



General Purchase Conditions Batenburg Mechatronica B.V.

Article 1 Definitions

In these Purchase Conditions, the following terms and expressions are hereinafter defined as:

- *Client*: user of these Purchase Conditions;
- *Contractor*: the other party of the Client;
- *Agreement*: the written arrangements between the Client and the Contractor regarding the Delivery of Goods;
- *Delivery*: to provide possession of one or more Goods or provide control thereover to the Client and any installation/assembly of these Goods;
- *Goods*: the goods and/or services to be supplied;
- *Parties*: the Client and the Contractor.

Article 2 Applicability

- a. All general conditions of the Contractor are expressly rejected.
- b. These Purchase Conditions shall apply to all requests, offers and orders relating to the Delivery of Goods by the Contractor to the Client.
- c. In the case of conflict between specially agreed obligations and the Purchase Conditions, the laws of the Netherlands shall apply.

Article 3 Amendments

- a. The Client is entitled at any time in consultation with the Contractor, to amend the size and/or quality of the Goods supplied. Amendments will be agreed in writing or verbally, at the discretion of the Client.
- b. If, to the opinion of the Contractor, an amendment has implications for the agreed fixed price and/or the timing of the Delivery, the Contractor is obliged, before effecting the amendments, to inform the Client in writing of this as soon as possible and within 2 business days at the latest after notification of the requested amendment. If the consequences are unreasonable according to the Client, the Client shall have the right to terminate the Agreement without it being obliged to pay any compensation to the Contractor.

Article 4 Transfer of obligations

- a. The Contractor is not authorized without the written permission of the Client to assign or pledge the performance of the Agreement or claims that such Contractor has on the Client under the Agreement to third parties, wholly or in part. This does not affect the full responsibility of the Contractor for the obligations arising from the Agreement.
- b. In cases of transfer to a third party of (a part of) the obligations of the Contractor in the Agreement, the Contractor is obliged to notify the Client of which security is provided for the payment of VAT, income tax and social contributions, which is prescribed for employers by law.

Article 5 Price and price revision

- a. Prices exclude VAT and include all costs associated with the fulfilment of the obligations of the Contractor.
- b. Prices are fixed, unless the Agreement specifies circumstances that could lead to a price adjustment and the manner in which such adjustment takes place.

Article 6 Invoices and payment

- a. Unless otherwise agreed by the Parties, payment shall take place within 14 days with a reduction of 2% or within 60 days after receipt of the invoice and approval of the Goods.

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General Purchase Conditions Batenburg Mechatronica B.V.

- b. Payment shall be made in the currency specified in the purchase order.
- c. If partial or full advance payment is agreed, the Contractor is obliged to provide security, equal to the amount of the advance. This security must have a length of validity at least equivalent to the length of validity of the Agreement and is payable solely on the communication from the Client that the Contractor is in default.
- d. The Client is entitled to suspend payment if it finds a defect in the Goods. The moment that the Contractor has repaired the defect will be regarded as the date of receipt of the invoice.
- e. Suspension of payment by the Client does not release the Contractor in any way from the obligation to continue to deliver the Goods to the Client in accordance with the agreed conditions.
- f. The Client is entitled to deduct from the amount of the invoice the amounts outstanding by such Contractor to the Client.
- g. Payment by the Client does not imply any waiver of rights.
- h. The Contractor shall send specified invoices to the Client after the Delivery, which will contain the reference provided by the Client.

Article 7 Timing of the Delivery

- a. The agreed timing of the Delivery is of essential importance. In the event of failure to provide timely Delivery, the Contractor is in default without further notice.
- b. The Contractor shall immediately inform the Client of imminent failure to meet the Delivery date, unless otherwise agreed. This does not affect the possible consequences of this failure under the Agreement or statutory regulations.
- c. If a penalty is imposed by the Client on non-timely Delivery, this penalty shall not be *in lieu* of compensation under the law and, in addition to this penalty, performance, compensation and termination may be claimed.

Article 8 Delivery

- a. The Delivery will take place at the agreed place and at the agreed time. Unless otherwise agreed, the Delivery will be DAP (Delivered At Place), according to the most recent applicable Incoterms.
- b. The Client is entitled to postpone the Delivery. The Contractor shall, in such case, properly package, separate and identify the Goods as intended for the Client and store, preserve, protect and insure the Goods at its own risk and account.
- c. The Contractor is only authorized to provide partial Delivery if this has been agreed with the Client and it does not lead to an increase in costs for the Client. The Client is entitled to return a partial Delivery that has not been agreed, for the risk and account of the Contractor. Delivery earlier than agreed, will only take place after the prior written authorization of the Client and will not change the originally agreed payment or guarantee periods.

