

GENERAL PURCHASE CONDITIONS OF BAKKER MAGNETICS

Article 1. Definitions

In these General Purchase Terms and Conditions (GPC) the following terms and expressions, both in the singular and the plural, will have the following meaning:

Purchaser or we/us: Bakker Magnetics, a private company with limited liability having its registered office and place of business at Sciencepark Eindhoven, no. 5502, 5692 EL in Son, the Netherlands, and registered with the Chamber of Commerce as file number 17040749 and its group companies;

Supplier: the Purchaser's contracting party, the (legal) person the Purchaser entered into an agreement with or the (legal) person that performs a legal act for the benefit of the Purchaser;

Parties: Purchaser and Supplier;

Goods: all Services and/or (material) items that are the subject of any negotiations, offer, quotation, agreement or other (legal) act in the relationship between the Parties;

Agreement: any undertaking between the Purchaser and the Supplier concerning the supply of Goods by the Supplier to the Purchaser;

Delivery: putting one or several Goods into the possession of, or bringing goods under the control of the Purchaser respectively, including any installation/assembly of such Goods;

Services: all work and other activities that are the subject of any negotiations, offer, quotation, agreement or other (legal) act in the relationship between the Parties;

Equipment: all vehicles, pieces of equipment, cranes, scaffolding and parts thereof, consumables, etc., which Supplier uses for the performance of the agreement, except Goods that are to be incorporated in the corporeal objects to be created;

Materials: goods that are incorporated in the corporeal objects to be created, except for the Equipment used.

Article 2. Applicability

2.1. These GPC are applicable to all (future) legal relationships between Purchaser and Supplier on any account whatsoever, including purchases by Purchaser from Supplier or the supply of Goods to Purchaser by Supplier, as well as statements to be made in this respect, such as negotiations, offers, applications, instructions, orders, quotations, order confirmations and other (legal) acts in the relationship between Purchaser and Supplier.

2.2. These GPC form an integral part of and are inextricably linked to each order by Purchaser.

2.3. Purchaser explicitly rejects the applicability of general terms and conditions referred to by Supplier.

Article 3. Amendments

3.1. Orders, agreements and order releases as well as amendments thereof and additions thereto will be made in writing. Any derogations of these GPC and agreements entered into by the Parties will only be valid if explicitly confirmed by Purchaser in writing.

3.2. Oral arrangements, including any amendments of and additions to our GPC arising therefrom will only have legal effect if confirmed by us in writing.

3.3. The written form requirement will also be deemed to have been met if notifications are transmitted electronically.

Article 4 . Orders and order confirmations

4.1. All offers and quotations by Supplier are irrevocable and at least valid for 90 days, unless otherwise agreed upon in writing.

4.2. An agreement is effected through acceptance by Supplier of an order from Purchaser. Without prejudice to the provisions of these GPC an order is accepted through confirmation in writing or electronically. If Supplier does not respond within five (5) days or has commenced executing the order within this term, it will be deemed to have accepted the order and the agreement will be effected. An agreement may also be effected by Purchaser sending an order confirmation to Supplier.

4.3. All cost estimates are binding and will not be compensated, unless explicitly agreed upon otherwise in writing.

4.4. We are entitled to cancel an order free of charge as long as Supplier has not accepted the order in writing.

4.5. Order releases with regard to planning and order releases will become binding if Supplier does not object within three working days of receipt thereof.

Article 5 . Assignment of obligations

5.1. Supplier will not assign any obligation arising from the Agreement to a third party. This clause has the effect laid down in article 3:83 subsection 2 Dutch Civil Code.

5.2. In the event (part of) the obligations arising from the Agreement are assigned to a third party with Purchaser's approval, Supplier will notify Purchaser of the security provided for payment of VAT, wage tax and social security contributions that employers are required to settle by law.

Article 6. Price and price revision

6.1. All prices are exclusive of VAT and inclusive of all government levies as well as all costs according to the most recent version of the applicable Incoterms and all costs relating to Supplier's performance of its obligations.

6.2. Any changes in wages, the cost of raw materials or other Materials and/or changes in rates of exchange related to the performance agreed upon will not be charged to Purchaser. Prices are fixed as agreed upon earlier and Purchaser will pay the price stated in the Agreement for the Goods and Services supplied, or any lower price Supplier set for similar goods after the order was placed and before Delivery, unless the Agreement states the circumstances that can result in a price revision and determines the way the revision will take place.

