

GENERAL CONDITIONS OF PURCHASE OF BONAR TECHNICAL FABRICS NV

I. DEFINITIONS

The following terms shall, for the purpose of this Contract, have the following meaning unless the context clearly requires otherwise and the singular shall include the plural and vice versa:

- 1.1.1 "Conditions" mean the current standard terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Company and the Contracting Party;
- 1.1.2 "Company" or "Purchaser" means the limited liability company Bonar Technical Fabrics, incorporated under Belgian law with its registered office at 9240 Zele, Industriestraat 39, registered with the register for legal persons of the Commercial Court of Dendermonde under enterprise number 0421.053.442 and subject to the tax on added value under number 421.053.442;
- 1.1.3 "Contract" means the written or oral agreement for the sale and purchase of Goods and/or Services;
- 1.1.4 "Order" means the Purchaser's purchase order to which these Conditions are referenced, or any agreement or legal relationship between the Supplier and Purchaser which concerns the supply and/or delivery of Goods and/or Services;
- 1.1.5 "Delivery Address" means the address stated as such on the Order;
- 1.1.6 "Delivery Date" means the date or dates as stated on the Order as the date or dates upon which Goods and/or Services are to be delivered;
- 1.1.7 "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date the Contract is made. Unless the Contract otherwise requires any term or expression which is defined in or given a particular meaning by the provision of Incoterms shall have the same meaning in this Contract, but if there is any conflict between the provisions of Incoterms and this Contract, the latter shall prevail;
- 1.1.8 "Design" means any novelty construction and/or ornamental features of the Goods and Materials;
- 1.1.9 "Goods" means (raw) materials, component parts, equipment, machinery, computer hard- and software, documents, models, matrices, Design and all other goods described on the Order or that are the result of supply and/or delivery from Supplier to Purchaser or are otherwise the result of the execution of the Order;
- 1.1.10 "Affiliate" or "Affiliated Company" means with respect to a given company, any company that owns or controls at least 50% of the voting stock of such given company or any other company, of whose voting stock at least 50% is owned or controlled by such owning or controlling company or by the given company;
- 1.1.11 "Inventions" means any invention, whether patentable or not, including but not limited to improvements, ideas and know how in connection with the Goods, Manufacturing processes, materials and resulting end products employed in the Contract;
- 1.1.12 "Manufacture/Manufacturing" means all steps and operations involved in the production of Goods including, but not limited to: the purchase of the Materials, income inspection on Materials, storage of the Materials at the Supplier's warehouses, assembly of Goods, depreciation and administrative costs, conditioning, packaging and labelling of Goods, in-process and quality control, delivery according to the Incoterms or to specific agreed terms thereon;
- 1.1.13 "Materials" means all or any of the raw materials and component parts required for the Manufacture of the Goods, as well as all or any of the conditions and packaging materials required for the Manufacture of Goods;
- 1.1.14 "Price" means the price of the Goods as set out in condition 4;
- 1.1.15 "Proprietary Information" means all confidential information related to the Goods, Design, end products and Manufacturing, exchanged between the parties and marked by the disclosing party as confidential;
- 1.1.16 "Specifications" means the plans, drawings, specifications, data or other information relating to the Goods, as required by the Purchaser, or if not specified or agreed, shall be as specified by the Company as standard for the Goods;
- 1.1.17 "Reference Sample" means any reference sample as requested by the Company in order to have proof of the quality of delivered Goods, at the date of delivery;

- 1.1.18 "Services" means the services including any works, instalments of Goods or any part of it, or ancillary services described on the Order or that are the result of supply and/or delivery from Supplier to Purchaser or are otherwise the result of the execution of the Order;
- 1.1.19 "Supplier" means the person, firm or company to whom the Order is addressed, or with whom the Purchaser has otherwise entered into a relationship wherein Purchaser is the client, and any assignee of the Supplier approved by Purchaser;
- 1.2 Headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.3 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provisions as amended, re-enacted or extended.

