



GENERAL SALES CONDITIONS OF ROYAL SANDERS

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Article 1 - Definitions

- 1.1 Unless the context shows otherwise, any words and expressions which have been capitalised in these general sales conditions are defined terms to which the following meaning is assigned:
- "Branded Products"**: any products, other than Private Label Products, manufactured by the Supplier and sold or offered for sale by the Supplier under any trademark owned by or licensed by the Supplier;
- "General Conditions"**: these general sales conditions of Supplier;
- "Private Label Products"**: any products specifically manufactured for and under the label of the Purchaser and, if and to the extent agreed upon between the Supplier and the Purchaser, based on (product) specifications provided by the Purchaser;
- "Products"**: any movable goods ("roerende zaken") to be delivered, including Private Label Products and Branded Products, and/or services to be provided by the Supplier;
- "Purchaser"**: the (potential) counter party of the Supplier.
- "Supplier"**: Levendaal Beheer B.V., having its corporate seat at Leiden, the Netherlands, and having its principal office at (5251 RG) Vlijmen, the Netherlands, at Industriepark Vliedberg 12, together with any and all of its group companies referred to in article 2:24b of the Dutch Civil Code, including but not limited to (i) Koninklijke Sanders B.V., having its corporate seat at Leiden, the Netherlands, and having its principal office at (5251 RG) Vlijmen, the Netherlands, at Industriepark Vliedberg 12;
- 1.2 Whenever "written" or "in writing" is used in these General Conditions it shall mean by fax, e-mail, Electronic Data Interchange, internet or by means of any other usual (electronic) trade medium.

Article 2 - Applicability

- 2.1 **THE APPLICABILITY OF THE GENERAL CONDITIONS USED OR REFERRED TO BY THE PURCHASER IS HEREWITH EXPLICITLY REJECTED.**
- 2.2 These General Conditions are applicable to all legal relationships of the Supplier acting as (potential) seller and/or supplier of Products.
- 2.3 In the event a specific contract between the Supplier and the Purchaser is concluded to which these General Conditions apply, the provisions of such specific contract shall prevail in case of a conflict between the provisions of such specific contract and the provisions of these General Conditions.
- 2.4 Stipulations deviating from these General Conditions must be made in writing and signed by (a) duly authorised person(s).
- 2.5 In case of a dispute between the Dutch text of these General Conditions and translations thereof, the Dutch version will prevail over any translations of this text.

Article 3 - Conclusion of Contract

- 3.1 Offers made by the Supplier, whether made in writing or verbally, are without engagement.
- 3.2 Unless agreed otherwise in writing, all offers are based on the assumption that the order of the Purchaser will be executed under normal labour conditions and during normal working time.
- 3.3 The Supplier is entitled to terminate any negotiations with the Purchaser at any time, without any compensation being due.
- 3.4 A contract between the Supplier and the Purchaser is concluded, if the Supplier accepts the Purchaser's order (made verbally or in writing) in writing, or if the Supplier commences the execution of the order placed by the Purchaser ("the contract").
- 3.5 If the Supplier does not confirm an order placed by the Purchaser by electronic means within a reasonable period of time after receipt of such order, such non-confirmation shall not be considered a rejection. If receipt of the acceptance is not confirmed, the Purchaser is not entitled to rescind ("ontbinden") the contract.
- 3.6 The Supplier is entitled to reject an order placed by the Purchaser in whole or in part, regardless of whether such order was placed by electronic means or not, within fourteen (14) days after the receipt of such order in writing or by electronic means. In that event no compensation whatsoever shall be due by the Supplier.
- 3.7 The Supplier is not obliged to make inquiries after the intended use of the Products or the circumstances under which the Products will be used by the Purchaser.

