

GENERAL PURCHASING AND (SUB)CONTRACTING TERMS AND CONDITIONS (version 09-2018)

General Purchasing and (sub)contracting conditions of BV Metaalwareninidustrie Witte van Moort in Vriezenveen, the Netherlands

General

Article 1: Applicability

1.1. Client is the natural or legal entity using these purchasing conditions. The other party shall be referred to as Contractor. In these conditions, the term 'work' shall include the provision of services.

1.2. Articles 1 up to and including 16 of these conditions shall apply to all offers made to Client, to all agreements concluded between Client and all agreements that may result therefrom. In addition, Articles 17 up to and including 25 shall apply if such offers or agreements relate to the (sub)contracting of work and/or the provision of services.

1.3. Any deviations from these general purchasing and (sub)contracting conditions shall only apply if confirmed by Client to Contractor in writing.

1.4. In case of conflict between the content of the agreement concluded between Client and Contractor and these general conditions, the provisions laid down in the agreement shall apply.

Article 2: Offers

2.1. Client shall not reimburse any costs made in connection with any offers or quotations, including any costs related to advice, drawings etc. made by or on behalf of Contractor.

2.2. All written offers and quotations of Contractor shall be irrevocable for at least 30 days after receipt by Client, unless otherwise agreed in writing.

Article 3: Delivery time and delivery

3.1. The agreed delivery time and/or performance period shall be strict. If the delivery time and/or performance period are exceeded, Contractor shall be deemed to be in default of performance of law. As soon as Contractor knows or should know that the agreement will not be performed, or will not be performed timely or properly, he shall immediately notify Client.

3.2. Contractor shall be liable for any damages suffered by Client as a result of the fact that the delivery time and/or performance period as referred to in Article 3.1 are being exceeded.

3.3. Contractor shall take all necessary and possible actions to ensure all deliveries are made on time. Contractor shall immediately inform Client if he becomes aware of an event due to which he may not be able to deliver on time or due to which he may not be able to deliver the quantities as laid down in the agreement. Contractor shall also inform Client in writing as to how he will try to minimize the effect of such event.

3.4. Client shall be entitled to refuse and/or return non-agreed partial deliveries at the expense and risk of Contractor. In the event that Contractor delivers quantities not agreed to by Client, Client shall be entitled to refuse and/or return the quantities in question at the expense and risk of Contractor. Client shall be entitled to return any goods already delivered if Contractor fails to deliver any subsequent partial deliveries due to which the previously delivered goods cannot be used or are more difficult to use.

3.5. If Contractor wishes to make an early delivery, prior written consent of Client is required.

3.6. In the event Contractor fails to perform (any part of) the agreement, Client shall assess whether (parts of) the agreement can be reasonably amended, possibly resulting in an amended written agreement. Contractor shall immediately confirm the amended agreement in writing.

3.7. If Client cannot reasonably amend the agreement or if Client does not comply with the potentially amended agreement, Client shall be entitled to terminate the agreement extra judicially by means of a registered letter, taking into account all consequences as described in Article 3.8, and/or to purchase the goods elsewhere at the expense of Contractor, irrespective of all Client's other rights, including the right to full compensation.

3.8. The documents pertaining to the goods, such as certificates (CE declarations), attestations, packing lists, instruction manuals, lists with spare parts, maintenance instructions and so on, should be included in the delivery. If any documents are missing, the delivery shall be considered incomplete.

3.9. Contractor shall not make any changes to (any part of) the agreement, including (but not limited to) changes in quantity, design, processing, packaging, shipment, or date or place of delivery, unless Client has given instructions or its written consent to do so.

3.10. Contractor shall have the right to request any changes with respect to the "deliveries," including changes in quantity, design, processing, packaging, shipment, or date or place of delivery. If such a request is made, Client shall give due consideration to the reasonable interests of Contractor. If the price will change (increase or decrease) due to such a request for changes, Contractor and Client shall agree on the price and shall then agree in writing on a reasonable adjustment of Contractor's fee.

