

GENERAL TERMS AND CONDITIONS OF MACCITY

Governing the provision of services in relation to storage by and delivery by way of a "Forwarder"

Article 1 - Definitions

In these general terms and conditions the following terms are used:

MacCity: MacCity B.V., with its registered office at Reaal 9^E, 8305 BP Emmeloord (the Netherlands), listed in the Commercial Register of the Chamber of Commerce under number 60196106, as well as its legal successors.

Forwarder: the counterparty of MacCity to which these general terms and conditions apply.

Parties: MacCity and Forwarder jointly.

Article 2 - Applicability

1 These general terms and conditions are applicable to

- (i) All legal relationships in which MacCity has sold goods to a third-party purchaser and the Forwarder has undertaken to that third-party purchaser to take the goods into its custody, inspect them and deliver them to the third-party purchaser after they have been released by MacCity;
- (ii) all legal relationships in which MacCity has purchased goods from a third-party vendor and, on the instructions of MacCity, the Forwarder takes them into its custody, inspects them and surrenders them to MacCity after they have been released by the third-party vendor;
- (iii) all other legal relationships in which the Parties agree on the applicability of these terms and conditions.

Once the applicability of these terms and conditions has been agreed, they shall also apply by operation of law to future, similar contracts/agreements, so that their applicability will not explicitly have to be agreed again.

2 The applicability of these general terms and conditions excludes the applicability of any set of general terms and conditions used by the Forwarder. The applicability of these general terms and conditions does not, however, exclude the possible applicability of additional sets of general terms and conditions used by MacCity. In case of conflict between provisions in different sets of general terms and conditions, the provisions will apply which, at the discretion of MacCity, offers it the best legal position.

3 The general terms and conditions have been drafted in the Dutch and English language. The Dutch text will prevail in case of a difference between the English and Dutch version.

Article 3 - Procedure in case the Forwarder acts on behalf of the counterparty of MacCity

1 If the Forwarder takes delivery on the instructions of a third-party purchaser of goods purchased from MacCity on behalf of that third party, the following procedure will apply between the Forwarder and MacCity.

2 Goods must be delivered to the Forwarder in a packaged condition at the location agreed in advance. MacCity can be represented in this matter by a third party, particularly a haulier. If MacCity or its third-party representative sets a delivery time in advance, that delivery time will apply only as an approximation of the expected time, without the Forwarder being able to derive any right from it. The Forwarder must see to it that employees are present at the time of delivery to take delivery of the goods.

3 Prior to or at the time of delivery, a list will be made available to the Forwarder containing a description of the goods. The list must in any case indicate which type(s) of goods are delivered for shipment and in which quantity/quantities.

4 Immediately after taking delivery of the goods, the Forwarder must check whether the goods delivered match the list referred to in the preceding paragraph. The Forwarder must also check whether the goods show immediately recognizable defects.

5 The Forwarder must keep the goods on hold, i.e. they may not be made available to third parties, including the third-party purchaser, under any circumstances, unless MacCity has given written permission to do so in accordance with these terms and conditions.

6 MacCity will be entitled at any desired time, provided during office hours, to gain access to the goods and judge whether the all obligations to which the Forwarder is subject have been fulfilled.

7 MacCity will have the right at any time it desires to take back the goods before delivery to the Purchaser has taken place.

8 After delivery, the Forwarder must inspect the goods elementarily as soon as possible, but within two days at the latest. In doing so, the Forwarder must determine whether the products and quantities specified by MacCity are present and have no defects.

9 If the goods show a deviation, the Forwarder must notify MacCity and the third-party purchaser to that effect immediately. Afterwards, the Parties will consult about the further course of affairs, stock-taking and settlement.

10 If the goods do not show any deviations, the Forwarder must notify the Purchaser to that effect immediately. The Forwarder will do so by notifying the third-party purchaser in writing, while simultaneously sending a copy to MacCity:

- (i) Which goods it has in custody, including the type, quantity and condition of the packages;
- (ii) What inspections the Forwarder has conducted;
- (iii) That no irregularities, defects in particular, have come to light during them.

Should it subsequently appear that the report was not reliable, the Forwarder will be liable for the loss incurred by MacCity as a result of this, which will be at least the replacement value of the products in question.

11 At the time MacCity is of the opinion that the goods may be made available to the third-party purchaser or another third party, MacCity will inform the Forwarder of this in writing by sending a Release. This notice will state which goods can be delivered to which party. This notice will be communicated by e-

mail and then confirmed by telephone. Only if MacCity has received both notifications as such may the Forwarder proceed to deliver the goods indicated on the Release to the indicated third party.

12 Immediately after delivery of the goods to the Purchaser, the Forwarder must inform MacCity to that effect, while submitting the statement signed by the Purchaser and a copy of the proof identity used.

Article 4 - Procedure in case the Forwarder acts on behalf of MacCity

1 If the Forwarder takes delivery of the above-mentioned goods from the third-party vendor on the instructions of MacCity, the following procedure will apply between the Forwarder and MacCity.

2 The Forwarder will notify MacCity in writing as soon as it has received the goods.

3 After delivery, the Forwarder must inspect the goods as soon as possible, but within two days at the latest. In doing so, the Forwarder will determine whether the products and quantities specified by MacCity are present. The Forwarder must not conduct any inspection that would prevent the goods from being returned to the counterparty in the same condition (including packaging), if so desired.

4 If the goods show a deviation, the Forwarder will inform MacCity and the third-party purchaser of this without delay. Afterwards, the Parties will consult about the further course of affairs, stock-taking and settlement.