Article 4 - Delivery and Time of Delivery

- 4.1 In principle, delivery will be done Ex Works (as such term is defined in the Incoterms 2000). If parties agree in writing that the Products shall be transported by the Supplier, they shall also agree in writing on the terms on which delivery of the Products shall take place.
- 4.2 In the event the Products are stored for the Purchaser by the Supplier at the premises of the Supplier or elsewhere, delivery of the Products shall be deemed to have taken place at the first day of storage.
- 4.3 The times for delivery indicated by the Supplier will only serve as an estimate and are not of the essence. The Supplier will only be in default after having received a written notice of default specifying a reasonable time for delivery and after it has failed to comply with such specified time.
- 4.4 The Supplier is entitled to deliver in consignments and to invoice such deliveries separately.
- 4.5 Minor deviations with respect to the agreed quantities, weight, measures and/or composition (i.e. ten (10%) percent or less from the quantities, weight, measure and/or composition per Product stated in the relevant order) shall be accepted by the Purchaser.
- 4.6 Samples of the Products provided to the Purchaser serve only as an indication, to which the Products to be delivered may not necessarily conform.

Article 5 - Shipment

- 5.1 If the Supplier provides for transport of the Products, the following provisions apply:
- 5.2 The Purchaser shall procure that the Supplier can deliver the Products at the named place of destination on the agreed date and time of delivery. If the Purchaser does not comply with this obligation, the Purchaser is in default without any further notice of default being required. The Supplier will in that case store or procure storage of the Products concerned on behalf of the Purchaser for a maximum period of thirty (30) days. If the Purchaser does not collect the Products concerned within said term, the Supplier is entitled to rescind ("ontbinden") the contract and to dispose of the Products concerned in any manner it deems fit, without any compensation whatsoever being due by the Supplier. In addition, if the Products concerned are Private Label Products, the Supplier may destroy such Private Label Products or have such Private Label Products destroyed, at its discretion and for the Purchaser's account and expense.
- 5.3 The Supplier, or the third party acting on behalf of Supplier, is entitled to refuse to effect delivery of the Products, if, according to the Supplier and/or the third party which takes care of the transport on behalf of the Supplier, the facilities/equipment for unloading made available by the Purchaser fail to comply with any requirements regarding temperature control, safety, hygiene and

- cleanliness imposed by any competent authority and, in such case, the Supplier shall be entitled to rescind ("ontbinden") the contract and dispose of the Products concerned in any manner it deems fit, without any compensation being due by the Supplier. In addition, if the Products concerned are Private Label Products, the Supplier may destroy such Private Label Products or have such Private Label Products destroyed, at its discretion and for the Purchaser's account and expense.
- 5.4 The Purchaser warrants that the Products can be unloaded within the agreed time period, or, in the absence of such agreed time period, within the time normally required for unloading by using modern facilities/equipment of unloading.
- 5.5 The Purchaser is liable towards the Supplier for any damages, losses and costs which the Supplier might incur if the Purchaser does not comply with its obligations pursuant to Articles 5.2, 5.3 and/or 5.4.

Article 6 - Storage by Purchaser and Return of delivered Products

- 6.1 The Purchaser shall store and keep the Products packaged in accordance with the special requirements for the Products.
- 6.2 Products which have been delivered by the Supplier and accepted by the Purchaser may only be returned to the Supplier in the event that it has been determined that the Products concerned do not conform to Article 11.1 and provided that the Supplier has given its prior written consent thereto. In such case, the Supplier shall reimburse, at the Purchaser's option, the purchase price for the returned Products or replace the returned Products.
- 6.3 In the event the contract between the Supplier and the Purchaser has been rescinded ("ontbinden") or terminated, Products delivered by the Supplier and accepted by the Purchaser may only be returned by the Purchaser, if the Supplier has given its prior written consent thereto. In such case, the Supplier shall reimburse the Purchaser only with a part (to be decided by the Supplier) of the purchase price for the returned Products. In case of the prior written approval of the return of Private Label Products, the Supplier shall be entitled to sell such Private Label Products to third parties.
- 6.4 In the event of a return of Products other than mentioned in Articles 6.2 or 6.3, Products delivered by the Supplier and accepted by the Purchaser may only be returned at the Supplier's discretion and with the Supplier's prior written consent and, at the Supplier's discretion, after the following minimum conditions have at least been met: (a) the expiration date mentioned on the Products to be returned to the Supplier shall not expire prior to one (1) year after the date of return, (b) the original packaging of the Products has not been damaged and (c) the Products can still be sold to a third party. In such case, the Supplier shall reimburse the Purchaser only with a part (to be decided by the Supplier) of the purchase price for the returned Products. In case of the prior written approval of the return of Private Label Products, the Supplier shall be entitled to sell such Private Label Products to third parties.
- 6.5 The costs related to the return of Products are for the account and expense of the Purchaser, unless it concerns a return of Products of which it is confirmed that those Products do not meet the warranty mentioned in Article 11.1, in which case the costs are for the Supplier's account and expense.

