

14.3.

The buyer will pay the invoice amount within 60 days of receiving the invoice from the vendor. The buyer has the right to set off any losses suffered as a result of a contractual non-conformity on the vendor's part, as well as any other amounts owed by the vendor to the buyer, against the amount of the invoice.

14.4.

If the buyer disputes the vendor's invoice or part of it, the buyer will inform the vendor of this in writing within 30 days of receiving the invoice, stating the reason for disputing the invoice. The buyer and the vendor will then endeavour to resolve the dispute as soon as possible. The buyer will make all other required payments as soon as he has received a credit invoice (if applicable) from the vendor.

15. Transferability and outsourcing**15.1.**

Without the prior written consent of the buyer, the vendor is not authorised to transfer, in full or in part, rights and/or obligations arising from the agreement to a third party, to encumber them (for example - but not exclusively - with a pledge) or to engage a third party to execute the agreement. The purpose of this article is to prevent an intended transfer or encumbering of the rights (and therefore has effect under property law as provided for in Section 3:83 (2) of the Dutch Civil Code).

15.2.

The vendor's obligations as laid down in the agreement and these conditions will be imposed by the parties as a perpetual clause against the vendor and in the favour of and for the buyer. The vendor is obliged to impose all of the obligations under the agreement and these conditions on all parties with which he enters into an agreement for the execution of the agreement. The vendor is further obliged to stipulate that these parties meet in full all of the obligations under the agreement and these conditions in the agreements that they conclude with third parties for the execution of the agreement. All agreements that the vendor enters into with third parties concerning or in relation to the execution of the agreement must be laid down in writing by the buyer in a contract signed by all contractual parties. The vendor will allow the buyer to inspect these contracts on request and without delay.

16. Development of goods

16.1.

If the vendor develops goods on the instructions or by order of or for the buyer (whether or not in collaboration with the buyer and also if the vendor himself provides input), all intellectual property rights thus created (such as those on these goods and everything related to them) will accrue exclusively to the buyer. To the extent that the buyer does not become the party entitled to the intellectual property rights by virtue of this clause, the vendor will take all de facto and juristic actions needed to make the buyer the entitled party.

The vendor does not have the right to issue or lend the goods provided for in the previous paragraph or identical or similar goods (in the broadest sense of the words) without the explicit prior written permission of the buyer.

17. Use of the buyer's property

17.1.

Unless required for correct compliance with the agreement, without the buyer's prior written approval the vendor will not make use of:

- (a) the agreement or any specification, plan, tender, drawing, sample, model, moulds or suchlike or any other information that the buyer has issued to the vendor in this context;
- (b) any goods owned by the buyer that the buyer has issued to the vendor by virtue of or in direct or indirect relation to the agreement.

17.2.

The goods obtained by the vendor by virtue of the agreement or directly or indirectly in relation to the agreement will be used by the vendor or third parties engaged by the vendor with the consent of the buyer exclusively in the manner and for the purposes required for correct compliance with the agreement.

17.3.

The vendor will treat the goods provided for in the previous paragraph with due care, will correctly maintain them and will insure them against his liability for damage caused to them.

17.4.

Following the execution and/or termination of the agreement the vendor will - if and as soon as this is required by the buyer - return to the buyer all goods provided for in the previous paragraph at his own expense or destroy them (to be decided at the buyer's discretion). None of the goods provided for in the previous paragraph will be destroyed without the prior written request or approval of the buyer.



18. Moulds, jigs, tooling, etc.

If the vendor is commissioned for the production of one or more moulds, jigs, tooling or suchlike (referred to below as 'the moulds'), the buyer will be the owner of these moulds (as soon as they have been produced) and the vendor will keep the moulds for the buyer (until the buyer indicates that he actually wishes to have them in his possession). To the extent that the ownership does not automatically transfer to the buyer under the agreement and these conditions, the vendor will ensure that the ownership of the moulds is transferred to the buyer as soon as possible. The vendor will ensure that the moulds are stored separately whenever possible and marked in such a way that it is clear that they are the property of the buyer.

If the vendor owns or has several moulds in his possession that resemble the moulds produced for the buyer or his client and their ownership is not immediately apparent, all of these moulds will be deemed by the parties to be the property of the buyer. Articles 7, 16 and 17 are applicable by analogy to the moulds.

19. Indemnification and liability

19.1.

The vendor will be liable for all direct and indirect damages caused by defects in the goods delivered and/or activities performed by the vendor and for all other non-compliance with obligations.

19.2.

