

GENERAL PURCHASE CONDITIONS

These general purchase conditions apply to all quotations and Agreements between the Client and Supplier.

ARTICLE 1 Definitions

- 1.1. In these general purchase conditions, the following words shall have the following meanings:
- Shareholders:** Necomij's shareholders as described in appendix 1 of these general purchase conditions.
 - Supplier:** the natural or legal entity to whom the delivery of goods or services is assigned, or from whom a quotation is requested.
 - Necomij:** the private limited liability company B.V. Nederlandse Maatschappij van Handelaren in Lijzerwaren en Gereedschappen "Necomij", with registered office in Leiden and its principal place of business at (2171 AG) Sassenheim, Jagtlustkade 10-A, listed in the commercial register of the Chamber of Commerce (KvK) under number 28013310.
 - Client:** Necomij and/or Shareholder(s).
 - Agreement:** the agreement that has been concluded between the Supplier and Client, for the delivery of goods and/or the services rendered by the Supplier on behalf of the Client.

ARTICLE 2 Applicability

- 2.1. These general purchase conditions apply to all requests made by the Client to the Supplier to issue a proposal, to the quotation to be submitted by the Supplier, to orders by the Client and to all Agreements to be entered into or that have been entered into by the Client with the other party. The validity of the general terms and conditions declared applicable by the Supplier is not accepted by the Client.
- 2.2. An Agreement is only not governed by these general purchase conditions when parties have explicitly agreed this and the Client has confirmed this in writing to the Supplier, mentioning the provisions that are not applicable.
- 2.3. Unless explicitly communicated otherwise by the Supplier to the Client, once an Agreement has become effective, all Agreements between parties ensuing from that Agreement or new Agreements between parties are also governed by these general purchase conditions, including in the event that, after that time, the Agreement becomes effective between parties by (registered) letter, by fax, by telephone, by e-mail (with read receipt), or in any other way.
- 2.4. If the Client and the Supplier agree special conditions which deviate from these general purchase conditions, these deviating conditions only apply to the Agreement for which these deviating conditions have been agreed between parties and these deviating conditions do not have an effect on new Agreements between parties, unless parties have explicitly agreed this in writing.

ARTICLE 3 Conclusion of the Agreement

- 3.1. Stating (as far as possible) a technical specification, required amounts, delivery time, place of delivery and price, the Client asks the Supplier to provide a quotation, for the goods to be delivered by the Supplier to the Client and the services to be rendered.
- 3.2. The Agreement becomes effective by the Supplier confirming the order to deliver goods and/or for the Supplier to perform services; this confirmation means that these general purchase conditions are deemed to have been accepted and to be applicable.
- 3.3. The Client and Supplier acknowledge that the Shareholders can only enter into Agreements with the Supplier under their own account. Furthermore, the Client and the Supplier acknowledge that the Shareholders are explicitly not permitted to enter into an Agreement with the Supplier in the name of and/or at the expense of the Client. Agreements entered into by a Shareholder in the name of and/or at the expense of the Client, will, under no circumstance, bind the Client.
- 3.4. An offer submitted by a Supplier is irrevocable for a term of 60 days after this has reached the Client, unless the invitation by the Client to make the offer contains a different term.
- 3.5. If the Client provides the Supplier with a verbal instruction, a written order confirmation by the Client is deemed to revert to the content of the content of what has been agreed, unless the Supplier objects to the content in writing within 5 business days.

ARTICLE 4 Amendments and additions

- 4.1. The Client is authorised at all times, in consultation with the Supplier, to amend the scope and/or the capacity of the goods to be delivered and/or the services to be rendered by the Supplier.
- 4.2. If, in the opinion of the Supplier, an alteration will have an impact on the agreed invoice amount and/or the time of delivery, the Supplier is obliged, before making the alterations, to inform the Client of this in writing as soon as possible, but within 8 calendar days of the notification of the required alteration. If, in the opinion of the Client, the impact on the invoice amount and/or delivery time is unreasonable, parties shall consult with one another about this.

ARTICLE 5 Delivery

- 5.1. The Supplier shall deliver the goods within the agreed term to the agreed location.
- 5.2. At all times, the Client is entitled to postorder the delivery of the goods and/or the services that are rendered. In that case, insofar as is necessary, the Supplier will package the goods properly, will store these separately and in a manner that these are recognisable, shall preserve, secure and sufficiently insure these goods.