II. STANDARD TERMS AND CONDITIONS

1 Basis of Purchase

- 1.1 The Order constitutes an offer by the Purchaser to purchase the Goods or Services, subject to these Conditions.
- 1.2 These Conditions alone shall govern and be incorporated in any Contract. They supersede, and reject all prior agreements, representations, discussions or negotiations, whether written or oral. They shall apply in place of and prevail over any terms or conditions (whether or not in conflict or inconsistent with these Conditions), contained or referred to in any documents submitted to the Company or in correspondence or elsewhere implied by trade custom, practice or course of dealing between the parties, unless specifically and expressly excluded or varied in writing by a director of the Company or by a specifically authorized proxyholder thereto, and any purported provisions to the contrary are hereby excluded or extinguished.
- 1.3 If, subsequent to any Contract which is subject to these Conditions, a contract of sale and purchase is made with the same Supplier without reference to any conditions of sale or purchase, such contract howsoever shall be deemed to be subject to these Conditions.
- 1.4 Acceptance by the Supplier of any Order shall result in a Contract for the sale and purchase of the Goods or Services which are the subject of such Order.
- 1.5 The Supplier expressly recognizes that the execution of this Contract does not create any obligation on the part of the Company or its Affiliates to bear or to compensate the Supplier for any investment made by it. Any decision in relation to additional capacity will therefore be taken by the Supplier at Supplier's sole discretion and be made at the Supplier's own risk, cost and expense, unless agreed upon otherwise in writing.

2 Specifications

- 2.1 The quantity, quality and description of the Goods or Services shall, subject as provided in these Conditions, be as specified in the Specifications. Any specifications supplied by the Purchaser to the Supplier, or specifically produced by the Supplier for the Purchaser in connection with the Contract together with the copy right, design rights or any other intellectual property rights in the Specifications, shall be the exclusive property of the Purchaser. The Supplier shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purposes of this Contract.
- 2.2 The Supplier shall comply with all applicable local and European regulations or other legal requirements concerning the fulfilment of the Contract.
- 2.3 The Supplier shall not Manufacture the Goods or goods with any Material, process, equipment or Design which is proprietary to the Company or its Affiliates or based on the Company or its Affiliates owned Design or Inventions for other parties than the Company or its Affiliates, unless otherwise agreed upon in writing by the Company or its Affiliates.

3 Price

- 3.1 The price of Goods or Services and the delivery conditions shall be as stated as on the Order and subject to no variation except with the prior written consent of the Purchaser.

4 Terms of Payment

- 4.1 Subject as hereinafter provided, the Supplier shall be entitled to invoice the Purchaser on or at any time after delivery of the Goods or Services. All invoices must be sent to the address specified on the Order.

- 4.2 Unless otherwise stated in the Order or Contract, the Purchaser shall pay the price within sixty [60] days of the end of the month in which the invoice is received provided all amounts specified in the invoices are properly due in accordance with the Contract and the invoices are correctly addressed and quote the relevant Order number.
- 4.3 Each invoice shall quote the number of the relevant Purchaser's Order, the relevant Purchaser's product codes (as stated on the Order), together with the applicable price for each code, the delivery price and delivery address. Value added tax and cost of shipping (where not included in the price) shall be itemized separately on each invoice.
- 4.4 The Purchaser shall be entitled to set off against the Price any sums owed to the Purchaser by the Supplier.
- 4.5 Where no Price is mentioned on the Order, the Order may not be filled at higher prices than those last charged by the Supplier to the Purchaser without the prior written consent of the Purchaser.