5 If the goods do not show any deviation, the Forwarder will inform the third-party purchaser of this without delay. The Forwarder will do so by notifying the third-party purchaser in writing, while simultaneously sending a copy to MacCity:

- (i) Which goods it has in its custody, including the type, quantity and condition of the packages;
- (ii) What inspections the Forwarder has conducted;
- (iii) That no irregularities, particularly defects, have come to light during them.

Should it subsequently appear that the report was not reliable, the Forwarder will be liable for the loss incurred by MacCity as a result of this, which will be at least the replacement value of the products in question.

6 As soon as the Forwarder receives notification from the third-party vendor that the goods may be released to MacCity, the Forwarder must inform MacCity to this effect in writing and by telephone. From that time, the Forwarder must not prevent MacCity in any way from taking possession of the goods or having possession taken of them. The Forwarder must therefore not suspend for example its obligation to deliver to MacCity, not even by exercising a right of retention, or having any form of attachment imposed on them.

7 If the Parties agree that the Forwarder will provide for transport of the goods to MacCity, the costs of this will be deemed to be included in the agreed price, and the goods will be transported at the expense and risk of the Forwarder.

Article 5 - Payments

1 The Forwarder will invoice MacCity for a fee agreed in advance for its services. The invoice must be specified, i.e. it must be clear from the invoice to which goods and which Purchaser the invoiced services relate, and the reference number of MacCity must be quoted on it.

2 MacCity will pay the amount it owes within 60 days of receipt of an invoice that meets the requirements set in the preceding paragraph, unless otherwise agreed. MacCity will be entitled to set off the amount it owes against any claim it has against the Forwarder, even if that claim is not (yet) due and payable. Furthermore, MacCity will be entitled to suspend its payment if it has a justified reason during the period to presume a breach on the part of the Forwarder, even if the breach relates to a different contract from that to which the invoice pertains. In this case, if there is a breach, the invoice will be paid at the time the breach has been remedied, or set off against a claim for damages against the Forwarder ensuing from that breach. If no breach proves to exist, payment will finally be made.

3 If a fee has been agreed in advance for the services of the Forwarder, but the services actually encompass less than agreed for any reason, the Forwarder will only be able to claim that part of the fee that corresponds pro rata to the work actually performed.

Article 6 - Liability

1 The Forwarder shall be liable for the loss MacCity incurs as a result of failure to perform any obligation to which the Forwarder is subject, without any notice of default being required. The loss incurred by MacCity will be determined between the Parties at the new value of the products concerned, unless MacCity can make it plausible that its actual loss was or will be more, in which case that (full) loss must be compensated. This liability will also apply to other services that are connected with a contract to which these terms and conditions apply, such as in particular services relating to transport.

2 MacCity shall never be liable for any damage and/or loss the Forwarder incurs as a result of its services, in particular as a result of storage of the goods. The Forwarder indemnifies MacCity for any claim brought by a third party against MacCity and relating to the services provided by the Forwarder, particularly to storage of the goods.

Article 7 - Ownership and custody

1 From the time the Forwarder has possession of the goods, whether for a third-party vendor or MacCity, they will be held by the Forwarder on the basis of custody. The Forwarder must observe the due care of a good custodian. This means, but not exclusively, that the Forwarder:

- (i) has insured the goods (in any case) against theft (with or without forcible entry), fire, water damage, damage caused by the Forwarder;
- (ii) stores the goods under such circumstances and conditions as are necessary to keep them in their original condition;
- (iii) does not open, unpack, pack, examine, move or in any way modify and/or treat the goods, other than to the extent to which these acts are necessary to perform its obligations towards MacCity.

2 The Forwarder must under all circumstances guarantee that the goods will be in the same condition at the time of delivery to the third-party purchaser or to MacCity as at the time the Forwarder took possession of them, therefore without defects, damage or modifications - unless the Forwarder can make it plausible that these were already present at the time of delivery for shipment.

3 The Forwarder shall never be able to rely on any right of ownership of the goods.

4 If the Forwarder has goods for MacCity delivered on the instructions of a third-party purchaser, the Forwarder will hold these goods for MacCity until the time MacCity releases the goods for delivery to the third-party purchaser as referred to above. From that time, the Forwarder will hold the goods for the third-party purchaser.

5 If the Forwarder has goods delivered for a third-party purchaser on the instructions of MacCity, the Forwarder will hold the goods for that third-party purchaser until the time the Forwarder receives permission from that party to release the goods to MacCity. From that time, the Forwarder will hold the goods for MacCity.

Article 8 - Secrecy

The Forwarder must maintain absolute secrecy regarding everything it comes to know regarding the business of MacCity, the goods delivered and/or purchased by MacCity, the counterparties of MacCity, the contents of the contracts concluded by it, and all other information concerning MacCity which the Forwarder comes to know as a result of the contract to which these terms and conditions are declared applicable, except to the extent knowledge of such information by third parties is strictly necessary to perform the obligations to which the Forwarder is subject. The Forwarder guarantees that the same secrecy clause has been imposed on all its employees and third parties as referred to in this article. In case of failure to comply with this article, without any notice of default being required, the Forwarder will forfeit an immediately due and payable penalty of €10,000 per violation, without prejudice to MacCity's right to claim performance and damages.

Article 9 - Law and disputes

The legal relationship between MacCity and the Forwarder shall be governed by Netherlands law. In case of a dispute, the parties shall bring this (in the first instance) before the court with jurisdiction in Zwolle.