

General purchase conditions of VMI Holland BV

Article 1 Bound by these general purchase conditions

- 1 The buyer (**VMI Holland B.V.**) will receive from the seller a statement of the technical specifications and the quantities, delivery date and place preferred by the buyer in an offer for the goods and/or services to be supplied by the seller to the buyer subject to these general purchase conditions.
- 2 The purchase agreement between buyer and seller (the "**Purchase agreement**") will be concluded if an order is placed by the buyer with the seller (the "**Order**") after receiving the offer from the seller, and this Order is confirmed by the seller to the buyer (the "**Order confirmation**").
- 3 The buyer can prescribe that the seller use a certain digital form for the order confirmation and set a deadline by which the buyer has received it.

Article 2 Amendments

- 1 Amendments to the Purchase agreement and deviations from these general purchase conditions only come into force if they are agreed in writing (digitally) between the buyer and seller.
- 2 If the amendments lead to an increase or decrease in the costs, any resulting change in the purchase price must be agreed in writing or digitally between the parties.

Article 3 Quality and description

Taking into account the provisions in the Order and the associated technical specifications, the goods to be supplied should:

- a match the specifications in the Order in terms of quantity, description and quality;
- b be made from the materials specified by the buyer in the relevant specifications and in a way that conforms with the agreed specifications;
- c be the same in all respects as any samples or models made available or provided by the buyer and/or seller;
- d deliver the performance (capacity, return, speed, finishing, etc.) described in the Order confirmation;
- e be entirely suitable for the purpose made known to the seller.
- f be accompanied at the buyer's request by a "certificate of origin";
- g be provided at the buyer's request with a specific "service interval" regarding the essential maintenance of the goods to be supplied

Article 4 Test and Inspection

- 1 Before shipment, the seller shall carefully test whether the goods match what was agreed, if that is standard practice for the goods in question. At the buyer's request, the seller will inform him/her well in advance of the time and place of the test to allow the buyer to be present free of charge. The seller will also provide the buyer with a test and inspection report upon request. If the buyer requests it and notifies the seller in time, this inspection can be done by an independent research institute appointed by the buyer and at his expense.
- 2 The buyer has the right to inspect the goods during manufacture, processing and storage. If the buyer exercises this right, the seller will

ensure or commission facilities that could be reasonably requested by the buyer free of charge.

- 3 If the buyer ascertains through inspection as a result of the above two paragraphs that the goods to be delivered do not match the description in the Order confirmation, or it seems likely that when manufacturing is complete, that will be the case, the buyer will inform the seller immediately. The seller is then obliged, without prejudice to the stipulations in articles 8 and 10, to take all necessary measures to ensure the technical specifications given in the Order confirmation are met.
- 4 The seller who disputes the outcomes of the inspection by the buyer or by the independent research institute he appointed is authorised to conduct or have a loss assessment done at his own expense. If based on the reports of these inspections no agreement can be reached between the parties, a dispute has arisen to which article 18 of these general purchase conditions applies.

Article 5 Packaging and shipment; damage or loss of goods during transport

- 1 The goods must be soundly packaged and reach their destination in good condition. The seller shall provide sufficient insurance against the risks that could be reasonably expected during transport to the buyer's satisfaction.
- 2 The goods will be delivered by the seller or sent for transport to the agreed place(s) stated in the Order confirmation (Incoterms) or agreed subsequently.
- 3 The seller will repair or replace, free of charge, any goods damaged or lost during transport. Replacements for goods lost during transport will be delivered by the seller within 24 hours after the agreed delivery deadline.

Article 6 Transfer of ownership and risk

The ownership of and the risk for the goods are transmitted to the buyer in agreement with the agreed Incoterms and after the buyer accepts the goods.

Article 7 The buyer's property

- 1 All models, dies, films, drawings, photos, stamps, other image, sound and information carriers or other aids provided to the seller by the buyer or prepared or purchased by the seller for and as instructed by and at the expense of the buyer will remain or become the property of the buyer, respectively, and will be labelled as such by the seller so that they are recognisable as the buyer's property.
- 2 The seller will keep such aids in good condition and insure them against fire and theft and keep them insured as long as they are under his supervision.
- 3 The seller will give these aids in good condition back to the buyer upon request. If the seller does not return, returns only some or damaged aids to the buyer, the seller owes the buyer compensation. The buyer is authorised to deduct the compensation from the purchase sum he has to pay.
- 4 The seller is not permitted to use the aids for

any other purpose than preparing the goods intended for the buyer for delivery; he is also not permitted to provide these aids to third parties.

- 5 The seller is obliged to take measures to insure the confidentiality of all data, information and all other items listed in par. 1 supplied to him by the buyer.

Article 8 Time of delivery; termination in the event of delay

- 1 The seller will deliver the goods at the date and time of delivery specified in the Order confirmation.

- 2 As soon as the seller becomes aware that the goods may not be delivered on time, he will notify the buyer immediately. If the parties do not manage to resolve the consequences of this delay to their mutual satisfaction, the buyer is authorised to terminate the Purchase agreement after issuing a notice of default with a deadline of one week after being informed of the delay. The seller is liable for any damage the buyer incurs through the delay and through being informed too late of the delay (potential delay).

This termination applies not only to goods that have not yet been delivered, but also to the goods that had already been delivered on the basis of the same purchase agreement, if those goods can no longer be effectively used due to the absence of the remaining goods. The seller is liable for any damage the buyer incurs through the delay and through being informed too late of the delay (potential delay).

