

Koninklijke Ahrend B.V.

General terms and conditions of purchase

1. Definitions

1. 'General Terms and Conditions' are taken to mean these provisions.
2. 'Ahrend' is taken to mean Koninklijke Ahrend B.V. and/or its group companies or any company with which Ahrend is affiliated in a group now or in the future.
3. 'Supplier' is taken to mean a party that has entered into a contract or that intends to enter into a contract with Ahrend.
4. 'Products' is taken to mean all the products that the Supplier is to supply to Ahrend and all the work to be performed and services to be provided by the Supplier.

2. Applicability

1. Unless the parties have explicitly agreed otherwise in writing these General Terms and Conditions govern all purchase orders, purchase agreements, etc. that are placed or concluded by, on behalf of or on account of Ahrend. Any provisions that deviate from the provisions contained in these General Terms and Conditions must be agreed explicitly and in writing in all cases.
2. The applicability of any general terms and conditions applied by the Supplier is explicitly rejected.

3. Orders/conclusion of agreements

1. If the Supplier makes a written or oral offer, an agreement will be concluded when Ahrend accepts that offer in writing.
2. If the Supplier makes an order electronically, an agreement will be concluded when Ahrend accepts that offer electronically. Ahrend's acceptance will also be deemed to be an acknowledgement of receipt of the offer.
3. The Supplier will be obliged to acknowledge receipt of an order and the content of the order in writing or electronically within 5 working days after receiving an order by means of an order confirmation. If it fails to do so the order and these General Terms and Conditions will be deemed to have been accepted in full.
4. Ahrend will be entitled to revoke an order in writing or electronically without stating its reasons for doing so – even if the order has already been accepted by the Supplier – within 5 working days after the order has been placed, in which case no agreement will be concluded by the parties and no other obligation will ensue.

4. Prices

1. The agreed prices are exclusive of VAT and are binding on both parties. Prices are in any event deemed to include any and all costs and fees such as, but not limited to, transport costs, delivery and insurance costs, import duties, packaging, etc.

2. The prices stated in the order confirmation are fixed prices.

5. Delivery periods and time of delivery

1. Delivery periods or times of delivery that are stated and/or agreed are of the essence in all cases and thus if the Supplier exceeds such delivery periods or fails to deliver at the time of delivery it will be in default by operation of law, without any notice of default being required.
2. Without prejudice to the provisions contained in subsection 1, the Supplier will be obliged to notify Ahrend immediately in writing regarding a delay (or possible delay) in the performance of the agreement, stating the reasons for the delay, in which case Ahrend will be entitled to grant the Supplier a reasonable term in which to comply with its obligations. If the Products are not subsequently delivered within that reasonable term, Ahrend will be entitled to dissolve the agreement and claim compensation.
3. If the Supplier delivers the Products before the agreed delivery date Ahrend will be entitled to return the goods delivered at the Supplier's risk and expense. If Ahrend does not return the Products it will store the Products at the Supplier's risk and expense.

6. Delivery address

Unless the parties have agreed otherwise in writing the address indicated by Ahrend will be deemed to be the delivery address, as shown in the order confirmation.

7. Delivery

1. The terms of delivery are 'DDP'. The version of the Incoterms that applies at the time of the transaction will apply in all cases.
2. Delivery is also taken to include all related documentation, such as certificates, maintenance instructions, user's guides, service manuals, etc.
3. The Supplier warrants that the Products will be packaged properly with due observance of the requirements stipulated by the government authorities and any packing instructions given by Ahrend. They must also be adequately protected and/or secured. The Supplier will be liable for any and all damage that ensues from improper packaging of the Products.
4. Notwithstanding any further instructions given by Ahrend, the Products or the packaging must be marked with Ahrend's order/customer number and project number insofar as such numbers are stated in the order. They must also include packing lists that clearly indicate Ahrend's order number, quantities, etc.
5. For a period of one month after the delivery Ahrend will be entitled to return the Product packaging to the Supplier free of charge.

8. Transfer of risk and ownership

With due observance of the provisions contained in Articles 5 to 7, the risk and the ownership of the Products will be transferred to Ahrend at the time at

which the Products are delivered. Under no circumstances will Ahrend accept any form of retention of title on the part of the Supplier.

