



GENERAL PURCHASE CONDITIONS of the client of KONINKLIJKE EUROMA B.V. having its registered office in Wapenveld, the Netherlands filed with the Commercial Register of the Chamber of Commerce in Zwolle on 17 January 2014 under number 08027912

1. DEFINITIONS

In these purchase conditions the terms and expressions used hereinafter shall be defined as follows:

- The Client: Koninklijke Euroma B.V. and/or its related companies, businesses and/or enterprises using these purchase conditions;
- The Supplier: the one with whom the purchase and delivery of an item or the rendering of a service has been agreed;
- Agreement; the agreements laid down in writing between the Client and the Supplier concerning the purchase and delivery of goods and/or services;
- The order: the instruction to supply an item or render a service to the extent placed or confirmed by the Client in writing;
- Delivery: the placing of one or more items in the possession of, or under the control of the Client and any installation/assembly/putting into operation/setting up of these items.
- Parties: the Client and the Supplier.
- General Purchase Conditions: the general purchase conditions of the Client as set out in the following provisions.

2. APPLICABILITY

- 2.1 These General Purchase Conditions shall apply to all requests, offers, instructions, orders and agreements relating to the supply of goods and/or services by the Supplier to the Client.
- 2.2 Any derogation from these [General] Purchase Conditions or the provisions of the Agreement between the Client and the Supplier shall be valid only if agreed between the Parties in writing and shall apply to the relevant Agreement only.
- 2.3 The applicability of the Supplier's General Conditions is hereby explicitly rejected. Stipulations deviating from these General Purchase Conditions may only be invoked by the Supplier if and insofar as these have been accepted by the Client in writing.
- 2.4 Having entered into a contract subject to the applicability of these General Purchase Conditions once, the Supplier consents to the applicability of these conditions to future agreements between him and the Client.

3. COMING INTO EFFECT

- 3.1 The agreement comes into effect when this is put down in writing by the Client.
- 3.2 The agreement also comes into effect when an order is placed with the Supplier by the Client and the Supplier has signed the order and returned it to the Client within 14 days of the date



of that order. By signing Supplier acknowledges that these General Purchase Conditions are applicable.

- 3.3 In addition to explicit acceptance, an order from the Client shall be deemed to have been accepted by the Supplier if the Supplier does not inform the Client within four working days that the order in question has not been accepted. Acceptance of an order by the Supplier also implies acceptance of these conditions as part of the agreement.
- 3.4 Requests for prices and quotations by the principal are fully free of engagement. Cost estimates prepared by the supplier prior to the contract being entered into must not be charged separately, also if no contract is entered into.

4 PRICES

- 4.1 Unless otherwise explicitly agreed on in writing, the price stated in the contract excludes VAT and is also fixed and unchanging and applies to goods to be supplied to the Client for delivery free domicile and/or to warehouses of the Client, or to a receiving address given by the Client, and includes all costs, such as transportation costs, insurance, packaging, foreign exchange risk, packaging material, import duties etc.
- 4.2 General price increases and price increases resulting from additional work or additional deliveries can only be passed on to the Client if these have been explicitly accepted by the Client in writing. Samples needed to evaluate about quality and application should be made available to the Client free of charge.
- 4.3 Faulty materials supplied, necessitating the supplier to perform work and/or incur expenses additional to those that were and could be anticipated when the contract was entered into, shall not in any case constitute a reason for increasing the price or prices agreed upon.

5 DELIVERY

- 5.1 Goods shall be delivered on the agreed INCO terms. Unless otherwise explicitly agreed on in writing, delivery should be free domicile and/or to warehouses of the Client "Delivered Duty Paid" (DDP), with the corresponding consignment note. If no INCO terms apply, goods shall be delivered, in these conditions including unloading, to the address indicated by the Client. The Supplier must comply with the provisions and instructions applicable at the known delivery address.
- 5.2 The time or period of delivery agreed upon in the contract in writing is fixed. If this is exceeded the Supplier shall be in default *de jure*. If no delivery time or period has been agreed, the goods must be delivered no later than thirty days after the agreement comes into effect.
- 5.3 The Supplier must report any threatened exceeding of the delivery date to the Client immediately in writing. This does not prejudice any consequences of the exceeding of the delivery date under the agreement or statutory provisions.



