

GENERAL TERMS AND CONDITIONS OF PURCHASE ITHO DAALDEROP 2014

ARTICLE 1 DEFINITIONS

In these General Terms and Conditions of Purchase the terms listed below have the following meaning:

- *Buyer*: Itho Daalderop Group B.V. and/or one or more companies affiliated with it;
- *Seller*: any natural person with whom or company or other legal entity with which the Buyer has entered into an Agreement (as defined below) or is negotiating to enter into an Agreement, or that/who supplies Goods and/or provides Services as defined below to the Buyer on other grounds;
- *Agreement*: any Agreement between the Buyer and the Seller, regardless of whether it has been laid down in a written contract, including any supplement or amendment to it;
- *Delivery*: placing one or more Goods in the possession of or under the control of the Buyer, including if applicable installation/assembly of those Goods;
- *Goods*: the delivery of tangible or non-tangible goods; and
- *Services*: the work to be performed by the Seller for the benefit of the Buyer on the basis of the Agreement.

ARTICLE 2 APPLICABILITY

These Itho Daalderop Terms and Conditions of Purchase govern every Agreement, any and all applications and offers with respect to the Delivery of Goods to the Buyer by the Seller, and anything related in the broadest sense of the words. The applicability of any general terms and conditions of the Seller's is explicitly rejected.

ARTICLE 3 DELIVERY AND INSPECTION

1. Delivery will be made at the agreed location and at the agreed times in accordance with the DDP (Delivery Duty Paid) in accordance with the 2010 Incoterms, published by the International Chamber of Commerce, except if and insofar as they are derogated from in these Itho Daalderop Terms and Conditions of Purchase.
2. The agreed time of Delivery is of the essence. In the event that the Goods are not delivered in a timely manner the Seller will be in default immediately, without any further notice being required.
3. The Seller must notify the Buyer in writing immediately in the event that there is a threat that the delivery time will be exceeded.
4. The ownership and risk in respect of the Goods will be transferred to the Buyer after the Goods have been delivered and accepted.
5. In the event that the Goods are rejected the Seller will ensure that they are repaired or replaced within five working days. In the event that the Seller fails to comply with that obligation the Buyer will be entitled to purchase the Goods in question from a third party immediately or to have a third party take measures, in both cases at the Seller's risk and expense.
6. In the event that the Buyer makes materials available to the Seller, such as raw materials, moulds, tools, drawings, specifications or software, in connection with the Seller's compliance with its obligations, those materials will remain the property of the Buyer. The Seller will store such materials, in addition to any other Goods that belong to the Buyer, separately and recognisably (as the property of the Buyer) and will adequately insure them and keep them insured until the time at which they are delivered to the Buyer.
7. At the Buyer's request the Seller will be obliged to deliver the Goods that it delivered previously again (by way of service parts) up to at least ten (10) years after the Buyer takes out of its product range the end product in which the Goods that have been delivered have been or are processed.

ARTICLE 4 GUARANTEE

The Seller guarantees that the Goods and Services (and the results of the Services) will be in accordance with the parties' agreements and will be in compliance with any and all relevant statutory provisions with respect to, e.g., quality, safety, health and the environment, and also that the Goods will have the qualities that are necessary for normal and expected use. This guarantee applies for a term of five (5) years after the Goods have been delivered or the Services have been provided.

ARTICLE 5 BREACH, SUSPENSION AND DISSOLUTION

1. In the event that the Seller commits a culpable breach, it (the Seller) will be in default effective immediately, without any further notice being required, in which case the Buyer will be entitled to dissolve the Agreement in whole or in part or to take other legal action, without prejudice to its right to claim compensation of damage.
2. In the event of a non-culpable breach (on the part of one or both of the parties) both parties' obligations will be suspended.
3. A party will be entitled to invoke a non-culpable breach only in the event that it gives notice to the other party in that respect, in writing, as quickly as possible and in any event within five working days after the circumstance that has given rise to the non-culpable breach has arisen; that party will be required also to submit the necessary documentary evidence.
4. In the event that the Seller argues that one or more of its breaches cannot be attributed to it and the Buyer accepts that argument, the Buyer will nonetheless be entitled to dissolve the Agreement. In such a situation the parties will not owe each other any compensation of damage.
5. The following situations in any event do not constitute a non-culpable breach: in the event that the Seller cannot comply with its obligations or cannot do so in a timely manner as a result of strikes, illness or dismissal of staff members, or negligence on the part of the Seller's other contractual parties or specific problems of its own in connection with the delivery or unsuitability of raw materials or semi-finished products or price increases, liquidity or solvency problems on the part of the Seller or breaches committed by third parties that it has engaged.

