

GENERAL PURCHASE CONDITIONS

General purchase conditions of **COMRON INTERNATIONAL B.V.** ('Comron'), with seat in (1422 AD) Uithoorn, Amsterdamseweg 20, deposited with the Chamber of Commerce under file number 34213160.

Article 1: Applicability

- 1.1 These general purchase conditions apply to all sale/purchase agreements as well as the delivery of goods and/or services agreed upon between Comron as the buyer/instructing party and its contracting party as the seller/service provider (hereinafter 'the Seller'), as well as to offers by one party made to the other in the period of time prior to concluding the agreement and the negotiations between the parties.
- 1.2 The applicability of any general conditions of the Seller is herewith explicitly rejected.
- 1.3 The Seller who has once contracted under these conditions, therewith accepts the applicability of these conditions on all its future agreements with Comron.
- 1.4 These conditions do not apply to agreements, where Comron itself acts as the seller of goods and/or services. For such agreements, Comron uses separate general sale conditions.

Article 2: Closing the agreement

- 2.1 Comron is entitled to terminate the negotiations with the Seller at any time. The Seller has in that case no right to claim that the negotiations are to be continued and has no claim for any reimbursement of costs made or profits lost either.
- 2.2 The Seller is held to uphold an offer to Comron for a minimum period of thirty (30) days, or so much shorter or longer as Comron has indicated when requesting the offer.

- 2.3 If the Seller has shown to Comron or supplied Comron with a model or a sample, the goods in question need to be in conformity with this model or sample, unless the Seller has explicitly indicated that the model or sample was only shown or supplied as a general reference.
- 2.4 As soon as the agreement is in place, the Seller cannot terminate or amend this agreement other than with the explicit approval of Comron.

Article 3: Prices

- 3.1 Unless explicitly agreed otherwise, the agreed price includes VAT, other taxes and charges and possible freight and insurance costs.
- 3.2 Should a cost price increasing circumstance occur after concluding the agreement, the Seller is not entitled to raise the price accordingly.

Article 4: Delivery terms

- 4.1 An agreed time for the delivery of goods or the supply of services by the Seller always constitutes a deadline. Upon surpassing this agreed time, the Seller is immediately in breach of contract by force of law, without Comron having to give prior notice hereof. Notwithstanding its other lawful and contractual right and remedies, Comron has upon surpassing the agreed time the right to suspend the fulfilment of its own obligations vis-à-vis the Seller, and to claim fulfilment and damages, or to terminate the agreement and to claim damages.
- 4.2 As soon as any circumstance arises or may be foreseeable giving the Seller reason to assume that it might not (in time) fulfil its contractual obligations vis-à-vis Comron, the Seller needs to inform Comron immediately hereof in writing indicating the nature of the circumstance, the measures taken and to be taken and the estimated duration of the delay, failing which the Seller can

no longer invoke such a circumstance as force majeure. In this case Comron is entitled to suspend its obligations vis-à-vis the Seller.

Article 5: Delivery

- 5.1 The delivery of the goods and the supply of services needs to be done at Comron's, or at another venue to be indicated by Comron. The risk only passes once the goods have been received and are at the factual disposal of Comron through receiving these.
- 5.2 The goods travel for costs and account of the Seller, also in case the goods are returned for any reason.
- 5.3 The dismantling of the goods is for costs and account of the Seller, also in the case that Comron effects the dismantling or assists herewith.
- 5.4 The Seller is held to transfer the ownership of the goods to Comron, without any retention of title, free from arrests, unencumbered and without any rights or claims of third parties on these goods.

Article 6: Payment

- 6.1 The Seller will send Comron a specified invoice for the goods delivered and/or services provided in Euros.
- 6.2 Comron will not be held to pay any invoice earlier than that is has accepted the goods upon delivery and/or the agreed services or activities are fully performed by the Seller.
- 6.3 Notwithstanding its other lawful and contractual rights and remedies, Comron is entitled to suspend its obligation to pay if the Seller is in breach of any obligation under this contract or earlier contracts. Comron is also entitled to set any debt to the Seller off against claims it has as a result of this

contract or earlier contracts, amongst others claims that result from nullity, rescission or termination of the agreement and claims for payment of substitute or additional damages.

- 6.4 Payment by Comron of an invoice does not imply a waiver or limitation of its rights and remedies against the Seller and may never be explained as accepting the goods delivered and/or services and activities provided.