5 Delivery and acceptance

- 5.1 The Delivery Date is binding upon the Supplier, unless otherwise agreed upon in writing by the Purchaser.
- 5.2 The Goods or Services shall be delivered to the Delivery Address specified by the Supplier on the relevant Delivery Date during the Purchaser's usual business hours.
- 5.3 No consignment of Goods or Services shall be deemed to have been delivered unless a delivery note has been signed by a duly authorized representative of the Purchaser.
- 5.4 Time of delivery of the Goods or Product is the essence of the Contract.
- 5.5 The Supplier shall supply the Purchaser in due time with any instructions or other information required to enable the Purchaser to accept delivery of the Goods or Services.
- 5.6 If a Delivery Date cannot be met by the Supplier, the Supplier shall promptly notify the Purchaser of the earliest possible date for delivery. Notwithstanding such notices and unless a substitute delivery date for the Goods or Services has been agreed upon by the Purchaser, the Supplier's failure to effect delivery of the Goods or Services on the Delivery Date shall entitle the Purchaser, without prejudice to any other remedy it may have:
 - 5.6.1 To deduct from the Price (if the Purchaser has paid the Price) to claim from the Supplier by way of liquidated damages for delay two [2] percent of the Price for every week or part week's delay, up to a maximum of fifteen (15) percent of the Price and/or;
 - 5.6.2 To cancel the Contract, whereupon the Supplier shall refund any part of the Price which has been paid in respect of such Goods or Services and the Purchaser may, at the Supplier's expense, return any Goods and/or Services already supplied under the Contract;
 - 5.6.3 to cancel the Contract and (at the Purchaser's option) purchase substitute Goods or Services elsewhere, and in each case in conditions 6.6.1 and 6.6.3 inclusive recover from the Supplier any direct, indirect and/or consequential losses, costs and liabilities whatsoever incurred by the Purchaser, including in the case of conditions 6.6.2 and 6.6.3 without limitation, the cost of any replacement, return or substitute goods or services;
- 5.7 Partial delivery of an Order shall not be made without the prior written consent of the Purchaser. In case of partial delivery, all packages, notes, packing notes and invoices must clearly indicate "Partial Delivery".
- 5.8 The Purchaser accepts no liability in respect of the satisfactory return to the Supplier of any consignment or part of any consignment delivered in error under any Order.
- 5.9 Notwithstanding delivery, the Purchaser shall not be deemed to have accepted any Goods or Services until:
 - 5.9.1 They have been inspected and checked against the relevant packing note;
 - 5.9.2 They have passed any acceptance tests, which the Purchaser deems necessary, such tests to be commenced by the Purchaser within thirty days from the date of delivery.
- 5.10 Without prejudice to any other remedy the Purchaser may have, if any Goods or Services are not supplied in accordance with the Order, then the Purchaser shall be entitled, on giving notice to the Supplier of the discovery of any shortage, damage caused in transit, or defect within 14 days of its discovery by the Purchaser, and without prejudice to the liability of the Supplier:
 - 5.10.1 To require the Supplier, at the Supplier's expense, to comply with the Order in all respects within fourteen days or such other period as determined by the Purchaser and/or;

- 5.10.2 To vary the Contract, in which case the Supplier shall comply with the order as so varied;
- 5.10.3 To treat the Contract as discharged (in full or in part) by the Supplier's breach and require repayment of any part of the Price which has been paid by the Purchaser in respect of the Goods or Services and the Purchaser shall, at the risk and expense of the Supplier, be entitled to return any Goods or Services already supplied under the Contract and in each case in conditions 6.10.1 and 6.10.3 inclusive recover from the Supplier any direct, indirect, consequential losses, costs and liabilities whatsoever incurred by the Purchaser (including without limitation, the costs of any replacement, return or substitute goods or services).
- 5.11 The whole of any consignment may be rejected by the Purchaser if a reasonable sample of the Goods taken indiscriminately from the consignment is found not conform in every material respect to the requirements of the Contract.
- 5.12 The Purchaser's right of objection shall continue irrespective of whether the Purchaser has in law accepted the Goods. In particular, taking delivery, inspection, use or payment by the Purchaser of the Goods or part of them shall not constitute acceptance, waiver or approval and shall be without prejudice to any right or remedy that the Purchaser may have against the Supplier, provided that the right of rejection shall cease within a reasonable time from the date on which the Purchaser discovers or might reasonably be expected to discover the latent defect or other relevant breach of the Contract.

