

INTERNATIONAL TERMS AND CONDITIONS OF

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1. Conditions of Sale

Sales are expressly made conditional on the Buyer's assent to the terms and conditions stated hereafter. Any general conditions of purchase submitted by Buyer are binding upon Seller only if confirmed by Seller in writing.

2. Offers and Orders

All offers submitted by Seller are not binding upon Seller. Orders and verbal agreements are binding upon Seller only if and as far as he has confirmed them in writing or by Seller authorized forms or complied herewith by shipment of Goods and submission of an invoice. Goods include packaging unless contained in returnable packing.

3. Payment Terms and Conditions

Buyer shall pay to Seller the total price stated in the invoice. Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted. Payments must be made directly to Seller. Any discount as well as the amount thereof must be expressly agreed. Discount will only be deducted when all amounts due at that time have been settled and such deductions will not be made at any time after the date of full settlement. Bills of Exchange are not accepted as cash settlement; they will only be accepted as performance of the contract if specifically agreed.

Prices are set forth herein F.O.B. Seller's place of business Rayong, Thailand, or other shipping point designated by Seller and shall be exclusive of all sales, use or other similar taxes.

Route and means of transport are Seller's choice. Buyer's wishes shall be taken into consideration as far as possible, any additional costs shall be billed or attributed to Buyer's account for payment.

Each shipment will be invoiced as of the date of shipment, and, if not paid in full within thirty (30) days thereafter, interest shall accrue on the outstanding balance at the rate of one and one-half percent (1 1/2 %) per month thereafter. Should Seller sustain higher loss because of Buyer's failure to make full payment within thirty (30) days, Seller is entitled to claim higher damages.

Buyer shall pay the following expenses if incurred by Seller: (i) taxes, insurance, freight, cartage and warehousing; and (ii) upon default, all costs incurred, including reasonable attorney's fees, in enforcing Buyer's obligations or preserving the Seller's rights in taking possession, preserving and disposing of the Goods; and (iii) incidental expenses such as bank charges incurred in remittance, charges for establishing letters of credit/guarantees in accordance with contract and charges for release of shipping documents, are attributable to Buyer's account and shall be paid by Buyer.

Any variation in the price generally quoted by Seller for similar Goods coming into effect between the time of confirmation of the order and the time of delivery shall apply to the present contract. The party placing the order shall be informed immediately of the increase in price. Buyer may object to the increase within seven (7) days of notification. In such case Seller shall have the option either to rescind the contract or to deliver the Goods at the originally quoted price. The Seller's decision to rescind or deliver shall be notified to Buyer immediately. On termination under this provision Buyer shall have no further claim against Seller. Instalment contracts shall be similarly dealt with for the delivery of batches not yet delivered.

4. Security interest

In addition to the security provisions found in Sections 6 and 10, as additional credit for payment of the purchase price of the Goods, or for any credit hereafter extended by Seller to Buyer, Buyer hereby grants, assigns and conveys to Seller a security interest in all rights, title and interest of

Buyer in and to the Goods in any proceeds thereof. Buyer agrees to execute either prior or subsequent to delivery, upon Seller's request, such other security agreements, financing statements and any and all other documents and agreements necessary to give Seller a perfected security interest with respect to all Goods purchased herein and with respect to all Goods purchased by Buyer from Seller prior to the date hereof, or hereafter purchased by Buyer from Seller and any proceeds thereof, and to pay the cost of filing such documents and agreements in any public office.

5. Delay or Nonperformance

Seller is entitled to withhold delivery until Buyer has fulfilled his obligations, or until appropriate securities are demanded by Seller are given by Buyer, or Seller's discovery that Buyer's state of indebtedness at time of concluding contract would prevent Buyer, based on conservative business judgement rules, from being able to make payment to Seller pursuant to the agreed upon terms.

The shipping dates communicated to Buyer are approximate. A shipment made within a reasonable time before or after the date specified for shipment shall be deemed to be a timely shipment. Seller agrees to make its best efforts to ship within the time stated, but Seller shall not be liable for failure to ship or delay in shipment, or failure or delay in other performance hereunder if such failure or delay is due in whole or in part to delayed deliveries or non-delivery by Seller's suppliers, strikes, lock-outs, work stoppages, fires, accidents, wars, rebellions, civil commotion or public strike, acts of any government, whether legal or otherwise, acts of public enemies, force majeure, inability to secure or delay in securing transportation, inability to obtain or delay in obtaining machinery, materials or sufficient qualified labour, or any other causes beyond the Seller's reasonable control, whether similar or dissimilar to the foregoing. Under these or similar circumstances, Seller reserves the right to be immediately released from all obligations with regard to delivery.

Should the delivery date be exceeded due to Seller's fault, Buyer, after expiry of a reasonable extension of the term of delivery granted by Buyer in writing, and under exclusion of any further rights, shall be entitled to either withdraw from the contract or to claim damages under the contract. Claims for damages by buyer on the grounds of late delivery or non-delivery are, however, limited in amount to the invoice value of the quantity of Goods delayed or not delivered.