Article 7. Invoices / payment

7.1. Payment of the invoice including VAT will take place after verification of the invoice, within the term agreed upon, following receipt of a correct invoice and approval of the Goods and any installation/assembly thereof by Supplier. Payment will be effected in the currency agreed upon.

7.2. The payment term will commence at the time of Delivery at Purchaser's agreed upon location, or another location designated by Purchaser or, in the event of partial deliveries and/or acceptance, after the date the final Goods or Services are received and accepted, or the date of receipt of the invoice if this is later than the (final) Delivery and acceptance referred to above. The payment date will be the date Purchaser sends its payment order to the bank.

7.3. Purchaser may suspend any performance owed to Supplier on any account whatsoever if it discovers and/or suspects a failure in the Goods and any installation/assembly thereof.

7.4. Purchaser is entitled to deduct the amount of the invoice from amounts Supplier owes to Purchaser. Purchaser is at all times entitled to set off amounts it owes to Supplier against claims it has on Supplier on any account whatsoever. Purchaser is also entitled to set off claims, payable or otherwise, it has on Supplier against claims Supplier has on companies affiliated with Purchaser.

7.5. Payment by Purchaser does not in any way constitute a waiver of any right. Non-payment, suspension or set-off by Purchaser does not entitle Supplier to suspend its performances.

7.6. Supplier may not set off claims.

Article 8. Delivery date

8.1. The delivery date agreed upon is a final deadline and Supplier will be in default, without any further notice of default being required, if this deadline is exceeded.

8.2. Supplier will notify Purchaser in writing of any imminent failure to meet the delivery date without delay. Supplier is liable for this failure to meet the deadline under the Agreement or statutory provisions.

Article 9. Delivery

9.1. Deliveries that deviate from our Agreements and orders will only be permitted if approved by us in writing in advance.

9.2. Purchaser may postpone Delivery. In that case Supplier will separately and identifiably store, conserve, secure and insure the properly packed Goods.

9.3. Terms and dates agreed upon are binding. The date on which we receive the Goods will be decisive for delivery terms and dates being met. Unless the delivery conditions "Delivered At Terminal" or "Delivered At Place" or "Delivered Duty Paid" (DAT or DAP or DDP) have been agreed upon, Supplier will make the Goods available in time. In doing so it will observe the loading and shipment times agreed upon with the carrier.

9.4. Unless otherwise agreed upon, in the event Supplier is responsible for construction or the installation, all additional costs required, such as travel expenses, providing tools and daily wages will be for Supplier's account, subject to deviating regulations.

9.5. Supplier will immediately notify Purchaser in the event it anticipates any problems relating to production, Delivery of precursor materials, observance of the Delivery period or similar circumstances that could stand in the way of Supplier's ability to deliver in time or the quality agreed upon.

9.6. The unconditional acceptance of a delayed Delivery or Service does not imply that we waive any claims we are entitled to on account of such delayed Delivery or Service.

9.7. Unless we explicitly agree, partial Deliveries are in principle not allowed.

9.8. The values we establish during inspection of incoming Goods are decisive for quantities, weight and size.

9.9. Any references to trade conditions (such as DAT or DAP or DDP) are deemed to be references to the relevant clause of the most recent Incoterms version published by the International Chamber of Commerce applicable on the effective date of the agreement.

9.10. The following clauses are applicable to Services, in addition to the foregoing:

a. Supplier will perform Services at the location agreed upon and within the term agreed upon for this purpose.

b. Supplier will strictly observe Purchaser's instructions when performing Services.

c. In the event Purchaser and Supplier agreed that (a) specific individual(s) will perform the Services, Supplier will not replace this individual or these individuals by other parties without Purchaser's prior written permission.

d. In the event Purchaser requests Supplier to replace one or several individuals designated by Supplier to perform the Services for reasons of progress, the service level or otherwise, Supplier will propose a replacement within 14 days of receipt of the request.

e. Supplier will bear the expense and risk for the maximum amount or maximum number of hours agreed upon for performing the Services being exceeded and Purchaser will not be bound to settle the excess.

f. Unless explicitly otherwise provided for in writing, Supplier's obligations are obligations to achieve a result rather than best-efforts obligations.

