

GENERAL PURCHASE CONDITIONS INTERTEK
NEDERLAND B.V. GOODS 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 delivery of Goods by the Supplier to the Buyer (as defined below). The applicability of the general conditions of the Supplier will not be accepted by the Buyer and are hereby expressly rejected

1. DEFINITIONS.

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

b. Supplier is the person, legal person or entity which is referred to in the Order as the Supplier of the Goods. 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 Buyer, which has agreed with the Supplier to perform the Goods or any part thereof.

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

e. Goods are the goods, products, materials, fluids, equipment, machines, design, services and/or all related documents as specified in the Order, and all parts, components and/or components thereof.

2. ORDER.

a. Formation. The Order is placed by the Buyer, in the Buyer'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 Buyer. Supplier changes or comments concerning the Order are only binding if and insofar as the Buyer accepts them in writing. If the Supplier starts to carry out an Order, this will be considered as unconditional acceptance of the Order.

b. Changes. The Buyer 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 Goods 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 Buyer 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 Buyer 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 Buyer. Upon termination, the Buyer will be entitled to return the Goods received, completely or partly, and receive the relevant reimbursement and to transfer the ownership once again to the Supplier.

d. Termination due to change in controlling rights.

The Buyer 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 Buyer. The Buyer may, at its sole discretion, terminate or suspend the Order or any part thereof by written notice to the Supplier. Buyer 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 the work carried out 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 Goods in accordance with the Order, the Buyer 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 Buyer'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 buyer 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 specified in the Order are fixed, are not subject to any changes and include all the taxes, duties, levies, fees and 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 Buyer will pay the Supplier the amount invoiced for the Goods provided, by bank transfer 60 days after the date of invoice, insofar as the invoice is correct and not disputed. The amounts due under the Order can be paid, in full or in part, by the Buyer. 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. Netting. Amounts owed by the Buyer at any time to the Supplier and/or any of its associate companies, or amounts owed to the Buyer by the Supplier and/or any of its associate companies, may always be netted against amounts owed by the Buyer to the Supplier and/or any of its associate companies or amounts owed to the Buyer by the Supplier and/or any of its associate companies.

4. GOODS.

a. Specifications. The Supplier guarantees that the Goods (i) are made of good materials and with good workmanship, (ii) are unused, (iii) are free of any defects whatsoever, (iv) are free of pledges, attachments, charges or other restrictions and (v) in all respects conform to the specifications of the Order. The Supplier guarantees that the Goods are and will remain suitable for the purpose for which the Buyer wants to use them, to the extent that this objective is known to the Supplier. Supplier will ensure the timely availability of all licenses and certificates required for the Goods in the country of origin, transit and destination.

b. Regulations. The Supplier guarantees that the Goods are designed, manufactured, assembled, transported and delivered in accordance with all applicable laws, standards and regulations, including those relating to registration, import and export, safety, health, environment, and industrial standards. The Supplier will ensure that permits and/or other documents that are required in the country of origin, transit or destination of the Goods in order to execute the Order are acquired on time.

c. Instructions. The Supplier will give the Buyer adequate and timely written information and instructions on how to handle, store, transport, use and maintain the Goods, if necessary or conducive to (i) the safety, health or environment of the Buyer, its employees or other persons involved and/or (ii) the integrity, quality, efficacy and/or useful life of the Goods.

e. Completeness. Accessories to the Goods that are not specified in the Order but that are necessary for the proper, safe and efficient use, operation, construction or maintenance of the Goods 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 Buyer, unless otherwise stated in the Order.

e. Equivalent. If the expression "or equivalent" occurs in an Order, the Supplier needs the prior written consent of the Buyer for each "equivalent" of the Goods that the Supplier intends to deliver.

f. Power of disposition. The Supplier guarantees expressly that it is fully authorized to have the Goods at its disposal and that it is free to sell them. The Supplier expressly guarantees that the delivery of the Goods 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.

g. Transfer of ownership. The Buyer becomes the owner of the Goods upon delivery thereof at the location specified in the Order. If, however, an Order provides for prepayment(s) or instalment payment(s) by the Buyer, the Supplier will mark the raw materials, materials

and/or semi-finished products destined for the production/manufacture of the Goods and the already prepared Goods and store them identifiably. If and to the extent that the Buyer has paid for them, the Supplier will transfer in advance to the Buyer the ownership of such items and Goods. The risk of these items and Goods remains nonetheless with the Supplier at the time of acceptance.

