

8.3 In case of failure by the Supplier in the execution of its obligations under the Agreement or any other Agreements arising therefrom, as well as in case of bankruptcy, suspension of payment and in case of termination, liquidation or acquisition, split, merger or any comparable condition of the Supplier's company, he's automatically in default. In that case, the Buyer has the right to suspend the Agreement without notice and without legal intervention unilaterally in whole or in part by giving written notice to the Supplier and/or by suspending payment obligations and/or by imposing full or partial execution of the Agreement to third parties, without the Buyer being liable for any damages, and the Buyer is entitled to full compensation and refund of payments made.

8.4 The Supplier is obliged to keep the consequences of any failure to comply with its obligations under the Agreement as limited as possible.

All costs involved are at the expense of the Supplier. The Supplier is fully liable for all damages suffered by the Buyer due to the shortcomings, including any contractual fines the Buyers owes to the customer as direct and/or indirect consequence of the Supplier's shortcoming.

8.5 Without prejudice to all other rights, the Buyer may immediately terminate the Agreement in full or in part if, by the Supplier or any of his subordinated or representatives, any benefit is or is offered or provided to any person who is part of the Buyer's company or to any of his subordinates or representatives.

The Buyer shall not incur any costs and/or damage in any form whatsoever to the Supplier without prejudice to the rights of the Buyer at full compensation for damages or costs.

Article 9. Force majeure

9.1 If the Supplier is prevented by force majeure from fulfilling its obligations under the Agreement, the provisions of Article 6:75 of the Dutch Civil Code shall apply.

9.2 In case of force majeure as referred to in paragraph 1 of this article, the Supplier must inform the Buyer within 24 hours in writing of the reasons. In addition, he must make all possible efforts to overcome the obstacle and to limit any damage.

9.3 In the force majeure situation referred to in paragraph 1 of this article, the obligations of both parties shall be suspended for the duration of the force majeure, all but excluding that part of the obligations that may still be executed.

9.4 In such a situation, the Buyer is obliged to make payments only for the obligations of the Agreement which have been complied with.

9.5 Once the force majeure situation has ended or as soon as technically possible, a progress report as referred to in Article 7.6 of these Conditions, will be amended by means of a change as specified in Article 3.2 of these Conditions. The agreed price will not be changed.

9.6 If the force majeure situation in relation to the Buyer's obligation vis-à-vis its Buyer lasts unreasonable long, the Buyer has the right to dissolve the Agreement. The Supplier will then refund all of the payments received from the Buyer.

Article 10. Warranty and Recovery

10.1 The Supplier is obliged at first notification of the Buyer to repair all errors, defects or other shortcomings that occur during a warranty period of 18 month after delivery, however, which warranty period is at least 12 months after the official date of transfer to the Customer and/or End user of the item of which the Goods supplied by the Supplier are part of.

10.2 If the Supplier repairs or restores Goods or parts thereof in compliance with its warranty obligations, these Goods or parts will again be subject to a warranty period as defined in article 10.1.

10.3 The Buyer shall inform the Supplier as soon as possible of any shortcomings in Goods delivered by the Supplier. The Supplier will, immediately on receipt of this notice, rectify the defects or replace the Goods on his behalf.



10.4 In urgent cases and in addition, if after consultation with the Supplier, it is reasonable to assume that the Supplier can or will not be in good time for repair or replacement, the Buyer has the right to carry out the repair or replacement himself or to have it done by third parties for the Supplier's own behalf.

10.5 During 60 days after such repair or replacement, the Supplier has the right to inspect the relevant Goods.

10.6 All costs to meet the Supplier's warranty obligations as referred to in this Article, as well as the additional costs incurred by the Buyer and/or his Customer and/or his End user as a result of non-compliance with the Supplier's warranty obligations, are for the account of the Supplier.

10.7 Return of the replaced Goods or parts by the Buyer or his Customer or his End user, shall be done only at the express request of the Supplier or at the Buyer's own initiative at the expense and risk of the Supplier. The Buyer assumes that such request will be met as appropriate.

10.8 The Supplier undertakes to perform maintenance and repair work for a period of 10 years after delivery of the Goods and/or to deliver the necessary parts, at reasonable prices.

Article 11. Intellectual and industrial property rights

11.1 The Supplier warrants that the use, including resale, of the Goods delivered by him or any means purchased or manufactured by him for the Buyer, shall not infringe on patent rights, trademarks, model rights, copyrights or other rights of third parties.

11.2 The Supplier shall indemnify the Buyer of claims arising from any breach of the rights referred to in the preceding paragraph and he shall compensate the Buyer for any damages resulting from any infringement.

