

General Sales Terms and Conditions (Algemene Voorwaarden) Cinar Trading Europe B.V.

Article 1 Applicability

1.1 These General Terms and Conditions are applicable to all quotations, requests and offers, as well as every agreement to supply goods and / or services (hereafter: “**Agreement**”) of the limited company Cinar Trading Europe B.V., located and with registered offices in Eindhoven, the Netherlands, as well as companies affiliated to Cinar Trading Europe B.V., (hereafter jointly referred to as “**Cinar**”). Any terms or conditions which deviate from these General Terms and Conditions will only apply if these have been explicitly approved in writing by Cinar.

1.2 The applicability of general and / or other (purchasing) terms and conditions of the other party to Cinar, (hereafter referred to as “**Buyer**”), is explicitly rejected by Cinar, unless these terms and conditions, or a part thereof, have been accepted explicitly in writing by Cinar.

1.3 A Buyer who concludes an Agreement with Cinar subject to the acceptance of these General Terms and Conditions also accepts that these General Terms and Conditions will apply to all subsequent Agreements.

1.4 Cinar is entitled to alter these General Terms and Conditions unilaterally. Cinar will provide Buyer with timely notification of such changes.

1.5 Buyer is only entitled to call on terms which differ from those in these General Terms and Conditions if these differing terms have been explicitly accepted by Cinar in writing in a separate agreement. Where the separate agreement contradicts these General Terms and Conditions the provisions of the separate agreement or Agreement will prevail above the provisions in the General Terms and Conditions.

1.6 In the case of the invalidity or annulment of one or more of the provisions of the Agreement or of these General Terms and Conditions the other provisions remain in force in their entirety. Cinar and Buyer will then negotiate a replacement of the invalid or annulled provisions of these General Terms and Conditions, by provisions which as far as possible meet the intention of the invalid or annulled provisions.

Article 2 Effectuation

2.1 Quotations provided by Cinar are without obligation and do not oblige Cinar to supply the goods or services offered to Buyer. Unless otherwise specified in the quotation, this is valid no longer than 14 (fourteen) days.

2.2 Offers or quotations are not automatically applicable to repeat orders.

2.3 An Agreement between Cinar and Buyer comes into effect after Cinar has confirmed an order in writing to Buyer or Cinar has within four weeks of the order having been placed, begun actual implementation of the order. Agreements entered into via agents, sales representatives and/ or other persons, only bind Cinar after these Agreements have been confirmed by Cinar in writing, or Cinar has begun the actual implementation thereof.

2.4 Changes related to the Agreement will only come into force if these have been agreed in writing by Cinar and Buyer.

Article 3 Delivery, ownership and risk

3.1 Any delivery term given is always an approximation and not an expiration date, unless explicitly agreed in writing. Cinar will make reasonable efforts to realise the delivery of the goods and/or services on the approximate delivery date given. Cinar will inform Buyer if, and as soon as it has any indication that the approximate delivery date will not be met. If possible, Cinar will give an indication of the new delivery date.

3.2 Unless explicitly agreed otherwise in writing the Cinar warehouses (in Eindhoven) will apply as delivery location.

3.3 Ownership of the goods supplied by Cinar remains with Cinar until Buyer has met all subsequent obligations of any Agreement made with Cinar, being:

- reciprocation for the goods and/or services supplied or to be supplied;
- finally meeting any claims by Cinar against Buyer as a result of failure on the part of Buyer to meet, either in part or in full, any Agreement made with Cinar.

3.4 The liability and the risk for the goods and/or services to be supplied by Cinar transfer to Buyer at the moment of delivery of the goods to Buyer.

Article 4 Obligation to Inform

4.1 At the first request to do so by Cinar, Buyer is obliged to provide Cinar with all information relevant to the Agreement, including but not limited to the correct BTW (sales tax) identification number, as well as the name under which Buyer is registered with the relevant tax authority.

Article 5 Prices

5.1 Unless stated otherwise, the prices used are based on the purchasing prices, wages, wage costs, social and government charges, transport costs, insurance premiums and other costs applicable at the time of the quotation, or the order date respectively. All prices stated are exclusive of any sales tax which may be due.

5.2 In the case of an increase in one or more cost price factors, Cinar is entitled to increase the order prices accordingly, in due consideration of any statutory applicable requirements, provided however that details of any known future price increase are stated at the time the Agreement is entered into.

