

general terms and conditions of purchase Aalberts N.V.

1. Definitions

- 1.1. **"Customer"**: Aalberts N.V. and all companies Aalberts N.V. is affiliated with in a group as referred to in Section 2:24b of the Dutch Civil Code, or in which it has a participating interest as referred to in Section 2:24c of the Dutch Civil Code.
- 1.2. **"Contractor"**: the supplier or service provider concluding, or wishing to conclude, an Agreement with the Customer.
- 1.3. **"Delivery or deliveries"**: all services and/or goods to be provided and/or work to be performed as set out in the Agreement.
- 1.4. **"Agreement"**: a purchase agreement on carrying out a delivery for the Customer.

2. Applicability general terms and conditions of purchase

- 2.1. These general terms and conditions of purchase shall apply to all Agreements and to all legal acts relating to the formation thereof. Every reference to the Agreement also contains a reference to these general terms and conditions of purchase unless the context expressly indicates otherwise.
- 2.2. Deviations from, or additions to, these general terms and conditions of purchase require the express written consent of the Customer.
- 2.3. Any terms and conditions of delivery or other conditions of the Contractor are expressly excluded unless the Customer accepts these conditions explicitly in writing.
- 2.4. If the Customer and the Contractor conclude further written agreements on a Delivery, these further written agreements shall prevail, to the extent that those agreements deviate from these general terms and conditions of purchase.
- 2.5. If one or more provisions of these general terms and conditions of purchase or the Agreement are found to be void (*nietig*) or are rescinded (*vernietigd*) by the Court, the other provisions of the general terms and conditions of purchase or the Agreement will maintain their legal effect. The Parties shall consult on the provisions that are void or have been rescinded in order to make alternative arrangements that, to the extent possible, will be consistent with the purpose and purport of the provisions that are void or have been rescinded.

3. Formation of the Agreement

- 3.1. The Agreement between the Customer and the Contractor will be formed the moment the Contractor has accepted, in writing, the purchase order submitted by the Customer or when the Customer has accepted, in writing, the offer submitted by the Contractor.
- 3.2. The Customer reserves the right to withdraw the order placed by the Customer or to withdraw the purchase order placed, if the Contractor fails to confirm the order in writing within one (1) calendar week after receipt of the order by means of an order confirmation.
- 3.3. If the order confirmation deviates from the original order or purchase order, the Customer will only be bound if the Customer expressly states in writing to agree with the deviation. Receipt of the Delivery by the Customer and payments made by the Customer do not imply acknowledgement of the deviations. Any documentation received with the offer and samples will not be returned by the Customer.

4. Prices

- 4.1. The agreed prices are fixed in euros, excluding VAT and including all other costs relating to the Delivery, including but not limited to: insurance, overhead, packaging, transport, delivery, administration, shipping, call-out and connection charges.
- 4.2. **If the Contractor, during the term of the Agreement, charges one or more customers lower prices and/or rates for the services or goods to be provided, comparable in nature and size to the Deliveries, the Contractor will also charge these lower prices and/or rates to the Customer.**
- 4.3. **The adjustment as referred to in article 4.2 shall apply as of the date on which the Contractor started charging these lower prices. The Contractor shall inform the Customer of its own volition about these lower prices and/or rates and shall forthwith credit the overpaid amount.**
- 4.4. **To ascertain whether the Contractor acts in accordance with the provisions of this article, the Customer has the right to periodically conduct a check of the records of the Contractor.**

5. Invoicing and payment

- 5.1. Invoicing by the Contractor will be carried out after the Delivery has been made.
- 5.2. Invoices shall at least include:
 - o the number of the delivery / order specified per position, stating the position number/numbers and article number/numbers;
 - o a specified description of the Delivery;
 - o the address where the Delivery has been made or carried out;

- o the date on which the Delivery has been carried out or actually has been made, the number of hours worked, the wage costs per hour and the materials used (stating the unit prices).

As long as this information is missing, the Customer has the right to suspend the payment obligation. Duplicates of an invoice shall be marked as such.

- 5.3. The Customer shall pay the Contractor within sixty (60) calendar days of receipt of the invoice. Not the statutory interest referred to in Section 6:119a of the Dutch Civil Code shall apply but the statutory interest referred to in Section 6:119 of the Dutch Civil Code will.
- 5.4. **If the Customer pays an invoice within fifteen (15) working days after receipt of this invoice, the Customer is entitled to deduct a discount of two (2) % of the total invoiced amount.**
- 5.5. Payment by the Customer in no way constitutes a waiver of any right to reconsider the performance of the assignment. The Customer has the right to offset its claims against the debts to the Contractor.
- 5.6. If the Customer so requests, the Contractor will pay a deposit or will provide a bank guarantee to be determined by the Customer before the Customer makes goods available or in case of a full or partial advance payment for the goods.