- 5.4 In the event of a late delivery by the Supplier, the Client, at its option, is:
- entitled to dissolve the agreement, without further notice of default and/or judicial intervention, whereby the Client has the possibility of claiming (integral) compensation. Under no circumstances shall the Client be liable for any damage to Supplier resulting from this;
 - entitled, apart from in the case of force majeure on the part of the Supplier, and after notice of default, to impose a fine of one half percent (0.5 %) of the value of the contract for every week that the Supplier is late with the completion of the contract, or with the delivery of the goods sold to the Client. Here a limit of five percent (5 %) of the total purchase or contract price applies, all of this without prejudice to the Client's right to compensation of all damage suffered by the Client in this regard.
- 5.5 In the event that the Client cannot reasonably be expected to take delivery of the goods offered for delivery, the Supplier shall store the goods at its own expense and risk, for a period to be decided at a later date, in such a way that the correct and consistent composition of the goods continues to be guaranteed and the required standard of quality is maintained. The Client excludes any liability resulting from the inability to take delivery of the goods offered for delivery.
- 5.6 Part-delivery and delivery of more or less than the agreed quantities, and delivery more than 7 days prior to the expiry of the agreed delivery time, shall only be permitted if prior written consent is obtained from the Client. Early delivery and/or fulfilment shall not result in changes to the agreed date of payment.
The risk with regard to excess goods delivered that are stored at the Client's premises shall continue to rest with the Supplier until agreement is reached over what is to be done with these goods. All costs involved in the storage of more than the agreed quantities shall be for the account of the Supplier, unless otherwise explicitly agreed on in writing.
- 5.7 In the case of delivery of bulk goods, the delivered quantity shall be recorded on the basis of the measurements by the Client on the calibrated bridge gauges indicated by the Client and using calibration tables.
- 5.8 The Supplier is obliged to pack the goods properly in accordance with the requirements of transportation and use, to provide the data and documents required by the Client, and to comply with any given instructions. The delivery shall not be deemed to be complete in the absence of these documents. The Supplier is liable for damage caused by inadequate packaging.
- 5.9 On the Client's request Supplier is obliged to send the Client a production or execution plan and/or to assist in a progress check in the name of the Client.
- 5.10 The Supplier shall accept packaging, including pallets and barrels, on more than once occasion and at its own expense and risk.



- 5.11 The delivery shall only be considered complete when the agreed has been delivered to the address indicated by the Client, in full and in accordance with the agreement.
- 5.12 The goods and/or services to be supplied are for the account and risk of the Supplier until the completion of the delivery.

6 CHANGES

- 6.1 The Supplier shall not introduce any changes in the specifications given by the Client without written consent or written request of the Client. If execution in accordance with these specifications is not possible, the Client shall not reasonably refuse this consent.
- 6.2 The Client is authorised to change the size and/or quality of the goods or services to be supplied at any time, in consultation with the Supplier. Changes shall be agreed in writing.
- 6.3.1 In principle changes and additions shall not result in the increasing of the agreed price or extension of the agreed delivery time.
- 6.3.2 If Supplier is of the opinion that a change shall have consequences for the agreed price and/or time of delivery, he is obliged, prior to implementing the change, to inform the Client of this in writing as soon as possible, no later than 5 working days after notification of the desired change. If the Client considers these consequences for the price and/or delivery time to be unreasonable, parties shall enter into consultations concerning this. Such consultation not leading to agreement shall not entitle the supplier to any rights and shall not result in the principal entering into any obligations other than those ensuing from the existing contract.

7 QUALITY AND LIABILITY; INSPECTION

- 7.1 The Supplier warrants that the items purchased satisfy the agreements made and meet the statutory and government requirements prevailing at the time of delivery in all respects, and that they are otherwise fit for the purpose for which they are intended. The Supplier warrants that the items are entirely complete and ready for use. It shall ensure that, *inter alia*, all component parts, aids, tools, spare parts, user instructions, and instruction manuals that are necessary to realise the purpose for which they are intended are included in the delivery. The Supplier warrants that the items conform to any samples, models, annexes and drawings made available by the Supplier and/or to production or confirmation samples approved by the Client.
- 7.2 Without the prior written consent of the Client, the Supplier may not deliver any items that derogate from the agreements made.
- 7.3 The Client shall have the right, but not the obligation, to inspect, or cause third parties to inspect, the items purchased, or any part thereof, prior to and/or after delivery.

The Supplier agrees to render its full cooperation in that respect, free of charge, and shall grant access to the location or locations of the items purchased. If the Client inspects the items purchased, it shall be under the obligation only to perform a random inspection.