Article 4: Prices

4.1. The prices referred to in the offer are based on delivery Free Domicile or "Delivered Duty Paid" at the agreed location, pursuant to Incoterms 2010. All prices are fixed, excluding VAT, including proper packaging.

4.2. Any increase in price shall and will continue to be borne by Contractor even after conclusion of the agreement, irrespective of the period elapsed between the date on which the agreement has been concluded and the date of its execution.

4.3. Client shall only be required to pay for deliveries not included in the purchase order (additional work), if such deliveries have been previously agreed by Client in writing.

4.4. Any increase of price proposed by Contractor, for products and services supplied on a recurring basis, shall only be considered if submitted to the Purchasing Department of Client in writing at least 3 months before the end of the calendar year.

Article 5: Transfer of risk

5.1. Any delivery shall be Free Domicile or "Delivered Duty Paid" at the agreed location pursuant to Incoterms 2010.

5.2. If delivery prices agreed upon are on an 'ex works' basis and Contractor nevertheless provides or arranges transportation, the risk of loading and transportation shall be borne by Contractor.

5.3. If the goods are collected by or on behalf of Client, Contractor shall help loading the goods without charging any costs.

Article 6: Inspection and tests

6.1. Client, its principal and the Board of Directors of the work shall at all times be entitled to inspect or test the ordered or delivered goods and/or the work (in progress). In that case, Contractor will provide such facilities as may reasonably be required, at its own expense and risk.

6.2. If the goods/the work are/is rejected by Client and/or its principal and/or the Board of Directors of the work, the costs of the inspection referred to in Article 6.1 shall be borne by Contractor. Any inspection or approval shall not relieve Contractor of any warranty or liability arising from these conditions, nor shall it constitute a waiver of claims.

6.3. Contractor shall comply with laws and regulations and shall, at Client's request, provide documentary evidence thereof and shall assist Client during official audits. Contractor shall also ensure that its supply chain complies at all times.

Article 7: Rejection

7.1. If the goods delivered or the work carried out by Contractor do not meet the requirements set out in the order and/or specification, Client shall be entitled to reject the goods/the work. Acceptance of the goods or payment for the goods or work does not constitute acceptance thereof. Regardless of any approval, the goods and the work will continue to be at Contractor's expense and risk.

7.2. If Client rejects the goods and/or work delivered, Contractor shall be required to, within a period to be determined by Client:

- repair the goods free of charge or, at Client's discretion;
- replace the goods and/or perform the work again or have it performed again free of charge, pursuant to the agreement.

7.3. If Contractor fails to meet its obligation referred to in Article 7.2, or fails to do so within the set period, or to the satisfaction of Client, Client shall be entitled to perform the work or to have someone perform the work referred to in Article 7.2 at the expense of Contractor. Client shall be entitled to set off the costs incurred against the amounts to be paid to Contractor.

Article 8: Intellectual property rights

8.1. "Intellectual Property Rights" include, among others, copyrights, database rights, design rights, trademark rights, patent rights and the right to acquire these Intellectual Property Rights by application, filing, registration, or otherwise.

8.2. "Intellectual Property Rights on Work" are all Intellectual Property Rights on work, goods and resources, such as drawings, models, templates, moulds and tools, created during or for the performance of the agreement between Contractor and Client.

8.3. All Intellectual Property Rights on Work shall belong to Client. Contractor shall hereby already transfer such rights to Client to the extent possible and shall, at Client's first request, immediately perform any additional actions required for the transfer.

8.4. Client shall not have to pay Contractor any compensation for the (transfer of) the Intellectual Property Rights on Work.

8.5. Contractor shall waive the moral rights referred to in Article 25, paragraph 1 (a) of the Copyright Act. Moreover, Contractor shall also waive the moral rights referred to in Article 25, paragraph 1 (b) and (c) of the

Copyright Act insofar as these rights are related to changes in the work, the goods or the name thereof. Contractor shall not invoke the authority granted in Article 25 paragraph 4 of the Copyright Act.