5. DELIVERY.

a. Conditions. Unless otherwise expressly agreed, the Goods will be delivered DDP to the Buyer's place of business, excluding VAT, according to the latest version of Incoterms published by the International Chamber of Commerce.

b. Delivery time. The delivery time specified in the Order is of the utmost importance. Any delay in delivery will be considered a serious case of default, as a result of which the Buyer can terminate the Order in full or in part.

c. Anticipated delay. If the Supplier anticipates a delay in the execution of the Order, it will notify the Buyer immediately in writing. In such a case, the Supplier will submit a proposal to the Buyer 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 Buyer does not approve the measures, the Buyer reserves the right to require the Supplier to implement at its own expense those measures that the Buyer considers necessary. If the Buyer ascertains that the execution of the Order by the Supplier will result in a serious delay to the delivery of the Goods, the Buyer reserves the right, after giving written notice to the Supplier, to remove the Goods or any part of them from the premises of the Supplier and/or Sub-supplier and to have the manufacture carried out elsewhere at the Supplier's expense, without prejudice to the Buyer's other rights under the Order or in accordance with the law.

d. Monitoring progress. The Supplier will foster within its own organization and that of its Sub-suppliers the progress made in the manufacture and delivery of the Goods. The Buyer reserves the right to monitor such progress 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 Buyer. The Buyer may request the Supplier to submit copies of contracts with Sub-suppliers without any price indication.

e. Packaging. The Goods 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 Buyer.

6. EXECUTION.

a. Inspections and tests.

1) To ensure that the Goods comply with the requirements of the Order, during production, storage and transportation of the Goods the Supplier will carefully and continually monitor and/or test the quality of materials used, the process and the work itself. If the Goods or any part thereof are produced or manufactured in series, continuously or batch-wise, the Supplier will retain samples and quality and production

reports of these Goods and of the raw materials used, for a period of at least two years,

2) Supplier will ensure that the Buyer or its representative is given the opportunity to inspect the Goods at any time during or after production/manufacture, assembly or installation, both at the Supplier's premises and at the premises of its Sub-suppliers or in any other place where the Goods are located or work activities are performed.

3) In order to allow the Buyer to witness the testing of materials and Goods or to carry out inspections at agreed moments, the date thereof will be notified by the Supplier to the Buyer at least five (5) working days in advance with a clear description of the tests or inspections concerned.

4) In addition to the aforementioned inspections and tests, the Buyer may request additional inspections and/or tests. If this shows that the Goods do not meet the Order specifications, all costs of additional inspections and/or tests are for the expense of the Supplier.

5) Unless otherwise agreed in writing, inspection and/or testing of the Goods may also take place after their arrival at the location of the Buyer. Such an inspection and/or test can be complementary to previous inspections and tests at other locations.

6) The Buyer reserves the right to allow inspections and tests to be performed by third parties.

7) Supplier will put at the disposal the Buyer's inspector the equipment needed in order to allow the test to be carried out accurately.

8) Certificates must be issued by accredited institutions.

9) All costs of inspections and tests such as mechanical, chemical, hydrostatic, x-ray, ultrasound and laboratory tests, preparing reports and issuing certificates and all the relevant expenses of third-party inspectors, such as travel and accommodation expenses and salaries, will be borne by the Supplier, unless the Order specifies otherwise.

10) The costs of the Buyer for additional inspections and tests as a result of observed deviations from the specifications will be borne by the Supplier. These costs include salary costs during work and travel times and the Buyer's travel and accommodation expenses.