Article 6 Surety

6.1 Cinar has the right to demand sufficient surety from Buyer with respect to the ability to meet any payment obligation, including requiring Buyer to make advance payments, prior to making delivery or continuing with subsequent deliveries, or meeting any other obligation arising from the Agreement.

6.2 In the case of reasonable doubt on the part of Cinar regarding Buyer's ability to pay, Cinar has the right to postpone delivery.

Article 7 Complaints

7.1 Buyer is obliged to carry out (arrange for) inspection of the goods supplied by Cinar on delivery, or as soon as possible (no later than within 24 hours after delivery). Buyer must check that what has been supplied is in accordance with the Agreement, namely: - if the correct goods and/or services have been supplied;

- if the goods and/or services supplied are in accordance with what has been agreed, with respect to quantity (for example, quantity and amount);

- if the goods and/or services supplied meet the agreed quality requirements, or, if these have not been specifically agreed, the requirements which could be expected for normal use and/or normal purposes.

7.2 If defects are discovered, Buyer must inform Cinar in writing within 8 (eight) working days after delivery of the goods and/or services.

7.3 If the defects or claims stated by Buyer under article 7.2 are acknowledged as founded by Cinar, at Cinar's discretion, Cinar can opt to rectify the defect or to refund the net invoice amount.

7.4 Complaints with respect to invoices should be made by Buyer in writing to Cinar within 8 (eight) days after the invoice date of the invoices.

7.5 The submission of a claim does not relieve Buyer of its obligations arising from the Agreement with Cinar.

Article 8 Guarantee

8.1 Cinar only guarantees that the goods it has supplied have the characteristics needed for their normal use, as well as the characteristics needed for any special use, where this special use has been explicitly included in the Agreement with Cinar.

8.2 The guarantee as defined in article 8.1 does not apply if the goods to which the guarantee refers:

a. are, or have been used other than in accordance with their order or improperly, and/or

b. user instructions have not been followed, and/or

c. incompetent repairs have been carried out, and/or

d. alterations have been made and/or (serial)numbers or seals have been damaged or removed.

8.3 If a guarantee is given by Cinar, then the term of the guarantee is equal to the number of months the producer or supplier has guaranteed to Cinar, unless otherwise explicitly agreed in writing, however never longer than the statutory guarantee period.

8.4 If the guarantee given by Cinar is for goods or services which are situated outside the Netherlands, Cinar is then only liable for the costs for repair or replacement up to the amount that these costs would have been if this was carried out in the Netherlands.

8.5 If Buyer claims against the guarantee with respect to goods supplied by Cinar, these can only be returned by Buyer to Cinar after prior written permission from Cinar.

8.6 If, in consideration of article 8.5, goods are returned, these must be accompanied by the original invoice given by Cinar to Buyer, together with the possible associated proof of guarantee completed in full, and a clear description of the complaint.

Article 9 Liability

9.1 Lack of, late and/or defective delivery as well as the inadequate functioning of the goods and/or services, supplied does not give Buyer the right to damage compensation and/or rescission, where there is a case of force majeure on the part of Cinar.

9.2 Irrespective of any other rights it may have, Cinar has the right, should it for reasons beyond its control (“force majeure”) be prevented from implementing the Agreement either on time or at all, the right to suspend implementation of the Agreement, or to rescind all or part of the Agreement, at its own discretion, without any obligation to pay damages or other reparations.

9.3 Force majeure on the part of Cinar includes where, if after entering into the Agreement, Cinar is prevented from meeting its obligations under this Agreement as a result of: War, threat of war, civil war, civil unrest, risk of war, fire, water damage, flood, strikes, occupation, lock-out, import and export restrictions, government measures, defects in machinery, disruptions to the supply of energy, all of which in the Cinar organisation or that of third parties from whom the supplier must source the necessary (raw)materials or resources in part or in full, as well as during storage or transportation whether or not under its own control and also all causes not attributable to Cinar, or circumstances beyond Cinar’s scope of fault or risk.

9.4 All liability on the part of Cinar for indirect damages, including consequential damages, loss of profit, missed savings and damages due to stagnation of company productivity, is totally excluded.

9.5 Cinar’s total liability as a result of attributable failings in meeting its obligations under an Agreement with Buyer is limited to paying direct damages to the amount for which Cinar has taken out Insurance cover, and in any case a maximum of Euro 5,000 (five thousand).

