

GENERAL PURCHASE CONDITIONS INTERTEK
NEDERLAND B.V. SERVICES KVK nr.: 24069423
(nl31052017)

These General Purchase Conditions apply to and are an integral part of any request for proposal, quotation and Order for the provision of Services by the Supplier to the Client (as defined below). The applicability of the general conditions of the Supplier will not be accepted by the Client and are hereby expressly rejected.

1. DEFINITIONS.

a. Client is the legal person or entity that places the Order or that issues the request for proposal. The words buyer, purchaser, customer, company or their equivalents, as used elsewhere in the Order, have the same meaning as Client.

b. Supplier is the person, legal person or entity which is referred to in the Order as the Supplier of the Services. The words contractor, supplier, advisor, consultant, selected provider or their equivalents, as used elsewhere in the Order, have the same meaning as Supplier.

c. Sub-supplier is the person, legal person or Supplier, other than the Client, which has agreed with the Supplier to perform the Services or any part thereof.

d. Order is the purchase order, order, contract or call-off order placed by the Client and accepted by the Supplier, including all annexes, specifications, drawings and documents referred to in the Order.

e. Services include the Services and all related documents and materials as specified in the Order, and all parts, components and/or components thereof.

2. ORDER.

a. Formation. The Order is placed by the Client, in the Client's customary manner, in writing, by fax, e-mail or otherwise, and is binding between the parties after acceptance by the Supplier, which acceptance will take place in writing, via fax email or otherwise in accordance with the instructions of the Client. Supplier changes or comments concerning the Order are only binding if and insofar as the Client accepts them in writing. If the Supplier starts to execute an Order, this will be considered as unconditional acceptance of the Order.

b. Changes. The Client reserves the right to change the Order and to reduce or extend the scope of delivery. If such a change, reduction or extension leads to a substantial change in the value of the Services referred to in the Order, the parties will change, in proper consultation, the amount of the Order in accordance with the standards of reasonableness and fairness. The change, reduction or extension of the scope of delivery of an Order is binding between the parties only if the Order change is agreed in writing. Approval by the Client of drawings, documents, samples or proposals is not an approval of any deviation or change of the Order, unless expressly confirmed in writing.

c. Termination due to breach of contract. Notwithstanding its right to compensation of damages, the Client may terminate the Order completely or in part, with immediate effect and without any obligation to compensate the Supplier, in the event of a breach of contract that has been or could be remedied by the Supplier within the proposed reasonable period as stated in the written payment demand by the Client.

d. Termination due to change in controlling rights. The Client may terminate the Order with immediate effect and without any obligation to pay for damages if the controlling rights over the Supplier change. Controlling rights refers to the authority to manage and control the Supplier's company, whether based on the agreement, ownership of shares or otherwise.

e. Termination or suspension for the benefit of the Client. The Client may, at its sole discretion, terminate or suspend the Order or any part thereof by written notice (by registered post) to the Supplier. Client and Supplier will then consult on a reasonable compensation. The Supplier agrees in advance to limit the compensation to its unavoidable costs of labour, materials and resources created before the date of termination or suspension, and to its unavoidable costs as a direct consequence of the termination or suspension plus, in the case of termination, a reasonable profit and overhead for Services performed prior to the date of termination.

f. Termination due to insolvency. In the event that the Supplier has ceased to pay its debts, has been granted a moratorium on payments, has filed for bankruptcy, has been declared bankrupt, has submitted an application for deferment of payment, has terminated or stopped its business activities or finds itself in a similar situation as referred to above before delivering the Services in accordance with the Order, the Client may, at its sole discretion, (i) terminate the Order and return and transfer to the Supplier all materials already supplied, in return for a refund of the purchase price or (ii) terminate all or part of the order with immediate effect, in both cases without prejudice to the Client's entitlement to damages.

g. Continuing obligations. Termination of the Order, for any reason whatsoever, will not affect those provisions of the Order that, expressly or by their nature or content, give rise to continuing obligations, such as guarantees, notifications about characteristics, confidentiality agreements, intellectual property rights and rights and obligations arising during the term of the Order.

h. Independence of the Parties. The formation of the Order creates no legal relationship between the parties other than that of supplier and client and will in no way be considered as a mandate, agency or any form of partnership.