6 Packing, marking and documentation

- 6.1 The Goods or Services shall be marked in accordance with the Purchaser's instructions (if any) and any applicable regulations and requirements, and properly packed and secured so as to reach the Delivery Address in an undamaged condition.
- 6.2 The Supplier shall be responsible for obtaining any import licences, permits or other consents necessary for the importation, placing on the market and Delivery of Goods or Services.
- 6.3 The Supplier shall supply without charge such reasonable quantity of operation and/or maintenance manuals in English and in the official language of the Purchaser (being Dutch), relating to the Goods or Services which the Purchaser may require and/or which are necessary for the installation, operation and maintenance of the Goods or Services.
- 6.4 The Supplier agrees on request to supply the Purchaser with any necessary or useful declarations, certificates or any other documents related to the Goods or Services. Such certificates, declarations or any other documents will need to be drafted in the official language of the Purchaser, being Dutch.
- 6.5 The Supplier shall use proper packing of sufficient strength in order to protect the Goods against all transportation risks.
- 6.6 Goods must be packed so they can be unloaded by fork lift trucks operating from ground level. Multiplicity of small items must be packed on pallets, save otherwise instructed by the Purchaser.

7 Risk and title

- 7.1 Risk of damage to or loss of the Goods or Services and title in the Goods shall pass to the Purchaser in accordance with the Contract, unless payment is made prior to delivery, in which case risk and title will pass to the Purchaser, once payment has been made by it.
- 7.2 Where title in the Goods has passed to the Purchaser prior to delivery, the Supplier shall keep such Goods separate from other Goods and shall mark the Goods as the property of the Purchaser.

8 Warranties

- 8.1 The Supplier warrants to the Purchaser and it is a condition of the Contract that the Goods or Services:
 - 8.1.1 Will be fit for any purpose held out by the Supplier or made known to the Supplier and for use by the Purchaser in the ordinary course of its business;
 - 8.1.2 Will be of satisfactory quality and free from defects in workmanship and Materials;
 - 8.1.3 Will correspond in all respects with the Specifications and/or any reference sample requested and approved by the Purchaser;
 - 8.1.4 Will not be injurious to the health or safety of any person using or handling the Goods in question for any reasonable foreseeable purpose;
 - 8.1.5 Will comply with all statutory requirements and regulations relating to the Contract; and
 - 8.1.6 Will not, directly or indirectly, infringe upon the intellectual property rights of any third party.

- 8.2 In the event that any Goods do not comply with any of the warranties in Condition 9.1 and without prejudice to any other remedy that the Purchaser may have, the Purchaser shall be entitled at any time during the period of six (6) years following the date of delivery and at its sole discretion to require the Supplier, at the Supplier's expense, to repair or replace within fourteen calendar days or such other period as is specified by the Purchaser any such Goods and to reimburse the Purchaser with all costs incurred in recovering and returning such Goods. The initial warranty on the Goods will also be applicable on repaired Goods.
- 8.3 If the Supplier fails to repair or replace any Goods within fourteen calendar days (or such other period as is specified by the Purchaser) in accordance with Condition 9.2 the Purchaser shall have the right to purchase replacement Goods from another source and any money paid by the Purchaser in obtaining replacement Goods shall be paid by the Supplier to the Purchaser.
- 8.4 The remedies and warranties provided for in this Condition 9 and Conditions 6.1 and 11 shall be in addition to those implied by or available at law and shall continue in force notwithstanding acceptance by the Purchaser of all or part of the Goods in respect of which such warranties and remedies are available.
- 8.5 Where Goods supplied under this Contract have not previously been supplied to the Purchaser by the Supplier or by any other Party, and the Purchaser finds the Goods unsatisfactory, the Purchaser reserves the right to terminate so much of this Contract as pertains to these Goods within a period of six months from the date of this Contract and the decision of the Purchaser shall in this respect be final.