The vendor will also be liable for all direct and indirect losses suffered by the buyer as a result of the vendor's liability to the buyer on other grounds, including errors made by auxiliary persons and/or other persons engaged by the vendor for the execution of the agreement. Indirect losses include all losses related in any way to the non-compliance including but not limited to loss of profits, missed savings, business interruption, personal injury and damages caused to third parties.

19.3.

In the event of the buyer being held liable by third parties for non-compliance with the vendor's obligations (including contractual and statutory obligations), the vendor indemnifies the buyer against all consequences of this liability. The vendor will further indemnify the buyer at all times against all liability to third parties, including the employees, agents and auxiliary persons of the buyer and the vendor, for personal injury, damage to property and other losses caused as a result of the goods or their delivery or the services or their performance. These indemnifications include the costs of legal assistance and any legal costs incurred by the buyer in this context. The indemnification is also applicable to any penalties imposed on the buyer or third parties as a result of non-compliance with the vendor's obligations.



19.4.

The buyer is entitled but is not obliged to compensate and/or remedy all damage caused by the vendor, directly and at the vendor's expense and risk. The costs involved in this, possibly with the addition of the legal costs and costs of legal assistance paid in this regard by the buyer, will then be paid immediately by the vendor to the buyer, and can be automatically deducted by the buyer from the contract price, or deducted from amounts owed to the vendor.

19.5.

In the event of the vendor's bankruptcy the vendor will be liable for payment to the buyer of a sum equal to 10% of the agreed price as compensation for the loss of possible guarantee claims.

19.6.

Under the Foreign Nationals (Employment) Act it is necessary under certain circumstances for employees to be issued with a work permit. Both the vendor and the buyer may be subject to penalties for failure to comply with the Foreign Nationals (Employment) Act. The vendor is responsible and liable at all times for compliance with the Foreign Nationals (Employment) Act. If the buyer is subjected to a penalty owing to a violation by any party of the Foreign Nationals (Employment) Act, and the violation is related to the conduct of the vendor, the vendor will be liable for all damages such as (but not limited to) the amount of the penalty imposed on the buyer. The vendor indemnifies the buyer against all costs arising from the above.

20. Obligations and indemnification against vicarious tax liability

20.1.

The vendor is obliged during the execution of the agreement to act in conformity with the current laws and regulations and the employment conditions he has agreed with his employees, as well as with any applicable collective labour agreement. More specifically, the vendor will ensure that all wage claims of employees, all social security contributions and wage taxes are paid on time and in full.

20.2.

The vendor will clearly lay down all employment conditions with employees involved in the execution of the agreement.

20.3.

The vendor is obliged to cooperate on demand with all investigations of the competent authorities into the employment conditions that he has agreed and his compliance with them, as well as with audits and/or wage validations.



20.4.

The vendor is obliged, at any time required by the buyer, without delay and in the manner required by the buyer, to provide all information that the buyer wishes to receive in order to enable the buyer to ascertain that the vendor is acting in conformity with current laws and regulations, as well as the employment conditions agreed with his employees and any applicable collective labour agreement.

20.5.

In the event of the vendor learning by any means that obligations under this article or any other article of the agreement are being violated by himself or third-parties he has engaged, the vendor will inform the buyer of this without delay both by telephone and in writing.

20.6.

The vendor is obliged, both at law and otherwise, and at his own expense, to provide the buyer will all assistance concerning the claims and/or demands provided for in this article. More specifically, the vendor expressly and unconditionally indemnifies the buyer against claims brought under Book 7, Title 9, Section 2 (wage claims) of the Dutch Civil Code.

20.7.

The vendor's obligations as laid down in this article will be imposed by the parties as a perpetual clause against the vendor and in the favour of and for the buyer. The vendor is obliged to impose all of the obligations under this article on all parties with which he enters into an agreement for the execution of the agreement. The vendor is further obliged to stipulate that these parties meet in full all of the obligations under this article in the agreements that they conclude with third parties for the execution of the agreement. All agreements that the vendor enters into with third parties concerning or in relation to the execution of the agreement must be laid down in writing by the buyer in a contract signed by all contractual parties. The vendor will allow the buyer to inspect these contracts on request and without delay.

20.8.

The vendor is obliged to pay the wages that he owes to his employees on time and in full. In the event of late and/or incomplete payment of wages by the vendor and the vendor's failure to meet his payment obligations to his employees following a demand made to that effect by the buyer, subject to a term of three working days following the date of that demand, the buyer shall be entitled to dissolve the agreement without legal intervention being required and without the vendor thus gaining any right to compensation for damages. The vendor will in that case forfeit an immediately payable penalty of € 5,000 (in words: five thousand euros), without prejudice to the buyer's right to claim compensation for damages.