Article 9 Failure

- a. In the case of an attributable failure by the Contractor, it is in default without further notice.
- b. If the delivered Goods do not conform to the Agreement, the Client may require the Contractor to repair or replace the failed (missing) Goods, at the choice of the Client. The associated costs are for the account of the Contractor. If the Contractor does not fulfil this obligation within a reasonable period, to be determined by the Client, the Client is entitled to have the missing, repair or supply of the Delivery performed by a third party. The Contractor shall be liable for all costs that this entails for the Client.
- c. The Client is entitled to set off statutory interest on amounts that are paid in advance for the period of failure by the Client against payment of invoices.





General Purchase Conditions Batenburg Mechatronica B.V.

- d. The Parties may only invoke non-attributable failure *vis-à-vis* each other if such party notifies the other party in writing of such an action as soon as possible, but no later than 24 hours after the onset of the non-attributable failure. This action must be substantiated by the submission of necessary documentary evidence, which must be provided to the other party within 5 business days.
- e. If the Contractor claims one or more failures are not attributable to it and the Client accepts this argument, the Client is nevertheless entitled to terminate the Agreement. In such case, neither of the Parties is entitled to compensation.

Article 10 Guarantee

- a. The Contractor guarantees that the Goods and any installation/assembly/application thereof conform to that which has been agreed.
- b. The Contractor guarantees that the Goods are complete and ready for use. It ensures that all components that are necessary for achieving the purpose specified in writing by the Client, are supplied, even when not specifically named.
- c. The Contractor guarantees that that which is supplied complies with all relevant statutory provisions relating to, *inter alia*, quality, environment, health and safety.
- d. If the Client finds that the supplied Goods do not (wholly or in part) conform to that which the Contractor has guaranteed in accordance with paragraphs a to c of this Article, the Contractor is in default without further notice.

Article 11 Intellectual and industrial property rights

- a. The Contractor is responsible for the free and undisturbed use by the Client of the supplied Goods. The Contractor indemnifies the Client against the financial consequences of third party claims for infringement of their intellectual and industrial property rights.
- b. The Contractor is entitled to use the information that is provided by the Client within the framework of the Delivery, but only in connection with the Agreement. This information is and remains the property of the Client.

Article 12 Documentation

- a. The Contractor is required to make the accompanying documentation available to the Client prior to or simultaneously with the Delivery.
- b. The Client is free to use this documentation.

Article 13 Liability

- a. The Contractor is liable for any damage, in the broadest sense, which may arise in connection with the performance of the obligations of the Contractor arising from the Agreement.
- b. The Contractor shall indemnify the Client against all financial consequences of claims by third parties connected in any way with the performance of its obligations arising from the Agreement.
- c. The Client has the right to require the Contractor to conclude insurance to cover risks. The Contractor is obliged to allow the Client to inspect such insurance policy, at the first request of the Client.
- d. Unless otherwise agreed, the liability of the Contractor is not limited to the period prior to the Delivery, but extends to the entire lifespan of the delivered product.

Article 14 Transmission of risk and ownership

- a. Ownership of the Goods shall pass to the Client after these are delivered to the address specified by the Client.





General Purchase Conditions Batenburg Mechatronica B.V.

- b. In the event the Client provides the Contractor with materials, such as raw materials, supplies, tools, drawings, specifications and software for the fulfilment of its obligations, these materials remain the property of the Client. The Contractor shall clearly mark these materials as the property of the Client in an indisputable manner. The Contractor shall keep these materials as if they were its property and use them with due care. The Contractor also guarantees that these materials will only be used for the Delivery to which they relate. Transfer of these Goods by the Contractor to third parties is not permitted without the prior written consent of the Client.
- c. At the time the materials, such as raw materials, consumables and software of the Client are processed into the Goods of the Contractor, new Goods exist that are owned by the Client. This is without prejudice to Article 14d.
- d. The risk in the Goods shall pass to the Client at the time of Delivery, and when subsequent approval of the Goods has taken place in accordance with Article 16 of these Purchase Conditions.

