

General terms and conditions (GTC) of purchase of the Sentera Group

1. Application

Sentera comprises Sentera Europa NV and all its subsidiaries.(Sentera Thracia Ltd., Sentera Plastics Ltd., UAB Sentera Baltica). The whole group hereafter is referred to as Sentera.

These terms and conditions of purchase are applicable to all Sentera orders and offers for delivery of goods and/or for providing services. Any exclusion of these terms is only possible after a mutual written agreement by both parties which always should be referred to/mentioned on the purchase order and confirmation. In such an event the actual terms are complementary to the agreement. In case of contradictions the following documents are of paramount importance; the purchase order, the general terms and conditions, requested quotations and the accepted quotation.

The supplier is required to take notice of and to comply with the terms and conditions upon acceptance of purchase.

2. Quotations and purchase orders

All quotations made to Sentera are non-binding. The offers are only binding to the supplier. Forecasts given to the supplier are only an indication and never binding.

Sentera purchase orders are only placed in writing by means of a standard purchase order form. The purchase order form can be sent by post, fax or email. Verbal orders are never valid. The orders become binding once confirmed by the supplier. Sentera can at any time revoke or cancel a purchase order as long as the supplier has not confirmed in writing, and without being charged for any compensation or damage.

3. Price

Unless as specifically defined the agreed purchase order price includes all costs such as: transport, administrative costs, packing costs and delivery costs. If packing material or pallets remain property of the supplier, the supplier is responsible for the collection of these materials.

Any increases of price are only permissible with clear and previous authorization by Sentera. A unilateral price increase by the supplier gives Sentera the right to legally cancel the order. Any prices communicated to Sentera are considered to be valid for the period of 1 year unless otherwise agreed.

4. Delivery

Deliveries of goods or services are to be done at the delivery address stated on the purchase order. The delivery terms are as specified on the purchase order and according to the INCOTERMS 2000.

The specified delivery date (goods at Sentera warehouse) is mandatory and must be maintained Force Majeure is the only exception to this requirement. (14). If Sentera has not received the goods/services on the requested date Sentera has the right to terminate the purchase order or to claim a 2% of the total order amount compensation for each weekly delay and this without loss of the right to claim compensation for all proven losses/damage. The supplier then is held to compensate all caused damage and loss of profit to Sentera. Each delivery of goods should be accompanied by a dated dispatch note with following details:

1. The supplier's full name and address
2. Purchase order number and date of Sentera purchase order
3. Quantity of delivered units, weight and correct description.
4. Customs codification numbers (Intrastat)
5. Packing quantity/number of parcels
6. Reference: "Partial delivery" by incomplete deliveries.
7. Any other requirements resulting from European norms and regulations.

Extra delivered quantities can be refused and returned on the suppliers' account. Sentera holds the right to return any goods delivered without a dated dispatch note on account of and at risk of the supplier. All costs and expenses involved in such events shall be charged to the supplier.

Deliveries are only accepted during week days from Monday till Thursday between 08.30 a.m. and 17.00 p.m. and on Friday between 08.30 a.m. and 12.00 p.m.

5. Close down or alterations in production

If the supplier closes down production or products are altered (dimensions, characteristics, specifications) he is obliged to inform Sentera as soon as possible beforehand. At the same time he will inform and advise Sentera on new products or replacement products. Changes in packing or alterations in packing quantities as well as replacement of no longer produced articles are only permitted after Sentera's prior consent.

6. Safety

All delivery transactions and provision of services at Sentera locations by the suppliers' personnel are always at the suppliers' responsibility.

7. Quality and acceptance

The supplier guarantees that all goods are ready for use and free of hidden and visible faults. The supplier also guarantees that all goods and services delivered shall be accompanied by the legal required documentation. He declares that all supplied goods / services are in full and total accordance with the purchase order and its supporting documentation and with all legal norms and regulations with respect to quality, safety, environment and hygiene. The supplier also is held not to violate any proprietary rights of third parties. Any violation of these requirements constitutes a "fault".

Sentera has the right to examine and test the delivered goods/service for a period of a month. Any goods that fail such inspections and/or tests Sentera has the choice for replacement by of the same sort or equivalent sort or repayment and compensation of all costs and losses caused by the fault and determination of the purchase order by the supplier.