- 3 When terminating the Purchase agreement, the buyer is authorised to return to the seller at the latter's expense and risk the goods already supplied on the basis of the same Purchase agreement but which can no longer be effectively used and demand back from the seller the payments he may have made for these goods.
- 4 When the Purchase agreement is terminated, the seller is obliged to compensate the buyer, not only for the damage specified in par. 3, but for all further damage that the buyer may have suffered e.g. from a substitute transaction or profit loss.

Article 9 Testing and rejection

- 1 If a test or inspection has not been done already during or after manufacture in line with article 4, the buyer is authorised to test goods that require or should have a test or inspection due to their technical nature or have them tested after delivery. The buyer is obliged to allow the seller to be present during testing.
- 2 If shortcomings are uncovered by the testing, the seller is obliged to have them repaired as soon as possible, but definitely within 24 hours.
- 3 If repair of the shortcomings is impossible, or is not a realistic option given the time and cost involved (to be decided solely by the buyer), the buyer is authorised to reject the goods.
- 4 The provisions in the preceding paragraphs apply analogously to goods that do not require testing but which upon delivery appear not to match or not entirely the conditions and specifications of the Order confirmation.

5 The buyer shall inform the seller immediately of the rejection. If the parties cannot come to any agreement concerning the delivery of replacement goods, the buyer is authorised to consider the Purchase agreement terminated after issuing a notice of default with a deadline of one week without judicial intervention. The provisions in article 8, par. 2, 3 and 4 apply analogously to this termination.

6 After the termination, the buyer is obliged to return the already delivered goods to a place specified by the seller as soon as possible at the seller's expense and risk. Through this delivery, the ownership of the already delivered goods is transferred back to the seller. After the termination, the seller is obliged to pay back immediately to the buyer the sums of the purchase price already paid.

Article 10 Guarantee

1 The seller is liable for damage to and caused by the goods arising during the guarantee period specified in the Order confirmation unless the damage is a consequence of a design fault made by the buyer or incorrect use of the goods by the buyer.

2 To meet his liability obligations, the seller is obliged to repair or replace the goods or the faulty parts of them within 24 hours free of charge. The seller remains liable for further damage.

Article 11 Price and payment

1 The purchase price includes, unless agreed otherwise, the price for the goods, the cost of packaging, the transport and delivery costs to the place specified by the buyer.

2 The buyer is authorised to deduct the additional costs he has incurred in agreement with these conditions from the purchase sum he owes.

3 The buyer is obliged to pay the seller the agreed price, plus or minus the provisions in the previous two paragraphs, at the time(s) documented in the Order confirmation.

Article 12 Legal requirements

1 The seller guarantees that the design, composition and quality of the goods that must be supplied on the basis of the Order confirmation meet all applicable requirements in all respects that are imposed by law and/or other regulations set by the government/authorities that are in force at the time of concluding this agreement.

2 The provision in par. 1 also applies to the normal use of the goods.

Article 13 Intellectual property rights; infringements

1 The seller shall indemnify the buyer from claims made by third parties due to infringements to their patents or models or other intellectual property rights alleged by third parties with reference to the manufacture, repair or use of the goods supplied.

2 If any intellectual property right applies in the buyer's name to the design of the supplied goods, the provision in article 7, par. 5 applies analogously.

Article 14 Corporate social responsibility and sustainable business practice

When the buyer accepts the Order confirmation, the seller must also sign the Code of Supply of the buyer's parent company- TKH N.V. which is handed by the buyer to the seller.

Article 15 Termination

1 Without prejudice to the provision in articles 8 and 9, the Purchase agreement is terminated by a written statement at the moment that the seller is declared bankrupt, requests a provisional moratorium, or loses the power of disposition over his capital or part of it through seizure, a guardianship order or other manner, or a request of the seller, a natural person, is granted by the court to be allowed to participate in a debt management scheme.

2 Due to the termination, existing reciprocal claims are made immediately due and payable. Article 8 is analogously applicable.

Article 16 Compensation

1 The seller will indemnify the buyer completely for all damage to goods or people that may arise for the buyer, his personnel or his buyers from or as a result of actions if they can be considered a form of breach of contract or unlawful act of the seller, his personnel or other people involved by the seller in carrying out the Purchase agreement. This includes the damage that may arise due to the presence, use or supply or removal of the seller's property, or that of his personnel or other people involved by the seller in carrying out the Purchase agreement.

2 The seller shall indemnify the buyer completely from claims made by third parties for compensation for damage as specified in par. 1. If a claim of this nature is made by a third party against the buyer, the buyer will inform the seller immediately by sending him the necessary details. For the rest, the buyer will refrain from every action in this matter, unless the seller gives him permission to do so or the seller remains in default by not fending off the third party's claim.

Article 17 Applicability

These general terms and conditions apply to all offers and acceptances by the buyer. If the seller refers to other terms and conditions in his offer or acceptance, their applicability is expressly rejected.

Article 18 Applicable law and dispute resolution

These general terms and conditions are subject to Dutch law. The provisions of the Vienna Sales Convention (UN treaty on international purchase agreements, Vienna, 11 April 1980, *Trb* 1981, 184 and 1986, 61) do not apply to these general terms and conditions. All disputes that may arise between the parties arising from the Purchase agreement or other concluded agreements and other actions associated with the Purchase agreement, as for example (not exclusive) unlawful acts, undue payments and baseless enrichment, will be decided by the Court of Zutphen, unless jurisdiction rules stand in the way of this choice.