

Agreement for the Sale or Lease of LIMEX Crate-washing Machines and/or Crate-washing Services

The undersigned:

Limex Machine Exploitatie B.V.

P.O Box 7101 Sevenumsedijk 2 Sevenumsedijk 2
NL-5980 AC Panningen NL-5981 NV Panningen NL-5984 PC Koningslust
Hereinafter referred to as: LIMEX or Seller/Lessor/Service Provider*
Represented by:.....

and

Name :
Address : Postal Code :
City : Country :
Tel. no. : Fax no. :
Hereinafter referred to as: Buyer/Lessee/Client* VAT-ID no. :
Represented by:.....

Do hereby agree

- That Buyer buys from LIMEX
- That Lessee leases from LIMEX

Type of Crate-washing Machines:..... **Number:**.....

- At a purchase price of : (exclusive/inclusive of * VAT)
- At a lease price of : per week/month/quarter/year* (exclusive/inclusive of * VAT)

Place of delivery:.....
Date of delivery:.....
Place and address where the leased property is to be placed:..... (see Clause 7.3 GC)
Date of payment:..... **Account no.:**.....
Product specification:.....

- The property sold/leased* will be in conformity with the specifications listed in Annex 1.
- That the Service Provider will perform or will have performed by others for the Client the following services and activities related to the washing of crates on LIMEX (*Totaal-Service*) machines as referred to below:

Type of crate-washing machine:..... **Number:**.....

The machine(s) is/are operated exclusively/not exclusively* for the Client's use (see Clause 14 GC).

Minimum Capacity:..... **Maximum Capacity:**.....
Washing Quality:..... **Number of employees involved:**..... (see Clause 12 GC)
Fork lift truck: inclusive/exclusive* **Maximum number of Fork lift truck kilometres:**..... per:.....
Place of activity:.....

The activities will take place inside/outside*
If inside: the space has been rented/is owned by* Client Service Provider
The washed crates will be delivered as follows: girded non-girded
 (blown)dry wet
Pallets: crates to be washed will be off-loaded on: Euro pallets Dutch pallets other, namely
crates washed will be delivered on: Euro pallets Dutch pallets other, namely
place of off-loading: place of delivery:.....

Utilities:
Energy supply is for the account of and will be dealt with by: Client Service Provider
Water supply is for the account of and will be dealt with by: Client Service Provider
Draining off (wash) water is for the account of and will be dealt with by: Client Service Provider

Waste Disposal:
Storage and separation of waste is for the account of and will be dealt with by: Client Service Provider
Removal and dumping of waste is for the account of and will be dealt with by: Client Service Provider

Commencement of service:..... **Termination of service:**.....
Price to be paid by the Client:..... (inclusive/exclusive of VAT*)
Date(s) of payment:..... **Account number:**.....

The general conditions printed on the back apply to this agreement. These conditions and the annex(es) attached to the agreement form an integral part of this agreement.

Number of annexes:

Place:..... **Date:**.....

Signature:..... Signature:.....

Name:..... Name:.....
Buyer/Lessee/Client* Limex Machine Exploitatie B.V.

GENERAL CONDITIONS OF SALE, LEASE AND SERVICE OF LIMEX MACHINE

Conditions of Sale

1. Price/Price variations

LIMEX is entitled to modify the agreed price, if and in so far as it is obliged to do so as a result of government measures or levies taken or imposed after the agreement was entered into.

2. Date of Delivery

2.1 The agreed delivery time shall never be considered to imply a firm date, unless otherwise expressly agreed in writing. In the event of failure to deliver on time, notice of default must be served on LIMEX, which notice must still allow a reasonable time for compliance.

2.1 The agreed delivery date cannot be changed except as expressly agreed upon by the parties.

2.2 The delivery date will be extended if and in so far as the construction of the machine is delayed as a result of the Buyer's failure to provide the Seller with the information, documents and specifications necessary for the construction of the machine.