3. PRICE AND PAYMENT.

a. Prices. The Order will be executed by the Supplier for the prices stated therein. Unless otherwise expressly provided, the prices are (i) specified in the Order, (ii) not subject to any changes and include (iii) taxes, duties, levies and fees, (iv) travel and accommodation expenses and (v) costs of documents, materials and resources including the cost of packaging and delivery according to the specified Incoterms delivery condition(s).

b. Payment. Unless otherwise agreed, the Client will pay the Supplier the amount invoiced for the Services provided, by bank transfer 60 days after the date of invoice, insofar as the invoice is correct and not disputed. The Buyer can pay the amounts due under the Order, in full or in part. Such payments will release the Buyer from its obligations. Any interest charged on late payments will not exceed the one-month Euribor rate on the first day of default plus 2%, calculated from the first day of default until the day of payment.

c. Reporting. Where the Services are delivered

in return for payment of hours worked and costs incurred, the Supplier will keep accounts that are, in the opinion of the Client, adequate and retain them for up to two years after termination of the Order. Such accounts are to show unequivocally all the costs paid or to be paid by the Client in connection with the Order. Upon request, the Supplier will make these accounts fully available for inspection by the Client or its representative so that their accuracy may be verified.

d. Netting. Amounts owed by the Client at any time to the Supplier and/or any of its associate companies, or amounts owed to the Client by the Supplier and/or any of its associate companies, may always be netted against amounts owed by the Client to the Supplier and/or any of its associate companies or amounts owed to the Client by the Supplier and/or any of its associate companies.

4. SERVICES.

a. Specifications. The services will be performed by Supplier (i) in accordance with the provisions and specifications of the Order, (ii) subject to a level of competence, professionalism, diligence, prudence and insight that may reasonably be expected of a competent and experienced Supplier of such Services, which seeks to fulfil its contractual obligations, and (iii) using proper materials and resources freely available to the Supplier. The Supplier guarantees that the Services are and will remain suitable for the purpose for which the Client wants to use them, to the extent that this objective is known to the Supplier. The Supplier further guarantees and ensures that the Services will be delivered at the agreed time and place and in the agreed quantities and will demonstrate such.

b. Key personnel. If required under the Order, the Supplier will make the people mentioned in the Order available as core workers for the Services. Supplier will provide the Client a list of the names of those individuals that the Supplier considers as key personnel and, if the Client requests, of any other individuals that will be involved at any time in the implementation of the Order, giving everyone's capabilities and any other information that the Client requires. The Client is always entitled to designate or reject as key personnel any individual on the list. The Supplier is not authorised to change key personnel without the written consent of the Client.

c. Regulations. The Supplier guarantees that the Services will be carried out in accordance with all applicable legal regulations, including those relating to registration, import and export, safety, health and environment, and industrial and professional standards, codes and guidelines. If authorisations and permits are required for carrying out the Services, the Supplier will acquire them in good time.

d. Instructions. Supplier will give the Client adequate and timely written instructions on how to use the Services, if necessary or conducive to (i) the safety, health or environment of the Client, its employees or other persons involved and/or (ii) the integrity, quality, efficacy and/or useful life of the Services.

e. Completeness. Aspects of the Services that are not specified in the Order but that are necessary for the proper, safe and efficient use and/or operation of the Services and for fulfilling the guarantees of the Supplier are considered part of the Order and will be delivered and/or executed by the Supplier at no

additional cost to the Client, unless otherwise stated in the Order.

f. Intellectual property. The Supplier expressly guarantees that the delivery of the Services or parts thereof will not result in any infringement or unauthorized use of any patent, copyright, trademark, model, design, business secrets, legally protected knowledge or licence. The Client needs no special authorization or permit from any third party to deliver the Services. The Supplier will grant the Client all the rights of use necessary for the use of the Services and will transfer to the Client on demand those intellectual property rights that arise from the execution of the Order.

g. Transfer of ownership. The Client becomes the owner of the materials that are part of the Services upon delivery thereof at the location specified in the Order. If, however, an Order provides for prepayment(s) or instalment payment(s) by the Client, the Supplier will mark such materials and/or the raw materials for them and store them identifiably. If and to the extent that, the Supplier will transfer in advance to the Client the ownership of these marked and identifiably stored materials. The risk of these materials remains nonetheless with the Supplier at the time of delivery.

