

General Purchase Conditions Intecma B.V.

Version dated 1 September 2018

CHAPTER 1. GENERAL

Article 1 Definitions

1. In these General Purchase Conditions, the terms and expressions used below have been defined as follows:

- a) Client: user of these purchase conditions;
- b) Contractor: the counterparty of the client;
- c) Agreement: the agreements set down in writing between the client and contractor regarding the delivery of items;
- d) Delivery: provision of one or more items, or facilitating these items for the client, and possible installation/assembly of these items;
- e) Items: goods and/or services to be delivered; parties: client and contractor.

Article 2 Applicability of General Purchase Conditions

- a) All general terms and conditions of the contractor are explicitly rejected.
- b) These purchase conditions apply to all requests, offers and instructions relating to the delivery of items by the contractor to the client.
- c) In the case of any dispute between specially agreed obligations and the purchase conditions, Dutch law shall apply.

Article 3 Amendments

- a) The client is entitled at any time in consultation with the contractor to change the scope and/or characteristics of the items to be delivered. Amendments shall be agreed in writing or verbally, at the discretion of the client.
- b) If the contractor deems that a change will have implications for the agreed fixed price and/or the delivery

deadline, the contractor is obliged, before implementing the change, to inform the client about this change in writing as soon as possible, and no later than two working days after becoming aware of the desired change. If in the opinion of the client these implications are unreasonable, it will have the right to terminate the agreement without any obligation on the part of the client to pay the contractor any compensation.

Article 4. Assignment to third parties

- a) The contractor is not authorised without written consent from the client to assign the implementation of the agreement, either in part or in its entirety, to third parties, or to transfer or pledge accounts receivable that the contractor has towards the client as a result of the agreement to third parties. Notwithstanding this, the contractor remains fully responsible for obligations following from this agreement.
- b) If obligations or some of the obligations of the contractor ensuing from the agreement are transferred to a third party, this third party is obliged to inform the client of the provisions put in place and prescribed by law for employers for deducting VAT, taxes on wages and salaries and social insurance contributions.

Article 5 Price and adjustments

- a) The prices exclude VAT and include all costs relating to compliance with the contractor's obligations.
- b) The prices are fixed, unless the agreement cites circumstances that may result in an adjustment of prices, and the manner in which prices will be adjusted is specified.

Article 6 Invoicing and payment

- a) Unless otherwise agreed between the parties, payment shall be made within 14 days with a 2% discount or within 60 days of receipt of the invoice and approval of the items.
- b) Payment shall be made in the currency stated on the purchase order.

- c) If advance payment is agreed, either in part or in full, the contractor is bound to provide security equal to the amount of the advance payment. This security must have a term that is at least equal to the term of the agreement and is payable following a sole notification from the client that the contractor is in default.
- d) The client is entitled to suspend payment if it identifies a shortcoming in the items. The moment at which the contractor remedied the shortcoming will be noted as the date of receipt of the invoice.
- e) A suspension of payment by the client will not in any way discharge the contractor from its obligation to continue carrying out delivery of items to the client in accordance with the agreed terms.
- f) The client has the right to reduce the invoice amount by any amounts that the contractor owes the client.
- g) Payment by the client does not in any way constitute a relinquishment by law.
- h) The contractor shall send the specified invoices to the client after delivery, quoting the reference given by the client.

Article 7 Deadline for delivery

- a) The agreed deadline for delivery is critically important. If the contractor fails to deliver by the appointed deadline, it will be deemed to be in default, without the need to issue a notice of default.
- b) The contractor shall notify the client immediately if there is a risk that the delivery deadline will be missed, unless otherwise agreed. This does not affect any implications of this deadline being missed based on the agreement or statutory provisions.
- c) If a penalty is imposed by the client for late delivery, this penalty will not replace any compensation applicable by law, and compliance, compensation and termination of the agreement may be demanded in addition to this penalty.

Article 8. Delivery and conditions of delivery

- a) Delivery will take place to the agreed location and at the agreed time. Unless otherwise agreed, delivery will take place DAP (Delivered at Place) in accordance with the latest Incoterms.
- b) The client is entitled to defer delivery. The contractor shall in this case store, preserve, safeguard and insure the items such that they are adequately packaged, separated and identifiable as destined for the client at its own expense and risk.
- c) The contractor only authorised to make partial deliveries if this has been agreed with the client and will not lead to an increase in cost to the client. The client has the right to return partial deliveries that have not been agreed, at the expense and risk of the contractor. A delivery earlier than agreed may only take place subject to the prior written consent of the client and will not alter the originally agreed payment or guarantee terms.