ARTICLE 6 INDEMNIFICATION AND INSURANCE

1. The Seller indemnifies the Buyer against any and all claims brought by third parties insofar as they are related to the compliance with its (the Seller's) obligations under the Agreement.
2. The Seller is obliged to take out adequate insurance to cover its liability risks. The Seller will allow the Buyer to inspect the relevant policy/policies immediately upon request.

ARTICLE 7 PRICES AND PRICE ADJUSTMENTS

1. All rates and prices are exclusive of VAT (BTW) and include any and all costs that are related to the Seller's compliance with its obligations that ensue from the Agreement, including proper packaging.
2. The rates and prices are fixed and may be changed only in the event that a circumstance arises that is explicitly specified in the Agreement as a circumstance that can lead to a price adjustment and provided that the Agreement stipulates the manner in which such an adjustment will be applied.

ARTICLE 8 PAYMENT

1. The Seller will provide a properly itemised invoice for the Goods that it has delivered. Payment will be made, including VAT insofar as applicable, within 45 days end of month following the last date of transfer of ownership or the date on which the invoice is received. In the event that payment has been made within 10 days after all the conditions for payment have been met, the Buyer will be entitled to a 2% discount on the total price invoiced (exclusive of VAT). The Buyer will be entitled to set off that discount against its payment.
2. The Buyer will be entitled to deduct every invoice from any and all amounts that the Seller owes it (the Buyer).
3. Payment (by the Buyer) does not constitute any form of waiver of any right whatsoever.
4. In the event that the Buyer is in default in respect of its compliance with its payment obligation, which will not be possible until after the Seller has given notice of default, in which context the Buyer must be given a reasonable term in which to properly comply, the Buyer will pay the Seller statutory interest within the meaning of Article 6:119 of the Dutch Civil Code (Burgerlijk Wetboek).

ARTICLE 9 DISSOLUTION IN THE EVENT OF A BANKRUPTCY OR SUSPENSION OF PAYMENTS

The Buyer will be entitled to dissolve the Agreement in whole or in part in the event that the Seller applies for or is granted a provisional or definitive suspension of payments, the Seller files a petition for bankruptcy or is declared bankrupt, the Seller's business is liquidated, the Seller ceases its business operations, an attachment is levied on a significant part of the Seller's assets, the Seller enters into a merger or demerger or is dissolved, or the Seller cannot be deemed to be able to comply with its obligations pursuant to the Agreement for any other reason.

ARTICLE 10 TRANSFER OF OBLIGATIONS THAT ENSUE FROM THE AGREEMENT

The Seller may transfer to a third party the obligations that ensue for it pursuant to the Agreement only if the Buyer has given it prior permission to do so in writing. The Buyer will be entitled to attach conditions to its permission.

ARTICLE 11 INTELLECTUAL AND INDUSTRIAL OWNERSHIP RIGHTS

1. The Seller acknowledges that the Buyer is the owner of any and all intellectual property rights in respect of information that the Buyer provides, in any form whatsoever, and thus it will such information only for the purposes for which the Buyer has provided it.
2. The Seller will forfeit a penalty in the amount of EUR 50,000 for each violation of the provisions stipulated in subsection 1 above.
3. The Seller warrants the free and undisturbed use (by the Buyer) of the Goods that are delivered, including the duplication of the documentation that the Seller supplies with the Goods and Services. The Seller indemnifies the Buyer against any and all claims brought by third parties on the ground of an infringement of their intellectual and industrial ownership rights.

