

GENERAL TERMS AND CONDITIONS OF ALTENBURG PATENT

General terms and conditions of Altenburg Patent, having its place of business in Culemborg and registered in the Commercial Register of the Chamber of Commerce and Industry for Rivierenland as number 11058877.

Article 1 - Applicability

- 1.1 In these general terms and conditions “Altenburg Patent” means Mr B.S.F. Altenburg, trading as Altenburg Patent, with his place of business in Culemborg, and “Client” means the (legal) persons and companies with whom or with which a contract is proposed and/or formed.
- 1.2 These general terms and conditions are applicable to all contracts and other legal relationships with Altenburg Patent and any additional and/or subsequent agreements with Altenburg Patent. Variations to these general terms and conditions or to the stipulations contained in them shall not be valid unless agreed in writing by Altenburg Patent. Any general terms and conditions put forward by the Client are not applicable.
- 1.3 The nullity or nullification of one or more stipulations of these general terms and conditions shall not bar the applicability of the other stipulations of these general terms and conditions. Altenburg Patent and the Client shall enter into consultation to replace the void or nullified stipulations of these general terms and conditions with valid stipulations corresponding as closely as possible to the purpose and intent of the void or nullified stipulations.

Article 2 - Contract

- 2.1 An offer made by Altenburg Patent is without obligation. Errors and omissions in an offer and general information not addressed solely to the Client, shall not be binding on Altenburg Patent.
- 2.2 A contract is formed only by written acceptance or by the performance of an instruction by Altenburg Patent. The written acceptance of the assignment by Altenburg Patent is deemed to be a correct representation of the content of the contract.
- 2.3 Without prejudice to its legal rights to dissolve or cancel a contract, Altenburg Patent may cancel the contract unilaterally with immediate effect if (a) a conflict of interests between the Client and another client arises or may reasonably be assumed during the performance of the service, (b) an application for (provisional) suspension of payment has been filed in respect of the Client, and/or (c) an application has been filed for the Client’s bankruptcy or involuntary liquidation. The Client must inform Altenburg Patent immediately if any of the situations referred to in the previous sentence arise or become known to the Client and/or if any of the legal acts or other transactions referred to in the previous sentence occur.
- 2.4 The termination of the contract, including its dissolution and cancellation, shall not in any circumstances oblige Altenburg Patent to return any consideration already received by Altenburg Patent. The Client cannot under any circumstances derive a right to compensation from the

termination of the contract by Altenburg Patent.

- 2.5 The Client agrees in advance to any transfer by Altenburg Patent of contracts and other legal relationships with Altenburg Patent, including these general terms and conditions, to a legal person or company owned or co-owned either directly or indirectly by Altenburg Patent.

Article 3 - Services

- 3.1 Altenburg Patent is obliged to perform the agreed services with due care and to the best of its ability, in compliance with the arrangements accepted by Altenburg Patent in writing.
- 3.2 Before Altenburg Patent begins to perform the services, and/or on Altenburg Patent's first request during the performance of the services, the Client is obliged to provide Altenburg Patent with all information necessary for or conducive to the proper performance of the contract. This information is to be provided in a form suitable for processing by Altenburg Patent.
- 3.3 Dates quoted by Altenburg Patent for the execution of the services are determined to Altenburg Patent's best knowledge on the basis of the information known to Altenburg Patent at the time of formation of the contract; these dates do not go to the heart of the contract but shall be observed by Altenburg Patent wherever possible. The simple failure to meet such a date shall not constitute default by Altenburg Patent, and the Client cannot derive any right to terminate the contract from Altenburg Patent's simple failure to meet such a date. Dates shall not apply if they cannot be met due to circumstances beyond Altenburg Patent's control arising subsequent to the formation of the contract.
- 3.4 Altenburg Patent has the right to have the execution of all or part of the agreed services carried out by one or more other parties (or one or more specific persons) with the same qualifications. Articles 7:404 and 7:407 of the Dutch Civil Code are not applicable.