Article 15 Confidentiality and prohibition of disclosure

- a. The Contractor shall keep confidential the existence, nature and content of the Agreement and other business information, and shall not disclose anything regarding this without the written permission of the Client.
- b. The Contractor is required to ensure that its employees and any third parties to whom information referred to in paragraph a of this Article is disclosed or communicated in any way, are sufficiently and adequately instructed to keep this information secret and to treat it as strictly confidential.
- c. In the event of violation of the provisions of paragraph a and/or paragraph b, a penalty is payable by the Contractor of € 5,000 for each violation. The penalty is payable immediately and without further notice, without prejudice to the right of the Client to full compensation.

Article 16 Inspection

- a. The Client is entitled at all times to inspect the Goods (or have the Goods inspected) both during the production, processing and storage and after the Delivery. In the event the Goods are inspected after Delivery, this inspection will take place within 10 business days of the Goods being delivered, unless the Goods cannot be inspected or cannot be inspected within the prescribed period.
- b. At the first request, the Contractor shall provide access to the Client or its representative to the place of production, processing or storage. The Contractor shall provide its cooperation with the inspection free of charge.
- c. If an inspection as provided for in this Article, through the actions of the Contractor, does not take place at the intended time or the intended place or if an inspection must be repeated, the costs incurred by the Client for this will be for borne by the Contractor.
- d. In the case of rejection of the delivered Goods, the Contractor shall arrange for the repair or replacement of the delivered Goods within 5 business days of the notification. If the Contractor does not fulfil this obligation within the period prescribed in this Article, the Client is entitled to purchase the required Goods from a third party, or to implement its own measures or have such measures performed by a third party for the account and risk of the Contractor.
- e. If the Contractor does not retrieve the rejected Goods within 5 business days after notification, the Client is entitled to return the Goods to the Contractor for its account.

Article 17 Packaging

- a. The Client is entitled at all times to return the (transport)packaging materials for the account of the Contractor.





General Purchase Conditions Batenburg Mechatronica B.V.

- b. Processing or destruction of (transport)packaging materials is the responsibility of the Contractor. If packaging materials are processed or destroyed at the request of the Contractor, this is for the risk and account of the Contractor.
- c. Any special requirements of the Client regarding the packaging shall be carefully observed by the Contractor.

Article 18 Termination

- a. In the event of failure by the Contractor in the fulfilment of its obligations under the Agreement or other agreements arising therefrom including, *inter alia*, cases of bankruptcy, suspension of payments and cases of cessation, withdrawal of any licences, seizure of (a part of) business property or Goods intended for the execution of the Agreement, liquidation or takeover or any comparable state of the business of the Contractor, the Contractor is in default by operation of law.
- b. In the above cases, the Client is entitled to terminate the Agreement, in whole or in part, without a notice of default and without judicial intervention. In addition to termination, the Client is also entitled to compensation at all times.
- c. Without prejudice to any other rights, the Client may terminate the Agreement, wholly or in part, if the Contractor or one of its employees or representatives enjoys any benefit or is offered any benefit or provides any benefit to a person who is part of the business of the Client or to one of its employees or representatives.
- d. Termination will take place in writing, by means of letter, fax, e-mail to the Contractor, unless agreed otherwise in respect of the Agreement in writing.

Article 19 Order, safety and environment

- a. The Contractor and its employees and third parties engaged by it are obliged to observe statutory health, safety and environmental regulations. Any company rules and regulations of the Client in the areas of safety, health and environment must also be followed. If applicable, a copy of these rules and regulations will be provided to the Contractor on request and without delay at no cost.
- b. If the Goods to be delivered contain substances as specified in Article 4 paragraph 1 of European Directive 2002/95/EG (the "RoHS Directive"), the Contractor shall provide information to the Client about these substances and about the location and quantity in the Goods to be delivered, prior to the execution of the order.
- c. The Contractor guarantees the Client that the Goods to be delivered are in conformity with Section 9 of the Environmental Protection Act (*Wet milieubeheer*), complying with European Directive 2006/1907/EC (the "REACH Directive") which oversees the registration, evaluation and approval of chemical materials.

Article 20 Disputes

- a. Disputes between the Parties, including those that only one of the Parties considers as such, will be resolved through proper consultation where possible.
- b. If the Parties do not reach a solution, disputes will be adjudicated by the competent court in the district of Rotterdam.

Article 21 Applicable law

- a. The Agreement, including these Purchase Conditions, is governed solely by Dutch law. Foreign law and the CISG (*Weens Koopverdrag*) are excluded.
- b. Customary stipulations are excluded, unless expressly agreed in writing.