Article 9 Shortcoming

- a) In the event of a shortcoming for which the contractor is culpable, it will be in default, without the need to issue a notice of default. General Purchase Conditions of INTECMA B.V. Issued by INTECMA B.V. and deposited with the Chamber of Commerce for South Netherlands under Chamber of Commerce number 68.48.61.89.
- b) If the delivered items do not comply with the agreement, the client may demand that the contractor delivers any missing item, redresses any defects or replaces any items as necessary, at the discretion of the client. Any costs involved will be borne by the contractor. If the contractor does not meet this obligation within a reasonable deadline to be specified by the client, the client will be entitled to have the delivery of the missing item, remedy or replacement carried out by a third party. The contractor is responsible for all costs incurred to the client as a result of this.

- c) The client is entitled to offset statutory interest on amounts paid upfront by the client over the period of default against invoices still to be paid.
- d) The parties can only invoke non-culpable failures in dealings with each other, if, as soon as possible, and no later than within 24 hours after the occurrence of the non-culpable failure, the party affected informs the other party in writing that it is invoking a non-culpable failure. Invoking a non-culpable failure must be based on the submission of the necessary documentary evidence, which must be with the other party within no more than five working days.
- e) If the contractor states that it is not culpable for one or more of its failures and the client accepts this position, the client will nevertheless be entitled to terminate the agreement. In this case, neither party will be entitled to compensation.

Article 10 Guarantees

- a) The contractor guarantees that the items and any corresponding installation/assembly/use of the same is agreed.
- b) The contractor guarantees that the items are fully complete and ready for use. It will ensure that all parts required to achieve the purpose specified by the client in writing will also be delivered, even if not specifically named.
- c) The contractor guarantees that the delivered package meets all relevant statutory provisions regarding, among other things, quality, environment, health and safety.
- d) If the client establishes that the delivered package does not meet (either fully or in part) the guarantees provided by the contractor in sections a to c of this article, the contractor will be in default without any notice of default being required.

Article 11 Intellectual and industrial property rights

- a) The contractor vouches that the client is free to use the items undisturbed. The contractor indemnifies the client

against the financial consequences of claims of third parties due to a breach of their intellectual and industrial property rights.

- b) The contractor is entitled to use the information submitted by the client within the context of delivery, although only in connection with the agreement. This information is and remains the property of the client.

Article 12 Documentation

- a) The contractor is obliged to provide the client with the associated documentation prior to or at the same time as delivery.
- b) The client is free to use this documentation as it chooses.

Article 13 Liability

- a) The client is liable for any damage, in other words direct and/or indirect consequential damage, in the broadest sense of the word that may arise in connection with implementing the obligations devolving to the contractor from the agreement.
- b) The contractor indemnifies the client against all financial consequences of claims from third parties relating solely to the implementation of its obligations flowing from the agreement.
- c) The client has the right to require that the contractor takes out insurance to cover risks. The contractor shall grant the client at its first request an opportunity to carry out the mandatory inspection of the policy covering these risks.
- d) Unless otherwise agreed, this liability of the contractor is not confined to the period leading up to delivery, by also extends to the full service life of the delivered product.

Article 14 Transfer of risk and ownership

- a) Ownership of items transfers to the client once they have been delivered to the address specified by the client.
- b) If the client provides the contractor with materials such as raw materials, ancillary materials, tools, drawings, specifications and software for the purposes of meeting its obligations,

these remain the property of the client. The contractor shall mark these clearly and unmistakably as the property of the client. The client shall look after them as if they were its own property and treat them prudently. The contractor also guarantees that they will only be used for the purposes of the delivery to which they relate. The contractor is not permitted to transfer these items to third parties without the written consent of the client.

- c) At the moment where materials such as raw materials, ancillary materials and software belonging to the contractor are processed in items belonging to the client, a new item is created that belongs to the client. This applies notwithstanding Article 14d.
- d) The risk relating to the items transfers to the client at the moment when delivery and therefore approval of the items in accordance with Article 16 of these purchase conditions have taken place.

