

General Terms and Conditions of Purchase of Aalberts Surface Technologies B.V. Eindhoven

Section 1 General information, scope of application

(1) These General Terms & Conditions of Purchase ("GTC of Purchase") apply for all business relations with our purveyors and suppliers ("Suppliers"). The GTC of Purchase apply only if the Customer is an entrepreneur, a legal person under public law, or a special fund under public law.

(2) The GTC of Purchase apply for service and work contracts as well as for contracts for the sale and/or supply of movable things ("Goods") regardless of whether the Supplier personally manufactures the Goods or purchases them from third-party suppliers. Unless otherwise agreed, the version of the GTC of Purchase that is valid or at any rate most recently communicated to the Supplier in text form at the time of our order shall apply as a framework agreement even for future contracts of the same type without requiring us to refer to it again in each individual case.

(3) These GTC of Purchase apply exclusively. Any differing, contrary, or additional General Terms & Conditions of the Supplier – known or unknown – shall apply to contracts only if and insofar as we

have expressly approved of them in writing. This approval requirement applied in every case, e.g. even if we accept the Supplier's deliveries without reservation in awareness of the Supplier's General Terms & Conditions.

(4) Individual agreements made with the Supplier in an individual case (including side agreements, amendments, and changes) take precedence over these GTC of Purchase. A written contract or our confirmation at least in text form (Artikel 156a Rv) shall govern the content of such agreements in the absence of proof to the contrary.

(5) Legally relevant declarations and notices that are to be surrendered to us by the Supplier after the conclusion of the contract (e.g. deadlines, warnings, cancellation notice) must be made in written form in order to be effective.

(6) References to the validity of statutory provisions are only for clarification purposes. The statutory provisions therefore apply even without that type of clarification unless they are directly modified or expressly excluded in these GTC of Purchase.

Section 2 Conclusion of contract

(1) Our order shall be binding with the issuing of the confirmation in text form at the earliest. Before accepting the order the Supplier is

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to notify us of any obvious errors (e.g. typos or calculation errors) or incomplete areas of the order including the order documents for the purpose of correcting or completing these; otherwise the contract shall not be deemed to be concluded.

(2) The Supplier is obliged to confirm our order in text form within a period of 5 work days or, in particular, to fill our order without reservation by sending the goods. Late acceptance shall be deemed to be a new offer and requires our acceptance.

Section 3 Delivery period and default in delivery

(1) The delivery period specified by us in the order shall be binding. Advance deliveries may only be made with our approval. If the delivery period is not specified in the order and was not otherwise agreed upon then it shall amount to 2 weeks starting from the conclusion of the contract. The Supplier shall notify us in text form without undue delay if the Supplier cannot comply with the agreed delivery period for whatever reasons.

(2) The receipt at the address specified by us shall apply for determining compliance with delivery periods of deliveries not involving assembly or setup. The point in time of the completion of

the setup, assembly, or services so as to be ready for acceptance shall apply for determining compliance with the delivery period.

(3) If the Supplier does not perform its service at all or not within the agreed delivery period or if the Supplier misses a delivery deadline then our rights, particularly to revocation and damage compensation, are determined in accordance with the statutory provisions. The provisions in Subsection 4 remain unaffected.

(4) If the Supplier misses a delivery deadline then we have the right to demand flat-rate compensation for our damages due to delay in the amount of 1% of the net price per complete calendar week of delay up to a maximum of 5% of the net price of the Goods in the delayed delivery. We reserve the right to prove that higher damage resulted. The Supplier has the right to prove that significantly less damage or no damage at all resulted.

Section 4 Performance, delivery, packaging, passing of risk, default in acceptance

(1) The Supplier is not authorized to have the service owed by the Supplier performed by third parties (e.g. subcontractors) without our express prior consent. The Supplier shall bear the procurement risk for the Supplier's services unless

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otherwise agreed in the individual case (e.g. limitation to supply).

(2) Within the Netherlands the delivery will be made "free domicile" to the destination specified in the order. If the destination is not specified then the delivery is to be made to our place of business of the ordering site unless otherwise agreed. The respective destination shall also be the place of fulfillment for the delivery and any supplementary performance (debt to be discharged at creditor's domicile).