11.3 The Supplier is entitled to use the information provided by the Buyer, but exclusively in connection with the Agreement. The information is and remains the property of the Buyer.

Article 12. Documentation

12.1 The Supplier is obliged to make available to the Buyer accompanying documentation as mentioned in Article 5.4 of these Conditions prior to or at the same time as the delivery.

12.2 The Buyer is free in the use of this documentation, including the multiplication thereof for own use.

12.3 The Supplier must check the Agreement and the accompanying documentation for obvious defects or missing items. Any defects must be reported to the Buyer immediately and without delay by the Supplier prior to the Supplier's execution of the Agreement.

Article 13. Liability and insurance

13.1 The Supplier is fully liable for and indemnifies the Buyer of all damages incurred and/ or being incurred by the Buyer or by third parties as a result of defects in his products and in Goods delivered by him.

13.2 The Supplier is fully liable for and indemnifies the Buyer of all damages incurred and/ or being incurred by the Buyer or by third parties as a result of acts or omissions of himself, of his staff or of those who are involved by him in the execution of the Agreement, as well as due to the use of inadequate resources by himself, his staff or those involved in the execution of the Agreement.

13.3 The Supplier indemnifies the Buyer of third party claims for compensation for damages arising from liability as referred to in the previous two paragraphs.

13.4 For the purpose of this article, the staff and employees of the Buyer are considered as third parties.



13.5 The Buyer is entitled to charge the Supplier all judicial and extrajudicial costs related to the collection of amounts due by the Supplier to the Buyer and any interest payable thereon, including the costs of retention, seizure, maintenance, storage and insurance. However, the Buyer shall not be obliged to maintain or insure any retained Goods.

13.6 The Supplier will adequately insure against the liability provided for this article, excluding regression on the Buyer and his Buyers. The Supplier grants the Buyer, if desired, access to the insurance policy.

Article 14. Risk and ownership transfer

14.1 The ownership of the Goods is transferred to the Buyer at the time of the actual delivery.

14.2 In the event the Buyer makes available to the Supplier materials such as raw materials, consumables, tools, drawings, specifications and software for the purpose of fulfilling his obligations, this property remains with the Buyer.

The Supplier will separate this storage from items belonging to himself or to third parties. The Supplier will mark them as the property of the Buyer.

14.3 At the moment materials such as raw materials, consumables and software of the Buyer are incorporated into Goods of the Supplier, there's a new case of which the ownership belongs to the Buyer. This is without prejudice to Article 14.4

14.4 The risk of the Goods is transferred to the Buyer at the moment the delivery and then the approval of the Goods in accordance with Article 16 of these Purchase Conditions have taken place.

Article 15. Confidentiality and Prohibition of Disclosure

15.1 The Supplier guarantees the secrecy against third parties of all business information as well as know-how in the broadest sense of the word, coming from the Buyer who has come or brought to his knowledge in any way.

15.2 The Supplier is not permitted to give any kind of publicity to the execution of the Agreement without prior written consent of the Buyer, as well as to maintain direct or indirect contact with Buyer(s) and/or end user(s) of the Buyer.

15.3 This consent may be subject to conditions by the Buyer.

15.4 The Supplier shall not be permitted to reproduce or to give for inspection to third parties documents such as drawings, schedules and other business information related to the Agreement other than necessary in connection with the execution of the Agreement and upon prior written consent of the Buyer.

15.5 The Supplier will also impose the obligations mentioned in this article on his staff involved in the execution of the Agreement.

15.6 Failure to comply with any of the provisions of this article shall require the Supplier to pay to the Buyer an immediate and payable fine of €250.000 for each violation and €10.000 per day the violation continues, without any notice of default or intervention of the court is necessary and without prejudice to the right of the Buyer to recover the suffered damage from the Supplier.

15.7 Even after termination of the Agreement, Article 15 will remain in force. This also applies to the subSuppliers involved in the Agreement by the Supplier in terms of article 4.2.

Article 16. Testing and Inspection

16.1 The Buyer is at all times entitled to attend testing and inspections. Absence of the Buyer at testing or inspections never implies automatic or tacit approval.

16.2 The Supplier is responsible for carrying out testing and inspections of the relevant inspection authority, including the delivery of the (share) certificates required by this authority and certificates to



be delivered to the Buyer following the testing and inspections carried out by the relevant inspection authority.