In the event of rejection, the Client shall notify, or cause third parties to notify, the Supplier in writing. Such notification shall be deemed to constitute notice of default. If delivery is still possible and useful, the Client shall give the Supplier the opportunity still to deliver in accordance with the agreement within a reasonable term. If delivery, by its nature, is no longer possible or useful, or if the Supplier fails to entertain the opportunity referred to in the foregoing sentence, or fails properly to deliver, the Client shall be entitled to terminate all or part of the agreement, without any further notice of default being required and without prejudice to the Client's right to claim damages.

- 7.4 If the items purchased are defective or if the Supplier - otherwise - fails in the performance of its obligations under the Agreement, it shall be liable to the Client for any damage suffered as a result. For purposes hereof the Supplier should be deemed to include any private individuals and legal entities for which the Supplier is liable. If the Supplier fails to perform its obligations under the Agreement, the Client shall be authorised to terminate all or part of the Agreement, without prejudice to the Client's right to claim damages.
- 7.5 The Client shall not be liable for any damage suffered by the Supplier and its staff, unless the damage is attributable to wilful misconduct or intentional recklessness on the part of the Client or its managerial staff.
- 7.6 The Client's obligation to complain within the meaning of Article 7:23 of the Netherlands Civil Code [*BW*] (and Article 6:89 *BW*) shall not entail that the Client is to lodge a complaint with the Supplier within six months after it discovers, or should reasonably have discovered, a defect in the Supplier's performance. The term for lodging a complaint shall not commence before the date of delivery of the items purchased to the Client.
- 7.7 The Supplier shall indemnify the Client against any third-party claims for compensation of damage as a result of the defectiveness of the items purchased or - other - failure by the Supplier to perform its obligations under the Agreement. For purposes hereof third parties shall be deemed to include the Client's staff and any private individuals or legal entities working on the Client's instructions.
- 7.8 If the contract includes or also includes installation, assembly, putting into operation or other work to be carried out by the Supplier, such work shall be carried out entirely at the risk and expense of the Supplier, even if all of this is carried out on its behalf by third parties - which is permitted only after having obtained the Client's explicit consent to this. Contrary to that stipulated in clause 5.12, the delivery of the item/the completion of the contract, as well as the passing of the risk of the item, shall take place as soon as the installation, assembly, putting into operation or work to be carried out for that purpose by the Supplier have been completed and explicitly accepted by the Client.
- 7.9 Unless otherwise explicitly agreed on in writing, the Supplier must inspect and test the quality and composition of the raw materials, semi-finished products, packaging and other items for processing or use supplied by the Client and notify the Client of any irregularities at least 3 working days before processing or use.



- 7.10 Whether or not an inspection or commencement control takes place shall have absolutely no effect on any obligation or liability on the part of the Supplier.

8 WARRANTY

- 8.1 The Supplier guarantees that the goods and the corresponding documentation comply with all relevant statutory provisions in the country of destination with regard to, for example, quality, environment, safety and health.
- 8.2 The Supplier guarantees that the goods shall have a good and consistent quality at all times and shall be free from construction, material and manufacturing faults, as well as from faults or defects in their nature, composition, content or formulation.
- 8.3 In fulfilment of its warranty obligations, the Supplier is obliged to replace the defective items by new within a reasonable period, free of charge and at its own expense and risk, or to carry out additional services in order to still supply goods or documentation which correspond to the specifications, properties and requirements, without prejudice to the Client's other rights.
- 8.4 The warranty period runs for 12 months after delivery, unless otherwise explicitly agreed on in writing.
- 8.5 The Supplier guarantees the import, export and transit of the goods to be delivered to the known place of (final) destination.
- 8.6 Should the Supplier fail in the fulfilment of one of its obligations, the Supplier is obliged to pay compensation to the Client for all damage suffered in connection with that failure, including consequential loss and damage to third parties. Damage also includes the (extra) judicial costs reasonably incurred and to be incurred by the Client in connection with work carried out in order that fulfilment can be demanded and/or realised.