6. Delivery

- 6.1. In case of delivery of goods, the Delivery will be made 'Delivery Duty Paid' at the address of the Customer in accordance with the version of the Incoterms applicable at the time of the order or purchase order, without prejudice to the provisions of these general terms and conditions of purchase.
- 6.2. Partial deliveries are not permitted unless the Customer has agreed in writing to the same.
- 6.3. The delivery date/dates or delivery period/periods of the Agreement are considered to be strict and final and apply to the complete Delivery, including the accompanying drawings or other documents.
- 6.4. If there are circumstances as a result of which it can be expected that an agreed delivery date/dates or period shall be exceeded, the Contractor shall immediately inform the Customer hereof.
- 6.5. If the Contractor exceeds any agreed delivery date/dates or period/periods, the Customer has the right, without prior notice of default, to impose a penalty on the Contractor of one (1) % of the price of the Delivery per calendar week up to a maximum of ten (10) % which will be due on demand on the date the penalty was imposed. Imposing, collecting or offsetting this penalty will not affect the Customer's right to performance, damages and (partial) termination.
- 6.6. Section 7:33 of the Dutch Civil Code does not apply.
- 6.7. If the Customer, for any reason whatsoever, is unable to accept a Delivery on the agreed delivery date, the Contractor shall suspend the delivery at the request of the Customer, for a maximum period of 12 calendar weeks without the Customer being liable to pay any damages to the Contractor.

7. Packing and shipment

- 7.1. The Contractor shall package the goods to be delivered as economically, environmentally-friendly, safely and carefully as possible and in such a manner that the shipment can be handled during transport and unloading. The Contractor shall ensure that the Delivery will reach the place of destination in good condition. Special packaging that should be returned to the Contractor must be marked as such.
- 7.2. The packaging, the transport, the storage and the processing of the Delivery must comply with the applicable laws and regulations in the field of safety, environment and working conditions. If there are safety data sheets for a Delivery or the packaging, the Contractor shall always immediately provide these sheets with the Delivery.
- 7.3. The Contractor shall mark the shipment with at least the reference number and the number of packages as well as the correct name and address details of the delivery address. The outside of the packages shall be provided with a packing list indicating the content of the shipment. A Delivery that does not meet these requirements may be refused by the Customer.

8. Transfer of ownership and risk

- 8.1. In case of delivery of goods, even in case of maintenance, replacement of parts or otherwise, the ownership of the delivered goods or the goods to be delivered will be transferred to the Customer at the time that the goods to be delivered are identified and/or separated as being designated for the Customer, at the location of the Contractor.
- 8.2. In case of deliveries taking place to perform a contractor agreement (*overeenkomst tot aanneming van werk*) the delivery is at the Customer's risk at the time of completion of the work. In all other cases, the delivery is at the Customer's risk at the time the delivery has been accepted by the Customer.

- 8.3. In the event that the delivery is returned to the Contractor as a result of rejection (*afkeuring*) of the delivery by the Customer, the risk of the delivery in question will again rest with the Contractor as of the moment the delivery is sent back to the Contractor.

9. Inspections

- 9.1. The Customer (incl. its officers) has the right but not the obligation to inspect or examine the Delivery, or to let a third party inspect or examine the Delivery on its behalf, before or upon the Delivery. The Contractor shall provide all the assistance needed for this purpose. The Contractor cannot derive any rights vis-a-vis the Customer from the results of an inspection as referred to in this article 9.1 or an inspection carried out by the Contractor prior to delivery.
- 9.2. **All costs associated with inspections and reinspections shall be borne by the Contractor, except the costs of the officers designated by the Customer to carry out the inspection.**
- 9.3. The Contractor shall provide the Delivery with a unique (batch) number to be able to trace the raw materials, the processing and test results of the Delivery. Mixed batches will be refused. At the first request of the Customer, the Contractor shall submit the documentary evidence relating to the origin of the raw materials.

