

INDOWOODS STANDARD TERMS & CONDITIONS OF SALE – Version 1.1. 13th Sept. 2010

These are the terms and conditions of sale which apply to all purchases of goods from Indowoods SA, whether the purchase is made through Indowoods' website at www.indowoods.com, over the phone or otherwise.

Indowoods reserves the right to change the Terms of Sale at any time. Any changes to the Terms of Sale will be effective for all new orders placed after the change is published on Indowoods' website.

The Terms of Sale posted on Indowoods' website should be checked before each order as they may have changed since the last order.

DEFINITIONS

"**Buyer**" means the person who buys or agrees to buy the products from the Seller.

"**Terms of Sale**" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

"**Seller**" means Indowoods S.A.

CONDITIONS APPLICABLE

1. Any order, acceptance or payment by Buyer for products shall conclusively be deemed to constitute Buyer's acceptance of these Terms of Sale. All sales are expressly conditioned on Buyer's acceptance of these Terms of Sale. No other terms and conditions contained in any order, acceptance, confirmation, acknowledgement or any other document that are inconsistent with, different from or in addition to these Terms of Sale are accepted by Seller. The agreement between Seller and Buyer consists solely of (i) these Terms of Sale, and (ii) subject to these Terms of Sale, the product description, the part number, quantity, shipment date and price terms on the face of Buyer's purchase order that exactly match those set forth in Seller's quotation ((i) and (ii) collectively hereinafter referred to as "**Contract**").
2. Any typographical or clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
3. If any provision of these conditions is considered invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of those provisions in question shall not be affected.

THE PRICE AND PAYMENT

1. Prices quoted in the Seller's current published price list constitute an offer for an order by Buyer under the Terms of Sale, but subject to change by Seller at any time. No order shall be binding until accepted and acknowledged in writing by an authorized representative of Seller in accordance with these Terms of Sale.
2. Terms of payment are net 5 (5) working days from the date of invoice. Time for payment shall be of the essence. If the Buyer does not pay the price within such 5-working day period, the Seller may bring an action for the price even though property in the products has not been passed to the Buyer. All payments due to Seller from Buyer shall be paid without any set-off or counterclaim.
3. In the event that payment is not received within such 30-day period, any unpaid balance shall automatically bear interest without formal notice being required at the rate corresponding to the reference rate of the European Central Bank increased by seven points and rounded up at the superior half point, in accordance with Article 5 of the Act of 2 August 2002 concerning the combating of late payments in commercial transactions.
4. If the Buyer fails to make any payments in accordance with the terms and provisions of the Contract, the Seller, in addition to its other rights and remedies but not in limitation thereof at its opinion may defer shipments or deliveries hereunder upon receipt of satisfactory security or of cash before such shipments or deliveries resume.

TAXES, DUTIES AND CHARGES

The amount of present or future sales, revenue, excise or other taxes applicable to the products sold to Buyer shall be added to the purchase price and shall be paid by Buyer, unless Buyer provides proof of exemption applicable to the goods purchased by Buyer acceptable to Seller in its sole discretion. Any taxes which Seller may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery storage, processing, use or consumption of any of the products sold to Buyer, including taxes upon or measured by the receipts from the sale thereof (but excluding any taxes on Seller's income) shall be for the account of Buyer and Buyer shall promptly pay the amount thereof to Seller upon demand. Unless otherwise agreed in writing between Buyer and Seller, all duties and customs charges are the responsibility of Buyer and Buyer shall reimburse Seller for any and all such duties and customs charges.

THE PRODUCTS

1. The applicable minimum quantity and description of the products shall be set out in the Seller's quotation.
2. The Seller may make any changes in the specification of the Products which do not materially affect their quality or performance in order to conform with any applicable statutory requirements where the Products are supplied to the Seller.
3. Cancellation of an order by the Buyer is not possible once such order has been accepted by the Seller.

