

**TERMS AND CONDITIONS OF SALE AND DELIVERY
OF EDELMAN B.V., Edelman Asia Ltd. and Triumph Tree International (H.K.) Ltd.
Version 2.1, October 2010**

Applicability

All offers, sales, deliveries, services and other legal relations in which Edelman B.V., Edelman Asia Ltd. and/or Triumph Tree International (H.K.) Ltd. (hereinafter to be referred to as: "Edelman", both separately and jointly) is a party, will exclusively be governed by these terms and conditions, unless agreed otherwise in writing.

In the case of any of the stipulations from these terms and conditions is void or annulled, the remaining stipulations will remain fully valid, and Edelman and the client will enter into consultation to agree a new stipulation to replace the void and/or annulled stipulation, which will be in the vein of the void and/or annulled stipulation to the greatest possible extent.

1) General

A client that has entered into an agreement with Edelman on the basis of these terms and conditions is considered to have tacitly agreed to the applicability of these terms and conditions upon placing a verbal, written, telephone or other order, regardless whether that applicability was confirmed in writing by Edelman

2) Offers

All offers issued by Edelman are free of obligations, unless agreed otherwise in writing. Edelman reserves the right to reject orders, without stating reasons, or to require cash on delivery or advance payment.

Client agrees to refrain from approaching suppliers and possible suppliers introduced by Edelman himself or through other legal persons. Breach of this stipulation will entitle Edelman to full compensation for damages and an immediately payable fine of 25,000 Euro per case.

Edelman offers a range of products as direct shipment from the country of origin to the client, based on full container loads. Prices for direct shipment orders are without tax, import duties, transport and packaging costs, unless agreed otherwise in writing. Edelman is allowed to change the order quantity and value by up to 10% (up and down) to ensure maximum loading of containers.

In the case that Edelman's suppliers raise their prices, Edelman will have the right to increase the price agreed with the client correspondingly.

3) Delivery times/packaging

Stated delivery times are free of obligations and are always approximate. Edelman agrees to observe the stated delivery times as much as possible, but can never be held liable when they are exceeded. Stated delivery times can never be considered a deadline, unless agreed otherwise in writing. Exceeding of delivery times will neither make Edelman liable for any compensation, nor give the client the right to terminate the agreement. If items are not accepted by the client after expiry of the stated delivery time, they will be stored at his risk, and with the expenses falling to the client, including a reasonable storage allowance established by Edelman. In case the client, despite notice from Edelman fails to retrieve the items within 14 days and at his own expense, the agreement in question will be considered void, and Edelman will have the right to sell the items to third parties and giving them credit for the purchase price, without prejudice to Edelman's entitlement to compensation for incurred expenses and storage fees.

Edelman will package the items that are to be delivered to the client as per its usual standards. In the case that the client requires specific packaging, any possible cost increases incurred as a result will fall to the client.

The risk on items is transferred to the client the moment the items are delivered to the delivery address specified by the client. If the client has requested delivery as per his specifications, the risk on the items will transfer to the client the moment the goods are loaded for transport.

4) Retention of title

Ownership of the delivered items is transferred from Edelman to the client after the client has paid the purchase price – as well as any other amounts owed to Edelman under the agreement(s) between the

parties, including (interest) amounts as referred to in Article 7 and any compensation for attributable shortcomings. The client is not allowed to pledge aforementioned items to third parties, or use them as security in any other manner prior to having obtained ownership of the items.

If the client sells the items that are subject to the retention of title of Edelman to a third party, he will be held to cede any claim ensuing from this delivery to Edelman without delay and unconditionally and/or to pledge any entitlements to Edelman upon their request. Client agrees to notify Edelman without delay if the items that are subject to retention of title of Edelman are sequestered.

5) Prices

Estimates are free of obligations, unless agreed otherwise in writing.

Estimates are only issued on the basis of the prices as they are at the moment of sale and/or ordering. Each new estimate will render the previous one inoperative. Edelman has the right to change agreed prices and fees, after written notice to the client, for performance that will be provided as per the planning and/or agreement in question at a time that is at least two months after the notice date.

