

GENERAL CONDITIONS OF SALE OF UNIMILLS
WITH REGISTERED OFFICE IN ZWIJNDRECHT

Lodged at the commercial registry of the Chamber of Commerce and Industry in Dordrecht on 18 December 2001 under number 24328835.

1. GENERAL

1.1 These general conditions form part of every purchase agreement concluded between seller and buyer or of any other agreement involving delivery of goods, except where explicitly agreed otherwise in writing.

1.2 The applicability of conditions applied by seller is hereby excluded.

2. PRICES

All prices are understood to be exclusive of VAT, except where otherwise agreed.

3. DELIVERY

The place of delivery, being the place where samples are to be taken and the quality and condition are to be assessed and also where the transfer of ownership (subject to the reservation of title of ownership) and the transfer of risk are to take place, shall in all cases be the factory of Unimills or of the manufacturer affiliated to Unimills or the place of storage, except where agreed otherwise in writing. In the event of delivery in parts, each delivery shall be regarded separately for the purposes of the foregoing.

4. DELIVERY TIME

4.1 If the agreed delivery time is exceeded, this shall not in itself constitute default on the part of seller. In such case, however, buyer is entitled to require that delivery shall as yet be made within a reasonable period, failing which buyer is entitled to terminate the agreement (or the unperformed part thereof) by registered letter. Buyer shall not have this right if buyer is in default for its part.

4.2 Seller is entitled to deliver and invoice the goods either in instalments or as one whole, regardless of any agreed practice that has arisen in respect thereof between the parties.

5. FORCE MAJEURE

5.1 If, as a result of circumstances beyond its control (force majeure), seller is not able to comply with its obligation to deliver, then seller shall be entitled, without being in default, to postpone delivery of the goods until such time as the situation of force majeure has terminated.

5.2 If a situation of force majeure lasts for longer than three months, then both seller and buyer shall be entitled, by means of a simple notification to the other party, unilaterally to terminate the still unperformed part of the agreement without legal proceedings being required.

5.3 Force majeure is hereby understood to mean in any event: war, revolution, riots, fire, weather conditions, floods, transport restrictions, illness, government measures including import and export restrictions, crop failure, disruption in the supply or provision of raw materials, energy or required operating resources, including non-performance on the part of suppliers from whom seller obtains goods or services, strike, faults in or damage to machines, as well as any other disruption within seller's business.

5.4 Force majeure shall further be understood to include every circumstance beyond seller's control - regardless of whether this could have been foreseen at the time the agreement was concluded - which temporarily or permanently prevents the performance of the agreement or makes it substantially more difficult or more expensive to perform.

5.5 The foregoing provision shall also apply in cases where such circumstances have been caused by seller's personnel.

6. FAILURE TO CLAIM AND/OR FAILURE TO TAKE DELIVERY BY BUYER

Upon expiry of one or more delivery dates without buyer having claimed and/or having taken delivery of the purchased goods, seller shall be entitled to consider the purchase as being void in respect of the unclaimed or still undelivered portion, without prejudice to seller's right to claim compensation from buyer. For the purpose of determining the damage seller shall be entitled to sell either publicly or privately, whether or not through the agency of brokers, all or part of the sold and still undelivered goods as well as the goods which buyer has still not taken delivery of, in which case the difference between the selling price plus interest and costs and the net proceeds after deduction of all costs shall be deemed to be the damage suffered by seller, whilst seller shall be obliged to render account to the buyer for any higher proceeds and without prejudice to seller's right to claim full compensation in any other respect.

7. LIABILITY

7.1 Any liability of seller for damage, including non-contractual liability, shall be limited to an amount equal to twice the net invoice value of the goods which have not been delivered, not delivered in good time or delivered in a defective condition.

7.2 If the limitation of seller's liability as set out in Article 7.1 or an appeal thereto is not accepted by the court, then seller's liability shall be limited to damage to buyer's property and to personal injury.

7.3 Seller shall never be liable for consequential losses, which also include loss of turnover, loss of profit and loss of goodwill.

8. PAYMENT AND RESERVATION OF TITLE OF OWNERSHIP

8.1 Seller shall at all times have the right to require payment in advance or the provision of security in relation to any delivery.

8.2 All goods delivered by seller shall remain seller's property until buyer has paid the purchase price and any other claim as referred to in Article 3:92 para. 2 of the Dutch Civil Code. For such time as buyer fails to fulfil any payment obligation as against seller arising from the sale or for any other reason whatsoever, seller shall not be obliged to make delivery. If buyer fails to fulfil any payment obligation arising from the sale, seller shall furthermore acquire the same rights and powers as against buyer as accrue to seller in accordance with Article 6 hereof in the event of buyer's failure to claim and/or to take delivery.

9. VAT REGISTRATION NUMBER

9.1 Parties are obliged to provide each other with their correct VAT registration number and also to notify each other forthwith of any change therein.

9.2 If buyer fails to fulfil the obligation referred to in para. 1 hereof, the purchase price shall automatically be increased by the VAT and by any other amounts which seller may owe as a result of such non-fulfilment. Seller's reservation of title of ownership shall also extend to cover this payment obligation.

9.3 Without prejudice to remaining rights of suspension and other rights, seller shall have the right to suspend all further deliveries until such time as buyer has complied in full with the obligations referred to in paras. 1 and 2 hereof.

9.4 If seller fails to fulfil the obligation referred to in para 1. hereof, then seller shall pay to buyer the VAT and other amounts in so far as these are not payable by buyer as a result of such non-fulfilment.

10. FACTORS INFLUENCING THE COST PRICE

If, during the subsistence of the agreement, seller has to make payments such as taxes, import, transit or export duties, product board levies, etc. which result from measures taken by any government or by any other government body or semi-government body and which were not payable at the time when the agreement was concluded or if the said taxes, duties or levies, etc. are modified or rescinded, then seller shall be entitled to charge buyer for the resultant payment or extra payment, whereas that which it has to pay less as a result thereof shall be deducted from the purchase price.

11. CONFIRMATION OF PURCHASE

If a difference exists between the confirmation which may have been given by a representative, agent or other intermediary in advance of the confirmation given by seller, then the conditions of seller's confirmation shall take precedence and shall apply.

12. SETTLEMENT CLAUSE

Seller is entitled, for such time as it forms part of the Sime Darby Group, to deduct from the amounts which it owes for whatever reason to buyer or to other companies forming part of the same group as buyer the amounts which seller or other companies forming part of the Sime Darby Group can claim for whatever reason from buyer or from other companies forming part of the same group as buyer. This provision does not affect any claim that seller may have to settlement. Parties indemnify each other and each other's group companies against claims for payment of amounts which have been deducted on the grounds of the present article.