ARTICLE 6 Delivery time

- 6.1. The Supplier acknowledges that prompt compliance with the Agreement is one of its essential obligations. The Supplier acknowledges that the delivery period is not an approximation, but that this is a fixed deadline, so that should the Supplier deliver in a timely manner, as from the agreed date of delivery, the Supplier is considered to be in default without further notice of default.
- 6.2. In the event that the agreed delivery period is transgressed, the Client is entitled, without further notice of default and without judicial intervention and without prejudice to its other rights, to dissolve the Agreement in its entirety or in respect of the portion of that delivery that is not made in time and to have the delivery performed by a third party at the expense of the Supplier. 6.3 Goods that are delivered too early remain at the expense and risk of the Supplier, unless expressly agreed otherwise in writing.

ARTICLE 7 Packaging and transport

- 7.1. The Supplier shall package and secure the goods in such a way that, when these are transported and processed in a normal manner, these goods shall reach their destination in an undamaged condition and it will be possible to unload them safely.
- 7.2. All goods that are delivered to the Client have to have labels and/or notices attached to them, which enable the relevant articles to be unequivocally identified by the Client.
- 7.3. In terms of the packaging and transport, the Supplier shall comply with all the (additional) instructions given by the Client, it shall arrange sufficient insurance for the transport risk and ensure that the required documents are available.
- 7.4. The Supplier is responsible for taking into account national, international and supranational regulations regarding the packaging and the transport of the goods and indemnifies the Client in this respect for any damage and/or costs.
- 7.5. Consignments that do not comply with the aforementioned, can be refused by the Client.
- 7.6. The Client returns the packaging materials at the expense and risk of the Supplier, against a credit entry of the amount charged, if the packaging materials have already been assembled, the Supplier carries the risk for that as from the time that these are made available until written receipt and acceptance by the Client.
- 7.7. The processing or destruction of (transport) packaging materials is the responsibility of the Supplier. If, at the request of the Supplier, packaging materials are processed or destroyed, this is performed at the risk and expense of the Supplier.

ARTICLE 8 Transfer of ownership and risk

- 8.1. The ownership of the delivery transfers to the Client upon delivery to the agreed location, without prejudice to any right of rejection due to the Client on the grounds of these general purchase conditions.
- 8.2. The ownership of the delivery also transfers in the event of advance payment or interim payments to the Client at the time of such payment pro rata to the payment. The latter does not release the Supplier from its obligations by virtue of article 6 and the obligation to manage the delivery with due care and to ensure there is sufficient insurance, until the entire delivery has been made to the Client.
- 8.3. In the event that the Client makes materials available to the Supplier, such as raw materials, ancillary materials, tools, drawings, specification and software, for the benefit of complying with the Client's obligations, these remain the property of the Client. The Supplier will then also store the aforementioned goods separately from goods that belong to the Supplier or third parties. The Supplier will consider the Client's goods to be the Client's property.
- 8.4. In the event that the Client makes goods available to the Supplier for the purpose of treating or processing, or to combine or mix these with goods that are not or do not remain the property of the Client, the Client shall become the owner of the (thus resulting) goods. The Supplier is obliged to keep these (clearly marked) goods in its possession and carries the risk for these goods until the time of delivery of the goods to the Client.
- 8.5. In the event that the Client makes goods available to the Supplier to test or to put into operation goods which are to be assembled or that have already been assembled, the Supplier carries the risk for that as from the time that these are made available until written receipt and acceptance by the Client.
- 8.6. If the Client rejects the goods, does not approve these when they are checked or, on good grounds, invokes the right to dissolve the Agreement or to replace the goods, these remain at the Supplier's risk.

ARTICLE 9 Price

- 9.1. Unless stated otherwise in the Agreement, the price shall be fixed and legally binding. The price that is given excludes turnover tax (VAT) and includes charges, security deposits and other price-increasing factors, including, but not limited to, increases that are prescribed by law, insurance, transport, etc.
- 9.2. Extra work shall only take place after written instruction to that end by the Client.

ARTICLE 10 Invoicing and payment

- 10.1. Payment of the invoice, including VAT, shall be effected within the agreed payment period, provided that the goods, works or services have been received or rendered and have been approved by the Client. If no payment period has been agreed between the parties, payment of the invoice shall take place within 30 days after receipt and approval by the Client.
- 10.2. The Client is entitled to defer the payment if a shortcoming of the delivery or the performance is found.
- 10.3. The Client is entitled to set off the invoice amount against those amounts that the Supplier owes to the Client, irrespective of from where that obligation arises.
- 10.4. Payment by the Client does not imply approval of the delivery and does not in any way imply waiver of a right, including explicitly the right to nevertheless claim compliance or compensation.