9.6 Cinar’s liability as a result of attributable shortcoming in the fulfilment of its obligations under an Agreement only come into effect if Buyer serves notice of default to Cinar immediately and in writing, such notice to include a reasonable period in which Cinar is able to remedy the breach, and Cinar has failed to remedy this shortcoming in meeting its obligations within this reasonable period. To avoid misunderstandings, Buyer should include in the notice of default as detailed as possible a description of the breach of Cinar’s obligations.

9.7 Buyer indemnifies Cinar against all claims from third parties with respect to the goods supplied by Cinar, with the exception of claims and demands which cannot be excluded with respect to Buyer on the grounds of mandatory legal regulations.

Article 10 Rescission

10.1 Cinar is entitled, without affecting its full rights to compensation of costs, damages and/or interests, to rescind all or part of the Agreement, without the need to serve notice or legal intervention with immediate effect when:

- a. a bankruptcy request has been served against Buyer or Buyer is declared bankrupt;
- b. Buyer has submitted a request for suspension of payment or such a request has been honoured;
- c. a request has been submitted or honoured for application of the “Wet Schuldsanering Natuurlijke Personen” (debt restructuring for natural persons);

- d. Buyer dies or is placed under receivership;
- e. Buyer moves to suspension, liquidation or transfer of his business or moves to change the purpose of his business;
- f. a writ of sequestration is served on all or part of the Buyer's property;
- g. Buyer fails to meet any of the obligations under an Agreement or in law;
- h. Buyer fails to make payment of the amount invoiced or a part thereof within the stated term.

Article 11 Termination

11.1 Cinar is entitled to terminate a perpetual Agreement via registered mail respecting a notice period of 2 (two) months.

11.2 Cinar is entitled to terminate a fixed-term Agreement via registered mail respecting a notice period of 1 (one) month.

Article 12 Right to suspend performance

12.1 If and for as long as Buyer fails to meet any of its obligations arising from its Agreement with Cinar, or any associated agreement, appropriately or on time, Cinar has the right to suspend fulfilment of its obligations under an Agreement.

12.2 Buyer is not entitled to suspend fulfilment of its obligations under an Agreement.

Article 13 Payment

13.1 Unless otherwise agreed, payment by Buyer should be made, either net in cash on delivery, or by means of bank deposit or transfer to a bank or giro account designated by Cinar, as determined by Cinar, within 30 (thirty) days of the invoice date, without the right to any deductions or compensation.

13.2 Cinar is at all times authorised to make use of its right to set-off.

Article 14 Interest and costs

14.1 If payment has not been made within the term stated in article 13, Buyer is in breach, and Cinar is entitled to charge Buyer interest of 2% (two per cent) in addition to the applicable statutory commercial interest, on the amount due.

14.2 All judicial and extra-judicial costs are for the account of Buyer. The extra-judicial debt collection costs are at least 15% (fifteen per cent) in the Netherlands and 20% (twenty per cent) for countries other than the Netherlands of the principal sum owed by Buyer with a minimum of Euro125 (one hundred and twenty five).

Article 15 Cancellation

15.1 If an order accepted by Cinar is cancelled by Buyer, Cinar is entitled, provided that it accepts the cancellation, to charge a fixed compensation for damages of 30% (thirty per cent) of the invoice amount, plus any costs, such as those charged by suppliers to Cinar.

Article 16 Proof

16.1 In determining the scope of the payment obligations of Buyer the administrative records of Cinar are decisive, unless Buyer is able to provide objective evidence to the contrary.

16.2 Between Cinar and Buyer the quantities, measurements and weights specified on the invoice or consignment note will count as correct, unless Buyer is able to provide objective evidence to the contrary.

Article 17 Applicable jurisdiction and disputes

17.1 All quotations, transactions, orders and agreements Cinar enters into with Buyer – unless explicitly agreed otherwise - are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is explicitly excluded and the Convention does not apply to the Agreements between Cinar and Buyer.

17.2 All disputes related to and/or arising from these General Terms and Conditions and/or Agreements to which these General Terms and Conditions apply, will generally be judged by the suitably authorised judge in Roermond (the Netherlands (NL)). Contrary to the above, Cinar reserves the right to present any possible disputes to the relevant judge in the place where Buyer is legally based.

Article 18 Miscellaneous

This translation of the “Algemene Verkoop Voorwaarden” is provided for your convenience only. In the case of any discrepancy with the original, the Dutch version will prevail.