DELIVERY, TITLE AND RISK

1. Delivery of the products shall be made by the Seller or his agent notifying the Buyer that the products are available for collection at the Seller's premises or for delivery to such place as the Buyer may specify at the time the order is placed.
2. The Buyer agrees to pay for any loss or extra cost incurred by the Seller through the Buyer's instructions or lack of instructions or through failure or delay in taking delivery or through any acts or default on the part of the Buyer, its servants, agents or employees.
3. The Seller shall use his reasonable endeavors to meet any date agreed for delivery.
4. In any event time of delivery shall not be of the essence.
5. The Seller shall not be liable for any delay in delivery howsoever caused.
6. Subject to the foregoing sentence, title and property to the products shall pass to Buyer upon delivery. The Buyer acknowledges and agrees that, notwithstanding any other provision herein title and property to the products shall not pass to the Buyer until the Seller has received in cash or clear funds payment in full.
7. Upon such delivery, Buyer shall be responsible for and bear the entire risk of loss or damage to the products. Seller shall not be obligated to tender delivery of any quantities for which Buyer has not given written shipping instructions. Seller may make delivery up to seven (7) days before or after the scheduled delivery date, and such delivery shall be considered timely. Seller may make partial deliveries. All partial deliveries will be separately invoiced by Seller and shall be paid for when due by Buyer regardless of the timing of any subsequent delivery. Any delay in delivery of any partial installment shall not relieve Buyer of its obligation to accept remaining deliveries.
8. Buyer shall carefully inspect all deliveries of products immediately upon receipt by Buyer, Buyer's carrier or Buyer's logistics provider. Written notice of any rejection of goods by Buyer must be received by Seller no later than the close of business on the fifth (5th) day after delivery of such products. Unless such written notice is made within said period of time, the Buyer shall be deemed to have accepted the products. After acceptance the Buyer shall not be entitled to reject Products which are not in accordance with the Contract. Any and all claims for loss or damage to the products in transit should be made directly to the carrier and not to Seller. Any increase in freight rates paid by Seller on shipments covered by this Contract may, at Seller's option, be added as a separate charge to Buyer.

9. Where the Buyer rejects any products, the Buyer shall have no further rights whatever in respect of the supply to the Buyer of those products or the failure by the Seller to supply Products which conform to the contract of sale.

10. Until the title and property to the products passes to the Buyer the Seller shall be entitled at any time to require the Buyer to deliver up the products to the Seller and, if the Buyer fails to do so immediately, to enter any premises of the Buyer or any third party where the Products are stored and repossess the Products.

11. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the products which remain the property of the Seller, but if the Buyer does so all moneys owing to the Seller shall (without prejudice to any other right or remedy on the Seller) immediately become due and payable.

LIMITED WARRANTY; DISCLAIMER; LIMITATION OF ACTIONS

1. Seller warrants title and that the goods are free from defect in workmanship and material for a period of three (3) months from the date of delivery.

2. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE FULLEST EXTENT ADMITTED BY LAW, THE PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO THE PRODUCTS, WHETHER USED ALONE OR WITH ANY OTHER MATERIAL. SELLER'S EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY BREACH OF THE LIMITED WARRANTY UNDER THIS SECTION SHALL BE (AT SELLER'S OPTION) TO REPAIR, REPLACE OR CREDIT THE PURCHASE PRICE TO BUYER'S ACCOUNT FOR ANY NON-CONFORMING PRODUCTS, CONDITIONED UPON (i) BUYER PROMPTLY NOTIFYING SELLER IN WRITING THAT SUCH PRODUCTS FAILED TO CONFORM TO THE LIMITED WARRANTY WITH A DETAILED WRITTEN EXPLANATION OF THE ALLEGED NON-CONFORMITIES, (ii) IF REQUESTED BY SELLER, RETURNING SUCH PRODUCTS OR A SAMPLE OF SUCH PRODUCTS TO SELLER AT SELLER'S EXPENSE, AND (iii) PERMITTING SELLER'S EXAMINATION OF SUCH PRODUCTS TO ESTABLISH TO SELLER'S SATISFACTION THAT SUCH ALLEGED NONCONFORMITY EXISTED AS OF THE DATE OF SHIPMENT AND DID NOT RESULT FROM CAUSES EXCLUDED FROM THE LIMITED WARRANTY.

3. This warranty does not cover and expressly excludes, without limitation: (i) any failure, liability, loss, cost or damage arising out of or related to any misuse (including, without limitation, use with incompatible materials, abnormal conditions of use and use for purposes not intended for the products), accident, abuse or neglect, normal wear and tear, storage, handling, installation, maintenance or applications of the products or other materials or items used with the products, and any similar acts, events or circumstances; (ii) products made with materials or parts supplied by Buyer or manufactured to Buyer's specifications; (iii) products that have been altered, repaired, modified or serviced by anyone other than Seller; (iv) products for which Buyer has not paid in full; (v) any products that have been sold as "As-is, Where-is"; or (vi) any other claim or matter not within the scope of this limited warranty.

4. If Seller elects to repair or replace such Products, Seller shall have a reasonable time to do so and the repaired or replaced Products shall be covered by the foregoing warranty for the remainder of the original limited warranty period.