9 PAYMENT

- 9.1 The supplier shall be obliged to make a specified and well laid-out invoice available to the principal clearly describing the contract and the supply it concerns. Furthermore, it shall specify the quantities supplied and the unit price.
- 9.2 The invoice, including VAT, shall be paid within 60 days following delivery and approval of the goods supplied and/or services rendered and receipt and approval of the invoice, unless otherwise agreed in writing.
- 9.3 Under no circumstances shall payment by the Client imply waiver of right.
- 9.4 Supplier is obliged to state the order number and article number on the invoices to be sent to the Client. Deviations from this can cause delay in the payment. This delay shall be at the expense and risk of the Supplier.
- 9.5 The principal has the right to deduct amounts payable by the supplier to the principal from the invoice.



10 PROPERTY

- 10.1 In the event of the Client providing Supplier with materials, such as raw materials, auxiliary materials, tools, drawings, specifications and software to be used for the fulfilment of the obligations, these articles shall remain the property of the Client.
The Supplier shall keep these articles separate from articles belonging to himself or to third parties. The Supplier shall mark them as property of the Client. The Supplier may only use the aforementioned materials for the execution of the agreement entered into with the Client.
- 10.2 As soon as materials belonging to the Client, such as those described in the previous clause, are incorporated in the goods of the Supplier, a new object exists, the ownership of which belongs to the Client.
The supplier guarantees that the goods are not encumbered by any special levies and restrictions imposed by third parties.
- 10.3 The Supplier shall indemnify the Client from any claims of third parties related to any violation of the provision sub 2 by the supplier and shall compensate the principal for any loss resulting therefrom.
- 10.4 As soon as the ownership of the goods has been transferred to the principal, the principal shall have the right to alienate, to encumber or to pledge the goods in whatever form or to bring the goods under the control of third parties otherwise.
- 10.5 Should the Client make any payment before delivery or completion, the ownership of the goods and/or components or materials already with the Supplier for use in these goods, passes to the Client at the moment of payment. The Supplier is obliged to identify the goods in question that are still with him for the benefit of the Client. The Supplier shall mark them as the property of the Client.

11 INTELLECTUAL AND INDUSTRIAL PROPERTY

- 11.1 The Supplier guarantees that the unrestricted and undisturbed use of the supplied goods shall not infringe any intellectual or industrial property right or any other right of third parties. It indemnifies the Client against claims from third parties and shall compensate any damage to be suffered by the Client as a result.
- 11.2 Specifications, formulas, working methods, designs, drawings, models, slogans, texts, descriptions, artistic performances, artwork, the original as well as all adjustments, data, including all changes and other publicity material, etc., provided by the Client, or made by or in the name of the Supplier on the instructions of the Client, or in connection with that, and the intellectual and industrial property rights relating to that, belong only to the Client who shall also be regarded as maker and designer, all irrespective of whether all this is charged to the Client separately.
The Supplier shall do everything that is necessary to empower the Client to do that referred to here.
- 11.3 The Supplier is entitled to use the information provided by the Client, but only in connection with the agreement. So this information is and shall remain the property of the Client.



12 SECRECY

12.1 The Supplier is obliged, except for the statutory obligation thereto, to keep secret all information originating from the Client and information brought to its attention or developed within the framework of the execution of the agreement. The Supplier is prohibited from applying the aforementioned information for its own use or use by third parties, insofar as this information was not already in the public domain, or would be other than through the actions of the Supplier and not to divulge any part thereof to third parties without the principal's permission in writing.

12.2 The Supplier is obliged to keep secret all that which becomes known concerning the Client within the framework of an application for tender, an order and/or the execution of the agreement, and to demand the same of members of staff and third parties used within the framework of the making of an offer, the evaluation of an order and for the execution of an agreement.

The provisions of this clause apply specifically - but not exclusively - to data and information relating to products, installations and processes developed by the Supplier in collaboration with or on the instructions of the Client.

12.3 The Supplier shall not use the name, trademarks and trade names of the Client and its intellectual property rights in advertisements, other publications or for other purposes without prior written consent.

12.4 The obligations ensuing from this clause for the Supplier shall remain in force after the termination of this agreement.

13 INSURANCE

13.1 The Supplier must insure its liability for an adequate amount.

Furthermore the Supplier shall insure all goods that he has received from the Client under the agreement entered into with the Client, against all damage of whatever nature which could happen to it while it is in its care. In that respect the Supplier shall have right of recourse against the Client. The Supplier shall make all relevant policies available to the Client for inspection. If requested he shall provide the Client with copies of these and of the proof of payment of premium on demand.

14 TRANSFER

14.1 The Supplier can only transfer its obligations under the Agreement, or any part thereof, to a third party with prior written consent of the Client.