8.6. Contractor shall guarantee that the goods and work to be delivered to Client and the Intellectual Property Rights on work do not infringe the rights of any third parties, including any Intellectual Property Rights, and shall indemnify Client against all claims in this respect. Contractor shall compensate Client for all damages resulting from any such infringement.

Article 9: Confidentiality

9.1. All models, design data, drawings and other documents etc. Client provides to Contractor, as well as any know-how that Contractor gained via Client, shall be confidential and shall not be used by Contractor for any purpose other than to fulfill its obligations under the agreement with Client.

9.2. The data referred to in Article 9.1 shall not be disclosed or reproduced to Contractor unless Client has given its written consent. If Contractor is required to provide such confidential information to its employees for the performance of the agreement, Contractor shall be required to ensure that its employees comply with the confidentiality obligation under this agreement before they take note of the information provided by Client.

9.3. If Contractor must disclose the data referred to in Article 9.1 to (a) third party (parties) to be able to perform the agreement, Contractor shall undertake to impose on such third party (parties) a confidentiality obligation as referred to in this Article.

9.4. If Contractor violates one or more of the above obligations, Contractor shall owe Client an immediately payable fine of 10% of the total amount of the order with a minimum of € 10,000.

9.5. The fine referred to in Article 9.4 may be claimed in addition to any replacement and additional compensation under the law. Client shall be entitled to settle this fine and/or compensation with any amounts to be paid to Contractor.

9.6. The rights and obligations under Article 9 shall continue to apply after the existing agreement between parties is terminated.

Article 10: Non-competition

Contractor shall refrain from making, either directly or via a third party, any quotations and/or offers regarding the Work to the principal, unless it has obtained prior written consent of Client.

Article 11: Resources

11.1. All resources, such as drawings, models, templates, moulds and tools, which are provided by Client to Contractor for the performance of an agreement or which Contractor has especially created or has commissioned to be created as part of the agreement with Client, shall remain or become the property of Client at all times, whether paid for or not.

11.2. All resources and all copies made thereof shall be made available or returned to Client at the first request.

11.3. As long as Contractor has the resources, Contractor shall mark them with an indelible characteristic indicating that the resources are the property of Client. Contractor shall inform any third parties wishing to claim such resources of Client's property rights.

11.4. Without prejudice to the provisions of Article 9 of these conditions, Contractor shall not use the resources referred to in this Article for the delivery of any goods and work for Client and shall not show such resources to any third parties unless Client has given its explicit written consent. Contractor shall bear the risk of loss or damage and shall be required to insure such risk at its own expense.

11.5. After expiry of the retention period customary in the industry, Contractor shall consult with Client regarding the desirability of further storage.

Article 12: Liability

12.1. Contractor shall be liable for any direct and indirect damages resulting from any shortcoming or wrongful act on the part of Contractor, its employees or auxiliary persons, including any damages resulting from the presence and/or use of any goods used by Contractor for the performance of the Agreement.

12.2. Contractor shall fully indemnify Client against any third-party claims for compensation of damages as referred to in the previous paragraph.

Article 13: Insurance

Contractor shall, upon request and to the satisfaction of Client, demonstrate that it has taken out adequate insurance, at its own expense, to cover any damage suffered by Client as a result of any actions and omissions of Contractor and/or any third parties engaged.

Article 14: Warranty

14.1. Contractor shall warrant, for a period of 36 months after commissioning, that the goods delivered and work delivered are of good quality, free from construction, material and manufacturing defects and that they comply with the agreement, unless otherwise agreed.

14.2. Contractor's warranty and any right of Client to invoke the warranty shall remain in effect even if Client has accepted the goods and/or services in whole or in part.

14.3. During the warranty period, Contractor shall repair any defects in the goods and/or the work without delay and in consultation with Client or, at Client's discretion, replace the defective goods or defective (parts of) the work.

14.4. Contractor shall bear all costs related to the repair of the defect or for replacement of the goods and/or work, also including the costs of commissioning the goods and/or work after said repair or replacement. If the goods and/or work are part of a larger object, the costs of commissioning that larger object shall also be borne by Contractor.