5. If Seller determines that any Products so returned are not covered by the warranty, Seller may charge and Buyer shall pay all costs and expenses incurred by Seller in examining, handling and disposing of such Products.

6. TO THE FULLEST EXTENT ADMITTED BY LAW, SELLER SHALL HAVE NO LIABILITY IN RESPECT OF ANY HIDDEN DEFECT IF BUYER FAILS TO NOTIFY SELLER OF SUCH DEFECT WITHIN 10 DAYS FOLLOWING THE DATE ON WHICH SUCH DEFECT WAS OR SHOULD REASONABLY HAVE BEEN DISCOVERED BY BUYER. BUYER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS SECTION ARE ESSENTIAL ELEMENTS OF THIS CONTRACT AND THAT IN THE ABSENCE OF SUCH PROVISIONS SELLER WOULD NOT PROCEED WITH THIS CONTRACT AND THE TRANSACTION.

LIMITED LIABILITY; DISCLAIMER OF CERTAIN DAMAGES

IN NO EVENT WHATSOEVER SHALL SELLER HAVE ANY LIABILITY (A) WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, IN AN AMOUNT IN EXCESS OF THE AMOUNT ACTUALLY RECEIVED BY SELLER

FROM BUYER AS THE NET PURCHASE PRICE FOR THE PRODUCTS WHICH ARE THE SUBJECT OF A CLAIM EXCLUSIVE OF ANY CHARGES STATED SEPARATELY FROM THE PRODUCT PRICE ON THE APPLICABLE INVOICE, AND (B) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, REVENUE OR DATA, COST OF CAPITAL, DOWNTIME, CLAIMS MADE BY END-USERS OR COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR THE AVOIDANCE OF DOUBT AND TO THE FULLEST EXTENT ADMITTED BY LAW, BUYER WAIVES ANY POTENTIAL CLAIM FOR LIABILITY TOWARDS ANY STOCKHOLDER, DIRECTOR, OFFICER, EMPLOYEE OR AGENT OF THE SELLER. BUYER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS SECTION ARE ESSENTIAL ELEMENTS OF THIS CONTRACT AND THAT IN THE ABSENCE OF SUCH PROVISIONS SELLER WOULD NOT PROCEED WITH THIS CONTRACT AND THE TRANSACTION.

INSOLVENCY OF BUYER

1. This clause applies if: (a) The Buyer makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt, or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or (b) a receiver is appointed, of any of the property or assets of the Buyer, or (c) The Buyer ceases, or threatens to cease, to carry on business, or (d) The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

2. If this applies, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the products have been delivered but not paid for the price shall become immediately due and payable that despite any previous arrangement or agreement to the contrary.

FORCE MAJEURE

Seller shall not be liable to Buyer for any nonperformance directly or indirectly caused by: (i) Act of God, war, terrorism, riot, fire, explosion, accident, flood or sabotage; (ii) lack of adequate fuel, power, raw materials, labor, containers or transportation facilities; (iii) compliance with governmental requests, laws, regulation, orders or action; (iv) breakage or failure of machinery or apparatus; (v) national defense requirements; (vi) labor trouble, strike, lockout or injunction; (vii) any event that makes impracticable the manufacture, transportation, acceptance or use of a shipment of goods or of any material upon which the manufacture of the goods is dependent; and/or (viii) any other event beyond the reasonable control of Seller.

GENERAL

1. Any notice required or permitted to be given by either party to the other shall be in writing addressed to the other party at its registered office or principle place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

2. Each party agrees to treat as conditional and not to divulge to any third party without the prior written consent of the other, details of the other's business operations, proprietary rights and techniques, contemplated new products and customer lists. This obligation does not relate to information which is or becomes public knowledge through no fault of either party or has been properly obtained from a third party lawfully entitled to possess the information.

HEADINGS

The headings of the clauses in these Terms of Sale are intended for reference only and will not affect the construction of these conditions.

REPRESENTATIONS

No statement, description, warranty condition or recommendation contained in any catalogue, price list or advertisement or communication or made verbally by any of the agents or employees of the Seller shall be construed to enlarge, vary or override in any way thereof any of these conditions.

GOVERNING LAW

The validity, interpretation and performance of the Contract and any dispute connected herewith shall be governed and construed in accordance with the laws of Belgium, excluding the United Nations Convention on the International Sale of Goods.

JURISDICTION

Any controversy, dispute or claim arising out of or relating to the Contract or the performance, enforcement, breach, termination and/or validity thereof shall be subject to the exclusive jurisdiction of the Commercial Court (Tribunal de commerce / Rechtbank van Koophandel) of the judicial district in which the Seller has its registered office.