9.11. Natural disasters, industrial conflicts, operational disturbances beyond our control, unrest, government measures and other unavoidable events will release us from our obligation to accept Delivery in time, for the duration of such event. During such events and for a period of two weeks thereafter we will be entitled, notwithstanding our other rights, to entirely or partially withdraw from the Agreement, provided that such events are of considerable duration and our requirements are considerably reduced as the Goods have to be procured elsewhere as a result thereof. Force majeure on the part of Supplier in any event does not include: lack of personnel deployed or made available for the performance of the Agreement, strikes, illness of Supplier and/or individuals involved in or made available for the performance of the Agreement, delays in distribution, breach of contract by Supplier or third parties engaged by Supplier and/or individuals made available by Supplier and/or solvency problems on the part of Supplier.

Article 10. Shortcomings

10.1. Supplier warrants and guarantees with respect to each Delivery of Goods:

a. upon the Delivery of Goods: that these are of good quality and are free of any defects and upon the performance of Services: that the work is performed by suitably qualified staff using new Materials and exercising the care, workmanship and expertise of the highest professional standards;

b. that these are completely in every respect in accordance with the provisions of the Agreement, the stated and/or requested specifications and Purchaser's reasonable expectations as regards the properties, quality and reliability of the Delivery;

c. that these are suitable for the intended purpose given the nature of the Goods or according to the order;

d. that these comply with applicable statutory requirements and other (international) government regulations;

e. that these comply with customary norms and standards in the branch of trade or industry;

f. as to design, construction, production, finishing, packing, storage and Materials conform and comply with all applicable laws and regulations, conditions and customary requirements.

10.2. Acceptance will take place subject to an inspection for defects, especially also in regard to the accuracy and completeness of the Delivery, to the extent and as soon as this is possible during normal business operations.

10.3. We will communicate the discovery of any defects within a reasonable term following discovery. Supplier declares not to object against a delayed notification of defects. Supplier cannot derive any rights from the outcome of an inspection. In the event the Goods are rejected, Purchaser will notify Supplier and Purchaser may, at its discretion, require replacement or repair or proceed with termination or cancellation of the Agreement. This leaves unimpaired Purchaser's right to claim damages. In the event Purchaser does not reject a Delivery, performs or decides not to perform a check or an inspection, this will not result in the lapse of any of Purchaser's rights. Supplier cannot rely upon any inspection or the absence thereof in relation to Purchaser in the event Purchaser claims warranty or any other of Purchaser's rights under the Agreement.

10.4. The statutory provisions relating to defects as to quality and defective title are applicable, unless otherwise provided in the agreement and these GPC.

10.5. In the event, in Purchaser's opinion, (part of) the Delivery by Supplier under the Agreement does not meet the requirements set by Purchaser or Purchaser's reasonable expectations, is not identical to reference samples and specifications approved by Purchaser or is otherwise not consistent with the provisions of the Agreement or does not meet the requirements referred to in articles 9, 10.1 or 11, Purchaser will notify Supplier and will be authorised to return the defective Delivery at Supplier's expense, require repair or re-performance or, at Purchaser's request, Supplier will immediately take back the defective Delivery at its own expense. In the event Purchaser has paid for the defective Delivery, Supplier will immediately refund the amount concerned to Purchaser at the latter's request. Purchaser will furthermore be entitled to terminate the Agreement with immediate effect and without any further notice of default being required by sending a registered letter, subject to all other rights vested in Purchaser in this respect, including the right to damages.

10.6. If, after our request to rectify the defects, Supplier does not immediately begin rectifying the defects, then we will be entitled, in urgent cases, in particular to avert immediate danger or to avoid additional losses, to carry out such rectification ourselves or have it carried out by third parties at Supplier's expense.

10.7. In case of a defective title Supplier will also indemnify us against any third-party claims.

10.8. The statute of limitation for claims due to defects is two years, unless in case of fraudulent misrepresentation. The statute of limitation commences upon Delivery of the Goods (transfer of risk).

10.9. If Supplier rectifies the defect by delivering a replacement product, the statute of limitations will commence once again upon Delivery of the replacement Goods.

10.10. If we incur costs as a consequence of the Delivery of defective Goods, among other things for transportation, freight, work, assembly and disassembly and Materials or inspection costs of received Goods exceeding the normal level of inspection, the costs concerned will be charged to Supplier.

Article 11. Warranty

11.1. Supplier warrants and guarantees unconditionally that the Goods and any installation/assembly thereof comply with the Agreement.