11) The fact that inspections are or are not carried out in no way relieves the Supplier from fulfilling its obligations under the Order.

b. Acceptance. The Buyer has the right, but not the obligation, to check the Goods for visible defects and deviations from the agreed specifications. Payment, use or sale of the Goods does not involve acceptance of such Goods by the Buyer. Permanent, temporary or partial acceptance of the Goods can be demonstrated only in an explicit and written statement to this effect by the Buyer.

c. Non-conformity. If the Goods are not in accordance with the specifications, the Buyer has the following no-cost options:

- having the non-conformities remedied by the Supplier;
- replacement of the Goods by the Supplier;
- replacement of the Goods with equivalent Goods that are in accordance with the specifications;
- total or partial termination of the Order and restitution of delivered Goods in return for payment;

The Buyer is also entitled to refuse acceptance of Goods that are (i) not timely, (ii) not in the right quantity, (iii) in defective or damaged packaging or (iv) delivered with other

deficiencies or defects, without prejudice to the rights of the Client to get compensation of damages.

Rejected Goods are returned at the risk and expense of the Supplier. Where possible and necessary, the Supplier will, at the request of the Buyer, repair rejected Goods and make them available to the Buyer for use, until the Buyer has received replacement Goods that comply with the Order. Buyer will then send back the temporarily repaired Goods.

d. Guarantee. The Supplier guarantees the characteristics and correct performance of the Goods and will repair or replace Goods that do not work correctly or become defective within two years of the date of acceptance or within two years of the date of commissioning, whichever is later. Repaired or replaced Goods will be guaranteed from the date of repair or replacement for a further period of two years. The above stated guarantee period will be extended by the periods during which the Goods, due to a defect that is covered by this guarantee, could not be used or delayed its commissioning. During the guarantee period, Supplier shall immediately, upon receipt of such notification by the Buyer or at an agreed time, repair or replace all existing or subsequently defects in the Goods at their expense and risk and to the satisfaction of the Buyer. If the Supplier fails to comply with its obligations under this guarantee, then the Buyer, after formal notification to the Supplier, but without giving up any right of the Buyer towards the Supplier, is entitled to perform the restoration activities at the expense of the Supplier.

The above stated guarantee period will be extended by the periods during which the Goods, due to a defect that is covered by this guarantee, could not be used or delayed its commissioning. During the guarantee period, the Supplier shall immediately, upon receipt of such notification by the Buyer or at an agreed time, repair or replace all existing or subsequent defects in the Goods at its expense and risk and to the satisfaction of the Buyer. If the Supplier fails to comply with its obligations under this guarantee, the Buyer is entitled, after formal notification to the Supplier but without waiving any right of the Buyer towards the Supplier, to carry out the repair work, or have it carried out, at the expense of the Supplier.

e. Policy - code of ethics. All suppliers and trading partners must comply with and act in accordance with the Code of Ethics (policy). The Buyer will send this policy to each supplier and trading partner.

f. Safety, Health and the Environment. Safety, Health and the Environment are of essential interest to the Buyer. All suppliers and partners will comply with and act in accordance with the requirements and regulations applicable on the premises where the Buyer 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 Buyer is located. The Supplier will notify the Buyer 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 Buyer concerning access to and behaviour on the Buyer'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 Buyer, to transfer or outsource the Order in whole or in part to third parties. The consent of the Buyer 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 Buyer's rights under the Order. The Buyer 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 Buyer and indemnifies the Buyer and the Buyer'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 Goods by the Buyer, the Buyer'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 Buyer 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 Buyer is sufficient to cover the risks of the Order and its execution. At the request of the Buyer, the Supplier will provide the Buyer the necessary insurance schedules and keep the Buyer 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 Buyer, to use or refer to any trademark, trade name, domain name, patent, design, copyright or other intellectual property of the Buyer or an associate company of the Buyer.

d. Ownership of developments. All the Goods relating to intellectual property and knowledge that are generated and/or developed under the Order for the Buyer by the Supplier or its Sub-suppliers, belong exclusively to the Buyer and, where necessary, the Supplier will transfer ownership thereof fully to the Buyer. The Supplier will ensure that a similar obligation towards the Buyer 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 Buyer, (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 Buyer, the Supplier will sign a separate agreement concerning confidentiality and non-use of the information.

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 Buyer.

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 goods 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 Buyer is entitled to terminate the Order in whole or in part by written notice (by registered post).

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 Buyer 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.

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: