

GENERAL PURCHASING CONDITIONS

1. Service provider

- a. In these general purchase conditions service provider means any (legal) person from whom we have requested a tender or have placed an order, and in addition to these, their authorised representatives, beneficiaries and successors.

2. Application

- a. These general purchase conditions apply to every application for submitting a tender as well as to every order which we place with the service provider.
- b. The order could relate to the delivery of goods or services, the implementation of work or the provision of workers or to other activities to which these general purchase conditions apply.
- c. The application of any general or particular conditions of the service provider is explicitly rejected.
- d. A deviation from these general purchase conditions is only valid if it has been accepted or has been confirmed explicitly by us in writing. In case of conflict the provisions and/or obligations of the agreement will have priority over these general purchase conditions.

3. Laws and regulations

- a. The service provider is considered to be familiar with all legal and other regulations in the field of safety, working conditions and environment which must be complied with in the implementation of the order and is responsible for taking all measures which are prescribed in these areas in connection with the implementation of the order or could be necessary on any other basis.
- b. For all damage and costs and other deleterious consequences of whatever kind, which could arise for us because the service provider fails to observe regulations in the field of safety, working conditions and/or environment, the service provider will indemnify us and exempt us from liability.

- c. The service provider is obliged itself to ensure the prompt acquisition of licenses, dispensations and similar arrangements that it needs for the implementation of the order issued to it.

4. **Invitation, tender and entry into effect of the agreement**

- a. If we invite the service provider to submit a tender, this invitation is only valid if it has been made in writing and by our competent representatives. A tender of the service provider is only valid if it has been made in writing.
- b. A tender is irrevocable for a period of at least thirteen (13) weeks after it has reached us. A tender is always adequately specified and explicitly related to our invitation.
- c. An agreement is only concluded through our accepting the tender on the basis of a written order.
- d. Each order is issued by us subject to the suspensive condition that we do not receive the order for the work of which the activities to which the tender of the service provider relates form part.

5. **Price**

- a. The price for the products as indicated in an order or agreement is in euros, exclusive of VAT, and includes all direct and/or indirect costs, such as for example travel and accommodation expenses, which are or will be incurred by the service provider in connection with the products. Prices indicated in an order or agreement are fixed, unless circumstances are indicated which can require adjustment, as well as the way in which the adjustment takes place. The change as indicated in the previous rule will not be applicable before we have been informed of it and have given our written approval.

6. **Delivery and transport**

- a. Unless another place of delivery has been agreed or has been indicated by us, all deliveries are made free in our warehouse.

The service provider bears the costs of loading, packaging, transport, insurance and unloading, including customs costs, unless the contrary has previously been agreed with us in writing.

- b. Each consignment must be accompanied with a package list and a waybill, on which the number of the order is indicated as well as, so far as relevant, the processing, maintenance and operation regulations in Dutch.

- c. Outside our normal working hours delivery is not possible unless it has been agreed otherwise with us in writing.
- d. Damage or loss on loading, during or in unloading, of whatever kind or for whatever reason, is for the account and risk of the service provider, which will replace goods which have been damaged or lost, at its expense, or, subject to our written authorisation, will repair them at its expense, unless the damage or loss has been caused by our gross fault or that of our employees.
- e. If for any reason we are not able to accept goods, the service provider will (arrange to) keep and protect the goods at its expense until the delivery can take place.

7. **Transfer of ownership and risk**

- a. The ownership and risk of the goods are transferred to us on delivery and if necessary assembly and/or installation. If goods are rejected by us, agreement has not been reached after checking or the right to cancellation of the agreement or to replacement of these goods is cited by us on good grounds, the ownership and risk are considered never to have been transferred to us. In the event of payment in advance the ownership is transferred as soon as we have made the first payment.

8. **Tests and trials**

- a. We explicitly reserve the right at any time, but are not required, to [arrange to] inspect and check goods delivered by the service provider or activities performed by it, if appropriate to reject them or otherwise in an appropriate case to assert our rights resulting from the agreement.

The service provider is required and its own expense to make available to us all information and facilities required for testing, checking or trials.

- b. We have the right to request submission of a deed of approval or some other similar statement that the inspection and trials of goods have been carried out.
- c. The service provider must at its expense repair defects which have led to rejection immediately after reception of the rejection notice or, if in our judgement restoration is not possible or justified, ensure replacement, without prejudice to our rights to cancel the order in whole or in part.
- d. Goods which have been rejected must be removed by the service provider at its own expense on first indication by us. As long as this has not occurred, they will be stored by us for the account and risk of the service provider. We have in addition the right to [arrange to] remove rejected goods at the expense of the service provider.

- e. In the event of approval the service provider will not be released from any guarantee or liability on the basis of these general purchase conditions or on the basis of the agreement.
- f. On submission and/or delivery the service provider will make available to us all components, ancillary materials, tools, spare parts, instructions and diagrams for processing and connection required for use as well as operating and maintenance instructions and all obligatory guarantee records and certificates. We are entitled to suspend our payment obligations to the service provider until the service provider has discharged its obligations in this respect.