10. Contract variations

- 10.1. The Customer has the right to adjust the size and/or capacity of the Delivery, even if this results in contract variations.
- 10.2. If the Contractor believes that the adjustment will affect the agreed price or delivery period, it shall forthwith inform the Customer in writing and in case of additional work submit a written offer in respect of the price and the associated period as well as the consequences for the other work to be performed by the Contractor.
- 10.3. If in the event of such an adjustment no agreement is reached on a new price and delivery period, the Customer has the right to (partially) terminate (*ontbinden*) the Agreement without being liable for any of the associated damage or costs.
- 10.4. Additional work will only be performed by the Contractor following written instructions from the Customer. Additional work in any case does not include additional work the Contractor could or should have anticipated upon conclusion of the Agreement in order to be able to provide the agreed performance and functionality/functionality or the work resulting from a breach by the Contractor. No payment is due for additional work that has been performed without written instructions from the Customer.

11. Personnel of the Contractor

- 11.1. In the event of services or contracting of work, the Contractor shall ensure that the relevant personnel has the skills, experience and knowledge required for the performance of the tasks assigned to it. The Contractor shall make every effort to perform the services or the work in the most cost-efficient manner.
- 11.2. The Contractor shall only use its own personnel, except for the situation in which the Customer has given its prior written consent for the use of others. The Contractor shall inform its personnel of the obligations in accordance with the provisions of the Dutch Compulsory Identification Act so they will be able to immediately identify themselves in case of inspections.
- 11.3. If a member of the Contractor's personnel in the reasonable opinion of the Customer is not suited for the provision of the services or the performance of the work and/or performs unsatisfactorily, the Contractor shall arrange for replacement immediately, without any additional costs and at the first request to this effect from the Customer.

12. No exclusivity and/or minimum purchase

- 12.1. The Customer is always allowed to hire other Contractors for the Delivery unless for a particular Delivery it has explicitly been agreed in writing, in a separate paragraph of the offer with the title: *"Exclusivity of Delivery"*, between the Customer and the Contractor, that the Delivery will be made on an exclusive basis.
- 12.2. The Customer is never obligated, now or in the future, to accept a minimum amount of goods, activities or work unless this has explicitly been agreed in writing, in a separate paragraph of the offer with the title: *"Minimum volume obligation"*.

13. Warranty

- 13.1. The Contractor warrants that the Delivery:
 - a. upon delivery of goods will be of good quality and free of defects and in case of performance of work will be carried out by personnel with the requisite skills, experience and knowledge required to perform the tasks assigned and with the use of new and sound materials;