6) Payment/termination

Payment has to be net and in the currency specified on the invoice, without any discounts or offsetting of debts, by way of deposit into or transfer to one of the bank accounts specified by Edelman within 30 days after delivery or the invoice date (if earlier), unless a different payment term was agreed in the agreement in question. In cases that:

- a) the client is declared bankrupt or the client is granted (provisional) suspension of payment,
- b) the client's assets are sequestered in full or partially,
- c) the client deceases or goes into receivership,
- d) the client fails to comply with any of the obligations that fall to him by law or under these terms and conditions, after having been declared to be in default and allowed a reasonable term to restore his compliance,
- e) the client fails to pay an invoice amount or part thereof within the set term,

Edelman will have the right, after one or several of the abovementioned events occurs, to consider the purchase agreement terminated and/or to terminate it, without any judicial intervention being required, and/or to require immediate payment in full of any amounts payable by the client for deliveries made and/or services provided by Edelman, without any reminder or proof of default being required, without prejudice to Edelman's entitlement to compensation for expenses, damages and interests.

Amounts invoiced by Edelman for performance or deliveries completed under the agreement prior to termination of agreement, will remain fully payable and will be payable with immediate effect from the moment of termination.

If the client exceeds a payment term, Edelman will have the right to require cash on delivery or advance cash payment for any subsequent deliveries.

7) Interest and costs

If payment has not been completed within the term specified in the previous article, the client is automatically in default, and will owe interest of 2% per (part of a) month on the outstanding invoice amount on top of the legal (trade) interest from the invoice date. All incurred judicial and extrajudicial (collection) expenses will fall to the client. Extrajudicial collection fees will amount to at least 15% of the sum total payable by the client.

8) Claims

Claims by the client can only be lodged in relation to missing or not ordered items, or in relation to perceptible shortcomings in items or provided services. Possible claims have to be lodged in writing, within 10 days after receipt of the supplied item or after provision of the services, on penalty of expiry of the client's entitlements. When the client has not checked the soundness of the delivered items within 10 days after receipt and not lodged a written claim, he will be considered to have found the items or services to be in order.

In the case of missing or not ordered goods, the client will have to enclose the packing list with the aforementioned letter. In the case of perceptible shortcomings on the exterior of the items, Edelman will have the option to replace the items in question, repair them or take them back and credit the purchase price to the client.

Returning of items will be paid for by the client, who will also bear the risk, or will be accompanied by a waybill of Edelman's transport company. Edelman will only accept returned items if and insofar as it has agreed to the return shipment in writing beforehand, and if the items are delivered to an address specified by Edelman, in the original packaging and in the same condition as in which the items were

delivered to the Buyer by Edelman Return shipments have to be packaged properly and be accompanied by a letter outlining the Buyer's claims, as well as the invoice number and debtor number relating to the returned items.

Claims relating to items from a split consignment do not affect prior or subsequent parts of the same split consignment.

Minor defects in quality, colour, size, quantity or finish, which are not out of the ordinary in usual trade, and which cannot be prevented due to technical constraints, or which are admitted under trade usage, cannot be grounds for claims and will have to be accepted by the client.

Claims by the client under this Article will not affect the client's payment obligations.

9) Liability

Edelman's total liability for one or several shortcomings in its compliance with any obligation under the agreement will be limited to compensation of direct damages up to a maximum amount of the price agreed for that agreement. If the agreement is principally a semi-formal agreement with a term of over one year, the agreed price will be fixed at the total of the fees agreed for one year. In no event will the total compensation for direct damage exceed a sum of EUR 1,000,000 (one million euros).

Direct damage is limited to:

- a. costs that were reasonably incurred by the client to make the performance of Edelman match the agreement stipulations. This damage will, however, not be compensated if Edelman has terminated the agreement;
- b. reasonable costs, incurred to identify the cause and extent of the damage, insofar as this identification process relates to direct damage as per these terms and conditions;
- c. reasonable costs, incurred to prevent or limit damage, insofar as the client can demonstrate that these costs have led to damage limitation as per these terms and conditions.

Edelman's total liability for damage as a result of death, personal injury or material damage will in no event exceed EUR 2,000,000 (two million euros).

Edelman's liability for indirect damage, including subsequent damage, lost revenue, failure to realise savings and damage caused by business stagnation, is ruled out.

Aside from the cases described in this Article, Edelman will be under no obligation to compensate damage, irrespective of the grounds on which legal action for compensation of damage is based. The aforementioned maximum amounts will, however, lapse insofar the damage in question is the direct result of intent or gross negligence on the part of Edelman.

Client indemnifies Edelman against any third-party claims ensuing from a shortcoming in an item delivered to a third party by the client, and which partly consisted of items provided by Edelman, except when the client can prove that the damage was caused by these items (provided by Edelman).