9. Guarantee

1. Without prejudice to the other provisions contained in these General Terms and Conditions, the Supplier guarantees that, taking into consideration the nature of the Products, the Products that are delivered will:
 - be in accordance with the provisions contained in the agreement;
 - be in accordance with the quality requirements that can reasonably be stipulated;
 - be in accordance with the specifications, drawings, standards, samples, colour swatches, calibres, models, etc. that Ahrend makes available to the Supplier;
 - not constitute a risk to the health and/or safety of persons or Products;
 - be suitable for the purpose for which they are intended;
 - be free of defects and risk of any kind whatsoever, including rights of third parties;
 - be manufactured from sound materials;
 - be properly manufactured;
 - be in accordance with statutory and semi-statutory provisions, including those governing export and customs and other provisions that apply where they are enacted. This provision also applies in respect of documentation that accompanies the Products, certificates, etc. and
 - be capable of being delivered subsequently under market conditions for a period of at least five years as from the time of the last delivery or that for a period of at least five years from the time of the last delivery it will be possible to supply an equivalent alternative under market conditions and that after that five-year term has lapsed, at Ahrend's request manufacturing constituents and/or technical documentation will be made available with respect to the Products.

10. Quality requirements

1. The Supplier will apply a quality system in accordance with or equivalent to the ISO 9001 quality standards or any other quality safeguard that Ahrend desires. Ahrend will be entitled to verify the quality aspects at the Supplier and at the Supplier's supplier, if any. The Supplier must enable Ahrend to do so and ensure that the facilities for doing so are present.
2. Ahrend's inspection of the Products does not imply any form of acceptance.
3. If Ahrend and the Supplier have concluded a 'quality contract' the Supplier must comply with all the conditions and requirements stipulated in that contract, without prejudice to the provisions contained in these General Terms and Conditions.
4. Ahrend will determine the method of inspection, in which context it will not stipulate any unreasonable

requirements. With respect to quantities, sizes, weights, etc., the results of the inspection performed by Ahrend or under Ahrend's supervision will be decisive.

5. The QHSE-policy of the Supplier should strive to create a working environment in which everyone can perform his or her job in effectively, efficiently and safely without any dangers for health and with a minimal environmental impact. The working conditions at the Supplier must at least meet the legal obligations that apply in the country where all relevant production and / or assembly operations are carried out.
6. From Supplier is further expected that its activities cause as little damage, inconvenience and nuisance to the environment, its own staff and the environment, as possible. Supplier should also ensure to constantly explore new, better and more sustainable materials and technologies which are less harmful to humans and the environment.
7. Besides (obvious) compliance with the law, the Supplier should fully conform on a best effort basis with the applicable obligations, incorporated in environmental policies, permits, covenants and other agreements with the government and / or other stakeholders.
8. The above applies fully to any potential supplier which Supplier employs and whose components are part of the (end)products to be delivered to Ahrend by Supplier. Supplier should make a visible effort to ensure these QHSE issues with its suppliers.

11. Complaints

1. Ahrend will notify the Supplier as quickly as possible, if after the Products and the related documentation have been delivered it discovers that they are not in accordance with the agreement in whole or in part.
2. In the event that Ahrend rejects the Products, the risk related to the rejected Products will be transferred back from Ahrend to the Supplier at the time at which the notification referred to in subsection 1 is given.

12. Compliance

1. If the Supplier anticipates that it will be unable to comply with one or more of its obligations under the agreement or that it will be unable to do so in full and in a timely manner it must so notify Ahrend in writing, stating the relevant reason(s) and must give a written indication of the actions that the Supplier has undertaken/will undertake in order to comply with that obligation or those obligations within the shortest possible time.
2. Notwithstanding the provisions contained in subsection 1, in the event of a failure to perform or a failure to perform properly and in a timely manner Ahrend will be entitled to claim at its option, without prejudice to its other rights in accordance with these General Terms and Conditions:
 - immediate replacement free of charge;
 - repair or delivery of missing items and/or

- a decrease in the purchase price or a reimbursement of the purchase price, unless Ahrend prefers to dissolve the Agreement in accordance with the provisions contained in Article 13.
3. If the safety of persons and/or Products or other circumstances so require, Ahrend will be entitled to perform remedy or repair work at the Supplier's expense. Ahrend will notify the Supplier immediately, if it does so.
 4. The Supplier is liable towards Ahrend for any and all damage, whatever it may be called and of any kind whatsoever, that Ahrend sustains as a result of the Supplier's failure to comply or its failure to do so properly and/or in a timely manner.