(3) A delivery note specifying the date (of issue and of shipment), the contents of the delivery (article numbers and quantities), and our order number. If the delivery note is missing or incomplete then we shall not be responsible for the resulting delays in processing and payment.

(4) The delivery of the Goods shall be carried out in packaging that is appropriate for the product while taking into account the relevant environmental regulations. Disposable packaging shall be taken back by the Supplier at the Supplier's expense. If recyclable packaging is used then the supplier is to provide the packaging on loan; the Supplier shall bear the costs and risk of the return shipment. Should we agree to bear packaging costs on an exceptional basis then these costs are to be invoiced at their verifiable cost price.

(5) The risk of accidental loss or deterioration of the Goods passes to us upon handover at the place of fulfillment. If the parties have agreed to an acceptance then the risk shall be passed at the time of acceptance. Apart from that the provisions of the law on contracts to produce a work shall also apply accordingly. It shall be deemed equivalent to handover or acceptance if we are in default in acceptance.

(6) The statutory provisions shall apply for determining when we fall into default in acceptance. The Supplier must expressly offer us the Supplier's service even if the parties have agreed to a specific or unspecific period or date for action or cooperation on our part (e.g. the provision of materials). If we fall into default in acceptance then the Supplier may demand reimbursement for the Supplier's extra expenses in accordance with the statutory provisions. If the contract involves a non-fungible thing to be manufactured by the Supplier (custom-made item) then the Supplier shall be entitled to additional rights only if we undertake to cooperate and are responsible for failure to cooperate.

Section 5 Prices and terms of payment

(1) The price specified in the order shall be binding. All prices are

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stated including the statutory VAT unless this is listed separately.

(2) Unless otherwise agreed in the individual case, the price shall include all of the Supplier's services and ancillary services (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transportation costs including any transportation and liability insurance). Packaging will be returned only if specially agreed.

(3) The agreed price shall be due for payment within 60 calendar days starting from delivery and performance in full (including any agreed acceptance) as well as receipt of a proper invoice. If we remit payment within 14 calendar days then the Supplier shall grant us a 3% discount off the net invoice amount. In the case of a bank transfer the payment shall be deemed to have been made on time if our transfer order is received by our bank before the expiration of the payment period; we are not responsible for delays caused by the banks involved in the payment transaction.

(4) We can only process invoices if they specify the order number shown on our order document; the Supplier shall be responsible for any consequences resulting due to failure to meet this obligation unless the Supplier proves that the Customer is not responsible.

(5) We shall not owe any interest on maturity. The statutory

provisions shall apply for default in payment.

(6) We are entitled to rights to offset and rights of retention as well as defense of unfulfilled contract as provided by law. In particular, we have the right to withhold due payments as long as we are still entitled to claims against the Supplier due to incomplete or defective services.

(7) The Supplier has a right to offset or right of retention only due to counterclaims that are legally established as final and absolute or are undisputed.

Section 6 Confidentiality and retention of title

(1) The Supplier is obligated to treat as confidential all nonpublic business or technical information and data that becomes known to the Supplier by virtue of the business relationship. The Supplier may use our company name or logo in a list of references or in publications only with our prior written consent.

(2) We retain proprietary rights and copyrights to any diagrams, plans, drawings, calculations, execution instructions, product descriptions and other documents. These types of documents are to be used exclusively for the performance of the contractual service and are to be returned to us upon our request. These are to be kept confidential from third parties, even after the

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end of the contract. The confidentiality obligation shall expire only if and insofar as the information contained in the lent documents becomes public knowledge.

(3) We retain the title to tools, substances, and other resources we may provide for the purpose of completing our orders and these must be handed over to us immediately after fulfillment of the contract or upon our request in the event of delivery problems. Unless these types of things are being processed, the Supplier is to store them, to sufficiently insure them against destruction and loss, and to clearly label them as our property at the Supplier's expense as well as to advise third parties asserting claims thereto of our proprietary right. Any intervention costs shall be borne by the Supplier.

(4) Processing, intermixture, or combination (further processing) of provided things will be carried out for us by the Supplier. The same applies for the further processing of the delivered Goods by us, meaning that we shall be deemed the manufacturer and shall acquire the title to the product in accordance with the statutory provisions at the time of the further processing at the latest.