11.2. Supplier warrants and guarantees that the Goods are fully complete and ready for use. It will ensure that, among other things, all parts, auxiliary Materials, accessories, tools, spare parts, user manuals and instruction manuals required for effecting the purpose stated by Purchaser in writing are delivered, even if not explicitly mentioned.

11.3. Supplier warrants and guarantees that the Goods supplied comply with all relevant statutory provisions relating to, among others, quality, environment, safety and health.

11.4. In the event the Goods do not comply with the provisions of articles 10 and 11 of these GPC within the warranty term, Supplier will, at Purchaser's discretion and on Purchaser's request, immediately replace, repair or re-perform the Delivery within two weeks at its expense, without prejudice to further rights of Purchaser pursuant to the law or Agreement (including the right to claim for damages and compensation by Supplier of all costs and losses relating to repair, replacement or cancellation). If the Parties have not agreed a warranty period, the warranty period will be 24 months after the Delivery or completion date. With respect to goods intended to be incorporated in installations or systems the warranty period will commence upon completion or Delivery of such installations or systems, on the understanding that the warranty period will end 30 months after the Delivery date of the Goods at the latest.

Article 12. Intellectual, industrial property rights and documentation

12.1. Supplier will not disclose to third parties any business and technical information (including functions that may have been derived from items, documents and software provided and any other knowledge or experience) made available by us as long and as far as it has not been proved that such information is publicly known. The information may only be provided to individuals at Supplier's industrial site who must be involved in the use thereof in connection with deliveries to us and on whom an obligation of confidentiality has also been imposed. The information will remain our exclusive property. Without our prior permission in writing the information may not be duplicated or exploited commercially, except for the purpose of Deliveries to us.

12.2. At our request all information originating from us (including any copies or documents made) and borrowed goods will be returned to us or destroyed in full and without undue delay. We reserve all rights to such information (including copyright and the right to apply for industrial property rights such as patents, utility models, etc.). In the event this information is provided to us by third parties, the rights are also reserved on behalf of such third parties.

12.3. Any Goods manufactured on the basis of documentation we prepared, including drawings, models, etc., Goods based on our confidential information and Goods manufactured with our tools or tools modelled after our tools will not be used by Supplier itself nor offered or supplied to third parties. This provision applies mutatis mutandis to our orders.

- 12.4. Materials, parts, containers and special packing provided by us will remain our property. These Materials may only be used in the designated manner. The Materials will be processed for us and parts will be assembled for us.
- 12.5. Any Goods manufactured using our Materials and parts are our property. All tools and/or Materials manufactured or purchased by the Supplier entirely at our expense will become our property. Supplier will make every effort to prevent third parties from appropriating our property.
- 12.6. In the event the Goods or accompanying documentation are protected by intellectual property rights, Purchaser will acquire a right of use thereof free of charge through an exclusive, perpetual, royalty-free licence not subject to termination for the region concerned. All intellectual property rights that are created as a result of the joint development by Purchaser and Supplier, irrespective of the quality or direct or indirect scope of the contribution to such development will be exclusively vested in Purchaser. Supplier warrants and guarantees that it is authorised to transfer these rights, has obtained any permission and rights of third parties required in this respect and that, after transfer, no rights will remain vested in third parties. At Purchaser's request, Supplier will do everything necessary to effect such transfer.
- 12.7. Supplier warrants and guarantees that the Delivery and Goods do not infringe intellectual property rights or other rights vested in third parties. Supplier indemnifies Purchaser against all third-party claims, damages, claims, losses and costs on account of or connected to (alleged) infringement in this respect and will compensate all damages and losses suffered and costs incurred as a result thereof to Purchaser, including all litigation costs and costs relating to legal assistance. Supplier will compensate all costs incurred by Purchaser in connection with these claims, including the costs of legal assistance, auditor fees and the costs of transport, storage and destruction of the Goods, as well as the damage suffered by Purchaser, including any compensation Purchaser should pay to the third party in the framework of a settlement, whether or not it is established that the Goods concerned infringe such third party's rights. In addition, Supplier will repay to Purchaser the purchase price upon request, if and as far as the sale of the Goods is rendered difficult due to the third party having attached the Goods or objected to further trade in such Goods, and Supplier may not claim that the Goods must be returned or made available to him or a third party as a condition for repayment.