- b. fully complies with the provisions of the Agreement, the stated specifications and the reasonable expectations of the Customer in respect of the characteristics, the quality and reliability of the Delivery;
 - c. is suitable for the purpose of the Delivery as is evident from the nature of the good or from the delivery or order;
 - d. meets the legal requirements that apply in the Netherlands and the other applicable governmental regulations;
 - e. meets the accepted norms and standards in the relevant branch of trade and industry;
 - f. in accordance with the statutory European directives complies with the CE marking and the EC declaration of conformity for machinery / safety components or "manufacturer's declaration" whereby the Contractor shall provide the EC declaration of conformity;
 - g. if applicable to the Delivery is ISO 14001 certified; and
 - h. continuously applies and warrants the principles and guidelines of ISO 26000.
- 13.2. If the Agreement refers to technical, safety, quality, environmental or other regulations and documents not appended to the Agreement, the Contractor is deemed to be aware of these regulations unless the Contractor promptly notifies the Customer in writing that it is not. The Customer then shall provide the Contractor with further information about these regulations and documents. The Contractor shall at its own risk and expense arrange for timely obtaining the consents, permits or licences required for the performance of the Agreement and for the compliance with the conditions specified therein.
- 13.3. If within the warranty period, the Delivery is found not to comply with the provisions of article 13.1 of these general terms and conditions of purchase, the Contractor at its own expense, on the first demand and at the option of the Customer, within one (1) calendar week, shall replace, repair or again perform the Delivery, without prejudice to the other rights of the Customer under the Agreement or by law.
- 13.4. If the Delivery does not comply with the provisions of article 13.1 and either (a) in the reasonable opinion of the Customer immediate repair or replacement is required and the Contractor is unable to immediately carry out the repair or replacement, or (b) the Contractor after the period referred to in article 13.3 fails to fulfil its warranty obligations, the Customer has the right to let the repair or the replacement be carried out by a third party with a good reputation, without prejudice to the other rights of the Customer according to the law. The associated costs shall be borne by the Contractor. The Contractor shall pay these costs to the Customer within thirty (30) calendar days after the Customer has sent a specified invoice.
- 13.5. If the Parties have not agreed on a written warranty period, the warranty period will be three (3) calendar years after the date of delivery and/or completion. For goods intended to be incorporated in installations or systems, the warranty period will only commence at the time of completion or delivery of those installations or systems, on the understanding that the warranty period will end no later than five (5) calendar years after the date of delivery of the goods.
- 13.6. A new warranty period will apply to parts that have been replaced, repaired or again performed, equal to the original warranty period.
- 14. Force majeure**
- 14.1. The Contractor can only rely on force majeure (*overmacht*) vis-a-vis the Customer if it informs the Customer of the plea of force majeure as soon as possible, but no later than within 24 hours after the circumstance has occurred which led to the plea of force majeure, in writing, on submission of the documentary evidence.
- 14.2. Force majeure does not include in any case: illness of personnel, delay caused by suppliers or otherwise late provision of materials or personnel, material scarcity or unsuitability of materials, inability to obtain the required licences or consents and strikes (both organized and unorganized).
- 15. Liability**
- 15.1. The Contractor is liable for all direct and indirect damage, including loss of profits, incurred by the Customer as a result of attributable failure to perform the Agreement by the Contractor or attributable late or improper performance of the Agreement by the Contractor or violation of any other contractual obligation or an unlawful act. The Contractor shall indemnify the Customer against any claim by third parties in this respect.
- 15.2. The Contractor shall take out sufficient insurance for its liability under the law and/or Agreement vis-a-vis the Customer and keep it insured and furthermore take out insurance for all on normal conditions insurable risks of its business operations and keep these insured.
- 15.3. At the request of the Customer, the Contractor shall forthwith submit a (certified copy) of the policies and proof of premium payment. The Contractor hereby assigns in advance to the Customer all claims to payment of insurance proceeds insofar as related to the damage for which the Contractor is liable towards the Customer.
- 15.4. In case of liability of the Contractor as referred to in this article, the Contractor shall also be liable for all extrajudicial and judicial costs reasonably incurred by the Customer in order to obtain payment of its claim. In any event, the Customer has the right to charge the Contractor ten (10) % of the total claim with a minimum of €250 for extrajudicial costs, such unless the actual extrajudicial costs are higher and also in order to urge the Contractor to properly perform.
- 16. Vicarious tax liability. System whereby the main contractor is responsible for the tax and national insurance liabilities of subcontractors (*ketenaansprakelijkheid*)**
- 16.1. In case of contracting for work, the Contractor shall have and, on request, immediately provide the Customer with:
- a. a certificate of registration in the Commercial Register, which is not older than three (3) months;
 - b. an original G account agreement insofar as required stating the institution where this account is held;
 - c. a specification stating the turnover tax number and the tax withholding number; and
 - d. at least once (1 time) per quarter a payment history statement from the Tax and Customs Administration.
- 16.2. The Contractor undertakes towards the Customer to strictly comply with its legal obligation to pay the social insurance contributions and the payroll tax for the employees deployed by the Contractor and furthermore to strictly comply with the applicable collective bargaining agreement.
- 16.3. If the Customer suspects that the Contractor does not fulfil its legal obligation to pay the social insurance contributions or payroll tax, the Customer has the right to suspend payment to the Contractor until it has been established if, and for which amount, the Customer can be held liable by the Tax and Customs Administration.