ARTICLE 11 Confidentiality and penalty

- 11.1. The Supplier is obliged to maintain confidentiality in respect of third parties of all matters and knowledge relating to the Client's business operation that is due to the former by virtue of an instruction by the Client. The existence of the Agreement may not be made public without the Client's explicit written consent.
- 11.2. In the event of infringement of the provisions in paragraphs 1 and 2 of this article, the Supplier owes an immediately due and payable penalty to the Client of € 10,000.00, without prejudice to the Client's right to recover the actual damages from the Supplier.

ARTICLE 12 Guarantees and other provisions

- 12.1. The Supplier guarantees the following:
- i) The delivery and/or services to be rendered possess the properties that the Client can expect under the Agreement and is therefore complete and suitable for the purpose for which this is intended.
 - ii) The goods/the delivery shall be complete and ready for use. The Supplier shall ensure that, amongst others, all parts, auxiliary materials, accessories, tools, spare parts, operating instructions and instruction books, that are required in order to achieve the objective stipulated in writing by the Client, are included with the delivery, even if these are not specifically mentioned.
 - iii) The delivery and/or services to be performed is (are) of good quality and free from design, performance and/or material defects and for the execution of the work that forms part of the delivery, new materials and professional staff are used or deployed.
 - iv) The delivery and/or services to be rendered comply/complies with the laws or other official regulations applicable in the Netherlands and the European Union, such as those that, amongst others, apply with regard to the health, safety, environmental hygiene and electromagnetic breakdowns.
 - v) Insofar as the delivery and/or services to be performed is executed at a location external to the Supplier's industrial premises and/or sites, the laws and government regulations applicable to that location, as well as the regulations declared to be applicable by the Client or its client for that location, shall be complied with.
 - vi) The Supplier of services is fully liable for all damage that arises when executing these services, is responsible for the supervision and is obliged to sufficiently insure itself and to maintain this insurance for all liability risks.
 - vii) If, when supplying services, the Supplier uses the knowledge and skill of an employee of the Client, the Supplier shall remain liable for the correct execution and delivery of the goods or services.
 - viii) Drawings, diagrams and other documents, shall be made available by the Client to the Supplier remain the property of the Client and the Supplier may not copy these or show these to third parties without the explicit written consent of the Client.
- 12.2. If in the Agreement and/or in the information relating to that Agreement, reference is made to technical, safety, quality and/or other regulations, the Supplier is deemed to be aware of these and to apply/be able to apply these, unless the latter immediately informs the Client otherwise in writing.

ARTICLE 13 Inspections, examinations, tests

- 13.1. The Client – and its client – is entitled, at all times, to, in the interim, inspect or have inspected, or to examine or to have examined or to test or to have tested, the delivery or goods and/or work that form part of the delivery or to conduct a progress check or to have this conducted. To that end, within reasonable limits, the Supplier offers the necessary assistance and facilities and at the first request the Client or its representative shall furnish access to the location where, in the opinion of the Client, the aforementioned inspections have to take place.
- 13.2. If interim inspections, examinations or tests are agreed, which have to take place at the Supplier's initiative, the latter shall inform the Client in a timely manner of the intended time of the interim inspection, examination or test, so that if required the Client itself or its representatives can be present on behalf of the Client.
- 13.3. All costs resulting from interim inspections, checks or tests, with the exception of the staff costs of the Client, its client and/or of the other persons who the Client has appointed as its representatives, are at the expense of the Supplier, if it is found that the Supplier has failed to comply with its obligations by virtue of the Agreement.
- 13.4. If the inspection, examination or test cannot take place at the intended time, or through the fault of the Supplier a re-examination is required, all reasonable costs resulting from that, including the costs that are incurred by the Client, its client or its representatives, shall be borne by the Supplier.
- 13.5. In the event of rejection, the Client must immediately inform the Supplier of that, providing the reasons behind the rejection. The Supplier will then be obliged to improve or to replace the rejected goods within a period stipulated by the Client, at the Supplier's own expense.
- 13.6. If, for the benefit of the delivery, the Supplier engages subcontractors or sub-suppliers, it shall also agree with its contracting party the provisions stipulated in articles 11 and 12.
- 13.7. The performance or the lack of interim inspections, examinations or tests does not imply acceptance.

ARTICLE 14 Final inspection, final examination, acceptance

- 14.1. The Client can inspect the goods. Should the Client not perform an inspection, following delivery the Client can examine the goods for, amongst other things, damage, size, amounts and weight.
- 14.2. If the delivery is subjected to a final inspection or final test, then the provisions included in articles 13.3 and 13.5 apply mutatis mutandis.
- 14.3. If and insofar as the delivery has to include properties, the presence of which cannot be approved until after erection, assembly or installation, then the final inspection or final test shall be performed as soon as the delivery or the object for which the delivery is intended, is ready for that.
- 14.4. If and insofar as the inclusion with the delivery of certificates, licences, assembly instructions, maintenance and operating instructions, drawings or other documents, or the provision of training and instruction is agreed, these form part of the delivery and acceptance is not deemed to have taken place prior to the delivery or the provision of these has taken place.
- 14.5. The Supplier gives the Client the right to also utilise the delivery prior to the acceptance of that delivery.