Article 13. Liability

- 13.1. Supplier will be liable for any damages, losses and costs Purchaser suffers and incurs directly or indirectly as a result of Supplier's non-compliance or non-timely or inadequate compliance with the agreement, or failure to fulfil the agreement in time or properly, or breach of any other contractual or non-contractual obligation. Supplier indemnifies Purchaser against all third-party claims, including those made by regulatory authorities and consumer organisations relating to alleged non-compliance of Goods with the requirements referred to in these GPC and claims for compensation of the resulting (future) losses suffered. Supplier will fully compensate all costs incurred by Purchaser in this respect, including costs of legal assistance and costs relating to inspection, transport, storage and destruction of the Goods and losses suffered, including the purchase price of the Goods concerned and losses suffered by third parties.
- 13.2. Supplier will take out and maintain adequate insurance against its liability in relation to Purchaser under the law and/or agreement and furthermore insure and keep insured all risks in its business operations that are insurable on normal terms. At Purchaser's request Supplier will submit (a certified copy of) the policies and proof of premium payment without delay. Supplier hereby assigns to Purchaser all claims on insurance proceeds payments relating to losses Supplier is liable for in relation to Purchaser.
- 13.3. Unless otherwise agreed in writing, Purchaser's liability in relation to Supplier is excluded and is in all cases restricted to the amount of the purchase price of the Delivery concerned. Except in case of intent or deliberate recklessness of Purchaser or its managerial staff, Purchaser will not be liable for any damage suffered by Supplier, its staff or other individuals called in and/or made available by Supplier for performance of the agreement (including but not restricted to) destruction or loss of property and personal injury. The provisions of the previous sentence also apply as a restriction of liability in relation to Supplier's injured staff and other injured individuals called in and/or made available by Supplier for performance of the agreement. Supplier will indemnify Purchaser against all claims by such staff and other injured individuals called in by Supplier for performance of the agreement.
- 13.4. Supplier indemnifies us against any product liability claim brought against us if and as far as the damage was caused by a defect in the Goods supplied by Supplier.
- 13.5. Prior to any recall entirely or partly due to a defect in Goods supplied by Supplier, we will notify Supplier, allow Supplier the opportunity to cooperate and discuss the efficient implementation of the recall operation, unless notification and cooperation with Supplier is not possible due to the urgency of the case concerned. The costs relating to the recall will be borne by Supplier, if the recall is the result of a defect in the Goods supplied by Supplier.
- 13.6. Individuals who perform work at our factory site when performing the agreement will observe the factory regulations. We are not liable for accidents suffered by these individuals at our factory site, unless caused by serious fault or gross negligence on the part of our legal representatives or individuals we called in when fulfilling our obligations.

Article 14. Transfer of risk, title and ownership

- 14.1. Title and ownership of the Goods transfers to the Purchaser following Delivery, completion and, where necessary, assembled and installed respectively.
- 14.2. Any Materials such as raw Materials, auxiliary Materials, tools, drawings, specifications, Services and software Purchaser makes available to Supplier for the purpose of fulfilment of the latter's obligations remain Purchaser's property. Supplier will store such Goods separate from its own items and those of third parties. Supplier will mark these as Purchaser's property.
- 14.3. Upon processing Materials such as raw Materials, auxiliary Materials and software of Purchaser in goods of Supplier, new Goods will be formed that are the property of Purchaser and Supplier will keep these new Goods as the Purchaser's property and hand an ownership statement to Purchaser upon request. Where necessary, these GPC should be considered a deed of transfer within the meaning of the Auteurswet (Copyright Act), without prejudice to the following subsection.
- 14.4. The risk of the Goods passes to Purchaser upon Delivery followed by approval and acceptance of the Goods in accordance with article 15 of these GPC.
- 14.5. Goods created as the result of combination, mixing or otherwise in some other way become Purchaser's property upon their creation. Supplier is deemed to have designed or formed the Goods for Purchaser.

Article 15. Inspection

- 15.1. Purchaser is authorised to inspect Goods or cause Goods to be inspected at all times, both during the production, processing and storage and after Delivery.
- 15.2. When requested, Supplier will provide access to Purchaser or its representative to the location where Goods are produced, processed or stored. Supplier will cooperate in the inspection free of charge.
- 15.3. If an inspection within the meaning of this article cannot take place at the time agreed upon or must be repeated due to Supplier's actions, the costs incurred in this respect by Purchaser will be borne by Supplier.
- 15.4. In the event delivered Goods are rejected, Supplier will arrange for repair or replacement of the delivered Goods within 5 working days. Should Supplier fail to comply with this obligation within the term set in this article, Purchaser will be authorised, in addition to its other rights, to purchase the goods required from a third party or to take steps itself or instruct a third party to take steps, at Supplier's expense and risk.
- 15.5. In the event Supplier fails to collect the rejected and delivered Goods within the term agreed upon, Purchaser will be authorised to return the Goods to Supplier at the latter's expense.