(5) The transfer of ownership of the Goods to us is to occur regardless of the payment of the price.

However, should we accept an offer by the Supplier to transfer of ownership subject to payment of the purchase price in the individual case then the Supplier's retention of title to the delivered Goods shall expire at the time of the payment of the purchase price at the latest. We remain authorized to resell the Goods in the ordinary course of business even before the payment of the purchase price under assignment in advance of the claim resulting from this. At any rate all other forms of retention of title, particularly retention of title expanded, transferred, and extended to the further processing, are thereby excluded.

Section 7 Defective delivery

(1) Unless otherwise specified, the statutory provisions shall apply for our rights regarding material defects or defects of title of the Goods (including wrong or short delivery as well as improper assembly and defective instructions for assembly, operation, or use) and in the event of other breaches of obligation by the Supplier.

(2) In accordance with the statutory provisions the Supplier is liable in particular for the ensuring that the Goods comply with the agreed properties and/or agreed specifications when the risk is passed to us. At any rate the product descriptions that are the

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subject of the respective contract or were incorporated into the contract in the same way as these GTC of Purchase, particularly through being named or referenced in our order, shall apply as an agreement on the properties & condition. For this it makes no difference whether the product description comes from us, the Supplier, or the manufacturer. The Supplier is also responsible in particular for ensuring that the supplied Goods are free of design, material, and manufacturing defects and meet the latest technological standards.

(3) We shall be entitled without any restrictions to claims for defects without restriction even if there was no knowledge of the defect at the time when the contract was concluded due to gross negligence.

(4) The statutory provisions apply for the commercial obligation to inspect and to give notice of defects with the following proviso: Our obligation to inspect is limited to defects that become evident during our incoming goods inspection under external examination including the shipping documents as well as our quality control by means of random sampling (e.g. transport damage, wrong and short delivery). If the parties have agreed to an acceptance then there is no obligation to inspect. Apart from that it depends on the extent to

which an inspection is feasible in the ordinary course of business while taking the circumstances of the individual case into account. Our obligation to give notice of defects that are discovered later remains unaffected. Our notice of defects shall be deemed to have been provided in due time without undue delay in all cases if it is received by the Supplier within 10 work days.

(5) The costs incurred by the Supplier for the purposes of inspection and supplementary performance (including any removal and installation costs) shall be borne by the Supplier even if it turns out that there was actually no defect. Our liability for damages for unjustified demands for defect rectification remains unaffected; however, in this respect we are only liable if we identified that there was no defect or failed to identify this due to gross negligence.

(6) If the Supplier does not fulfill the Supplier's obligation for supplementary performance - through rectification of the defect (defect rectification) or through the delivery of an thing without defects (replacement delivery), at our choice - within an appropriate period of time that we have set then we have the right to rectify the defects ourselves and to demand compensation or a corresponding advance payment from the Supplier for the expenditures required for

this. If the supplementary performance by the Supplier fails or is unreasonable for us (e.g. due to particular urgency, danger to occupational safety, or threat of the occurrence of excessive damage) then no period is required to be set; we will notify the Supply of these types of circumstances without undue delay or, if possible, in advance.

(7) Apart from that we are entitled to reduce the purchase price or to revoke the contract in the event of a material defect or defect of title in accordance with the statutory provisions. In addition we have a claim to compensation for damages and expenses in accordance with the statutory provisions.

Section 8 Supplier's recourse

(1) We are entitled to our recourse claims with in a supply chain as provided by law (artikel 7:25 e.v. BW) in addition to the claims for defects without restriction. In particular we have the right to demand the specific type of supplementary performance (defect rectification or replacement delivery) from the Supplier that we owe our customer in the individual case. Our statutory right to choose (artikel 7:21 BW) is not restricted by this.

(2) Before we recognize or meet a claim made by our customer (including reimbursement of

expenses in accordance with artikel 7:21 e.v. BW) we will notify the Supplier and request a response in text form including a brief description of the circumstances. If the statement is not provided within a reasonable period and if no amicable solution is reached either then the claim for defects actually granted by us shall be deemed owed to our customer; the Supplier shall be responsible for providing proof to the contrary in this case. (3) Our claims from supplier's recourse apply even if the Goods were further processed by us or one of our customers, e.g. through integration into another product, before their sale to a consumer.