13. Dissolution

The Supplier will be in default by operation of law if the Supplier commits a breach in respect of its compliance with its obligations under the agreement or agreements that ensue from it or in the event that the Supplier is declared bankrupt or is granted a suspension of payment, in which case Ahrend will be entitled to unilaterally dissolve the agreement in whole or in part without any notice of default and without any judicial intervention being required by means of a written notification to the Supplier. In such instances Ahrend will not be obliged to compensate any costs and damage that ensue for the Supplier as a result and the Supplier will fully indemnify Ahrend.

14. Non-attributable breach (*force majeure*)

1. In the event of a situation involving force majeure the Supplier will be entitled to suspend its compliance with the obligations under the agreement for a maximum term of 1 month. If after that term has lapsed the Supplier is unable to comply with the obligation under the agreement in connection with a situation involving force majeure, Ahrend will be entitled to dissolve or terminate the agreement without owing any form of compensation.
2. A situation involving force majeure on the part of the Supplier in any event does not include insufficient availability of sufficient, qualified personnel, market conditions, illness of personnel, strikes, lack of raw materials, transport difficulties, suppliers' failures to comply with their obligations, any form of breach committed by third parties that the Supplier has engaged or liquidity or solvency problems on the part of the Supplier and/or third parties that the Supplier has engaged. Thus, any such circumstances will be at the Supplier's risk and expense.

15. Suspension

1. If the Supplier is in default in respect of its compliance with one or more of its obligations properly and/or in a timely manner:
 - Ahrend's obligations to comply with its own obligations will be suspended immediately by operation of law, until the Supplier has paid in full any and all amounts that it owes and that

are due and payable (including payment of any costs) and

- Ahrend will be entitled to demand that the Supplier make payment in full and/or furnish adequate security, for example in the form of a bank guarantee to be issued by a reputable Dutch banking institution, in respect of the Supplier's compliance, the foregoing without prejudice to the provisions contained in Article 13 and the other provisions contained in these General Terms and Conditions.
2. Before complying Ahrend will be entitled to demand that the Supplier make payment in full and/or furnish adequate security for its compliance if it is likely that the Supplier will not comply with its obligations (or will be unable to comply with its obligations) properly and/or in a timely manner.

16. Indemnification

The Supplier indemnifies Ahrend against any and all claims brought by third parties that ensue from or are related to this agreement, including but explicitly not limited to claims related to intellectual property rights, product liability and/or environmental requirements, etc.

17. Payment

1. Unless the parties have explicitly agreed on another term, Ahrend will pay the agreed purchase price within 60 days after it accepts the Products and a proper and correct invoice, unless Ahrend has rejected the Products and/or the related documentation.
2. The Supplier will send the invoices, together with a signed packing slip showing that the Products have been accepted, only after the Products in question have been delivered in compliance with the provisions of Article 6.
3. The Supplier will state Ahrend's order number on its invoice. The Supplier may be obliged to use a particular layout on the basis of a format that Ahrend applies.
4. Ahrend will not owe statutory interest until after it has been given notice of default by the Supplier in connection with its exceeding the term of payment.
5. Any payment made by Ahrend does not in any way constitute approval of the Products that have been delivered or any waiver of rights.

18. Setoff

Ahrend will be entitled to set off any amounts that it owes the Supplier against any obligation towards Ahrend that is due and payable on the part of the Supplier or companies that form part of the same group as the Supplier. If the amounts to be set off are in different currencies, Ahrend will be free to determine in which currency such amounts will be set off.

19. Auxiliary Materials

1. Materials, drawings, templates, forms, calibres, stamps, moulds, specifications, software and any and all other auxiliary materials that Ahrend makes available to the Supplier for the Products that the Supplier is to deliver or that are manufactured

and/or purchased in whole or in part at Ahrend's expense (referred to below as the 'Auxiliary Materials') are Ahrend's property and may be used only for Ahrend's benefit.

2. All intellectual and industrial property rights in respect of the Auxiliary Materials will be exclusively vested in Ahrend.
3. The Supplier will be obliged to keep the Auxiliary Materials in good conditions and to store them separately in a fire-resistant space in accordance with the principles of 'proper business practice'.
4. The Supplier will be obliged to insure the Auxiliary Materials against all risks at its own expense, in which context Ahrend will be mentioned as the insured party. The Supplier will be obliged to limit any risks to every extent possible and will send Ahrend a copy of the relevant insurance policy at Ahrend's first request.
5. The Supplier may not allow third parties to use the Auxiliary Materials or allow them to be copied in whole or in part for third parties or allow third parties to inspect them.
6. The Supplier will be obliged to clearly mark the Auxiliary Materials as Ahrend's property at Ahrend's first request to do so. Twice a year the Supplier will provide Ahrend with an overview in respect of the Auxiliary Materials, indicating the current condition of the Auxiliary Materials. The Supplier must inform Ahrend in a timely manner, if the Auxiliary Materials must be reconditioned or replaced.
7. The Supplier is not permitted to remove or change any marks on the Auxiliary Materials with respect to Ahrend's ownership.
8. Changes to and/or deviations in the Auxiliary Materials that Ahrend makes available or approves will be permitted only after Ahrend has given prior written permission in that respect.
9. Ahrend is at all times entitled to inspect the Auxiliary Materials at the Supplier's place of business and/or to remove them. Ahrend will notify the Supplier in a timely manner, if it wishes to do so. The Supplier will in any event make the Auxiliary Materials available simultaneously with the last delivery of the Products to which the Auxiliary Materials relate.