ARTICLE 12 CONFIDENTIALITY

1. The Seller will keep confidential any and all information that the Buyer provides to the Seller, in any form whatsoever, such as technologies, technical processes, models, drawings, drafts and specifications in respect of the Goods to be delivered and any and all other information that the Buyer makes available to the Seller in respect of which the Seller knows or reasonable should understand that the Buyer wishes to keep such information confidential, and it will not disclose anything about such information unless it has received prior permission to do so from the Buyer in writing. This provision also applies in respect of the existence, the nature and the content of the Agreement. The Seller will impose the same obligation on its staff members or contractual parties or any other auxiliary persons, servants or agents and the Seller warrants that all of those parties will comply with that obligation as if it were their own.
2. The Seller will forfeit a penalty that will be due on call in the amount of EUR 50,000 for each violation of the provisions stipulated in subsection 1 by the Seller or by a staff member, contractual party or any other auxiliary person, servant or agent.

ARTICLE 13 ORDER, SAFETY AND THE ENVIRONMENT

The Seller (and its employees), and any third parties that it (the Seller) engages, are obliged to comply with any and all statutory safety, health and environmental regulations that apply. Any company rules and regulations of the Buyer's in the field of safety, health and the environment must also be complied with.

ARTICLE 14 DISPUTES AND APPLICABLE LAW

1. Any dispute that arises further to this Agreement and any subsequent amendment to this Agreement, including its conclusion, validity, binding nature, interpretation, compliance or end, will be resolved by means of arbitration proceedings in accordance with the WIPO Arbitration Rules. The arbitration tribunal will consist of one arbitrator. The arbitration proceedings will be conducted in English and will be held in Rotterdam, the Netherlands. Dutch law will apply.
2. Every legal relationship between the Buyer and the Seller is governed by Dutch law.

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SUPPLEMENTARY PROVISIONS WITH RESPECT TO SERVICES, ASSIGNMENTS AND THE ACCEPTANCE OF WORK

ARTICLE 15 ASSIGNMENTS AND THE ACCEPTANCE OF WORK

All of the following provisions will apply, as a supplement to all of the foregoing provisions, insofar as the Seller undertakes to supply goods or provide services other than the delivery of Goods.

ARTICLE 16 DEFINITIONS

The capitalised terms listed below are defined as follows and have the following meaning:

- Professional Errors: breaches, such as mistakes, carelessness, omissions, acts of default and incorrect recommendations that a competent Seller, acting with due care under the circumstances in question and acting with due caution and with normal professional knowledge and exercising its profession in a normal manner, should avoid; and
- Staff Members: the staff members or other auxiliary persons, servants or agents that the Seller engages in connection with the performance of the Agreement, who will work under its responsibility in accordance with the Agreement.

ARTICLE 17 THE SELLER'S GUARANTEES AND ACCEPTANCE

1. The Seller guarantees that the Services to be provided by it or on its behalf will be in compliance with the requirements stipulated in the Agreement and that the Services to be provided by it or on its behalf will be performed in professional manner and in accordance with the latest state of the art, with due observance of any and all relevant regulations, such as those governing safety, health and the environment.
2. In the event that the Buyer considers the results of the Services that have been provided to be unsatisfactory, the results of the Services will not be accepted.

