

Appendix - General Terms & Conditions of Eurosia SA:

Scope and definitions

The present General Terms and Conditions govern the relations and agreements (the "Agreements" or the "Agreement") between Eurosia SA, a limited liability company ("société anonyme") organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 278 Route d'Esch, L-1471 Luxembourg, and registered under the Luxembourg Trade and Companies Register under n° B 174.680 ("Eurosia"), and its Customers (the "Customers" or the "Customer"), together referred to as the "Parties" and individually referred to as the "Party".

The General Terms and Conditions shall prevail over any of the Customer's terms or conditions, unless previously accepted otherwise in writing by Eurosia, duly represented by its director.

Offers

Each offer made by or on behalf of Eurosia is to be considered as an invitation to contract made without obligation and does not bind Eurosia except when and insofar as Eurosia has explicitly stated otherwise in writing. The Agreement will be binding on Eurosia only upon confirmation of acceptance of Customer's order.

Although offers, tenders, proposals, orders, price lists, brochures, catalogues, folders and all other information provided by or on behalf of Eurosia are prepared with great care, they are only binding for Eurosia when and insofar as they have been explicitly confirmed by Eurosia in writing.

The Customer can place an order by accepting written offers issued by Eurosia within a period of thirty (30) calendar days after the date at which the offer is sent. Eurosia can at all times unilaterally limit this period or revoke its offer.

Prices

Unless otherwise agreed in writing, prices are:

- in Euros (EUR);
 - exclusive VAT, import duties and other taxes, levies and duties;
 - exclusive of the cost of transport and insurance;
- only valid for the quantities offered.

Payment

Unless otherwise agreed in writing, payments must be made by the Customer within thirty (30) calendar days of the invoice date by bank transfer to Eurosia's bank account, as indicated on the invoice. The Customer accepts to be invoiced electronically.

Complaints with regard to an invoice must be sent to Eurosia by registered mail within fifteen (15) calendar days after the date of issue of the disputed invoice. The Customer is deemed as having irrevocably accepted the invoiced amount after this deadline. The submission of a complaint does not relieve the Customer from his obligation to pay the undisputed part of an invoice.

All bank charges and any taxes, duties, excises and other charges levied in connection with the supply of the Services shall be borne by the Customer.

In case of late payment, without any prior notice of default, a lump sum indemnity of 10 % on the outstanding amounts with a

minimum of 125 EUR shall be due by the Customer to cover the administrative processing of the late payment and an interest of 1% per month on the outstanding amount shall be due by the Customer as of the day on which the amount should have been paid.

All legal and extra-judicial costs incurred by Eurosia with respect to the latter, including the costs incurred by Eurosia for legal counsel and advice shall be borne by the Customer.

Breach of obligations and Termination of the Agreement

If either Party commits any breach or is in default of its duties and obligations, the non-breaching Party shall give to the breaching Party written notice of such breach or default and shall request that such breach or default be cured. If the breaching Party fails to cure such breach or default within thirty (30) calendar days, the non-breaching Party may terminate this Agreement immediately by giving written notice of termination to the breaching Party.

In any case, Eurosia reserves the right to immediately suspend the Services to the Customer if the Customer violates the terms of the Agreement or the General Terms and Conditions, without prejudice of the obligation of the Customer for payment of the Services rendered.

In case of bankruptcy, insolvency or any other form of concursus creditorum of one of the Parties, the other Party shall be entitled to terminate the Agreement immediately without motivation and without any obligation to pay damages to the bankrupt or insolvent Party.

Warranty and Liability

Eurosia shall use its diligent efforts to provide the Services as described in the relevant documentation.

Customer cannot under any circumstances, hold Eurosia liable for any compensation under an Agreement, except in case of gross negligence or willful misconduct.

The total damages to which Eurosia can be held liable can never exceed the amounts already paid by the Customer to Eurosia under the Agreement.

Eurosia cannot be held liable for consequential loss incurred by the Customer or by any of the Customer's contractual partners.

Parties expressly agree that it is the Customer's responsibility to take the adequate precautions to protect, secure and backup its IT systems and prevent loss or damage to data.