Article 15 Secrecy and disclosure ban

- a) The contractor shall keep the existence, nature and content of the agreement and any other company information secret and not disclose anything in relation to this without the written consent of the client.
- b) The contractor is obliged to ensure that its employees and any third parties made aware of or provided with information such as that cited in paragraph a of this article, or who may become aware of such information in any other way, is fully and adequately instructed to keep this information secret and treat it as strictly confidential.
- c) If the provisions of paragraphs a and/or b are breached, the contractor will owe a penalty of €5000 for each breach. This penalty is payable immediately without any notice of default being required, notwithstanding the right of the client to full compensation.

Article 16 Inspection

- a) The client is entitled to inspect the items (or have them inspected) at any

time both during production, processing and storage and after delivery. If the items are inspected after delivery, this inspection will take place within 10 working days after delivery of the items, unless this relates to items that cannot be/have not been inspected within the set deadline.

- b) At the first request, the contractor shall grant the client or its representative access to the production, processing or storage location. The contractor shall assist with the inspection free of charge.
- c) If an inspection cannot take place by the set deadline as set down in this article through the action of the client, or if an inspection has to be repeated, the costs incurred to the client as a result of this will be borne by the contractor.
- d) If the delivered items are rejected, the contractor shall ensure within five working days of notification of rejection that the delivered items are rectified or replaced. If the contractor does not meet this obligation within the deadline set in this article, the client will be entitled to procure the requisite items from a third party, or to take its own measures or have measures implemented by a third party, at the expense and risk of the client.
- e) If the contractor does not collect the rejected delivered items within five working days after notification of rejection, the client will be entitled to return the items to the contractor at the latter's expense.

Article 17 Packaging

1. The client will have the right at any time to return the packaging materials or transport packaging materials to the contractor at the expense of the same.
2. The processing or destruction of (transport) packaging materials is the responsibility of the contractor. If packaging materials are processed or destroyed at the request of the contractor, this will take place at the contractor's risk and expense.
3. Any special requirements for the packaging imposed by the client shall

be carefully observed by the contractor.

Article 18 Termination with immediate effect

- a) If the contractor fails to meet its obligations from the agreement or from other agreements flowing from the same, or in other circumstances such as the bankruptcy of the contractor or a moratorium, or in the case of cessation, the withdrawal of any licences, attachment of (some) company property or items intended for implementation of the agreement, liquidation or acquisition, or if the contractor's business finds itself in any other similar circumstances, it will by operation of law be in default.
- b) In the above cases, the client will be entitled to unilaterally terminate the agreement, either in full or in part, without notice of default being required and without judicial intervention. In addition to terminating the agreement, the client will be entitled to compensation at any time.
- c) Notwithstanding all other rights, the client can terminate the agreement, either in full or in part, if any benefit is offered or granted to a person who is part of the client's company or one of its subordinates or representatives by the contractor or one of its subordinates or representatives.
- d) The agreement must be terminated in writing with a letter, fax or e-mail to the contractor, unless otherwise agreed in writing in relation to the agreement.

Article 19 Orderliness, safety and environment

- a) The client and its employees and any third parties engaged by the same are bound to observe statutory health, safety and environmental regulations. Any operating instructions and regulations of the client in the area of health and safety and the client's environment must also be observed. If applicable, the contractor shall be provided with a copy of these instructions and regulations immediately upon request, free of charge.

- b) If the items to be delivered contain substances such as those specified in Article 4(1) of European Directive 2002/95/EU (the 'RoHS Directive'), the contractor shall send the client with information about these substances before completing the order, as well as details of the location and quantity of these substances in the goods to be delivered
- c) The contractor warrants to the client that the items to be delivered conform to the specifications set down in Chapter 9 of the Environment Act, in accordance with European Directive 2006/1907/EU (the 'REACH Directive') governing the registration, evaluation and authorisation of chemical substances

Article 20 Disputes

- a) Disputes between the parties, including those only regarded as such by one of the parties, shall be resolved by means of proper consultation as far as possible.
- b) If the parties cannot resolve disputes, they shall be settled by the competent court in the district of Breda.

Article 21 Applicable law

- a) The agreement of which these purchase conditions form a part is exclusively subject to Dutch law. Foreign law and the Vienna Sales Convention are excluded.
- b) The usual conditions are excluded, unless expressly agreed in writing.