Article 16. Packaging

- 16.1. Purchaser is at all times authorised to return to Supplier (transport) packing Materials at the Supplier's expense.
- 16.2. Supplier will be responsible for processing or destroying (transport) packing Materials. Any processing or destruction of packing Materials at Supplier's request will be effected at Supplier's expense and risk.

Article 17. Termination

- 17.1. In the event Supplier fails to comply with its obligations arising from the agreement or order and in the event of compulsory liquidation or moratorium, or in the event Supplier loses the power to dispose of its capital, in the event of liquidation, discontinuation of or relocation of Supplier's business, or change of control in Supplier within the meaning of the Social and Economic Council's Merger Code 2015, whether applicable or otherwise, or in the event any of Supplier's permits required for the agreement or order is revoked, we will be entitled to fully or partly suspend performance of our obligations or to fully or partly cancel (or binden) the agreement or order with immediate effect, without any further notice of default being required and without being obliged to pay any damages and without prejudice to our other statutory and contractual rights.
- 17.2. Unless we decide otherwise, Supplier will, following receipt of the termination:
- immediately discontinue all work under the agreement or order;
 - transfer the property rights of completed Goods to us as well as deliver to us such completed Goods, work in progress and parts and Materials Supplier reasonably produced or acquired in the quantities ordered by us at our request;

- return to us all drawings, specifications, models, tools, construction details, technical instructions, samples, patterns, moulds and similar designs and data supplied or developed by us for the execution of the agreement or order; and
 - at our request, cooperate with us to transfer the production of the Goods to another supplier.
- 17.3. Following termination by us in accordance with article 17.2 we will only be obliged to settle the following, without any duplication:
- the order amount for all completed Goods in the quantities ordered and received by us that are in accordance with the agreement or the order and that have not yet been paid to Supplier;
 - reasonable and actual costs of marketable and usable work in progress of Supplier and parts and Materials transferred to us in accordance with article 17.2b.
- 17.4. We will not have any obligations in relation to Supplier and will not be obliged to pay to Supplier, neither directly, nor on account of claims by Supplier's subcontractors, any loss of profits or general administrative charges relating to termination or expiration of the agreement or order, unless otherwise agreed upon in a separate order issued by us.
- 17.5. In the event that any agreement, irrespective of whether entered into for a specific or indefinite period, or relationship between the Purchaser and the Supplier, need to be regarded as an agreement for an indefinite period of time without any notice period having been agreed upon, the Company shall then, at its sole discretion, have the right to terminate this agreement in whole or part by giving three-months' written notice. Purchaser will never owe any damages or compensation in the event of such termination.

Article 18. Order, safety and the environment

- 18.1. Supplier will observe all statutory provisions relating to the treatment of employees, environmental protection and work health and safety and it will also cooperate in reducing detrimental effects of its activities on people and the environment. In this respect Supplier will set up and further develop a management system in accordance with ISO 14001 to the extent of its ability.
- 18.2. In addition, Supplier will observe the principles of the UN Global Compact initiative which essentially relates to the protection of international human rights, the right to negotiate pay and working conditions, the prohibition on discrimination when deploying and hiring staff, responsibility for the environment and preventing corruption.
- 18.3. In the event a supplier, repeatedly and despite clear instructions, fails to comply with the foregoing and neither corrects its actions nor takes appropriate steps to prevent future violations, we reserve the right to terminate the agreement or cancel the order with immediate effect.

Article 19. Disputes

- 19.1. Any disputes between the Parties, including disputes only one of the Parties considers as such will be resolved in consultation as much as possible.
- 19.2. Should the Parties fail to resolve the issue, the disputes will be exclusively brought before the court having jurisdiction in the district of 's-Hertogenbosch, the Netherlands.