14.5. If Contractor fails to fulfill its warranty obligation as laid down in this Article, Client shall be entitled, at Contractor's risk and expense, to perform the work associated with the warranty or to have someone perform such work. Client may offset the costs incurred against the amounts to be paid to Contractor.

Article 15: Payment

15.1. Payment shall be made, to the extent possible, within the agreed payment term, unless Client files a complaint after receipt of the goods, including the related documents, regarding the quantity and/or quality of the goods delivered.

15.2. In case of any advance or instalment payments, Client shall be entitled to demand that Contractor provides, at Client's discretion, adequate security to ensure that Contractor complies with its payment obligations. If Contractor fails to comply within the set period, it shall be immediately in default. In such case, Client shall have the right to dissolve the agreement and reclaim its damages from Contractor.

15.3. Client shall at all times be entitled to offset any amounts that parties are entitled to claim from one another against its payment obligations.

15.4. Client shall be entitled to pay Contractor any social security contributions and payroll tax Contractor has to pay in respect of the work, for which it is liable pursuant to the Dutch Sequential Liability Act, by transferring the contributions and payroll tax to the Contractor's G account or to the escrow account held by the Tax Collector on behalf of Contractor.

15.5. Without prejudice to the provisions of the previous paragraph, Client shall at all times be entitled to withhold the aforementioned amounts in respect of social security contributions and payroll tax from the (sub) contracting costs and pay such amounts directly to the Tax Collector on behalf of Contractor.

15.6. In case of early delivery, payment shall be made in accordance with the original payment terms (in case of delayed or inadequate delivery, Client shall be entitled to suspend its payment obligation, irrespective of all other Client's rights. (12)

15.7. If Client has to make one or more down payments exceeding that exceed an amount of EUR 20,000, Contractor shall provide Client with a bank security or any other immediately enforceable security to cover such down payments, in a form satisfactory to Client and to the value of the down payments to be made by Client.

Article 16: Applicable law and choice of forum

16.1. Dutch law shall apply.

16.2. The Vienna Sales Convention (C.I.S.G.) shall not apply, nor shall any other international regulations of which exclusion is permitted.

16.3. Only the Dutch civil court that is competent in the place where Client has its seat shall hear any disputes, unless this is contrary to the mandatory rules of law. Client may deviate from this rule of jurisdiction and apply the statutory rules governing jurisdiction.

16.4. Parties may agree on another form of dispute resolution, such as arbitration or mediation.

(SUB)CONTRACTING/SERVICES

Article 17: Prohibition on assignment/pledging

Contractor shall not be allowed to assign, pledge or transfer, under any title whatsoever, its claims against Client arising from the agreement without Client's consent.

Article 18: Obligations Contractor

18.1. Contractor shall:

- Have a valid certificate of registration with the relevant Netherlands Employee Insurance Agency (in Dutch UWV), to the extent that the

agency provides such certificate. Upon request, Contractor shall show this certificate of registration to Client.

- Provide Client with a recent extract (not older than three months) from the Trade Register of the Chamber of Commerce, upon request;
- Provide Client with a list of all employees to be deployed and a copy of a valid identity document of each employee (before he/she starts to work for Client) and, if requested, with any pay slips;
- Provide Client with a man-day register, which includes the name, address, postal code, place of residence, social security number, date of birth and number of hours worked per day for each of Contractor's employees;
- Strictly comply with all obligations Contractor has towards the employees it employs;
- Strictly comply with all statutory obligations with respect to the payment of social security contributions and payroll tax related to the work assigned to Contractor, and strictly comply with the applicable collective labour agreements upon request and free of charge with all information necessary for its records and/or for the records of its principal;
- If the Dutch Sequential Liability Act applies, keep its records in such a manner that the following documents or data can be immediately or almost immediately found in such records:
 - the agreement or the contents thereof pursuant to which Contractor has performed the work delivered to Client;
 - the data regarding the performance of such agreement, including a record of the persons deployed and of the days/hours those persons have worked;
 - the payments made with respect to said agreement;
 - Provision of a weekly statement with all information necessary for its records and/or for the records of its principal;
 - If the Dutch Sequential Liability Act applies, have the original agreement for the G account at its disposal and, upon request, show this agreement to Client, unless parties have agreed that, pursuant to Article 15.4, Client will pay directly into the deposit of the Tax Collector.