20.9.

If the vendor fails to meet or meet in full any obligation under this article paragraph 1 to paragraph 7, the vendor will forfeit an immediately payable penalty, without any notice of default being required, in the amount of € 5,000 (in words: five thousand euros) and € 5,000 (in words: five thousand euros), for each day on which the violation continues, without prejudice to the buyer's right to claim compensation for damages.

20.10.

In addition to the provisions of paragraph 8, the buyer will be obliged, without any legal intervention being required, to dissolve this agreement, without thus gaining any right to compensation for damages, if the vendor fails to meet or meet in full any obligation under this article, also after being held in default subject to a term of compliance of five working days.

20.11.

In the case of dissolution by the buyer by virtue of the provisions of paragraph 8 or 10, or the buyer claiming the penalty provided for in paragraph 9 of this article, all costs and damages incurred and suffered by the buyer, including reputational damage, will be payable in full by the vendor.

20.12.

Reputational damage as provided for in this article will be set at a minimum of € 10,000 (in words: ten thousand euros), without prejudice to the right of the buyer to also recover from the vendor the losses exceeding this amount.

20.13.

The buyer will have the right to set off the amount of the fines against any outstanding amounts. Penalties do not extend to compensation for damages.

20.14.

The supplier undertakes what is necessary to comply to the Progress Europe Code of Conduct / Gedragsregels. A copy of this document is available on request and can be found as a download on our website.

21. Insurance

21.1.

Without prejudice to his obligation to indemnify the buyer in accordance with the above, the vendor will see to it that:

- (a) the required insurance is promptly taken out to cover his liability for personal injury or loss of life caused by or in relation to the goods or their delivery or the services or their performance;





- (b) the required insurance is promptly taken out to cover his liability for damage caused to the property of third parties or other damages caused by his acts or omissions or that of his employees, agents and/or other auxiliary persons in relation to the goods or their delivery or the services or their performance.

21.2.

On the buyer's first request the vendor will provide the buyer with a copy of all possible documents, such as policies and bank statements, showing that the insurance provided for in paragraph 1 of this article has been taken out and that the payable premiums have been paid on time.

21.3.

If and to the extent that the vendor fails to meet his obligations under this article, the buyer will have the right to take out this insurance himself and recover the costs arising from this from the vendor.

22. Guarantee, defects and non-conformity

22.1.

The vendor guarantees:

- a. that the goods are complete and are suitable for their intended purpose if that purpose has been communicated to him or is apparent from the nature of the goods;
- b. that the goods are entirely in keeping with the requirements of the agreement, specifications, drawings, calculations and/or other documents issued by the buyer and fully satisfy the intention of the agreement;
- c. that the goods at least meet the statutory requirements and governmental regulations in Europe and the Netherlands;
- d. that even if the goods are delivered to a place outside of the buyer's industrial areas or sites, the laws and governmental regulations and regulations declared applicable by the buyer and/or the buyer's buyer for that place will be complied with;
- e. that the goods are new, of very good quality and free of design, manufacturing and/or material/raw product faults and that new materials/raw products and expert personnel will be used for the performance of the services and/or work involved in the execution of the goods;
- f. that if the performance of the agreement includes the provision of manpower, that provision meets the statutory requirements and that the workers meet the agreed competence requirements or (if no specific agreements have been made in that regard), that they meet the generally applicable competence requirements and the agreed number of workers will be permanently available for the agreed period;
- g. that he has looked into the intended use and designation of the goods and their place of delivery and that the goods satisfy all of the conditions required or desirable or necessary in connection with their intended application or use and/or consumption, the destination and the local conditions.





22.2.

If reference is made in the agreement and/or its appendices to technical, safety, quality and/or other regulations that have not been added to the agreement, the vendor will be deemed to be aware of them unless he informs the buyer of the contrary in writing. In that case the buyer will provide him with further information about these regulations.

22.3.

If and to the extent that it emerges within the first 3 years following delivery of the goods or the provision of the services that they are defective or are otherwise not in keeping with the agreement (non-conformity), the vendor will rectify that defect or non-conformity immediately on the buyer's request at his own expense or will repay the agreed price (to be decided at the buyer's discretion).

22.4.