3. Retention of Title

In so far as the Buyer has not met its payment obligations under this agreement, goods already delivered shall remain the property of LIMEX.

4. Transfer of Risk

The risk in the goods will pass to the Buyer at the moment of delivery to the Buyer, irrespective of whether the property in the goods has passed or not.

5. Guarantee/Liability of LIMEX

5.1. LIMEX guarantees that the goods it is to deliver will be in conformity with the specifications laid down in this agreement. If no further specifications have been agreed, LIMEX guarantees that the goods it is to deliver will be in conformity with the customary product standards of the trade. If, due to circumstances which fall within the responsibility of LIMEX, the goods delivered by LIMEX are not in conformity with the specifications as laid down in this agreement or, where no such specifications exist, with the customary product standards of the trade, the liability of LIMEX is limited, except where LIMEX is liable pursuant to Chapter 6.3.3 of the Dutch Civil Code (products liability), for any damage suffered by the Buyer as a result of the fact that the Buyer had to buy the goods to be delivered by LIMEX elsewhere at the market price prevailing at that time, provided that LIMEX is liable only for the difference between the purchase price as fixed in this agreement and the market price prevailing on the agreed delivery date and for not more than 20 per cent of the purchase price up to a maximum of NLG 25,000 (twenty five thousand Dutch Guilders) for each agreed delivery.

5.2 The duration of the guarantee specified in the preceding sub clause applies to electrical and electronic parts as well as other items and is limited to one half year following the delivery date.

5.3 If LIMEX is responsible for a delay in delivery, its liability is limited to the damage suffered by the Buyer as a result of the fact that the Buyer had to buy the goods to be delivered elsewhere at the market price prevailing at that time, provided that LIMEX is liable only for the difference between the purchase price as fixed in this agreement and the market price prevailing on the agreed delivery date and for not more than 10 per cent of the purchase price up to a maximum of NLG 10,000.-- (Ten Thousand Dutch Guilders) for each agreed delivery.

Conditions of Lease

6. Lease Price/ Price Variations

6.1 The lease price must be paid in advance on the first calendar day of the agreed lease instalments.

6.2 After a period of one year, to be counted from the date the agreement was entered into, the Lessor is entitled to adapt the lease price in accordance with the CBS (Dutch National Census Bureau) price index figure for family consumption obtaining at that time. If the Lessor makes use of this option, he shall notify the Lessee in writing of the adaptation no later than one month prior to the commencement date of the new lease price.

6.3 Without prejudice to the provisions of the preceding sub clause, LIMEX is entitled at any time to modify the agreed lease price, if and in so far as it is obliged to do so as a result of government measures and levies taken or imposed after the agreement was entered into.

7. Exclusive Use / Prohibition against Subleasing and/or Moving Machine(s)

7.1 The leased machine(s) is/are for the exclusive use of the Lessee only. The Lessee is not entitled to operate the machine(s) for the benefit of third parties.

7.2 The Lessee is not entitled to sublease the leased machine(s), except where prior written permission has been granted. The Lessor may attach further conditions to its permission to sublease.

7.3 The Lessee is not entitled to move the leased property to a location or address other than the location or address agreed upon in this agreement, except where prior written permission has been granted.

8. Guarantee/Liability of Lessor

The Lessor guarantees that the goods to be taken on lease will be in conformity with the specifications laid down in this agreement. If no further specifications have been agreed, the Lessor guarantees that the goods to be taken on lease will be in conformity with the customary product standards of the trade.

9. Access to the Leased Property / Repossession / Attachment by Lessor

9.1 The Lessee shall at all times, in any case during the normal working hours of the Lessee, grant the Lessor unlimited access to the leased property.

9.2 In the event of repossession of the leased property by the Lessor, the Lessee shall give full co-operation in the repossession and grant the Lessor unlimited access to the leased property.