16.3 Testing and inspections by the inspectors of the Buyer or by persons or authorities designated by the Buyer or his Buyer(s) may take place both during production and prior to delivery, during or after delivery. In the event of rejection of the Goods in whole or in part, the Buyer shall notify the Supplier in writing.

16.4 The Supplier grants access to the places where the Goods are produced or stored and provides free of charge his collaboration to the required testing and inspections and provides the necessary documentation and information for his account.

16.5 The Supplier informs the Buyer at least 10 working days in advance of the time at which testing and inspections will take place.

The Buyer will then inform the Supplier within 5 working days whether or not he will attend the testing and inspections.

16.6 The costs of testing and inspections are at the expense of the Supplier.

16.7 If an inspection as referred to in this Article can't be performed at the intended time because of the Supplier, or if an inspection needs to be repeated, the costs incurred by the Buyer will be at charge of the Supplier.

16.8 In the event of disapproval of the Goods after the risk has passed on the Buyer, the risk of the rejected Goods is for the Supplier and the previous risk transition to the Buyer is reversed retroactively.

16.9 The Buyer's consent or consent granted to the Supplier in respect of any matter, as well testing and inspections as provided for in these Conditions, doesn't release the Supplier from his obligations under the Agreement. Testing and/or inspections of Goods in accordance with the provisions of this article 16 doesn't include delivery or acceptance.

Article 17. Application Materials for Export

17.1 If the Buyer indicated the country of final destination, the Supplier is obliged to examine for the acceptance of the assignment whether the Goods to be delivered, processed or not, may be exported to the Buyer's final destination. If the Goods are exported unprocessed, the Buyer must indicate this and the Supplier is responsible for providing the required export licence.

17.2 As soon as the Supplier finds that the Goods to be delivered, whether or not processed, may not be exported to the final destination specified by the Buyer, the Supplier shall immediately inform the Buyer in writing.

17.3 The Supplier is then liable for all damage caused by the Buyer or by third parties by failing to fulfill his obligation to deliver the Goods.

17.4 The Supplier indemnifies the Buyer of third party claims for compensation for damages arising from liability as referred to in paragraph 3 of this article.

Article 18. Packaging

18.1 The Supplier carries out proper packaging, as well as the security and transport of the Goods so that it reaches the place of delivery in good condition and the unloading can take place safely.

Article 19. Health, safety and the environment

19.1 The Supplier and his employees, as well as third parties engaged by him are required to observe the legal safety, health and environmental regulations. Also any company regulations and rules regarding safety, health and the environment of the Buyer must be complied with. A copy of these rules and regulations is available to the Supplier on request free of charge.



19.2 The Buyer has the authority to deny the Supplier's personnel access to the company site/object and/or to remove them, if the rules and regulations referred to in this article are not complied with. Then the Supplier is required to promptly replacement.

19.3 The Supplier is not authorized to store and/or to use hazardous and/or harmful substances on the Buyer's site/object, unless the Buyer has given prior written consent. If the Buyer grants such consent, the Supplier must provide the Buyer with the safety data sheet of the substances in question.

19.4 The Supplier must at all times take care of the disposal of his own waste, including chemical waste and packaging. The Supplier undertakes to issue each time a declaration in the disposal of chemical waste indicating the toxic properties of the product to be removed.

19.5 The Supplier is liable for and indemnifies the Buyer of all damage caused by the Buyer or by third parties caused by storage, use, distribution, processing and/or inaccurate packaging of hazardous and/or harmful substances.

19.6 It is the duty of the Supplier to find out whether delivered Goods must be provided with a corresponding safety data sheet. If to deliver Goods must be provided with a safety sheet, the Supplier is required to send the most recent version of the relevant safety data sheet with the confirmation of the order. In addition, the relevant safety data sheet must also be physically present at the delivered Goods at the time of delivery and will be considered as part of the delivery (see also article 7.7).

19.7 As soon as the supplier issues an update of the safety data sheet, the Supplier must deliver it to the Buyer without delay.

19.8 Even after termination of the Agreement, Article 19.7 remains in force for a period of 10 years.

19.9 Goods which are subject to CE marking must not only be marked with a CE marking but also a CE declaration must be provided to the Buyer at all times. This statement is therefore seen as a fixed part of the delivery.

19.10 All costs (both directly as indirectly) arising from non-compliance with Article 19.6 to 19.9 are borne by the Supplier.

Article 20. Disputes and applicable law

20.1 Disputes between parties, including those considered by only one of the parties as such, will be resolved as much as possible by means of good consultation.

20.2 If parties fail to resolve the dispute, the dispute will be settled by the competent court in the North Holland district, in which the Buyer's business is located.