Article 4 - Fees and payment

- 4.1 The Client is obliged to pay the fees determined by Altenburg Patent on the basis of Altenburg Patent's tariffs in consideration for the services rendered by Altenburg Patent and is obliged to reimburse the amounts paid by Altenburg Patent to third parties in the context of and/or in respect of those services.
- 4.2 Prices and tariffs quoted by Altenburg Patent are exclusive of value-added tax and other official levies.
- 4.3 If Altenburg Patent determines other prices and/or tariffs during the contract, those prices or as appropriate tariffs shall apply from the date on which they are notified to the Client.
- 4.4 Altenburg Patent's invoices (including pro forma invoices and advance payment invoices) must be paid in euros in accordance with the payment terms shown on the Altenburg Patent invoice. Where no payment date is stated the invoice must be paid in full within 30 calendar days after the date of invoice.
- 4.5 If the Client fails to make due payment within the applicable period the Client will automatically be in default immediately and statutory interest will be payable on the outstanding payment. If the Client fails to make due payment after a first reminder, the Client will be liable to pay Altenburg Patent the

costs of legal assistance incurred by Altenburg Patent at law and otherwise, including the non-liquidated court costs. The costs of extrajudicial legal assistance are set at 15% of the principal sum and the interest for late payment, with a minimum of EUR 500.00 exclusive of value-added tax.

- 4.6 Notwithstanding any instruction to the contrary by the Client, Altenburg Patent has the right to apply payments made by the Client to the settlement of statutory interest and the costs of legal assistance at law and otherwise, and only thereafter to the reduction of the principal sum.
- 4.7 If the Client fails to comply fully or to comply within the applicable period with payment obligations towards Altenburg Patent, Altenburg Patent shall with immediate effect have the right to suspend its obligations towards the Client completely and/or not to meet those obligations.

Article 5 - Liability and compensation

- 5.1 Altenburg Patent's liability and its legal obligations regarding compensation are limited by the present article 5. The present article 5 applies mutatis mutandis to claims by the Client on the ground of a wrongful act by Altenburg Patent. Employees of Altenburg Patent and other parties engaged by Altenburg Patent for the execution of its obligations have the right to invoke the present article 5 against the Client.
- 5.2 Altenburg Patent is liable solely for shortcomings attributable to Altenburg Patent on the grounds of wilful misconduct or gross negligence on the part of Altenburg Patent. Conduct by parties engaged to assist Altenburg Patent in the execution of its services in compliance with articles 3.1 and 3.4, the use of incomplete and/or incorrect information from third parties and/or faulty resources, and the exercise of the rights specified in article 4.7 shall not under any circumstances be regarded as shortcomings attributable to Altenburg Patent.
- 5.3 Any liability for compensation by Altenburg Patent is limited to direct loss up to a maximum of the indemnity payable to Altenburg Patent under its liability insurance in respect of the compensation obligation. Direct loss shall not include consequential loss, trading loss, loss of profit, (consequences of) loss of time and other detriment other than financial loss.

Article 6 - General

- 6.1 Contracts and other legal relationships with Altenburg Patent and all legal acts preceding such relationships shall be governed solely by Dutch law. The court with subject-matter competence in the District of Arnhem shall have sole jurisdiction and shall have exclusive competence to take cognisance of any disputes arising directly or indirectly from this contract.
- 6.2 The Client shall keep Altenburg Patent informed of the Client's correct name and address details (including telephone numbers, fax numbers and e-mail addresses) and shall inform Altenburg Patent immediately in writing of any change to the Client's name and address details (including telephone numbers, fax numbers and e-mail addresses).
- 6.3 All legal claims and other rights against Altenburg Patent in connection with the services rendered by Altenburg Patent become time-barred and/or lapse no later than one year after the time at which the Client became aware or reasonably ought to have been aware of the existence of the legal claim or right in question.

6.4 Where Altenburg Patent uses a version of these general terms and conditions in a language other than Dutch and there are differences between the Dutch version and the non-Dutch version, the version in the Dutch language shall solely be binding.

Culemborg, 20 April 2004