5. DELIVERY.

a. Access. To the extent necessary for carrying out the Services, the Client will grant the Supplier's personnel access to the Client's locations, at reasonable times and after prior authorization. However, the Client has the right to deny access or demand the removal from such locations of any of the Supplier's employees whose presence is, in the reasonable opinion of the Client, not desirable or who have acted in breach of regulations or instructions of the Client.

b. Delivery. Unless otherwise expressly agreed, the Services will be delivered DDP to the Client's place of business, excluding VAT, according to the latest version of Incoterms published by the International Chamber of Commerce.

c. Delivery time. The delivery time specified in the Order is of the utmost importance and any delay in delivery will be considered a serious case of default.

d. Anticipated delay. If the Supplier anticipates a delay in the execution of the Order, it will notify the Client immediately in writing. In such a case, the Supplier will submit a proposal to the Client for measures that the Supplier will adopt at its own expense in order to avoid any delay and to meet the agreed delivery time. Should the Supplier fail to adopt measures or if the Client does not approve the measures, the Client reserves the right to require the Supplier to implement at its own expense those measures that the Client considers necessary without prejudice to the Client's other rights under the Order or in accordance with the law.

e. Monitoring progress. The Supplier will monitor and foster within its own organization and that of its Sub-suppliers the progress made in the delivery of the Services. The Client reserves the right to monitor the progress of the Services and for that purpose to enter the premises of the Supplier and its Sub-suppliers at any time. The Supplier will require its Sub-suppliers to grant the same rights to the Client. The Client may request the Supplier to submit copies of contracts with Sub-suppliers without any price indication.

f. Packaging. Materials will be delivered in proper packaging in compliance with the

required form of transportation, handling and storage. The prices stated in the Order include these packaging costs. Valuable and reusable packaging will be taken back by the Supplier. Valuable and reusable packaging and the cost of surety, rental and wear and tear will not be charged to the Client.

6. EXECUTION.

a. Quality assurance. Supplier will monitor the quality of the execution of its Services closely and continually. At the request of Client, the Supplier will regularly report on the progress and quality of the Services.

b. Inspection. Supplier will give the Client the opportunity to inspect the Services at any time and any place. The fact that inspections are or are not carried out in no way relieves the Supplier from fulfilling its obligations under the Order.

c. Acceptance. If the Services are not performed in accordance with the specifications, the Client has the following no-cost options, without prejudice to the rights of the Client to get compensation of damages:

- the Supplier remedies the defect or default;
- the Supplier executes the Services again;
- the Supplier replaces the Services with equivalent Services in accordance with the specifications of the Order;

- total or partial termination of the Order and restitution of delivered materials in return for payment. Payment or use of the Services does not mean acceptance of the Services by the Client. Permanent, temporary or partial acceptance of the Services can be demonstrated only in an explicit and written statement to this effect by the Client.

d. Guarantee. The Supplier guarantees the quality and performance of the Services, including the proper functioning of delivered materials, and will repair or replace Services that are deemed defective or inadequate or that do not work correctly or cause a malfunction within two years of the date of acceptance or within two years of the date of commissioning, whichever is later. Repaired or replaced Services will be guaranteed from the date of repair or replacement for a further period of two years. During the guarantee period, the Supplier will immediately, upon receipt of such notification by the Client or at an agreed time, repair or replace to the satisfaction of the Client all existing or subsequent defects in the Services at the Supplier's expense and risk.

e. Policy - code of ethics. All suppliers and trading partners must comply with and act in accordance with the Code of Ethics (policy). This policy will be sent by the Client to each supplier and trading partner.

f. Safety, Health and the Environment. Safety, Health and the Environment are of essential interest to the Client. All suppliers and partners will comply with and act in accordance with the requirements and regulations applicable on the premises where the Client is located. Deviations from these will be notified by the Supplier, after which the parties will discuss remedial measures.

g. Pollution. During the execution of the Order the Supplier must prevent soil and groundwater pollution and limit air pollution and noise pollution at the premises where Client is located. The Supplier will notify the Client promptly of any incident that occurs, regardless of how it was caused. In the event of an incident, the Supplier will immediately take all measures that are necessary to remove and

isolate the pollution and stop it from spreading.

h. Local instructions. The Supplier and its Sub-suppliers will comply with all instructions from the Client concerning access to and behaviour on the Client's premises.

7. TRANSFER OF CONTRACT AND SUB-CONTRACTING.

a. Transfer of contract and sub-contracting. The Supplier is not entitled, without the written consent of the Client, to transfer or outsource the Order in whole or in part to third parties.

The consent of the Client for transferring or outsourcing does not relieve the Supplier of its obligation to comply with the Order. Consent is given only on condition that Supplier will be responsible for compliance with all its obligations under the Order and for respecting the Client's rights under the Order. The Client reserves the right to transfer the Order, in full or in part, to a third party, without the consent of the Supplier.

8. GENERAL.

a. Liability and compensation for damages.