ARTICLE 18 REPLACEMENT OF PERSONS AND SERVICES PROVIDED BY THIRD PARTIES

1. The Seller may replace persons who are charged with providing the Services only in exceptional cases. The Seller may not temporarily or definitively replace persons who are charged with providing the Services without prior permission to do so from the Buyer in writing. The Buyer will not refuse to grant such permission on unreasonable grounds and may attach conditions to such permission. The rates that applied in respect of the original persons may not be increased in the event that those persons are replaced.
2. In the event that the Buyer requests that persons who are charged with providing the Services be replaced because it is of the opinion that that is necessary or desirable in the interest of the proper performance of the Agreement, the Seller will comply with such a request. In that case the rate to be charged will not exceed the rate that was fixed in the Agreement for the person who is being replaced.
3. In the event that persons who are charged with performing the Agreement are replaced, the Seller will make persons available whose expertise, education and experience is at least at the same level as that of the persons to be replaced.
4. When it is performing the Agreement the Seller may make use of the Services of third parties only after it has received permission to do so from the Buyer in writing. The Buyer will not refuse to grant such permission on unreasonable grounds. The Buyer may attach conditions to its permission. The permission granted by the Buyer will not affect the Seller's responsibility and liability for the compliance with the obligations that it bears in accordance with the Agreement and in accordance with the obligations that it bears as an employer in accordance with tax and social insurance legislation.
5. Under no circumstances will the Buyer be obliged to make payment before the Seller has performed the work fully to the Buyer's satisfaction and the Seller has demonstrated that it has paid the Staff Members and/or non-subordinate auxiliary persons, servants or agents whom it has engaged everything that is owed to them in connection with the assignment that has been carried out/the work that has been performed.
6. The Buyer is entitled at all times to pay to the Seller the social insurance contributions, VAT (BTW) and other taxes that the Seller owes in connection with the work that it has performed (that the Seller has charged on to the Buyer) in respect of which the Buyer could be jointly and severally liable in accordance with the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act (Wet ketenaansprakelijkheid), by depositing such amounts in its blocked account within the meaning of the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act or by paying them (on behalf of the Seller) directly to the industrial insurance board and/or the Collector of Taxes.

ARTICLE 19 USE OF THE BUYER'S GOODS

1. When it is providing the Services the Seller may use goods that are the property of the Buyer and that are given to the Seller on loan for that purpose. Conditions may be attached to that loan for use.
2. As long as the Seller has goods belonging to the Buyer in its possession, the Seller will bear the risk related to damage, loss, destruction or theft. As long as the Seller has the Buyer's goods in its possession it will be obliged to store those goods recognisably as the property of the Buyer.

ARTICLE 20 PROGRESS REPORT

The Seller will report to the Buyer regarding the progress of the Services as often and in the manner stipulated in the Agreement or that the Buyer considers necessary.

ARTICLE 21 WORKING METHOD AND SECURITY

1. The Seller will instruct its Staff Members who are involved in the provision of the Services to comply with the security procedures and internal rules indicated by the Buyer insofar as those Services are provided at the Buyer's place of business. The Buyer will inform the Seller of those procedures and rules in a timely manner.
2. Any and all obligations with respect to the Seller's Staff Members, including obligations in accordance with the applicable tax and social insurance legislation, will be for the Seller's account. The Seller indemnifies the Principal against any liability in this respect.
3. The Seller will ensure that the presence of its Staff members and/or non-subordinate auxiliary persons, servants or agents at the site and in the building(s) where the Services are provided will not constitute an obstacle to the undisturbed progress of the [other] work performed by the Buyer and/or third parties.
4. The Seller must have a valid proof of registration from the industrial insurance board with which it is registered, in addition to any and all other permits that it is required to have by law. The Seller will allow the Buyer to inspect such permits immediately upon request.
5. The Seller must allow the Buyer to inspect the payroll records or the timesheets of all its Staff Members immediately upon request.
6. The Seller will be responsible for removing any waste and/or packaging materials that are present in connection with the Services provided by it or on its behalf.

ARTICLE 22 INDEMNIFICATION AND INSURANCE

1. The Seller indemnifies the Principal against any and all claims brought by third parties insofar as they related to the Seller's failure to comply with its obligations pursuant to the Agreement or pursuant to the law. The Seller warrants that it has any and all permits required.
2. The Seller has taken out and will maintain adequate insurance in respect of the following risks: professional liability (risks that ensue from Professional Errors), business liability (including liability for damage caused to persons or property owned by the Buyer) and loss of and damage to machinery and equipment (including as a result of fire and loss), including the goods that are the property of the Buyer.

In case of a discrepancy between these translated General Terms and Conditions of Purchase and the Dutch version (Algemene Inkoopvoorwaarden Itho Daalderop 2014), the Dutch version is authoritative with the exception of the language clause in Article 14.1.