

General Terms and Conditions of sale and delivery of the Dutch private Limited liability company Diplomatic Supply Europe, its associate companies, agents, assigns and any person or company appointed to act on its behalf in the conduct of its business (collectively referred to as „DSE“).

Article 1: Definitions

In these General Terms and Conditions of sale and delivery the following terms will have the specific meaning assigned below:

„Purchaser“: any representative of a legal entity which or natural person who is properly accredited as Diplomatic staff or member of an international or military organisation in their country of residence and is able to produce authorisation from the appropriate authorities to enter into a contract with DSE and to order the supply of goods from DSE.

Article 2: Application – Creation of Contracts

These General Terms and Conditions are applicable to any contract entered into by DSE in written, electronic or other for the sale and delivery of goods.

The application of other general terms and conditions to which the Purchaser may refer in any way is hereby expressly excluded. If DSE will have given its written consent to the application of specific different terms and conditions, these General Terms and Conditions will remain in force in all other respects.

A contract with DSE will be created once DSE has given written or electronic confirmation of the Purchaser's order or has started work on completing the order DSE reserves the right to refuse an order at any time without stating its reasons.

All offers, quotations, prices, specifications and delivery dates given by DSE, in whatever form are given without obligation.

Article 3: Delivery

To the best of its ability and upon availability of the specific products, DSE will try to supply the goods ordered by the Purchaser within the shortest possible time. A delivery period quoted by DSE is not a deadline and DSE cannot be held in default simply by virtue of having exceeded the proposed period. If delays arise as a result of circumstances, which cannot be attributed to DSE, the deliver time will be extended accordingly. DSE will not be liable to the purchaser for expenses or loss sustained by the Purchaser as a consequence of the delivery time being exceeded. DSE will be entitled to make partial deliveries.

Delivery of the Goods will take place:

- a. if the Goods will be collected by or on behalf of the Purchaser by handing over the Goods to the Purchaser or anyone who collects the Goods on behalf of the Purchaser;
- b. if the Goods are shipped by or on behalf of DSE, by delivery at the address of the Purchaser, or any other delivery address, which the Purchaser might designate.

After delivery, the risk in respect of the goods in question will be borne by Purchaser.

Article 4: Prices

Prices (on Pricelists) are denominated in Euro (excluding VAT other taxes and levies) and are based on the delivery terms and conditions stated in article 3. All quoted prices are per single unit of the Product, unless otherwise indicated.

If there is a change in one or more price determining factors, including but not limited to changes in freight rates, purchase prices or exchange rates, DSE will be entitled to adjust its prices accordingly without prior written notification to the Purchaser.

Only if the price increase represents more than five (5) per cent of the original price DSE will notify the Purchaser in writing as soon as possible and the Purchaser will be entitled to dissolve the order by giving written notification referred to above, failing which the Purchaser will be deemed to have agreed to the price increase.

Article 5: Payment

DSE does not offer credit or part payment facilities. Payment is due immediately upon receipt of the goods by the Purchaser or his assignee or holder of the goods either in cash, by transferable unconditional cheque.

Only if DSE agrees expressly in writing, payment can be made to the latest within eight

(8) calendar days of the invoice date by electronic transfer to the bank account of DSE, mentioned on the invoice. Payment will be deemed to have been made when the amount due is credited to DSE 's bank account. All costs relating to payment will be borne by the Purchaser.

In the event of a complaint being lodged, the Purchaser will still be liable for full and prompt payment.

All extra judicial expenses incurred by DSE for the recovery of its receivables from the Purchaser will be borne in full by the Purchaser. The extra judicial expenses are fixed at ten (10) per cent of the outstanding amount, with a minimum of 200 Euro. Payments made by the Purchaser will be applied first against any expenses and interest due and extra judicial collection costs, and only then against the oldest outstanding amount in principal.

Without prejudice to DSE's other rights, if a period of thirty (30) days after the date of delivery of the goods is exceeded any payment is not made by the Purchaser, the Purchaser will be in default ipso jure, without prior notice of default being required, and will be liable for interest at seven (7) percentage points above the Euribor rate of the European Central Bank for each month or part of the month that the purchaser remains in default.