Return shipments will not be accepted, unless they were approved in writing beforehand by Edelman. Acceptance of return shipments does not imply Edelman's acknowledgement of the grounds on which client returned the items. The risk of returned items will remain with the client until he has been credited by Edelman. Edelman reserves the right to subtract 15% of the price of returned items from the credit to the client ensuing from return shipments, with a minimum of EUR 150.

10) Delivery

Delivery will be Ex Warehouse, unless expressly agreed otherwise in writing; Ex Warehouse has to be taken in the sense of INCO terms 2000. Insofar as the 'delivered home' has been agreed, contrary to the previous stipulations, the risk of the items will be transferred to the client the moment the items are delivered to the address specified by the client. If expressly agreed that items to be delivered by Edelman are to be delivered by Edelman to the address of a third party specified by the client, delivery to that address will be considered delivery to the client, which entails that the risk will be transferred to the client at that moment. Edelman has the right to split consignments and invoices.

11) Cancellation

In the case of cancellation of an order placed with Edelman all expenses incurred by Edelman in relation to the order will fall to the client, on the understanding that the client will at least owe 15% of the total sum to Edelman, without Edelman being required to demonstrate that abovementioned expenses were actually incurred.

12) Force Majeure

In case of a force majeure, both parties will have the right to choose to terminate the agreement without judicial intervention, or consider the agreement terminated in full or partially after ninety days, without either party being held to damages. Performance that was already completed under the agreement will then be charged pro rata, without either party owing the other party any other amounts.

“Force majeure” is here understood to mean any circumstance that impedes compliance with the agreement by the other party, including war, threat of war, civil war, revolts, flooding, strikes, transport difficulties, supplier shortcomings, interruption of operations and government measures, which will in any case include import and export embargoes.

13) Intellectual property rights

All intellectual property rights on all items delivered to the client under the agreement, as well as those on related items such as drafts, will exclusively be held by Edelman or its licensors. Edelman cannot guarantee that the trading of the items supplied to the client by Edelman will not lead to any infringement upon third-party intellectual property rights. Client will only acquire the user rights and authorisations that are expressly allocated under these terms and conditions or otherwise.

The client is not allowed to remove or modify any indications regarding copyrights, brands, trade names or codes from/on the items supplied to the client by Edelman (including the packaging).

Client will indemnify Edelman against any third-party claims relating to or ensuing from items delivered and/or services provided by Edelman to the client, insofar as these items and/or services were manufactured and/or provided respectively on the basis of proposals, guidelines and/or terms and conditions of the client, and the claims related to those.

14) Distributor and commercial agent status

The client is not a distributor, (commercial) agent or sales representative of Edelman, unless he has been expressly appointed as such in writing. Client will therefore refrain from any behaviour that gives the impression, towards third parties or Edelman, that he has been appointed as distributor, (commercial) agent or sales representative of Edelman. If the client has indeed been appointed distributor, (commercial) agent or sales representative of Edelman, he will renounce any claim to compensation for termination of the agreement in question, unless there are imperative legal requirements for such an entitlement.

15) Applicable law

All agreements entered into by Edelman as well as any related matters (such as offers) and disputes are exclusively subject to Dutch law. Current terms and conditions of sale and delivery are drawn up in Dutch, English, German, French, Spanish and Italian. In the case of differences in interpretation between these versions, the Dutch language version will prevail and be binding.

16) Disputes

All disputes ensuing from offers issued by Edelman, or from agreements entered into with Edelman, will be submitted to the competent court in The Hague.

17) Final clauses

Client guarantees towards Edelman that he will treat all information that he gains knowledge of as part of or ensuing from any offers by Edelman or agreements entered into with Edelman with confidentiality and not divulge this information to third parties. This duty of confidentiality does not apply if the information in question pertains to the public domain without the intervention of the client.

Client will not employ any Edelman employees, be it directly or indirectly, during the term of the agreement with Edelman as well as for the duration of one year after termination of the agreement.

Client guarantees towards Edelman that all data supplied to Edelman regarding the items and/or services provided or to be provided by Edelman are correct and complete.

If Edelman has provided services and/or items that do not come under the contents or scope of the agreed order, either on the request of the client or with the client's prior consent, these services and/or items will be paid for at the usual rates of Edelman. Edelman will however not be obliged to comply with such a request and can require that a separate written agreement be entered into.