Article 7 - Prices

- 7.1 Except as agreed otherwise in writing, all prices of Products are based on delivery Ex Works (as such term is defined in the Incoterms 2000), thus excluding costs of transport, taxes, duties, insurance policies and VAT.
- 7.2 The Supplier is entitled to adjust prices for Products to be delivered in case of changes in cost prices relating to the contract, such as, inter alia, (raw) materials, aids and appliances, wages, insurance policies, freight tariffs, official currency rates, taxes, duties or other measures imposed by authorities, which occur within three (3) months after conclusion of the contract, and to pass on such adjusted prices to the Purchaser.
- 7.3 The Supplier may charge costs for packaging material, if such material was provided to the Purchaser. The Supplier may also charge additional (transportation) costs depending on the terms on which transport and delivery of the Products by the Supplier shall take place.

Article 8 - Payment

- 8.1 Payment by the Purchaser shall be made within the term stipulated in the relevant invoice. In the absence of such term in the invoice, payment shall be made within a maximum period of thirty (30) days after the date of invoice, unless agreed otherwise in writing.
- 8.2 Payment by the Purchaser shall be made in the currency set out in the invoice and without set-off, discount and/or suspension.
- 8.3 All costs with respect to payment, including but not limited to costs with respect to the provision of security, shall be for the Purchaser's account and expense.
- 8.4 If payment is not received by the due date, the Supplier shall be entitled, without prejudice to any other rights and remedies that the Supplier may have, and without any notice of default being required, to charge statutory interest over the outstanding amount(s) until full payment is received. The Supplier shall in such case also be entitled to request immediate payment of all invoices, irrespective whether these are due, and to immediately suspend performance of all of its obligations.
- 8.5 All reasonable extra-judicial and judicial costs which the Supplier might incur pursuant to a default of the Purchaser shall be borne by the Purchaser, with a minimum of ten percent (10%) of the principal amount.
- 8.6 Payments by the Purchaser shall be deemed to have been made first to settle judicial and extra judicial costs as stipulated in Article 8.5, accrued interest as stipulated in Article 8.4, thereafter they shall be charged to the oldest debt, irrespective of any indications made by the Purchaser.

Article 9 - Security

- 9.1 In case the Supplier has good reason to believe - whether at the time of conclusion of the contract or at any time thereafter - that the Purchaser will not strictly or timely fulfil its obligations vis-à-vis the Supplier, the Purchaser is obliged to provide at the Supplier's first request satisfactory security in the form requested by the Supplier with respect to the fulfilment of the Purchaser's obligations under the contract(s).
- 9.2 In case the Purchaser fails to comply with the Supplier's request mentioned in Article 9.1 or Article 10.2 within seven (7) days after having received such a request, any and all payment obligations of the Purchaser, irrespective of the title thereof, shall become due and payable, and the Supplier is entitled to invoke any rights and remedies it may have based on default.



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Article 10 - Retention of Title