ARTICLE 15 Outsourcing of work

- 15.1. Without the prior written consent of the Client, the Supplier is not entitled to contract out the delivery of work arising from the Agreement to third parties.

ARTICLE 16 Quality

- 16.1. If the goods that are delivered do not comply with the Agreement, the Client can demand that the Supplier delivers the missing goods or repairs or replaces the goods. The costs involved in doing so are at the expense of the Supplier.
- 16.2. If, after this has been demanded in writing by the Client, the Supplier fails to fulfil a requirement within an appropriate term stated in the demand as referred to in paragraph 1, without prior judicial authorisation, the Client can ask a third party to effect the delivery, the repair or the replacement and can recover the costs for that from the Supplier.
- 16.3. The previous paragraphs do not affect the other rights or claims that the Client can derive from a shortcoming.
- 16.4. If applicable, the term of the guarantee will be extended by the repair period insofar as, during this period, the goods or the performance of the goods cannot be used or cannot be used as intended; the period of guarantee will start afresh for replaced (parts of) goods when these are taken into operation.
- 16.5. The ownership of and risk for replaced goods shall remain with the Supplier. The latter has to deal with defective goods or parts thereof as quickly as possible, unless the Client requests that these are made available to it for inspection.

ARTICLE 17 Intellectual property rights and indemnity

- 17.1. The Supplier declares that the delivery does not infringe the intellectual property rights of third parties and indemnifies the Client both in and out of court against claims in this matter and as the occasion arises will hold the Client fully harmless.

ARTICLE 18 Contract Assignment

- 18.1. The rights and obligations that rest on the Supplier by virtue of this Agreement are not transferable, without the express prior written consent by the Client.
- 18.2. The rights and obligations that rest on the Client by virtue of this Agreement are transferable by the Client to a third party, without the Client requiring prior written consent from the Supplier.

ARTICLE 19 Dissolution and termination

- 19.1. Without prejudice to all other rights or claims, the Client may dissolve the Agreement either wholly or partially by means of a written declaration, if:
- i) The Supplier is in default in terms of complying with an obligation by virtue of the Agreement, or with other agreements that arise from that.
 - ii) The Supplier's compliance with an exigible obligation by virtue of the Agreement is permanently or temporarily impossible.
 - iii) The Supplier is declared to be in a state of bankruptcy, or if the latter has been granted a moratorium on payment, whether or not this is provisional.
 - iv) If any advantage is or will be offered or supplied by the Supplier or one of its employees to a person who forms part of a body of the Client or to one of its employees or representatives.
- 19.2. Without prejudice to the provisions under paragraph 1, the Client is entitled, at all times, to cancel the order either in full or in part. In such a case, the Client shall only refund to the Supplier the costs that were incurred prior to the termination.
- 19.3. If the Agreement is dissolved on the grounds of the provisions in paragraph 1 or paragraph 2, the Supplier will refund to the Client the payments already made to it, plus the statutory commercial interest (under article 6:119a of the Dutch Civil Code) on the amount that has been paid as from the day on which this is paid. If the Agreement is partially dissolved, the repayment obligation then only applies insofar as the payments relate to the dissolved part.
- 19.4. In those cases that fall outside of the law or that are covered by paragraph 1 or paragraph 2, the Client may also suspend the execution of the Agreement either wholly or partially, or dissolve the Agreement either wholly or partially, provided that the Client then indemnifies the damage suffered by the Supplier on account of that.
- 19.5. The damage mentioned in paragraph 4 shall never exceed 25% of the amount that could otherwise be paid to the Supplier should the Agreement have been executed.
- 19.6. All claims that the Client may have or acquire on the Supplier shall be claimable immediately and in full.

ARTICLE 20 Applicable law and disputes

- 20.1. Only Dutch law is applicable to the Agreement and the ensuing Agreements. The applicability of the Vienna Sales Convention on the Agreement is explicitly excluded. The Supplier's obligations by virtue of these general purchase conditions do not discharge the Supplier from its liability on the grounds of the legal conditions.
- 20.2. All disputes in relation to the Agreement or agreements that are connected to the Agreement, shall be settled by the Dutch Court competent to that end within the territory of which the Client's domicile is situated, or at the sole discretion of the Client, in the court within the territory of which the Client's registered office is situated.