14.2 The transfer of obligations under the Agreement to a third party and/or the performance of all or part of the Agreement by a third party shall not affect the Supplier's liability for proper performance of the Agreement.



15 ASSIGNMENT PROHIBITION/SETOFF

- 15.1 The Supplier is prohibited, except with prior written consent of the Client, from assigning its claims against the Client to third parties and/or from encumbering them with a restricted right.
- 15.2 The Client is still entitled to offset that which he owes to the Supplier against that which the Supplier or the companies affiliated to the Supplier owes/owe to the Client, whether or not due. The Supplier is only entitled to any setoff following prior written consent of the Client.

16 SUSPENSION, DISSOLUTION

- 16.1 The Client is entitled to suspend its obligations under the agreement, or to dissolve the agreement wholly or partially, by means of a written statement and without prior notice of default, without judicial intervention and without any obligation to pay compensation to the Supplier for that, if and as soon as:
- the Supplier fails to fulfil any obligation vis-à-vis the Client or fails to do so on time or adequately,
 - the Supplier files for a moratorium on payment of its debts or is declared bankrupt,
 - attachment is levied on all or part of the Supplier's business assets or goods intended for the performance of the agreement,
 - the Supplier's business is discontinued or wound up,
 - the Supplier acts in violation of the law or the provisions of the Agreement vis-à-vis the Client.

In that case the Client is only obliged to pay Supplier the pro rata price for the goods or services already delivered, only insofar as the delivered goods and/or services are actually of use to the Client and/or the Client wishes to keep the delivered goods, all of this without prejudice to the Client's right to damages.

- 16.2 The late fulfilment referred to in clause 16.1 can also occur if there are backlogs in plans required or received by the Client, or if circumstances justify the suspicion that there shall be a delay in the execution of any (part) obligation under the agreement.
- 16.3 In addition to the cases mentioned, the Client is entitled to dissolve the agreement immediately by means of a written statement on payment of the pro rata price of the already delivered goods or services plus, should the Supplier prove that he has suffered damage and loss as a result of that, a surcharge not exceeding 10% of the remaining agreed price in compensation for this damage and loss (this includes loss of profit). Any claim on the part of Supplier for further additional or alternative compensation is ruled out.

17 FORCE MAJEURE

- 17.1 Both the Supplier and the Client can invoke force majeure. A party can invoke force majeure if the failure is not attributable to him, and if he is not accountable by law, juristic act or according to generally accepted practice. Force majeure does not take into account the fulfilment, on time or otherwise, of the obligations which a third party has taken on vis-à-vis the Supplier. If a party invokes force majeure, the other party must be notified of that in writing, stating the reasons leading to the force majeure situation.



17.2 During a situation of force majeure the Parties' delivery and other mutual obligations shall be suspended. If the period during which performance of the obligations under the Agreement is impossible due to force majeure exceeds three months, either Party may terminate the Agreement without any obligation arising to pay damages.

18 PUBLICITY/AUTHORIZATION

18.1 In the event of complaints from buyers concerning the Client's goods which result in any publicity, the Supplier gives the Client, now for then, an irrevocable and unconditional authority to take appropriate measures, also in its name and at its expense, in order to prevent and/or limit this publicity.

18.2 The Client is entitled to transfer this authority to the buyer as referred to in clause 18.1.

19 DISPUTES AND APPLICABLE LAW

19.1 Disputes between parties, including those that are only regarded as such by one of the parties, shall be resolved by mutual agreement as much as possible.

19.2 Contrary to the statutory rules on jurisdiction of the civil court, any dispute between the Supplier and the Client shall in the first instance be exclusively decided by the District Court for the Central Netherlands, save to the extent that the Subdistrict Sector of the District Court has jurisdiction. The Client shall, however, at all times have the right to submit a dispute to the court that has jurisdiction according to the law or the applicable international convention.

19.3 Dutch law shall apply to all other relations between the Client and the Supplier covered by these conditions. Foreign law and conventions, including the Vienna Sales Convention, are excluded.

20 CONVERSION

20.1 If and insofar as any provision in these General Purchase Conditions cannot be invoked on the grounds of reasonableness and fairness, or due to the unreasonably onerous character of said provision, the interpretation given to this provision shall be as similar as possible as regards content and purport, so that this condition can indeed be invoked.

21 TRANSLATIONS

21.1 The Dutch text of these General Purchase Conditions shall prevail over translations of this text.