20.3 The Agreement, which is covered by these Purchase Conditions, is governed solely by Dutch law. Foreign legislation and treaties such as the Vienna Convention are excluded.

Article 21. Staff

21.1 Staff employed by the Supplier in the execution of the Agreement will meet the requirements set by the Buyer and, in the absence thereof, meet the general requirements of professional competence and expertise.

21.2 If, in the opinion of the Buyer, there is insufficiently qualified personnel, the Buyer shall at all times be empowered to order removal of the relevant personnel and the Supplier is obliged to provide immediate replacement without additional costs to the Buyer. This is in accordance with the provisions of paragraph 1 of this article.

21.3 Without the prior written consent of the Buyer, the Supplier shall not be entitled to use the workforce provided by the Buyer.



21.4 If the Agreement relates to the execution of work or the provision of Services, the Supplier shall provide the Buyer with a written statement of the staff by whom it is to be engaged, including their name, address, date of birth and Civic Service number and further from all this staff a copy of a valid ID, as well as all legal documents, and all other information requested by the Buyer of this staff. Changes to this information will also be communicated to the Buyer immediately.

21.5 For the purposes of these Conditions, the staff of the Supplier must include third parties involved by the Supplier in the execution of the Agreement.

Article 22. Activities on the company site/object

22.1 Object is understood to mean all Goods produced by and/or on behalf of the Buyer, which are not on his company site.

22.2 The Supplier must, prior to commencement of the Agreement, inform about the circumstances on the company site/object where the work is to be executed and which may affect the execution of the Agreement.

22.3 Costs of delay in the execution of the Agreement or other costs caused by circumstances as intended, are for the account and risk of the Supplier.

22.4 The Supplier and its potential subSuppliers are always required:

- a) to perform the work they are executing well and properly and in accordance with the provisions of the Agreement;
 - b) only to follow the orders and instructions given by the Buyer;
 - c) to have their agents in principle available on the company site/object during working hours, whereby their absence, replacement and accessibility are settled in consultation with the Buyer;
 - d) to have and to demonstrate at the first request of the Buyer of his legal documents;
 - e) to submit weekly to the Buyer a statement containing man hours accountability, name of all staff by the Supplier from week to week;
 - f) to comply strictly with all his obligations towards the staff employed by him;
 - g) to provide each time at the Buyer's first request, to the Buyer a copy of a recent statement regarding his payment behaviour by the Tax Office as provided for in the Code of Liability Act;
 - h) to operate solely in a manner that complies with the provisions of the Artificial Constructions Law (WAS) and the applicable additions thereto. The Supplier's subSuppliers must also comply with the terms of the WAS. The Supplier indemnifies the Buyer of any claims that the Tax Administration will impose on the Goods delivered to the Buyer under the WAS.
 - i) to ensure that all obligations imposed on workers in the context of the Foreign Employment Act are timely and correct complied with. The Supplier indemnifies the Buyer for the possible consequences of any administrative fine in the event of a failure to comply with the obligations imposed.
 - j) to refrain from making quotes or offers to the Buyer and/or Buyer's End user for extensions or changes to the Buyer's work;
 - k) The provisions of paragraph h of this article also apply to the delivery of Goods to be replaced on the object (so-called spare parts delivery);
 - l) to indemnify the Buyer for all claims for any reason whatsoever from the staff employed by them, except in the event of intent or gross negligence on behalf of the Buyer's organs and/or executive officers appointed with the Buyer and to ensure that they are properly assured against such liability.
- 22.5 The Supplier shall ensure that the staff employed by him on the Buyer's company site/object wears business clothing, with clear company name, as well as personal protective equipment.
- 22.6 The Supplier shall ensure that his presence and the presence of his staff on the Buyer's company site/object does not impede the undisturbed progress of the Buyer and third party's activities. The Supplier and his staff are obliged to comply with the instructions given by the company's management and supervisory staff of the Buyer.
- 22.7 Execution of the agreed work must be done in the normal working hours of the Buyer.



22.8 The execution of the work outside of the normal working hours of the Buyer shall be permitted only upon prior written consent of the Buyer.

22.9 Storage of material on the company site/object is at the expense and risk of the Supplier and only after the prior written consent of the Buyer. The Supplier may not store any material on the Buyer's company site/object other than, in the opinion of the Buyer, is necessary for the execution of the Agreement.

Signed at the Chamber of Commerce in Amsterdam and to download directly from www.verhoef.eu

The Dutch version of these General Purchase Conditions is guiding and decisive in the interpretation of the text.
Version 1.0 dated February 2, 2017