6. Title, Risk of Loans, Insurance

Notwithstanding anything to the contrary herein contained or implied Seller shall retain title to the Goods until all amounts payable by Buyer pursuant to this contract are paid in full to Seller. Risk of loss of, or damage to, the Goods shall pass from Seller to Buyer when the Goods are placed in the possession of the carrier, F.O.B. Seller's place of business at Rayong, Thailand, or other shipping point designated by Seller for shipment to Buyer. The risk shall further pass to Buyer in the event of wrongful refusal or failure by Buyer or his agents to accept the Goods or that Buyer's state of indebtedness prevents Buyer from making the requisite payments on the date on which Seller is prepared to effect dispatch. In all cases mentioned above Seller may add any further storage and haulage to invoice plus 1 % of invoice for administration.

If the shipment is delayed or deferred by an act or omission of Buyer, Buyer agrees to assume all risk of loss of, or damage to, the Goods from the time the Goods are completed and ready for shipment. Identification of the Goods shall occur as each shipment is placed in the hands of the carrier. Buyer shall specifically insure the Goods against "all risks", subject to normal exclusions, from the time the risk of loss passes to Buyer during storage (if applicable), during transit, during unloading, during installation and continuously thereafter until all amounts payable by Buyer are paid in full to Seller for no less than the total amount owing to Seller, with loss payable to Seller as the Seller's interests may appear. Evidence of such insurance satisfactory to Seller shall be submitted by Buyer prior to shipment or Seller may procure such insurance at the Buyer's expense.

7. Acceptance and Limited Warranty

Seller warrants the Goods to be free from defects in workmanship and/or materials.

Advice and information concerning, for example, the use, processing and application of the Goods are given to the best ability and knowledge of Seller's staff, but are given without any liability. Technical and chemical information on Goods do not guarantee specific properties of such Goods.

Buyer must check that delivered material is of the contractual quality and suitable for intended purpose and notify Seller of any defects in the Goods. If within ten (10) days of Buyer's receipt of the Goods, Buyer fails to make such a check or fails to make the check in the appropriate manner, or fails to report patent defects to Seller, then the Goods shall be considered approved and accepted by Buyer in respect to such defects. Latent defects shall be deemed approved if such defects are not reported to Seller as soon as they are discovered and the report to Seller is not made within six (6) months after dispatch at the agreed place of dispatch. Any complaints must quote date of order and invoice and dispatch number.

Inquiries by Seller into complaints made by Buyer regarding the Goods do not release Buyer from his obligations to effect payment in full.

In case of justified and properly notified complaints, Seller shall reduce the price or remedy the defect or exchange the Goods or take them back and refund the purchase price; Seller shall decide which of these options to exercise.

No Goods shall be returned without the express prior written approval of Seller after a determination by Seller that such Goods are defective because of poor workmanship or defective materials.

EXCEPT AS NOTIFIED IN THE PRECEDING PARAGRAPH, SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS AND THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY UNDER ALL CIRCUMSTANCES SHALL BE LIMITED TO THE PURCHASE PRICE OF THE GOODS OR, AT THE ELECTION OF SELLER, THE SUBSTITUTION OF THE GOODS. AND SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO BUYER OR A THIRD PARTY. ESPECIALLY THE SUITABILITY OF THE GOODS FOR THEIR INTENDED USE IS AT THE BUYER'S RISK.

8. Representations; Default

Buyer represents upon entering into this agreement for sale that Buyer is not insolvent. In the event that Buyer becomes insolvent before delivery of the Goods, he will notify Seller. Failure to notify Seller shall be construed as a reaffirmation of Buyer's solvency at time of delivery. Buyer shall be deemed to have renewed the representation of solvency as of the date of any subsequent order for Goods from Seller. Buyer shall be deemed to be in default if Buyer fails to comply with all the terms hereof or if Buyer fails to accept any shipment made in accordance with the terms hereof. In the event of Buyer's default upon refusal to accept shipment, Seller shall be entitled to all monies paid by Buyer on account as the Seller's partial or entire damages, as the case may be. If Buyer fails to make any payments in cash when due, then, upon written demand by Seller to Buyer, Seller shall have the rights of immediate possession of the Goods, which Buyer agrees to tender peacefully to Seller. Seller shall have, in addition to such rights of immediate possession, all the rights and remedies of a Seller in addition to all other rights as established herein and as available in equity or at law, which rights and remedies, to the extent permitted by law, shall be cumulative.

9. Cancellation

Buyer agrees that an order shall in no event be subject to cancellation except by prior written consent of Seller and then only after Seller is fully reimbursed to work performed and materials used.