- 10.1** The Supplier retains title relating to the Products delivered or to be delivered, until the Purchaser has fulfilled its (payment) obligations with respect to all Products delivered or to be delivered under the contract(s) and with respect to all claims based on breach of such contract(s).
- 10.2** Until the Purchaser has fulfilled its payment obligations in full, the Purchaser is neither entitled to pledge nor to otherwise encumber for security reasons or otherwise the Products. The Purchaser may only dispose of the Products in the normal course of its business, provided that the Purchaser undertakes to pledge immediately, upon first request of the Supplier, to the Supplier all present and future receivables of the Purchaser relating to the sale of the Products delivered by the Supplier to its customers and/or all goods co-owned by the Supplier by means of separation and/or confusion with the Products delivered or to be delivered by the Supplier in order to provide security with respect to any claim the supplier may have from time to time upon the Purchaser.
- 10.3** The Purchaser shall notify the Supplier immediately, if:
- third parties exercise rights to the Products referred to in Article 10.1 or if the Purchaser becomes aware of the fact that third parties wish to do so;
 - an application for a (preliminary) suspension of payments is made by the Purchaser or granted, or if any arrangements with the Purchaser's creditors are made;
 - an application for bankruptcy is filed with regard to the Purchaser or the Purchaser is declared bankrupt.
- 10.4** In case the Purchaser fails to fulfil any of its payment obligations, the Supplier has the right, without prior notice being required, to repossess the Products delivered. The Purchaser herewith irrevocably authorises the Supplier, or any third party designated by the Supplier, to enter those premises of the Purchaser where the Products have been stored. All costs relating to the repossession of the Products by the Supplier and, in the event the Products so repossessed are Private Label Products which are to be destroyed at the Supplier's discretion, all costs related to such destruction, shall be borne by the Purchaser. In the event of a situation mentioned in Article 9.1 or in case the Purchaser fails to fulfil any of its payment obligations, the Supplier is also entitled to sell Private Label Products, whether in component state or finished state, which have not been delivered yet to the Purchaser, to third parties.
- 10.5** Risk in respect of the Products shall pass to the Purchaser at the time of delivery or, in the event delivery is not accepted by the Purchaser, at the time of refusal of such delivery.
- 10.6** The property law aspects of retention of title ("goederenrechtelijke gevolgen van eigendomsvoorbehoud") to the Products shall be governed by Dutch law or, at the Supplier's discretion, by the laws of the country of destination of the Products, provided that (i) the laws of such country in respect of retention of title provide better protection to the Supplier than Dutch law and (ii) the Products are actually imported into that country of destination.

Article 11 - Warranty

- 11.1** The Supplier only warrants that at delivery the Products are fit to be used for normal use thereof and are of such quality as required for human body care and comply with any requirements imposed in that regard by any competent Dutch (governmental) authority. The Supplier does not give any further warranty.
- 11.2** The Supplier never warrants the absence of defects which are the consequence of complying with any mandatory (governmental) laws and regulations regarding the nature or the quality of the raw materials and/or materials applied in the delivered Products.
- 11.3** The Purchaser cannot claim under this warranty after its has processed, confused (part of) the delivered Products with products delivered by third parties or other products delivered by the Supplier, or has delivered the Products to third parties.

Article 12 - Duty to inspect

- 12.1** The Purchaser is obliged to inspect the Products at delivery, in order to evaluate whether they conform to the contract and are free from defects. If this is not the case, the Purchaser loses its right to claim that the Products do not conform to the contract or are defective, if it has not informed the Supplier thereof as soon as possible in writing by giving reasons, and in any case within seven (7) days after delivery of the Products or after such moment that the defect or deviation should reasonably have been detected.
- 12.2** The Products in question shall remain available to the Supplier in the state in which they are at the time the Supplier receives a written notice referred to in Article 12.1. If a claim of the Purchaser under this Article 12 is considered to be justified by the Supplier, the Supplier is, at its discretion, only obliged to either deliver the lacking part or quantity, replace the Products delivered or to credit the Purchaser the purchase price paid for the relevant Products. The Purchaser is obliged to follow the Supplier's instructions with respect to the storage and/or return of the Products to be replaced.
- 12.3** Any claim and/or defence and/or default, based upon facts that would justify the claim that the Products delivered do not conform to the contract or are defective, expires one (1) year after the date of delivery.

Article 13 - Limitation of Liability

- 13.1** Without prejudice to Article 11 and except in case of gross negligence and wilful intent of the Supplier or its directors, the Supplier shall only be liable to compensate for damages and losses up to the invoice amount paid by the Purchaser with respect to the Products that caused the relevant damages and losses.
- 13.2** The Supplier shall never be liable for consequential losses or damages, including but not limited to loss of profits, incurred losses and costs, loss of contracts, loss of savings or losses caused by disruption and/or stoppage of the production and/or the business.
- 13.3** The Supplier is not liable for damages and losses caused by gross negligence or wilful intent of its employees ("ondergeschikten") and/or its agents ("niet-ondergeschikten").
- 13.4** If the damages and losses referred to in Article 13.1 are insured under the business liability insurance taken out by the Supplier, the limitation of liability in Article 13.1 shall not apply. The Supplier shall only be liable to compensate for its legal liability arising out of third party property damage and/or personal injury up to the amount which will be paid out under its business liability insurance in the matter concerned.
- 13.5** The Supplier stipulates all legal and contractual defences that it can invoke in respect of its liability towards the Purchaser also for the benefit of its employees and agents for which it can be held liable by law.
- 13.6** The Purchaser is obliged to indemnify and hold the Supplier harmless against ("vrijwaren") any and all claims of third parties related to the manufacture, sale and/or delivery of the Private Label Products. The Purchaser is also obliged to indemnify and hold the Supplier harmless against any and all claims of third parties relating to the Products in the event the