Article 7: Warranties

7.1 The Seller explicitly warrants that the goods:

- are in conformity with the agreement and further additional instructions, specifications or demands;
- are of good quality, without visible or concealed deficiencies and fit for the intended purpose or use;
- are in accordance with all applicable (inter)national laws and legislation, amongst others, yet not limited to the field of product- and environmental safety, health, hallmarks and CE-marks and do not infringe any rights of third parties, including international property rights;
- are delivered without any retention of title, free from arrests, unencumbered and without any other rights or claims of third parties on the goods.

7.2 The Seller warrants that these services and/or activities:

- are provided observing the branch related (inter)national laws and legislation and the prescriptions applying to quality, (environmental) safety and workers' conditions.

Article 8: Liability

- 8.1 The Seller is fully liable for all damages that Comron suffers as a result of any breach in fulfilling its obligations under the contract, explicitly including damages caused in the execution of this agreement and the violation of the warranties in these conditions. Damages explicitly include consequential or operating losses, loss of clients, claims on Comron by any government and the corresponding fines and out of court (recovery) costs.
- 8.2 The Seller is liable for all acts and omissions of its employees, its servants and their employees as if these were its own acts and omissions.
- 8.3 The Seller is held to indemnify Comron against claims of third parties relating to non observance by the Seller of its obligations under the agreement and violation of the warranties. Upon the first request by Comron, the Seller is held to put up security for the full amount, for which it is held to indemnify Comron, and on Comron's terms.
- 8.4 Comron excludes every contractual and non-contractual (strict) liability for damages of the Seller and third parties, irrespective of the nature of the damages, except insofar as the Seller proves that the damages are the result of intent or wilful misconduct of Comron itself or its management.
- 8.5 In as far as Comron would nevertheless be liable for any damages, its liability is limited to the invoice amount that Comron has or will have to pay to the Seller under this agreement. Comron is not liable for lost profit, consequential damages and immaterial damages.
- 8.6 Comron stipulates for the benefit of its directors, employees as well as its servants and their employees the right to invoke the agreement and these general conditions upon acceptance thereof.

Article 9: Conformity and right of retention

- 9.1 Comron will inspect the delivered goods and provided services or activities within a reasonable period of time upon acceptance respectively finalisation of the services or activities. Except in the case of invisible deficiencies or shortcomings, Comron therefore stipulates a period of at least thirty (30) days. Comron will inform the Seller of possible complaints.
- 9.2 With regard to goods that do not comply with the agreement, Comron stipulates a right of retention up until the moment that the Seller has reimbursed all its damages as a result of the breach of contract.

Article 10: Termination of the agreement

- 10.1 Comron's claims on the Seller are immediately due in the following cases:
- when after closing the agreement Comron learns of a circumstance giving good cause to fear that the Seller will not live up to its obligations;
 - in case of liquidation of the company of the Seller, a request or petition for bankruptcy and petition for and/or granting of a moratorium for payment to the Seller.
- 10.2 Notwithstanding Comron's right to damages and its other legal and contractual rights or remedies, Comron is in such cases also allowed to suspend its own obligations, and/or immediately terminate the agreement.

Article 11: Amendments

- 11.1 Comron is allowed to amend or to elaborate on these general conditions. The amended conditions then apply as of the moment indicated in those conditions and from then on replace the existing general conditions. Comron will notify its existing relations of the amendment of its general conditions. With regard to ongoing agreements, the amended conditions apply as of the moment mentioned in these conditions or the accompanying letter,

alternatively, in absence thereof, as of the time that the Seller receives the announcement that the conditions have been changed or receives the amended conditions themselves. Until that time the existing conditions remain in force.

Article 12: Conversion

12.1 If any stipulation in these general conditions is null and void, annulled or rescinded, this stipulation is then replaced by a valid stipulation corresponding as much as possible with the contents and purpose of the invalid, annulled or rescinded stipulation. The annulment or rescission of one of the stipulations leaves the applicability and validity of the other stipulations untouched.

Article 13: Competent court and applicable law

13.1 Disputes between Comron and the Seller will exclusively be resolved by the competent court in Amsterdam.

13.2 The relation between Comron and the Seller is exclusively governed by Dutch law, including private international law, yet excluding the CISG. Dutch law also governs the question as to the applicability and validity of these general conditions.

Article 14: Limitation period

14.1 Each claim against Comron expires by the mere lapse of one year. This limitation period commences on the day following the day on which the claim became due, or the Seller became familiar with possible damages.