Delivery and Acceptance

Unless otherwise agreed in writing, delivery periods are provided as an indication and are not binding.

The Customer shall be deemed to have accepted the Services upon delivery, except for precisely described and detailed claim sent to Eurosia by registered letter within fifteen (15) calendar days of delivery.

The Customer shall carefully verify on delivery whether the delivered Services correspond with those ordered.

Force Majeure

Neither Party shall be liable to the other Party for any delay or omission in the performance of any obligation hereunder, where the delay or omission is due to any cause or conditions beyond the reasonable control of the Party obliged to perform, including, but not limited to strikes, acts of God, acts of government, war or riots ("Force Majeure").

If Force Majeure prevents or delays the performance by a Party of any obligation under this Agreement, then the Party claiming Force Majeure shall promptly notify the other Party thereof in writing giving full and complete account of the causes of delay or omission.

A Party's obligation with respect to any required performance, which is so impeded or prevented by an event of Force Majeure, shall be suspended until such event ceases.

In the event such a suspension based on Force Majeure continues for a period of sixty (60) days or longer, either Party shall be entitled to terminate this Agreement upon written notice.

Non-disclosure agreement and intellectual property

Parties acknowledge that all information and documentation, including but not limited to all services, products and solutions, samples and specifications, data, know-how, ideas, technology, references, marketing and business plans, price lists, and technical and non-technical materials, all or any of which may be derived from any of the foregoing (all of which, individually and collectively, shall hereinafter be referred to as the "Confidential Information"), issued and/or communicated by a Party before or after the conclusion of an Agreement, are strictly confidential and remain proprietary to the disclosing Party.

The non-disclosure obligations related to the Proprietary Information shall not apply to any information that: (a) is independently developed by the non-disclosing Party without access to Proprietary Information, (b) is or becomes publicly available through no wrongful act of the non-disclosing Party (c) is already known to the non-disclosing Party as evidenced by third-party documentation bearing a date prior to the date of Proprietary Information disclosure, (d) is approved for release in writing by an authorized representative of the disclosing Party.

Unless otherwise agreed in writing, all industrial intellectual, literary and artistic and other legal rights of Eurosia or of any subcontractor or provider in software programs, software or hardware designs, databases, database frames, designs and layouts, computer architectures, logo's, such as copyrights, author's rights, patents and trademarks, shall remain the exclusive property of Eurosia or of any subcontractor or provider.

Non solicitation

During the term of an Agreement and for a period of one year after the termination of this Agreement for any reason whatsoever, the Customer agrees that it will not hire, attempt to hire, contract or otherwise solicit any employee or service provider employed by or retained by Eurosia or one of its affiliates.

Unless otherwise agreed in writing, in the event of any infringement of this provision, a compensation equal to 25.000 EUR per solicited employee or service provider will be due, without prejudice to Eurosia's right to seek reimbursement equal to its actual losses.

Data processing

Eurosia will process Customers' data for the purposes of customer management, direct marketing and informing customers about the products, services and activities of Eurosia.

Customers may, on request, consult their data and change it if required or oppose to the processing of their data, in conformity with the Luxembourg Data Protection Act of 2 August 2002, as modified. In case of opposition of Customers to the processing of their data, Eurosia might be prevented to provide its Services to Customers.

Contractor will be allowed to quote Industrial's name in its own marketing and promotion material. Industrial accepts to be informed about the Services and Activities of Contractor by mail and email.

Miscellaneous

The failure on the part of either of the Parties to exercise or enforce any right conferred upon it by an Agreement will not be deemed to be a waiver of any such right. No waiver will be effective unless in writing and signed by both Parties.

If any provision of the General Terms and Conditions is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of the General Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.

Governing law and Jurisdiction

Any dispute arising out of or in connection with the General Terms and Conditions, the Agreement, the Services or the relation between Eurosia and its Customers shall be exclusively governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg.

Any dispute in connection herewith shall be subject to the exclusive jurisdiction of the courts of the City of Luxembourg.