Purchaser has formulated, packaged and/or finished the Products itself in any manner whatsoever. Any such claims shall include but are not limited to claims, costs and liabilities that are based upon or arise in connection with (i) article 6:162 or articles 6:185-193 of the Dutch Civil Code or (ii) any similar statutory provisions which have been enacted in a Member State of the European Union other than the Netherlands as a result of the implementation of the European Council Directive of July 25, 1985, concerning liability for defective Products (85/374/EEC), or (iii) any similar statutory provisions of the laws of any other jurisdiction. The Purchaser shall be liable for any and all damages, losses, costs and expenses and so on the Supplier suffers in relation to any such claim, including but not limited to legal fees and all other legal costs and expenses.

13.7 The foregoing provisions do not affect liability based on mandatory law.

Article 14 - Default and Force Majeure

- 14.1** In case the Purchaser fails to comply with any of its obligations under the contract(s) and/or in case any one or more of the events described in Article 10.3 sub (a) (c) occur(s), or the Purchaser is liquidated or ceases (part of) its business, the Supplier is entitled to rescind ("ontbinden") or terminate the contract(s) forthwith in whole or in part or to suspend the (further) performance of its obligations under the contract(s), all such without prejudice to any other rights or remedies the Supplier may have and without any compensation being due by the Supplier.
- 14.2** In case the Supplier terminates or rescinds ("ontbinden") the contract(s) in accordance with Article 14.1, without prejudice to any other rights or remedies the Supplier may have, any and all claims the Supplier may have vis-à-vis the Purchaser shall become immediately due and payable.
- 14.3** In case the Supplier cannot properly perform its obligations in whole or in part, whether temporarily or permanently, as a result of circumstances which are not at the Supplier's risk, including those circumstances mentioned in Article 14.4, the Supplier is entitled to rescind ("ontbinden") the contract(s) with the Purchaser, without any compensation being due by the Supplier.
- 14.4** Circumstances which are in no event at the Supplier's risk are: governmental regulations or orders which prohibit or restrict the use of the delivered Products or the Products to be delivered; strike or lock-out; labour shortage, shortage of (raw materials or additives for) the Products in question to be delivered; transportation problems; limitations/prohibitions of import and/or export; non- or untimely performance by the Supplier's suppliers or transport undertaking; disruption in the production process of the Products; nature-/nuclear disasters; war, danger of war; and other circumstances which are beyond the Supplier's reasonable control.
- 14.5** The Supplier shall notify the Purchaser in writing forthwith of an event of force majeure (referred to in Article 14.3 and/or Article 14.4) and to what extent the Supplier will be able to continue to deliver. The Supplier shall never be obliged to purchase additional products from third parties in case of shortage of any of the Products. In case the Products available with the Supplier are not sufficient to deliver to all its customers, the Supplier is entitled to allocate the deliveries in such a way which seems appropriate to the Supplier.