9 Liability

- 9.1 The Supplier shall indemnify and keep indemnified, and hold harmless the Purchaser, its agents, employees, officers, subsidiaries, Affiliates and assigns in full against any liability whatsoever, including, without limitation, losses, damages, costs and expenses (including reasonable attorney's fees) awarded against or incurred or paid by the Purchaser (whether to its own customers or otherwise) indirectly or directly arising from or consequent upon or in connection with:
- 9.1.1 Breach of any warranty given by the Supplier in relation to the Goods or Services;
- 9.1.2 Any claim that the Goods in their own right, or the thereto related importation, use or resale, infringe on the patent, copyright, design right, trademark or other intellectual property right of any other person;
- 9.1.3 Any act or omission of the Supplier or its employees, agents or sub-suppliers in performing its obligations under the Contract;
- 9.2 The Supplier shall at the request of the Purchaser, assign the benefit of all warranties, indemnities or other covenants received by the Supplier from any third party in connection with the Goods.
- 9.3 It is the Supplier's responsibility to ensure that in the event of the Purchaser providing any Specification of any item to be supplied that such Specification does not infringe or that the use or resale of such item does not infringe the patents, copyright, design, trade mark or other industrial or intellectual property rights of any other person. Should the Supplier not be satisfied that any Specification proposed by the Purchaser would not infringe the rights of any other person then the Supplier should decline to accept the Order and if he proceeds shall indemnify and keep indemnified and hold harmless the Purchaser against all losses, damages, costs and expenses awarded against or incurred by the Purchaser arising from or in connection with the claim or paid or agreed to be paid by the Purchaser in settlement of the claim.

10 Insurance

- 10.1 The Supplier shall at all times insure and keep itself insured with a reputable Insurance company against all insurance liability under the Contract in respect of the Goods or Services and without prejudice to the generality of the foregoing, against all the Supplier's liabilities under Condition 10.
- 10.2 In the event of Goods being supplied and then installed by the Supplier, evidence of All Risk Insurance on the Goods must be presented until such time as the Purchaser accepts responsibility following the installation. The All Risk Insurance should operate in the joint names of the Purchaser and Supplier.
- 10.3 Public liability and products liability insurance policies should extend to provide indemnity to the Purchaser.
- 10.4 The Supplier shall provide all faculties, assistance and advice required by the Purchaser or the Purchaser's insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance of the Contract.

11 Transfer and subcontracting

11.1 The Contract is *intuitu personae* to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights or obligations under the Contract, save prior written authorisation of the Purchaser thereto.

11.2 The Purchaser is entitled to assign or transfer all or part of its rights and obligations under the Contract.

12 Inducements to purchase

12.1 The Supplier shall not offer to any Purchaser or its representatives as a variation of the conditions of the Contract, or as Contract collateral to it, any advantage other than a cash discount against the Contract price.

12.2 The Purchaser shall be entitled to terminate the Contract and to recover from the Supplier the amount of any loss resulting from such termination in the following circumstances:

12.2.1 If the Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for have done or forborne to do, any action in relation to the obtaining or execution of the Contract or any Contract with the Purchaser, or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Purchaser.

12.2.2 If the like acts shall have been done by any other person employed by it or acting on its behalf (whether with or without the knowledge of the Supplier).

12.2.3 If, in relation to the Contract or any other contract with the Purchaser, the Supplier or any person employed by it, or acting on its behalf, shall have given any fee or any reward to any officer of the Purchaser which shall have been accepted by such officer under colour of its office or employment and is different from such officer's proper remuneration.

13 Termination

13.1 Without prejudice to any other rights or remedies to which it may be entitled, the Purchaser shall be entitled to terminate the Contract forthwith without liability to the Supplier, by giving notice to the Supplier at any time if:

13.1.1 The Supplier commits a material breach of any of the terms or conditions of contract and if such breach is capable of being remedied fails to remedy the breach within thirty days of notice given by the Purchaser requiring the Supplier to do so; or

13.1.2 There is a change of control in the Supplier; or

13.1.3 The Supplier ceases or threatens to cease to carry on business or takes or suffers any similar analogous action under any applicable law; or

13.1.4 The Supplier is unable to pay its debts; or

13.1.5 Any representation herein contained by the Supplier shall in the opinion of the Purchaser prove to be untrue or incorrect in any respect as of the date when made; or

13.1.6 An order is made or an effective resolution is passed for the winding up of the Supplier's company other than for the purpose of an amalgamation or reconstruction the terms of which have been agreed by the Purchaser; or

13.1.7 A petition is presented or an order is made or a resolution passed or any analogous proceeding or action is taken for the appointment of an examiner, administrator, administrator receiver, trustee or any similar officer over the Company; or

13.1.8 The circumstances set out in condition 9.2 herein arise.

13.2 Termination of the contract for whatever reason shall not relieve or discharge either party from any obligations, which have accrued prior to such termination.