- 16.4. The Contractor shall indemnify the Customer against any claim from third parties based on social (insurance) contributions or government tax levies and resulting from the fact that the Contractor fails to comply with the provisions of this article.
- 17. Termination of the Agreement**
- 17.1. Without prejudice to the Customer's other rights, the Customer has the right to terminate the Agreement without further notice of default being required, in part or in whole, by means of a written statement, if:
- a. The Contractor fails to fulfil one or more obligations arising from the Agreement;
 - b. the Contractor has been declared insolvent, has applied for a moratorium, has closed down or wound up his company, if attachments are made of a considerable part of its assets or if the Contractor has transferred its company (or a substantial part of its company, which is $\geq 25\%$) to third parties;
 - c. there is a change of control over the Contractor's company as a result of merger or acquisition.
- 17.2. In case of termination, the risk for the goods already delivered will remain with the Contractor. The goods will then be available to the Contractor and shall be collected by the Contractor. The Contractor shall forthwith refund the payments already made by the Customer in respect of the terminated Agreement. In addition, the Contractor shall immediately return the goods made available by the Customer in the context of this Agreement, payable by the Contractor, and also immediately deliver to the Customer all goods belonging to the Customer.
- 17.3. In case of termination, pursuant to article 17.1, without prejudice to the other rights of the Customer under the Agreement or by law, the Customer is entitled to:
- a. reimbursement by the Contractor of the extra costs the Customer has to incur for purchasing or repurchasing goods that have not yet been delivered or a reasonable replacement of goods not received and/or kept by the Customer; to have the work to still be performed according to the Agreement carried out by third parties, at the expense of the Contractor;
 - b. withhold an outstanding part of the total price of the Delivery as security for the fulfilment of the warranty obligations of the Contractor; and
 - c. all claims the Customer may have or acquire against the Contractor under this article shall be immediately due and payable.
- 17.4. Without prejudice to the provisions of the preceding paragraphs, the Customer shall at all times be entitled to terminate the Agreement, in whole or in part. In such an event, the Customer shall only reimburse the Contractor for the demonstrable costs incurred prior to the termination.
- 18. Intellectual property rights**
- 18.1. If the Delivery or the accompanying documentation are subject to intellectual property rights, the Customer acquires the user right, free of charge, by means of a non-exclusive, worldwide, perpetual licence. All intellectual property rights arisen as a result of the execution of the Delivery by the Contractor, its personnel or third parties engaged by the Contractor for the performance of the Agreement, rest with the Customer.
- 18.2. On the first request by the Customer, the Contractor shall do all that is necessary for the acquisition and safeguarding of these rights.
- 18.3. The Contractor warrants that the Delivery does not infringe any intellectual property rights of third parties. The Contractor indemnifies the Customer against claims from third parties based on (alleged) infringements in this respect and shall reimburse the Customer for any resulting damage incurred.
- 19. Obligation of confidentiality and obligation to provide information**
- 19.1. The Contractor shall not disclose in any way what it becomes aware of in the performance of the Agreement and of which it knows or reasonably can expect the confidential nature, except insofar as the Contractor is obliged to disclose based on any legal regulation or court decision.
- 19.2. The Contractor shall bind its personnel and the third parties engaged by the Contractor to fulfil this obligation of confidentiality and guarantees that these persons will fulfil this obligation.
- 19.3. The Contractor makes no public announcements relating to the Agreement and/or the Delivery except with prior written permission of the Customer.
- 19.4. The Contractor shall make available to the Customer any electronic and written information it has in its possession within the context of the performance of the Agreement, within ten (10) calendar days of termination of the relevant work.
- 20. EU/US export regulations**
- 20.1. If in a Delivery technology is processed falling under the "US Export Administration Regulations" or under export regulations of the EU or an EU Member State, the Contractor shall inform the Customer hereof in accordance with the relevant provisions.
- 21. Encumber, transfer and subcontract**
- 21.1. The Contractor does not have the right to encumber or transfer any rights or obligations under the Agreement without the prior written consent of the Customer. The above-mentioned prohibition has effect under the law of obligations (*verbintenrechtelijke werking*) and under property law (*goederenrechtelijke werking*).
- 21.2. The Contractor does not have the right, without the prior written consent of the Customer, to subcontract or transfer the execution of (a part of) the Delivery, in whole or in part, to third parties.
- 22. Suspension and set-off**
- 22.1. The Contractor does not have the right to suspend any obligation under the Agreement, in whole or in part.
- 22.2. The Contractor does not have the right to offset its claims against the debts to the Customer.
- 23. Governance and integrity**
- 23.1. The Contractor is deemed to observe all relevant laws and regulations in its business operations in general and in the execution of the Delivery in particular, explicitly including, but not limited to, the provisions on competition, export control and sanctions, bribery, environment and safety.
- 23.2. The Contractor is also bound to the most recent version of the Supplier Code of Conduct of Aalberts N.V. as published on the website www.aalberts.com/suppliercode. If the Contractor at any time does not (fully) comply with this code or threatens to not (fully) comply with this code, the Contractor shall immediately inform the Customer hereof in writing.
- 24. Applicable law and disputes**
- 24.1. **Agreements between the Customer and the Contractor and related non-contractual claims are governed by Dutch law to the exclusion of the Vienna Sales Convention (CISG).**
- 24.2. Any disputes between the Customer and the Contractor shall be exclusively settled by the competent court of the Midden-Nederland district.
- 25. Translation**
- 25.1. In case of discrepancies between these general terms and conditions of purchase in the Dutch language and translations thereof, the Dutch version shall be binding.
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