Article 20. Applicable law

- 20.1. Any agreement these GPC form a part of is exclusively governed by Dutch law. Foreign legislation and the applicability of treaties such as the Vienna Sales Convention is excluded.
- 20.2. In the event that any provision(s) of these GPC and additional agreements effected should be or become invalid, this will not negate the validity of any other provisions of the GPC. The Parties to these GPC will agree on a clause to replace the invalid clause reflecting the economic intent of the clause as much as possible.

Contracting for work

Article 21. Applicability articles 21 et seq.

- 21.1. This and subsequent articles are applicable in addition to, and without prejudice to the previous articles, to all applications, offers and agreements relating to the performance of work and/or contracting for work by Supplier.
- 21.2. For the purposes of these GPC the phrase "Supplier's staff" is understood to include third parties called in by Supplier for the performance of the agreement(s).

Article 22. Staff, Equipment and Materials

- 22.1. Staff called in by Supplier for the performance of the agreement will meet any special requirements stipulated by Purchaser and, in the absence thereof, the general standards of craftsmanship and expertise.
- 22.2. Purchaser is authorised to inspect and test all Materials and Equipment used by Supplier for performance of the agreement and to identify staff called in by Supplier for the performance of the agreement.

Article 23. Site and premises of Purchaser

- 23.1. Before commencing the execution of the agreement, Supplier will check the circumstances at the site and in the premises of Purchaser where the work will be performed.
- 23.2. Supplier will ensure that its presence and its staff's presence at the site and in the premises of Purchaser do not constitute an obstacle to the uninterrupted continuity of the operations of Purchaser and third parties.
- 23.3. Before commencing the execution of the agreement, Supplier and its staff will check the contents of applicable instructions and regulations, among other things relating to safety, health and the environment at the site and in Purchaser's premises and behave accordingly.
- 23.4. Any costs relating to a delay in the execution of the agreement due to circumstances referred to above will be for Supplier's account and risk.

Article 24. Payment

- 24.1. Purchaser will only be obliged to make a payment once Supplier has completed the work to Purchaser's satisfaction and/or carried out the instructions at the Purchaser's satisfaction and after Supplier has proved, at Purchaser's request, that it has paid the remuneration owed to staff and personnel it called in.
- 24.2. Purchaser is at all times entitled to pay to Supplier, by transferring to its guarantee account within the meaning of the Wet Ketenaansprakelijkheid, the social security contributions, VAT and wage tax including national insurance contributions owed with respect to the work performed for which Purchaser could be jointly and severally liable pursuant to the Wet Ketenaansprakelijkheid (Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act).
- 24.3. Without prejudice to the previous subsection Purchaser is at all times authorised to withhold the amounts referred to in the previous subsection in respect of social security contributions, VAT and wage tax including national insurance contributions from the contract price and settle these directly to the industrial insurance board or collector of direct taxes concerned on behalf of Supplier.
- 24.4. In the cases referred to in the previous subsections of this article payment of these amounts will discharge Purchaser in relation to Supplier for the amounts concerned.

Article 25. Supplier's obligations

- 25.1. Supplier is responsible for successfully completing the work independently and under its own responsibility, having regard for applicable safety, environmental and other regulations.
- 25.2. The work and/or the instructions must be performed soundly and properly and in accordance with the provisions of the agreement.
- 25.3. Supplier's authorised representatives will in principle be available at the site during work hours and their absence, replacement and access will be arranged in consultation with Purchaser.
- 25.4. Supplier will have a valid certificate of registration with the industrial insurance board with which it is registered as well as a permit to establish a business, if required. Supplier will show these documents to Purchaser at the latter's request.
- 25.5. At Purchaser's request Supplier will hand over a survey stating the names, first name(s), address, place of residence, date of birth and place, tax and social security number and terms of employment of all staff deployed by Supplier on a week-to-week basis.
- 25.6. At Purchaser's request Supplier will produce for inspection by Purchaser, in accordance with a model prepared by Purchaser, the wage statements or timesheets of all staff deployed by Supplier.
- 25.7. Supplier will strictly observe all of its obligations in relation to the staff it deployed.
- 25.8. Supplier will each time provide a copy to Purchaser, at the latter's request, of a payment history report relating to its payment record to the industrial insurance board and collector of direct taxes.
- 25.9. Supplier will indemnify Purchaser against third-party liability on account of failure by Supplier to comply with its obligations under the agreement or the law.
- 25.10. Supplier will execute the agreement independently in accordance with present-day technical standards and will be responsible in this respect.
- 25.11. Supplier will take back all waste and packing Materials after its obligations have been discharged.