If and to the extent that it emerges following the end of the term provided for in paragraph 1 that the goods and/or services are in any other way defective or are otherwise not in keeping with the agreement as a result of:

- (a) a breach of the agreement on the part of the vendor; or
- (b) for any other reason whatsoever,

then the vendor, after being informed by the buyer of the defect or non-conformity in question, will rectify that defect or non-conformity in consultation with the buyer at such a time, within such a period and in such a way that the damage and the nuisance to the buyer are kept to a minimum, without prejudice to the buyer's other rights under the agreement or the law.

22.5.

The defects/non-conformities provided for in paragraph 2 of this article are also subject to the following:

- (a) if and to the extent that the cause of the defects/non-conformity can be attributed to circumstances covered by paragraph 2a of this article, only the vendor's extra costs related to compliance with his obligations under this article will be for his own account; and
- (b) if and to the extent that the cause of the defects/non-conformity can be attributed to other causes, the vendor's extra costs - to the extent that they are reasonable - related to compliance with his obligations under this article will be for the buyer's account, subject to the proviso that the vendor will in that case meet all reasonable requirements of the buyer concerning the registration, demonstration and/or specification of these costs.





22.6.

If and to the extent that the vendor acts contrary to his obligations under paragraph 1 or 2 of this article, the buyer will himself be authorised to rectify the defects/non-conformity at the vendor's expense (or have this done by others), without prejudice to the provisions of paragraph 3 of this article and the buyer's other rights under the agreement or by law.

22.7.

If and to the extent that the buyer incurs costs and/or suffers damages as a result of any defect/non-conformity, the cause of which can be attributed to circumstances covered by paragraph 1 or 2a of this article, the amount of the costs and/or those damages will be paid by the vendor to the buyer.

23. Default and notice of termination

23.1.

If the vendor fails to meet one or more of his obligations under the agreement, the buyer will have the right to hold the vendor in default by means of written notice to that effect or giving notice by email, granting a period of at least seven days in which as yet to comply with his obligations, other than in cases where more urgent compliance is required. If the vendor subsequently fails as yet to comply with his obligations within the set period of time, the buyer will have the right to dissolve the agreement with immediate effect by means of written notice or notice by email to that effect, and then to enter (or cause to be entered) the sites and buildings used by the vendor and his auxiliary persons in order to repossess from there all articles that are important to the goods and/or services in order to complete the goods or their delivery and/or the services or their provision at the vendor's expense if the vendor has failed to do so.

23.2.

If the vendor is declared bankrupt, applies for suspension of payment (provisional or otherwise), enters into a private agreement with his creditors, is dissolved, sells or discontinues his business or if a third party imposes an attachment on the vendor's goods (or an important part thereof), then the buyer will have the right to terminate the agreement by means of written notice or notice by email to that effect and to suspend compliance with his obligations under the agreement and to recover his claims for damages for the losses suffered as a result of the vendor's non-compliances from articles belonging to the vendor that the buyer has in his possession and/or to set them off against any claims that the buyer has on the vendor, without prejudice to the other rights of the buyer under the agreement or by law.





24. Auxiliary persons, proof of identity

24.1.

Prior to or during the performance of the agreement the vendor will, on request, provide written statements to the buyer on the personal details and all employment conditions (and changes to them) of all supervisory and implementing auxiliary persons involved in the delivery of an article. All of these auxiliary persons must be in possession of a written document signed by the vendor and the auxiliary person in question demonstrating that they are employed by the vendor. This document must be presented together with proof of identity to the persons designated for this purpose by the buyer, referred to below as the supervisors, when entering and during presence at and on leaving the premises of the buyer, without delay and in a proper manner for inspection

24.2.

If the buyer issues a permit and/or badge when entering the site or thereafter, the covering note must be presented without delay and in a proper manner on the first request of the supervisors. The badge must be attached at all times and clearly visibly to the clothing. A permit and/or badge must be handed in to the supervisors on leaving the site, if necessary with the required information.

25. Working hours

25.1.

Unless otherwise agreed in writing, the working hours of the vendor and the auxiliary persons are the same as those laid down for the personnel employed by the buyer.

The auxiliary persons will if required use the time registration system and/or equipment prescribed by the buyer.

25.2.

Inspections, tests, commissioning, trials, repairs and maintenance will be carried out by the vendor during the hours and days indicated by the buyer.

26. Activities, order measures, etc.

26.1.

The hygiene, order and safety provisions operated by the buyer are fully applicable to the vendor and his auxiliary persons unless otherwise agreed in writing. The buyer has the right to deny the vendor's auxiliary persons (further) access to the site if, in the judgement of the buyer, they do not or do not sufficiently act in conformity with the regulations. The vendor will make timely written requests in advance to the buyer to inform him about the above provisions if and to the extent that they are not known to him.



