and without legal intervention, or postpone execution of the contract altogether or in part without incurring any liability for damages and without prejudice to any of his other rights.
4.
 - a. Goods are at the risk of Buyer according to stipulations of agreed Incoterm 2010, unless otherwise explicitly agreed.
 - b. Goods will remain the property of Seller until full payment has been received.
5.
 - a. Buyer has to accept delivery of the goods, whether these are found in sound or damaged condition. Buyer is obliged to inspect the goods before using them. Concerning the sold goods, Seller makes no warranties, express or implied, for fitness for a particular purpose.
 - b. Invoices have to be paid in full to Seller, regardless of any claims. Buyer has no right to set-off any alleged claims on the Seller and/or to withhold any payments for any reason whatsoever. If Buyer is a group of more than one legal entities, they are each responsible for the whole order and for the obligations attached to the contract(s) with Seller.
6.
 - a. Quality claims can only be accepted, if made known in writing to Seller within 15 days after arrival of the goods. Seller is to be notified of any defect, based upon documentary proofs, official test reports respectively, immediately and before use by Buyer.
 - b. In case of claims, the contract cannot be affected for any quantity still to be delivered; each shipment or delivery will be dealt with separately.
 - c. Claims are limited to the value of the delivered goods. All legal and extra-judicial costs resulting from claims on the Buyer, shall be for account of Buyer. In the case of collection charges, any extra- judicial costs will be deemed to constitute at least 15% of the claim.
 - d. Seller is never responsible for any damage whatsoever caused by defects of the goods and/or its packaging, to any object or anybody.
 - e. Buyer must safeguard Seller against any claim by a third party. Insurance companies that exercise a right of recourse are also considered third party.
 - f. Once the goods are processed, or resold to another party, automatically any claims will be renounced.
 - g. All claims towards Seller will expire within 1 year. Alleged claims cannot be deducted from Sellers' invoices.
7. Buyer has to accept an over- or underweight of 10% without needing to be advised by Seller. Containers belonging to or made available by the Seller shall be emptied and cleaned upon arrival without delay.
8. In general if transport equipment (dry box containers etc.) from third parties is handed over to Buyer, Buyer shall comply with all the contract conditions valid between Seller and the respective companies exploiting the transport equipment. Seller may refuse to load a dry box container, if in his opinion it falls short of reasonable safety requirements and/or is not properly cleaned and/or is damaged. Seller shall not be liable for any delay resulting from such refusal.
9. Any increase in freight costs shall be for Buyers' account.
10. Seller will not be responsible for failure to ship the goods hereby sold (or any part of them), nor for any delay in their transport or shipment, if the failure or delay is caused by "force majeure" as understood by Dutch law.
11. Without limiting the foregoing (10), the notion of force majeure includes:
 - a. Non-delivery of (raw) materials etc. by suppliers of Seller, war, threat of war, mobilisation, civil unrest or riots or revolution or strikes, lock-outs, boycott and any measure or step taken by any government or any group of persons purposing to act as government.
 - b. Fire, floods, earthquakes or other major disasters.
 - c. All governmental restrictions.
12. In the event of force majeure of any nature whatsoever, the contract will be suspended. If this suspension lasts for more than 3 months, the contract is automatically cancelled; neither party being entitled to base a claim for compensation or otherwise on this cancellation.
13. All contracts between Seller and Buyer are subject to Dutch law only. Any disputes which may arise in connection to the contract between Seller and Buyer, will be settled by arbitration in accordance with the Dutch Arbitration Institute. Without prejudice to the provisions of the aforementioned, Seller shall be at liberty to bring before the competent Dutch court in the Seller's place of business, claims for sums of money due and payable, the indebtedness of which has not been disputed in writing by the opposing party within four weeks after the invoice date.
14. The goods will be invoiced at prices valid on the date of order acceptance. For further partial deliveries thereafter, if prices change between the date of order acceptance and the invoice date, the new prices will come into force for those quantities not yet supplied/shipped (which Seller has to inform to Buyer before effecting shipment). In case of price increase after order acceptance, Buyer has the right to cancel the balance of the contract, of which Buyer must inform Seller in writing within 3 working days after receipt of Sellers' information of such price increase.
15. All banking costs outside the Netherlands, including bill stamps, are for Buyers account.