Section 9 Manufacturer's liability

(1) If the Supplier is responsible for damage to a product then the Supplier is to indemnify us against third-party claims to the extent that the cause originates within the Supplier's domain and organizational area and the Supplier is personally liable in the external relationship.

(2) Within the framework of the Supplier's indemnity obligation the Supplier is to reimburse expenditures resulting from or in connection with the filing of a third-party claim including recalls executed by us. We will inform the Supplier of the content and scope of recalls and give the Supplier

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opportunity to respond, insofar as this is possible and reasonable. Further statutory claims remain unaffected.

(3) The supplier is to take out and maintain a product liability insurance policy with a lump-sum coverage of at least EUR 2,5 million per personal injury/property damage event.

Section 10 Intellectual property rights

The Supplier shall guarantee that no third-party rights are violated through the Supplier's delivery. Should a third party nevertheless file a claim against us for such violation of intellectual property rights then the Supplier, insofar as the Supplier is responsible for the violation of intellectual property rights, is obligated to indemnify us against these claims upon initial written request; we are not entitled to make any agreements with the third party regarding such claims, particularly a settlement, without the Supplier's consent. The Supplier's indemnity obligation applies to all necessary expenses that are incurred by us from or in connection with the filing of a claim by a third party.

Section 11 Force majeure

War, civil war, export restrictions or trade restrictions due to a change

in political circumstances as well as strikes, lockouts, operational disruptions, operational restrictions, and other events that make it impossible or unreasonably difficult for us to fulfill the contract are deemed to be force majeure and releases us from the obligation of timely acceptance for the duration of their existence. The contractual partners are obligated to notify each other of this and to adjust their obligations to the changed circumstances in good faith.

Section 12 Limitation

(1) The reciprocal claims of the parties to the contract are subject to a limitation period in accordance with the statutory provisions unless otherwise specified below.

(2) Notwithstanding legal provisions, the general limitation period for defect claims amounts to 3 years starting from the passing of risk. If the parties have agreed to an acceptance then the limitation period shall begin with the acceptance. The 3-year limitation period also applies accordingly for claims due to defects of title, whereby the statutory period of limitation for real thirdparty claims for return remains unaffected; in addition, claims for legal defects are not subject to a limitation period under any circumstance as long as the third party may still assert the right against us,

particularly if there is no limitation.
(3) The limitation periods of the United Nations Convention on Contracts for the International Sale of Goods including the extension specified above apply for all contractual defect claims within the limits of statutory regulations. Insofar as we are also entitled to non-contractual damage compensation claims, the regular statutory limitation period shall apply for this if the application of the limitation periods of the United Nations Convention on Contracts for the International Sale of Goods does not lead to a longer limitation period in the individual case.

Section 13 Data protection

In accordance with Data Protection Act we draw your attention to the fact that the supplier data received within the context of the business relationship will be stored by us exclusively for our own purposes and even with companies affiliated with us for the development of the business relationship. Personally identifiable supplier data will not be disclosed to third parties. The Supplier has the right to information as well as a right to correction, blocking, and deletion of the stored data about the Supplier. Inquiries regarding the exercising of these rights can be sent to the following address:
info@aalberts-st.com

Section 14 Choice of law and jurisdiction

(1) The law of the Netherlands shall apply for these GTC of Purchase and the contractual relationship between us and the Supplier to the exclusion of international uniform law, particularly the United Nations Convention on Contracts for the International Sale of Goods.

(2) If the Supplier is an entrepreneur, a legal person under public law, or a special fund under public law then our place of business in Deurne shall apply as the exclusive – even international – place of jurisdiction for all disputes arising from the contractual relationship. However, in all cases we also have the right to take legal action at the place of fulfillment of the delivery obligation in accordance with these GTC of Purchase or of an overriding individual agreement or at the general place of jurisdiction of the Supplier. Overriding statutory provisions, particularly on exclusive jurisdictions, remain unaffected.