The Supplier is liable to the Client and indemnifies the Client and the Client's associate companies, including directors, officers, employees, agents, visitors and contractors (collectively referred to as the "Indemnified Parties"), and will compensate them for any damage, loss, (personal) injury (including death), expenditure, costs, fines, penalties and claims, including reasonable attorneys' fees and litigation costs, which are suffered, incurred or imposed by Indemnified Parties, and which arise from or in relation to the Order, the execution thereof and the use and/or sale of the Services by the Client, the Client's associate companies or any third party, provided that such damage, loss (personal) injury (including death), expenditure, costs, fines, penalties or claims are not the result of intent or gross negligence by the Client or its associate companies.

b. Insurance. The Supplier will take out and maintain insurance for, among other things, business, professional, motor vehicle, product and environmental liability, which in the reasonable opinion of the Client is sufficient to cover the risks of the Order and its execution.

At the request of the Client, the Supplier will provide the Client the necessary insurance schedules and keep the Client informed of any changes. The Supplier will ensure that all Sub-suppliers also comply with the insurance requirements.

c. Intellectual property rights. The Supplier is not entitled, without the prior written consent of the Client, to use or refer to any trademark, trade name, domain name, patent, design, copyright or other intellectual property of the Client or an associate company of the Client.

d. Ownership of developments. All the Services relating to intellectual property and knowledge that are generated and/or developed under the Order for the Client by the Supplier or its Sub-suppliers, belong exclusively to the Client and, where necessary, the Supplier will transfer ownership thereof fully to the Client. The Supplier will ensure that a similar obligation towards the Client be imposed to each Sub-supplier.

e. Confidentiality. All information, including specifications, business information, drawings, designs, data or other documentation, that is provided under the Order to the Supplier or its Sub-suppliers or developed by them (i) remains or becomes the property of the Client, (ii) will

be treated as confidential information, (iii) will not be used for any other purpose than for the implementation of the Order and (iv) will be disclosed and given to the employees of Supplier and its Sub-suppliers only if and insofar as they require this information. At the request of the Client, the Supplier will sign a separate agreement concerning confidentiality and non-use of the information. All files and other documents that were prepared or collected by the Supplier in and for the execution of the Order will be given to the Client immediately after termination of the Order or destroyed at the Client's request.

f. Publicity. The Supplier is not entitled to disclose the Order to third parties, in publications or otherwise, without the prior written consent of the Client.

g. Force Majeure. Neither party will be held liable to the other party for failure to fulfil the Order, if and insofar as fulfilment is delayed, hindered or prevented by any cause beyond the control of the party concerned and which cause is or ought not to be for its risk, provided that the party concerned was not already in default in respect of obligations that have been delayed, hindered or prevented. The mere fact of late delivery of materials, labour or services to the Supplier or Sub-suppliers will not be deemed as force majeure. If a force majeure situation persists for longer than 30 days, the Client is entitled to terminate the Order in whole or in part by written notice

h. Divisibility. If any provision in these general purchase conditions or the Order, for whatsoever reason, is or becomes invalid or inapplicable, the remaining provisions will remain in force. The parties agree that the invalid or inapplicable provision will be superseded by a valid and applicable rule that will approximate as closely as possible to the intent of the invalid and inapplicable provision.

i. Distance. The fact that a party does not require at any given time strict compliance by the other party with any of its obligations under these general purchase conditions or the Order, will under no circumstances affect its right nevertheless to require full compliance at any time. If a party waives its right to compliance, such a waiver will not be considered to relate to previous or subsequent default by the other party. Compliance can only be waived in writing, unconditionally and indicating the specific right that is being waived.

9. APPLICABLE LAW/DISPUTES

a. Applicable law. The Order is governed by Dutch law, but excluding such principles of international law that would lead to application of the law of another state. The United Nations Convention on the International Sale of Goods (Vienna Sales Convention) that was signed in Vienna on 11 April 1980 does not apply to the Order.

b. Disputes. Any dispute between Client and Supplier resulting from the Order will initially be referred to the competent court in Maastricht. Pending the outcome of a dispute, neither party will be relieved of its obligations to comply with the Order, except those obligations that are directly related to the dispute.

10. Authentic version. Only the Dutch language version of these conditions is authentic.

These general purchase conditions may be cited as the INTERTEK NEDERLAND B.V. general purchase conditions, SERVICES (nl 07032014)).

The Supplier declares, by signing this document, that it has taken due note of the contents of these general conditions and agrees to them.

Date :

Organization name :

Signature of authorized signatory :