10. Rights of Possession

Seller shall have the rights, in addition to all others it may possess, at any time, for credit reasons or because of Buyer's defaults, to recall Goods in transit, retake same, and repossess all Goods which may be stored with Seller for Buyer's account, without the necessity of taking any other proceedings, and Buyer consents that all Goods so recalled, retaken or repossessed shall become the absolute property of Seller. In the event that Buyer defaults in the due performance of or compliance with any of the terms or conditions hereof or a proceeding in bankruptcy, assignment for benefit of creditors, insolvency, receivership or reorganization is instituted by or against Buyer or Buyer's property or business, or Buyer is anyway liquidated, Seller may, at its option, terminate this agreement upon written notice and shall be relieved of all obligations hereunder.

BARBE (THAILAND) LTD.

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11. Indemnification

To the extent that Buyer's agents, employees, contractors or subcontractors enter upon the premises occupied by or under the control of Seller or any of its customers or suppliers in the course of performance hereunder, Buyer shall take all necessary precautions to prevent the occurrence of any injury, including death, to any person or any damage to any property arising out of any acts or omissions of such agents, employees, contractors or subcontractors. Except to the extent that any such injury or damage is due solely and directly to Seller's negligence, Buyer shall indemnify and hold Seller harmless against all losses, claims, liabilities and expenses, including reasonable attorney's fees, arising out of any act or omission of Buyer, its agents, employees, contractors or subcontractors, and Buyer shall maintain such Public Liability, Property Damage and Employee's Liability and Compensation Insurance as will protect Seller from any claims under applicable Acts.

12. Information Disclosed

No information or knowledge heretofore or hereafter disclosed to Seller in the performance of or in connection with the terms hereof shall be deemed to be confidential or proprietary unless otherwise expressly agreed in writing by Seller, and any such information or knowledge shall be free from restrictions, other than a claim for patent infringement, as part of the consideration hereof.

12.1 Proprietary Rights

Buyer shall collaborate in any measures Seller may take to protect Seller's proprietary rights in the delivered Goods. Should a third party either express the intention to or try to assert or substantiate proprietary rights in the Goods, Buyer shall inform Seller immediately.

All intellectual property ownership rights, "know-how", patents, copyrights and other property rights arising out of the Seller's drawings, specification, samples, etc. shall be construed as and remain the property of Seller. Such property rights and know-how must not be made available by Buyer to third parties. All the tools, dies, patterns and fixtures, if any, required for the manufacture of the Goods shall remain the sole property of Seller and shall remain in or be returned to the Seller's possession, whether or not Buyer has paid Seller for such items. Information or knowledge heretofore or hereafter disclosed to Buyer in the performance of or in connection with the terms hereof shall be deemed to be confidential or proprietary unless otherwise expressly agreed in writing by Seller.

12.2 Trademarks

Many of the products supplied by Seller carry a trademark. Should such products be repacked, re-decanted or further processed or mixed with other substances, all of which requires written consent of Seller, the trademark may be used in connection with repacked, re-decanted or further processed products by Buyer only with the express written consent of the trademark owner.

13. Patents

Buyer shall indemnify and hold Seller harmless from and release and not make claim or suit against Seller because of any suits, claims, losses or other liability made against or suffered by Buyer arising from any claims of, or infringement of, patent, copyright, trademark, or other proprietary right or claim of unfair trade or of unfair competition, resulting from, or occasioned by, Buyer's use, possession, sale or delivery of the Goods.

14. Claims; Commencement of Actions

14.1 No claims against Seller will be allowed unless asserted in writing within sixty (60) days after delivery, or in the case of an alleged breach of warranty, within sixty (60) days after the date within the warranty period on which the defect is or should have been discovered by Buyer.

14.2 Any lawsuit or other action based upon breach of this contract upon any other claim arising out of this sale (other than an action by Seller for the purchase price) must be commenced within one (1) year from the date of the tender of delivery by Seller, or in the case of a cause of action based upon an alleged breach of warranty, within one (1) year from the date within the warranty period on which the defect is or should have been discovered by the Buyer.

15. Notice

Any Notice or payment to be given hereunder shall be sufficient if in writing and delivered personally, or mailed by certified mail, postage prepaid, to the address noted on the reverse side hereof, or in each case, to such other address as either party may from time to time designate in writing to the other.

16. Miscellaneous

16.1 There shall be no assignments of contracts executed under these Conditions of Sale by Buyer and no amendment or other modification of these Conditions shall be effective without the express written consent of Seller.

16.2 These General Conditions of Sale shall constitute together with order and acceptance of order the entire and final agreement between Seller and Buyer. All representations, warranties, covenants and affirmations shall not be valid unless incorporated in these General Conditions of Sale or a written amendment specifically designated as such.

16.3 In addition to the foregoing conditions, the "Incoterms" as issued by the International Chamber of Commerce in Paris apply; the newest version at the time of the execution of an order shall be applicable.

16.4 In case one of the above clauses should not be legally binding, the validity of the other stipulations shall not be affected. The invalid clause shall be substituted by the regulation best representing Seller's intention.

16.5 This contract shall be governed by the laws of Thailand and the Buyer agrees to submit to the jurisdiction of the judicial system at the Seller's place of business.

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