9. **Ancillary materials**

- a. The service provider will indicate in good time what relevant information and/or data it requires from us for the implementation of the agreement. In case the service provider - for whatever reason - has not complied with the content of the previous rule, it will not have in any circumstances a right of appeal and/or objection on the basis of an infringement of the duty of information by us.
- b. All drawings, designs, models, specifications, instructions, tools and other ancillary materials which are made available by us to the service provider for the implementation of the order, remain exclusively our property at any time, whereas ancillary materials that are purchased or manufactured by the service provider at our expense, immediately after they are ready, or have been received by the service provider, will be considered to have been transferred to our ownership. As long as such ancillary materials remain under the control of the service provider for the implementation of the order, they will be accompanied with a marking which indicates that they are our property. They cannot be made available to a third-party.
- c. We will not be required to make any payment in respect of ancillary materials which the service provider has taken from a third-party, unless the service provider have demonstrated to our satisfaction that it has paid the purchase price or the contract amount to such third-party.
- d. The service provider must indicate third parties which are intending to seek recourse for their rights against ancillary materials which are our property. We will immediately be informed by the service provider of claims of third parties.
- e. As long as it has data or ancillary materials that are our property, the service provider bears the risk of damage or loss for whatever reason. It is obliged to insure this risk and keep it insured to our satisfaction but for its own risk and account.

- f. Unless explicitly agreed otherwise by us in writing, the service provider is not permitted to use ancillary materials which have been made available to it by us or which have been bought or have been manufactured for the implementation of its order by the service provider, for other purposes, nor will it tolerate that they are used by or for third parties. After implementation of the order the ancillary materials must be returned to us without delay in good condition.
- g. The service provider is required to inform us immediately of obscurities, inadequacies or other defects in data or ancillary materials which have been made available to it by us or on our behalf.

10. **Delivery deadline**

- a. The service provider is required to carry out the order issued to it within the agreed delivery deadline. We must be informed without delay of any overshoot or imminent overshoot of the agreed delivery deadline.
- b. The service provider will be notified period by us, applying a reasonable period of notice, when it is not possible for the service provider to make a start with its activities at the agreed time. We are not responsible for the effect of such a delay or for interim changes in the temporary work or construction schedule, irrespective of whether the change and/or the delay has arisen by or outside our control.

11. **Payment**

- a. If we have not agreed otherwise with the service provider, payment occurs within 60 days after reception of an invoice adequately specified by the service provider - this means specified by the nature and quantity of the products provided - provided the goods delivered by the service provider and/or the activities performed by it have been approved by us and the service provider has also in other respects complied with its obligations to us on the basis of the agreement. Payments in advance are only made after the service provider has provided collateral to our satisfaction. We are entitled to offset amounts that we owe to the service provider with amounts which we can claim from the service provider.
- b. Instalments are considered as advances on the end payment. It is not permitted for the service provider to charge credit restriction surcharges.

12. **Guarantee**

- a. The service provider guarantees that goods provided by it or activities carried out comply with the agreement. Goods do not comply with the agreement if

they do not possess the properties and characteristics which we could expect on the basis of the agreement.

To the extent that no more detailed description of the requirements to be imposed on the goods or activities has been given, they must be in any case always of good quality and at least meet the usual requirements of adequacy, efficiency and suitability. In addition, the goods must satisfy at any time the applicable statutory provisions.

- b. The service provider gives a guarantee that the goods provided by it are complete and ready for use. All components, ancillary materials, tools, spare parts, instruction manuals for use and instruction manuals required by us for the use of the goods must be provided by the service provider.
- c. The service provider guarantees that the goods meet the legal provisions and/or requirements concerning in particular quality, safety, environment and health.
- d. The service provider guarantees that it and its members of personnel will at all times comply with all relevant laws and regulations issued by the central government and the municipality - for example concerning quality, safety, environment and health - in the implementation of the agreement.
- e. The service provider guarantees that it and its members of personnel will strictly observe company regulations and - regulations determined by us.

13. **Liability**

- a. Notwithstanding all other rights which we enjoy in case of nonperformance by the service provider, the service provider is responsible for any damage, of whatever kind, which is the consequence of defects in goods provided by it or activities carried out, or arises because the service provider did not carry them out or not in good time, or has been caused by errors, failure or imprudence of the service provider or of its personnel or of those parties which it uses in the implementation of the order. By damage is also explicitly understood consequential damage. The service provider will grant us an indemnity against all claims of third parties in this regard.
- b. We have the right to demand from the service provider the conclusion and maintenance of insurance for the cover of any risk connected with the implementation of the agreement, including liability on the basis of this Article.

14. **Industrial and intellectual property**

- a. The service provider guarantees that through goods provided by it no violation is committed of an industrial or intellectual property right of a third-party. It

indemnifies us from all claims of third parties which could arise from such a violation.