Article 15 - Intellectual Property Rights

- 15.1** The Purchaser hereby acknowledges that (i) all intellectual property rights and know-how, including but not limited to trade marks, trade names, patents, copyrights, domain names, e-mail addresses, mnemonic telephone numbers, formulations, formula and recipes, used in connection with or embodied in the Products with the exception of the Private Label Products, including the marketing and sales thereof, and (ii) all intellectual property rights and know-how which relate to the formulations, formula and recipes of the Private Label Products, as well as any of the Supplier's ideas for the Private Label Products, are and shall remain the sole property of the Supplier, unless agreed otherwise.
- 15.2** The Purchaser shall not use the trade marks, trade names and other symbols referred to in Article 15.1 sub (i) other than for the purpose of reselling the Branded Products within the scope and during the term of the contract and under the conditions set forth by and in accordance with the instructions obtained from the Supplier, to which the Purchaser shall strictly adhere. The use of any other intellectual property rights and know-how, including formulations, formula and/or recipes and ideas, referred to in Article 15.1 is strictly prohibited, unless agreed otherwise in writing.
- 15.3** The Purchaser shall not disclose to any third party in any manner whatsoever any confidential information obtained from the Supplier, including know-how and ideas referred to in Article 15.1, save to the extent required under applicable law or save to the extent such confidential information is or shall become public knowledge other than through any improper performance by the Purchaser.
- 15.4** Unless agreed otherwise in writing and with the exception of Private Label Products, the Purchaser may not affix its own trade names or trade marks on the packaging of the Products.
- 15.5** The Purchaser may only offer, sell and deliver any Branded Products in the original, undamaged, unopened packaging on which no change or amendment has been made. The delivered Branded Products may only be donated or offered to third parties for a total price with products of third parties after having obtained the Supplier's prior written consent thereto. The Purchaser is obliged to impose this obligation on its customers, insofar these are not consumers.
- 15.6** In the event that the Purchaser does not observe the prohibitions set forth in Articles 15.2, 15.3 and/or 15.4 and/or does not meet the obligations set forth in Articles 15.1, 15.2 and/or 15.5, the Purchaser shall immediately, without any further action or formality being required, become liable to the Supplier for an immediately due and payable penalty in an amount (in Euro) equal to three (3) times the annual turnover realised by the Purchaser in respect of the Product(s) in question for each such breach and for a periodic penalty payment in an amount (in Euro) equal to ten percent (10%) of the aforementioned amount for each day such breach continues, without the Supplier having to prove any losses or damages and without prejudice to the right of the Supplier to claim full compensation for damages and profit gains in addition, if there are grounds for doing so, and to demand an injunction or a court order to perform the obligations referred to in this Article 15.
- 15.7** The Purchaser shall indemnify and hold harmless the Supplier for any claims which are based on the allegation that the Private Label Products infringe upon the intellectual property rights of any third party and/or might constitute an act of unfair competition vis-à-vis such third party to the extent that such is the result of the Supplier using the intellectual property rights, know-how or specifications of the Purchaser.



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- 15.8** The Purchaser shall immediately notify the Supplier of any third party claims relating to an alleged infringement of any intellectual property rights, including alleged acts of unfair competition, as a result of the use of the intellectual property rights and/or the know-how referred to in Article 15.1 sub (i). The Purchaser undertakes to supply the Supplier with all available evidence and to provide all reasonable assistance in the defence against such claims. However, the Supplier shall have the right to select the lead counsel in the litigation at its own expense. The Purchaser has the right to be represented by its own counsel in litigation at its own expense. Without the consent of the Supplier, no settlement may be agreed by the Purchaser with third parties concerning disputes on intellectual property rights and/or know-how related to the Branded Products, including the marketing and sales thereof.
- 15.9** Any liability of the Supplier to the Purchaser resulting from any situation referred to in Article 15.8 shall be limited to the replacement of the Branded Products concerned (or any part thereof) or the reimbursement of the purchase price for the Branded Products concerned, at the Supplier's election.

Article 16 - Applicable law / Competent Court

- 16.1** Dutch law shall be applicable to all legal relationships between the Supplier and the Purchaser with the exception of the provisions of the United Nations Convention on the International Sale of Goods (1980) and except in case the Supplier has made a choice of law other than Dutch law pursuant to Article 10.6.
- 16.2** All disputes arising under or in connection with (the performance of) any contract between the Supplier and the Purchaser as well as any disputes regarding these General Conditions shall be exclusively settled by the competent court in The Hague, the Netherlands.

Article 17 - Conversion

- 17.1** If any provision of these General Conditions is invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these General Conditions which shall remain in full force and effect. The Supplier and the Purchaser agree to substitute any invalid or unenforceable provision with a valid and/or enforceable provision which achieves to the greatest extent possible the objectives of the invalid or unenforceable provision.

Article 18 - Filing

- 18.1** These General Conditions are filed with the Chamber of Commerce Oost-Brabant at Eindhoven, the Netherlands, regional office at 's-Hertogenbosch, the Netherlands under number 28000165.