20. Confidentiality

1. The Supplier will use all the information that it receives from Ahrend orally or in writing exclusively in order to carry out the order(s). All such information will remain Ahrend's property and must be returned to Ahrend at Ahrend's request insofar as it is in written form, together with any copies of the information.
2. The Supplier is obliged to observe a duty of strict confidentiality with respect to any and all information regarding Ahrend, its Products and its customers.
3. Without Ahrend's explicit, written permission the Supplier is prohibited mentioning and/or using Ahrend's business name, trademarks or Products for reference or advertising purposes or otherwise.

21. Penalty

In the event that the Supplier or its personnel violate the provisions contained in Articles 19 and 20 of these General Terms and Conditions it will forfeit to Ahrend a penalty that is due on call to the amount of EUR 10,000 for each violation or, at Ahrend's option, EUR 1,000 for each day on which the violation continues, in which case the Supplier will also be obliged to compensate any damage that Ahrend actually sustains.

22. Intellectual property rights

1. All intellectual property rights and know-how relating to what the Supplier realises for the performance of the agreement are held by Ahrend.
2. The Supplier guarantees that no third parties (including but not confined to employees, clients and hired parties) have any claim to what the Supplier realises for the performance of the agreement and that such parties have transferred all their rights to the Supplier and have waived their personal rights in relation to the Supplier.
3. Without prejudice of any kind to the other provisions of these Conditions, the Supplier indemnifies Ahrend against third party claims (including but not confined to the costs of legal assistance, claims from its employees, clients and hired parties) in relation to any (alleged) breach of third party intellectual property rights relating to what the Supplier has realised for the performance of the agreement.

23. Transfer

Without Ahrend's prior written permission the Supplier will not be permitted to transfer the order(s) to third parties in whole or in part or to allow third parties to carry them out.

24. Changes

Without Ahrend's prior written permission the Supplier will not be permitted to change its manufacturer or supplier or to make any other changes in the performance of the agreement. Ahrend will be entitled to attach further conditions to such permission.

25. General

1. All notifications that are related to the agreement, the performance of the agreement and these General Terms and Conditions must be made in writing. In these General Terms and Conditions 'written' or 'in writing' includes notifications sent by e-mail, Electronic Data Interchange (EDI) or via any other medium (including electronic media) insofar as that is explicitly provided for or apparent from the context.
2. The Supplier must address notifications to Ahrend to the department or person at the relevant Ahrend company or branch that placed the order, as indicated in the order.
3. Ahrend's granting the Supplier approval or permission in respect of any particular matter within the meaning of these General Terms and Conditions will not relieve the Supplier from its obligations under the agreement.

4. Ahrend's administrative data will be decisive in respect of the agreement and its performance, unless evidence to the contrary is furnished

26. Conversion

1. If any provision contained in these General Terms and Conditions is null and void, that provision will be replaced by a valid provision by operation of law that is as close as possible to the purport of the provision that is null and void. If necessary the parties will be obliged to reasonably consult with each other regarding the text of that new provision.
2. In the case referred to in subsection 1, the other provisions contained in the General Terms and Conditions will remain fully valid insofar as possible.

27. Applicable law and competent court

1. Any and all disputes that are related to and/or ensue from these General Terms and Conditions and/or agreements that are governed by them will be governed by Dutch law, to the exclusion of the Vienna Sales Convention.
2. Any disputes within the meaning of subsection 1 will be resolved by the competent court of Amsterdam, the Netherlands, to the exclusion of any other court.
3. However, Ahrend will be entitled on its part to bring a claim before the court that would have jurisdiction under the law.

28. Priority of Dutch version

The Dutch version of these Terms and Conditions of Delivery is binding and has priority over any translation.

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