14 Publicity

The Supplier shall not advertise or publicly announce that it is supplying goods or providing services to the Purchaser without prior written consent of the Purchaser.

15 Notices

15.1 Any notice or other communication whether required or permitted to be given by one party hereto to the other shall be in writing and shall be deemed to have been duly given if signed by or on behalf of a duly authorized officer of the party giving notice and;

15.1.1 If delivered by courier, at the time of delivery to the addressee or its authorized agent;

15.1.2 If sent by registered mail, from the date of mailing, if addressed to the party to whom such notice is to be given at the address set forth for such party in this Contract (or such other address notified to the other party hereto);

- 15.1.3 If transmitted by facsimile, on receipt of an error free transmission report to such facsimile number or numbers from time to time notified to the other party;
- 15.1.4 If transmitted by e-mail, on receipt of a delivery report to such e-mail account or accounts from time to time notified to the other party.

16 Waiver

- 16.1 No waiver by the Purchaser of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or of any other provision;
- 16.2 If the Purchaser does not exercise any right arising out of this Contract, this will not imply a relinquishing of said right with respect to any claims against the Supplier at the relevant time or in the future.

17 Validity

- 17.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by applicable law.
- 17.2 In the event of such partial validity, the Purchaser shall seek in good faith on replacing any such legally invalid provisions with provisions which, in effect, will from an economic viewpoint, most fairly approach the effect of the invalid provision.

18 Relationship

- 18.1 Nothing in this Contract shall constitute a representation or agreement that the parties hereto are members of any partnership, joint venture, association, syndicate, agency, or other entity for any kind of purpose and the parties hereto agree and acknowledge that they are independent contractors as their services relate to each other.
- 18.2 The Supplier shall have no authority or power to bind the Purchaser or to contract in the name of or create a liability against the Purchaser in any way or for any purpose.

19 Force Majeure

- 19.1 If either party hereto is prevented from performing any of its obligations hereunder due to any cause which is beyond the non-performing party's reasonable control, including, but not limited to, fire, explosion, flood or other acts of God; acts, regulations, or laws of any government; war, acts of terrorism or any other kind of civil commotion; strike, lock-out or any other kind of labour disturbances; or failure of public utilities or common carriers (a "**Force Majeure Event**"), such non-performing party shall not be liable for breach of this Contract with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event.
- 19.2 Such non-performance will be excused for a period of 60 days or as long as such event shall be continuing (whichever occurs sooner), provided that the non-performing party gives immediate written notice to the other party of the Force Majeure Event. Such non-performing party shall exercise all reasonable efforts to eliminate the Force Majeure event and to resume performance of its affected obligations as soon as practically possible.

20 Compliance

The Supplier shall comply with all requirements and/or obligations of any statute, statutory instrument, rule, order, legislation, directive and/or by-laws laid down by legislation and/ or EU bodies dealing with and relating to the fulfilment of the Contract.

21 Governing Law – Jurisdiction

- 21.1 These Conditions shall be governed and construed by and shall be read in all respects in accordance with Belgian laws, with the exclusion of the rules on conflict of laws and the UN Convention on the International Sale of Goods.
- 21.2 Each of the parties hereto submit to the exclusive competent jurisdiction of the Belgian courts.

22 Communications

All written and oral communications, all documents and the labelling and marketing of all packages shall be in Dutch or English, unless otherwise specified by the Purchaser.

23 Electronic trading

If requested from time to time by the Purchaser, the Supplier shall forthwith deliver to the Purchaser, free of charge, the Product details on media specified by the Purchaser. The Supplier shall ensure that the Product details delivered to the Purchaser are at all times complete and accurate and shall forthwith notify the Purchaser in writing of any modification or addition to or any inaccuracy or omission in such Product details.

These Standard Conditions of Purchase are the property of Bonar Technical Fabrics nv and can not be copied without explicit written consent of Bonar Technical Fabrics nv.