15. Confidentiality

- a. With respect to all information and know-how concerning the order or our company, of which the service provider has knowledge for the order issued to it, it will observe total confidentiality and not make public anything in writing about it except with our written authorisation.

16. Transfer of rights and obligations

- a. The service provider is not permitted to transfer its rights and obligations on the basis of the agreement to third parties or burden them with restricted rights, except with our previous written authorisation. We may impose conditions on such authorisation.

17. Non-compliance and the consequences of it

- a. In case the goods do not comply with the agreement and/or if delivery of goods does not occur within the agreed period and/or in the agreed place and manner and/or in case the service provider otherwise violates its obligations (guarantees) on the basis of the agreement, there is a case of non-compliance of the agreement by the service provider.
- b. In case of non-compliance of the agreement by the service provider - subject to the case that compliance is already permanently impossible - we will issue a formal notice to the service provider on the basis of a summons and demand that the service provider make good the non-compliance within a reasonable period.

The associated costs will be charged to the service provider. If the service provider does not satisfy within the reasonable period indicated in the official notice the requirements imposed by us, it will be in arrears.

- c. In case the service provider - whether or not by right - is in arrears, without prejudice to our other rights which we derive from the arrears of the service provider - including our right to damages - we are entitled:
 - without previous legal authorisation to arrange the delivery of the goods and/or the restoration of the non-compliance by a third-party and recover the costs of this from the service provider; or
 - to cancel the agreement in whole or in part by a written statement addressed to the service provider outside the court.
- d. In case of cancellation we are not required to compensate any damage or loss of profit of the service provider. On the other hand the service provider is, for

its part, responsible for all damages, of whatever kind, which we could suffer as a result of cancellation. These damages will include the additional price which we must pay to have the deliveries and/or activities of the service provider carried out and/or completed by a third-party. All our payment obligations will be suspended, until it has been determined what amount we can claim in this regard from the service provider.

- e. The service provider indemnifies us from all financial consequences related to claims of third parties for non-compliance by the service provider and/or related to unlawful operations and/or errors of the service provider in the context of the implementation of the agreement.

18. Immediate termination and cancellation of the agreement

- a. The agreement finishes without cancellation, official notice, legal mediation or any other kind of legal transaction being required of us:
 - in case of termination of payment or bankruptcy of the service provider;
 - in case of loss of legal personality, dissolution or liquidation of the service provider;
 - when the service provider closes its actual business and/or its business activities have been actually terminated or have been closed.

19. **Equipment and tools**

- a. Unless it has been stipulated otherwise in the agreement with the service provider, the service provider will provide the necessary equipment and tools for the implementation of its activities. Horizontal and vertical transport is performed by the service provider on its own account and risk. The equipment and tool of the service provider must meet all the appropriate safety requirements. The client can prohibit the use of equipment or tools which do not meet the requirements. In such a case the service provider is required to provide for replacement and it will meet any damage and costs arising as a consequence for us.

20. **Dangerous substances**

- a. In working with chemical or other dangerous goods the service provider must inform us of all instructions on the manner of treatment and processing, including regulations concerning the use of personal protective equipment and other regulations in the field of safety, health and hygiene, and also of the measures to take in the event of accidents, fire or other disasters. The service provider will give an undertaking to us that this type of substance, including the manner of packaging, satisfies all relevantly applicable statutory requirements. It is required to make the obligatory protection measures available to its personnel at its expense.

21. **Additional work**

- a. The service provider is only entitled to charge for additional work because of a change of the nature or scope of the order issued to it or of the implementation circumstances, if and to the extent that an explicit written order has been issued to it by us for the implementation of the additional work. A mere change of the times, work or construction schedule as such does not confer a right of setoff of additional work.

22. **Assignment or outsourcing of work**

- a. The service provider is not entitled to have the order issued to it in whole or in part carried out by a third-party and even less in the implementation of the order issued to it to use workers who have been made available to it by a third-party, with our previous written authorisation.

We will not bear responsibility or liability in this regard in any way whatsoever.

- b. The service provider indemnifies us from any employee claims lodged against us of natural persons in the broadest sense to be used in the context of (the implementation of) the agreement and/or the delivery.
- c. Any assignment or subcontracting of work does not affect the intrinsic obligations which the service provider has on the basis of the agreement with us. The service provider remains fully responsible for compliance.

23. **Applicable law**

- a. Dutch law is applicable to every agreement. If any provision of these general purchase conditions should be in conflict with binding law, that provision will be non-binding, but the other provisions of these general purchase conditions remain effective without reduction.

24. **Disputes**

- a. All disputes regarding the agreement will be submitted - after the parties have made reasonable attempts to reach an amicable solution - to the competent judge in the District of Breda. We have, however, the right to have disputes with a service provider established outside the Netherlands resolved by the competent foreign judge.

Deposited to that effect with the clerk of the Court of Breda on