GENERAL PURCHASE CONDITIONS INTERTEK NEDERLAND B.V. GOODS KVK nr.: 24069423 (nl)
31052017

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 application of any 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 the request for proposal.

b. Supplier is the person, legal person or entity which is referred to in the Order as the Supplier of the Goods. The nature of the order, the Order and the Buyer and the accepted by the Supplier, including all annexes, specifications, drawings and documents referred to in the Order.

c. Good is the product, 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. 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 extension leads to a substantial change in the scope of delivery. If such a change, reduction or extension leads to a substantial change in the scope of delivery.

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 refer to the authority to manage and control the Supplier’s company, whether based on the agreement, ownership of shares or otherwise.

e. Termination or agent 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 interest 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 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 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, notices about characteristics, confidentiality agreements and 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. Price. 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 supplied, by bank transfer 60 days after the date of invoice, as if 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 new, (iii) are free of any defects whatsoever, (iv) are free of any defects whatsoever, (v) are free of any defects whatsoever, (vi) are free of any defects whatsoever, (vii) are free of any defects whatsoever, (viii) are free of any defects whatsoever, (ix) are free of any defects whatsoever, (x) are free of any defects whatsoever, (xi) are free of any defects whatsoever, (xii) are free of any defects whatsoever, (xiii) are free of any defects whatsoever, (xiv) are free of any defects whatsoever, (xv) are free of any defects whatsoever, (xvi) are free of any defects whatsoever, (xvii) are free of any defects whatsoever, (xviii) are free of any defects whatsoever, (xix) are free of any defects whatsoever, (xx) are free of any defects whatsoever, (xxi) are free of any defects whatsoever, (xxii) are free of any defects whatsoever, (xxiii) are free of any defects whatsoever, (xxiv) are free of any defects whatsoever, (xxv) are free of any defects whatsoever, (xxvi) are free of any defects whatsoever, (xxvii) are free of any defects whatsoever, (xxviii) are free of any defects whatsoever, (xxix) are free of any defects whatsoever, (xxx) are free of any defects whatsoever, (xxxi) are free of any defects whatsoever. In all cases, the 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.

d. Compliance. The Goods are not subject to any laws 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. Equivalence. 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/or test the quality of materials used and/or transport the Goods the Buyer can terminate the Order in full or in part.

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 so requests, the Supplier will effect any agreed delivery times, 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-suppliers and to have the packaging removed and inspected. If the Buyer does not approve the measures, the Buyer reserves the right to return the Goods or any part of them from the premises of the Supplier and/or Sub-suppliers and to have the manufacturing carried out elsewhere at the Buyer’s expense, without prejudice to the Buyer’s other rights under the Order or in accordance with this law.
   d. Monitoring progress. The Supplier will monitor the manufacture of the Goods. The Supplier reserves the right to carry out quality and/or test the quality of materials used and/or transport the Goods at any time. The Supplier will require its Sub-suppliers to grant the same rights to the Buyer.
   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 the 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.

b. Supplier’s duties. The Supplier must 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) If the Supplier or its representatives fails to comply with the Buyer’s request in this regard, the Supplier will be liable for the costs of any inspections and/or tests performed at the Supplier’s expense and risk and to the satisfaction of the Buyer.

7. 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. Replaced 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, the Supplier shall immediately, upon receipt of such notification by the Buyer or at an agreed time, repair or replace all existing or subsequently defective Goods at the Buyer’s expense and risk and to the satisfaction of the Buyer. If the Supplier fails to comply with its obligations under this guarantee, the Buyer will, after formal notification to the Supplier, and without giving any right of the Buyer towards the Supplier, is entitled to perform the restoration activities at the expense of the Supplier.

8. Acceptance. After formal notification to the Supplier, the Buyer may request the Supplier to submit a proposal to the Supplier’s Sub-suppliers and to have the Goods inspected. The Buyer has the right to accept or reject the Goods, and/or test the goods and/or test samples of the 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. If 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 that are for the expense of the Supplier.

9. Inspection on arrival at the Buyer’s premises. If the Goods are delivered under the conditions of loading, the Buyer will have the right to perform additional inspections and/or tests on arrival in the Buyer’s premises. The Buyer will inform the Supplier in advance of any inspections and/or tests to be carried out in addition to the received Goods. The Buyer reserves the right to perform additional inspections and/or tests at agreed times, the date of which the Buyer will notify the Supplier immediately in writing. In such a case, the Buyer will submit a proposal to the Supplier 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 so requests, the Supplier will effect any agreed delivery times, 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-suppliers and to have the manufacturing carried out elsewhere at the Buyer’s expense, without prejudice to the Buyer’s other rights under the Order or in accordance with this law.

10. Payment. The advance payment will be taken back by the Supplier.

11. Invoices. The Supplier must deliver a complete invoice for each delivery with the following no

12. Contact person. The Supplier is required to designate a contact person for all matters relating to the Goods in question, who will be given the opportunity to observe any inspections and/or tests. If this
c. Non-conformity. If the Goods are not in accordance with the specifications, the Buyer has the following non-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 Buyer to have the Goods repaired, replaced or refunded. Rejected Goods are returned at the risk and expense of the Buyer. 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. The 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. Replaced 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, the Supplier shall immediately, upon receipt of such notification by the Buyer or at an agreed time, repair or replace all existing or subsequently defective Goods at the Buyer’s 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, may refuse any right of the Buyer towards the Supplier, is entitled to perform the restoration activities at the expense of the Supplier.

f. 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.

h. Local instructions. The Supplier and its Sub-suppliers will comply with all instructions from

Intertek Polychemlab B.V.

2 of 3
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.
   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 are the property of the Buyer, (ii) 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.

These general purchase conditions may be cited as the INTERTEK NEDERLAND general purchase conditions, GOODS (nl07032014).