26.2.

The buyer has the right to check on arrival at, during the time at or when leaving the site whether the vendor and/or his auxiliary persons are carrying any items with them and, if so, which items they are.

26.3.

The vendor will provide at his own expense all auxiliary materials, tools and industrial clothing required by himself and his auxiliary persons for the work. If the vendor and/or his auxiliary persons use auxiliary materials and tools of the buyer, they will be deemed to have taken receipt of them completely, in good technical and outward condition, unless they have communicated any non-conformities, defects or neglect in writing on taking receipt of them.

After using them they will be obliged to return these goods to the person appointed by or on behalf of the buyer for that purpose, in the condition in which they received them. The vendor will be liable for all damages caused by damage, non-conformities and defects established by the buyer following the return of the goods.

The vendor will be liable for all damages caused by or as a result of the use of the aforementioned auxiliary materials and/or tools.

26.4.

The goods used by the vendor and/or his auxiliary persons must meet the customary hygiene and safety requirements and those to be set by the buyer.

27. Storage

27.1.

The vendor may not store on the site of the vendor any more goods, including materials, auxiliary materials and tools, than are deemed necessary by the vendor for the immediate execution of the agreement. The storage costs and liability for damages caused as a consequence of damage and/or injury of and/or by the aforementioned goods or the destruction and loss of the goods will remain at the vendor's expense and risk.

27.2.

The vendor will remove at his own expense and risk all dirt, waste, surplus materials and substances left behind by himself or his auxiliary persons. The vendor guarantees to the buyer that the current environmental regulations will be complied with during the execution of the agreement. He will compensate the buyer for all damage caused by non-compliance with these regulations and indemnify the buyer against claims of third parties in his regard.





28. Force majeure

28.1.

In the event of force majeure or imminent force majeure, the vendor will immediately inform the buyer in writing or by email of the nature of the force majeure situation, its expected duration and its likely implications.

28.2.

If the vendor fails to provide this information immediately or in full, the vendor will not be authorised to invoke force majeure. The vendor will not under any circumstances be authorised to invoke force majeure in the event of strikes by him or his auxiliary persons.

28.3.

In the event of force majeure the buyer will have the right to dissolve the agreement by means of a written statement or a statement by email to that effect, unless:

- the vendor adequately demonstrates in the judgment of the buyer that he will still be able to deliver within such a period that no damages will be caused to the buyer, and
- the vendor confirms in writing that he will compensate all losses suffered by the buyer and furnishes security deemed sufficient for that purpose by the buyer.

28.4.

The buyer does not owe any wages and/or other payments or costs for the goods used or to be used by him, including machinery, tools and other equipment, or any other costs or damages to or for the vendor or his auxiliary persons over the period that these persons or legal entities are prevented from delivering as a result of a strike, industrial unrest or other causes affecting the buyer or third parties involved directly or indirectly with the buyer.

29. Confidentiality

29.1

Unless required for correct compliance with the agreement, the vendor will, without the prior written approval of the buyer to the contrary, observe strict confidentiality regarding the content of the agreement and everything directly or indirectly related to it, including all information about the company of the buyer that the buyer has issued to the vendor or which has otherwise come to the vendor's notice, the disclosure of which would cause any form of damage to the buyer. The vendor will ensure that his employees, agents and other auxiliary persons observe the same duty of confidentiality.





29.2

In the event of breach of the aforementioned confidentiality agreement by vendor or by a person for whom the vendor must ensure that the same duty of confidentiality is observed, the Vendor shall forfeit to the buyer an immediately due and payable penalty of Euro 25.000 per breach without prejudice to the right of the buyer to claim, in addition to the fine, full damages for any loss suffered the buyer, caused by the seller.

30. Exclusion from other conditions

Any general conditions of the vendor to which reference is made or which are stated in or attached to the vendor's offer or any other document that forms part of or is related to the agreement will not be deemed to form part of the agreement.

31. Buyer's rights

The provisions of these purchasing conditions will not be effective to the extent that they have a restrictive effect on other, more comprehensive conditions of the buyer by law, under the agreement or otherwise.

32. Applicable law and disputes

32.1.

This agreement will be governed exclusively by Dutch law.

32.2.

All disputes between the buyer and the vendor arising from the agreement or directly or indirectly in relation to it will be referred for adjudication exclusively to the court with competent jurisdiction in Zutphen, unless otherwise required by mandatory law.