DSE reserves the right to cease any further delivery of goods to the Purchaser until all outstanding invoices and all possible interest and charges are fully paid.

Article 6: Transfer of Ownership Retention of title

Title to the goods delivered will not pass from DSE to

the Purchaser until the latter has discharged in full all its payment obligations to DSE under these General Terms and Conditions. The goods will remain the property of DSE until they have been paid for in full. If the Purchaser fails to fulfil its obligations to DSE, DSE will be entitled to have the delivered goods be removed from the Purchaser's premises or the premises of the holders thereof.

Article 7: Complaints

The Purchaser is obliged to inspect and examine the Goods immediately at the time of delivery to check whether the delivery complies with the order. If this would not be the case, Purchaser must notify DSE in writing and with motivation of the complaint within five (5) working days after the date of delivery of the goods, failing which the Purchaser will be deemed to have accepted the goods and to have waived all its rights in respect of deficient or non-compliant delivery.

If the Purchaser could not reasonably be expected to have discovered the grounds for its complaint within the period referred to above, that period will be five (5) working days from the date when the Purchaser discovered or should have discovered those grounds, but with a maximum of sixty (60) days from the date of the delivery in question. Complaints must be submitted to DSE by the Purchaser in writing, stating the grounds.

Complaints will only be considered if payment has been made in full within the period allowed.

In the event of delivery of defective goods as referred to above, DSE will, at its sole discretion, replace the goods or parts of the goods to which the complaint relates or compensate the Purchaser. In the case of replacement, the goods or parts of goods replaced by DSE will be returned to DSE and become again the property of DSE. DSE cannot be obliged to provide any further remedy.

Article 8: Guarantee on sold goods

Goods supplied by DSE are subject to the same guarantee as DSE itself receives from its suppliers, the guarantee given by DSE

to the Purchaser is limited to the guarantee which DSE is given by third parties.

Claims under the guarantee must be submitted in accordance with the provisions of article 7.

Recommendations and suggestions, in whatever form, made by DSE, in relation to the goods are made to the best of DSE's knowledge and will not provide grounds for a claim under any guarantee.

No claim may be made under the guarantee if the Purchaser fails to meet in full and on time its payment obligations to DSE, if the cause can be attributed to normal wear and tear of the goods or if the goods have been stocked inadequately or incorrectly by the Purchaser.

Article 9: Liability

DSE excludes all liability for direct and indirect loss, including consequential loss, resulting from incorrect including late delivery, defects in the delivered goods or action by employees of DSE or auxiliary staff used by DSE, except for liability for loss resulting from action by DSE which, intentionally or due to gross negligence, causes loss to be sustained by the Purchaser.

Article 10: Force Majeure

If it is impossible for DSE to deliver all or part of the order of the Purchaser due to one or more circumstances which cannot be attributed to DSE (including but not limited to strikes by or illness among its own staff or that of its suppliers) whether temporary or permanent, DSE will be entitled to dissolve the order of Purchaser with immediate effect.

DSE will not be liable to the Purchaser for compensation of any kind if the order is dissolved on any of the grounds provided for in this article.

Article 11: Conversion

If and to the extent that any provisions of the General Terms and Conditions cannot be applied, either on grounds of reasonableness and fairness or because it is unreasonable onerous, an interpretation as far possible of corresponding content and effect will be applied.

Invalidity or annulment of any provision of these General Terms and Conditions will not imply that the other provisions should also be considered as invalid or annulled.

Article 12: Applicable Law Jurisdiction

These General Terms and Conditions and any contract between DSE and a Purchaser are governed by Dutch Law. Application of the United Nations Convention for the International Sale of Goods (Vienna 1980) is hereby expressly excluded.

All disputes which may arise out or in connection with the General Terms and Conditions/ and /or their implementation and out of or in connection with the contract with the Purchaser will be subject to the exclusive jurisdiction of the competent court in the Netherlands.

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