A signed delivery note or similar document does not relieve the supplier of his responsibilities towards the terms and conditions of purchase from Sentera nor can be held as acceptance of the delivered goods/services.

The supplier is required to immediately repair or replace any defects for which written complaint has been filed within the warranty period. All costs involved in such events are for the suppliers account. The supplier guarantees availability of products and spare parts for a mutually agreed period starting on date of purchase. For repairs and replacements within the warranty period a new warranty term will commence.

8. Terms of payment

All invoices are made up on behalf of the company which placed the purchase order and in correct currency. For each order the supplier will make up a separate invoice stating the purchase order number unless otherwise agreed. All invoices not in accordance with these conditions invoices will not be registered. The invoice must apply to all legal norms and conditions and must contain following details:

1. The suppliers full name, address and VAT number
2. Sentera's purchase order number
3. Quantity of delivered units together with weight and correct description.
4. Customs codification numbers of delivered articles
5. Packing quantity/number of parcels
6. Delivery note reference
7. Reference: "Partial delivery" by incomplete deliveries.
8. Any other requirements resulting from European norms and regulations.

Payments are made net by Sentera within 60 days from end of month of invoice date following acceptance of correct delivery of goods and necessary documentation. The actual date of payment is considered the pay-date at our financial branch. The payment term commences upon receipt of the order.

If the delivery is incorrect or faulty, the payment term is legally postponed till completion of delivery or acceptance of compensation by the supplier. Late payment interests are only accepted after Sentera has been officially declared in default by the claimant in a legally proper and correct way.

9. Property and risks

Sentera only assumes ownership of the goods/services when the purchase is fulfilled. As long as the goods/services are not delivered and accepted by Sentera all risks for damage or whatever reason are totally for the responsibility of the supplier.

10. Secrecy/confidentiality

The supplier shall treat all information furnished by Sentera as confidential and shall not communicate all or part of same to third parties except with specific written authority of Sentera unless such information is required directly for executing the obligations of the purchase. In case of violating such secrecy/confidentiality rules Sentera reserves the right to terminate the order and claim compensation for any damages arising from such a violation. Certain products lent by Sentera to the supplier remain the property of Sentera and shall be returned upon completion of the order.

11. Responsibility

The supplier is responsible for all damage including damage to the company or loss of profit which Sentera and/or third parties, including Sentera's clients may incur due to shortcomings/failure by the supplier to fulfil its contractual obligations. The supplier is responsible to adequately insure the financial consequences of its obligations.

12. Proprietary Rights

The supplier guarantees that it possesses all rights, licenses and approvals necessary for fulfilling its obligations to supply the goods and services. Propriety rights relevant to materials or documents given to the supplier as necessary for fulfilling the order remain at all times the sole property of Sentera.

13. Bankruptcy

In the event that a supplier fails to fulfil one or more of its obligations due to bankruptcy, a legal judgment, liquidation or that its assets are wholly or partially sequestered; Sentera has the right to regard every order (partly delivered or not) as terminated. Sentera can claim any already made related payments in addition to its right to claim compensation for any resultant costs, damage and interest.

14. Force majeure

The supplier is required to inform Sentera immediately of any circumstances, coincidences or other events beyond his control which threaten the delivery or timely delivery of the goods or services. In such a situation Sentera has the choice to either cancel the order and claim the already made payments or accept delays in delivery.

15. Quality, safety and environment

It is mandatory by the delivery of (chemical) products, either new or a mixture to inform Sentera in detail and to ensure that such products are correctly labelled and the necessary transport documents are available/attached.

16. General

The supplier may not transfer its responsibilities and rights arising from a purchase order to third parties without prior written consent by Sentera. The supplier remains responsible for all actions or omissions by his subcontractors. The supplier must guarantee that all laws and regulations in relation to protection of data base and privacy are observed.

17. Disputes

Any agreement between Sentera and the supplier is subject to the jurisprudence of the country from which the order has been placed. Any disputes arising from the interpretation or execution of any such an agreement shall be referred to the law courts of Sentera's branch legal address which are the only bodies empowered to legally resolve such disputes.