9.3 In the event of an attachment to secure satisfaction of a judgement yet to be rendered (*attachment/seizure before judgement*) or any other attachment imposed by the Lessor upon the leased property, the Lessee hereby grants the Lessor

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the right in that event to continue work on the machine(s) during the time that the attachment is operative.

Conditions of Service

10. Supply of Crates to Be Washed

To safeguard the continuity of the activities to be undertaken by the Service Provider, the Client must ensure a steady flow of crates to the Service Provider. Intervals in the supply of crates to be washed are for the risk of the Client.

11. Access to Client's Premises

If the activities of the Service Provider are to take place in a space or in a building owned by the Client or in a space or building rented by the Client, the Client shall ensure that the space in question is freely accessible to the employees and the equipment of the Service Provider.

12. Facilities for Service Provider Employees

12.1 The Client shall provide the Service Provider's employees charged with the execution of the services as specified in this agreement with the same facilities, such as sanitary facilities, lunch and tea-break facilities, shelters, company canteens, First Aid services and so on, as it provides for its own employees.

12.2 The Client ensures that the work place will be in conformity with the local statutory requirements relating to labour conditions and labour hours.

13. Increase or Reduction in Work

13.1 The Client is entitled to modify the assigned activities prior to or during the execution of these activities.

13.2 If additional requirements by the Client result in additional work to be executed by the Service Provider, the latter is entitled to charge the ensuing additional costs to the Client. The additional costs are to be calculated in accordance with the price agreements and cost factors laid down in the original agreement.

13.3 If additional requirements by the Client result in a reduction of the activities to be executed by the Service Provider, the savings in costs as a result of the reduction shall be settled by the Client, provided that the Service Provider is entitled to charge a profit margin of 10 per cent of the amount thus saved to the Client.

14. Non-exclusive Use of Crate-washing Machines

14.1 If it has been agreed that the machine(s) leased are not for the Client's exclusive use only, the Service Provider is entitled to work with or do work on the machine(s) for the benefit of third parties, or have such work executed by others; if the leased property is situated on the Client's site or in its building, the Client must allow the Service Provider and its employees to execute such work on site or in the building during the Client's normal working hours.

14.2 In order to discharge the obligation imposed in sub clause 14.1 the Client must also allow the third parties referred to in same sub clause to carry the crates to be washed on their behalf to and from the Client's site or building.

15. Liability of Client

15.1 The Service Provider is not liable for any damage caused to the Client's property by the Service Provider's employees or by any other subordinates or independent contractors (*auxiliary persons*) it is using, nor for consequential damage.

15.2 The Service Provider only accepts liability for non-performance of the obligations under this agreement, if and in so far as the damage was intentionally caused by him or by any of his subordinates in charge, or as a result of grossly negligent conduct (*deliberately reckless behaviour*) by the Service Provider or its subordinates in charge.

15.3 The Client shall indemnify the Service Provider against third-party claims arising from the discharge of this agreement.

General Conditions

16. Payment / Date of Payment

Payment must be made to the bank account indicated by LIMEX no later than on the agreed date of payment. If the Buyer/Lessee/Client* fails to pay on time, he has failed towards LIMEX in discharging his obligation and the Buyer/Lessee/Client* will automatically be in default (*negligent*) without further notice of default (*notice of default*) or any further action on the part of LIMEX, as specified in Articles 6:81 and 6:74, section 2 of the Dutch Civil Code.

17. Applicable Law

This agreement is governed by Dutch law.

18. Competent Court

Disputes between the parties shall be submitted for resolution to the competent court in the District of Roermond/Venlo, the Netherlands.

19. Dispute Resolution

In derogation from Article 18 the parties may agree to subject their dispute(s) to mediation, the outcome of which will be binding on them, or to arbitration.

20. Authentic language

These conditions were originally drawn up in the Dutch language. In the event of any lack of clarity or difference in interpretation and/or understanding of these conditions the Dutch text shall be used.