18.2. If Contractor fails to comply with the obligations laid down in paragraph 1, Client shall not be required to pay until he has received and processed the missing data and/or Contractor has fulfilled any other obligations.

Article 19: Organization of work

19.1. Contractor shall be required to only follow the orders and instructions of Client.

19.2. The working hours and breaks at work, and the generally applicable rest days, (public) holidays or other days off or the rest days, (public) holidays and other days that are applicable at the work site, prescribed by authorities or required under the CLA, shall also apply to Contractor and its employees who perform the work at the location of Client. Any damages arising therefrom suffered by Contractor cannot be recovered from Client. The latter shall also apply if Contractor's services cannot be used due to the fact that Client or any third party ceases to operate at the location of the MILA, with respect to the working material. Unless otherwise agreed, Contractor shall ensure that, from the moment it starts the work until it is completed, a permanent overseer is present on site, with whom organizational and technical arrangements can be made. The persons or bodies appointed by Client shall know how the overseer is.

19.3. All necessary insurances and the excess of any CAR insurance taken out with respect to the work to be performed shall be for the account of Contractor.

19.4. Contractor shall arrange such workforce that the performance of the work is fully adjusted to the planning established by Client and that other work does not come to a halt. If Client changes the planning/progress, Contractor shall be required to adjust accordingly. Changes in the workforce will only be permitted after Client's approval.

19.5. As laid down in the Dutch Motor Insurance Liability Act (MILA), Contractor shall be required to insure the working material used against any damage to the MILA. Contractor shall also insure the working material Contractor leases and which is subject to the MILA. Contractor shall ascertain that such working material meets the aforementioned insurance requirements. In addition, Contractor shall have taken out adequate insurance to cover the operational risk of any working material used by the contractor to the MILA.

19.6. Contractor shall at all times be required to locate cables, pipelines and other aboveground and underground property of any third parties. Client shall immediately inform Client of any damage.

19.7. Any necessary equipment such as scaffolding, hydraulic platforms, hoist- equipment, minor motors, including hand tools, measuring equipment, rolling scaffolds, ladders and steps, shall be provided by Contractor and shall be included in the total price.

19.8. In case any work has to be carried out on or to components of the work that have already been completed, such as plastered walls, tile work, paintwork, etc., Contractor shall take any protective measures to prevent any damage to and/or pollution of such completed components. Any damage to and/or pollution of components that occurs after or during work shall be deemed to have been caused by Contractor.

19.9. After completion of the work, Contractor should deliver the work broom clean and Contractor should clean the construction site.

Article 20: Staff & staff data:

20.1. Client shall be entitled to deny Contractor's employees access to the work or to remove them or have them removed, for example on account of unsuitability, disturbance of the peace, misconduct, etc., without having to pay further compensation for any damages Contractor suffers as a result.

20.2. Before Contractor starts to perform the agreement, Contractor and his staff shall take note of the regulations and rules applicable on Client's premises and in Client's buildings, including those relating to safety, health and the environment, and Contractor and its staff shall behave accordingly.

20.3. Contractor shall provide its staff with appropriate personal protective equipment and shall supervise the (correct) use thereof. All costs arising therefrom shall be borne by Contractor.

20.4. Contractor shall ensure that the presence of its staff on Client's premises and in Client's buildings does not impede the undisturbed progress of Client's and any third parties' activities.

20.5. If, during the term of the agreement and one year after its termination, Contractor is to employ workers and/or other employees of Client who have been involved in the performance of the agreement, or otherwise directly or indirectly deploys such employees, Contractor shall pay Client reasonable compensation.

20.6. Contractor shall pay Client reasonable compensation equaling an amount to be determined by Client. This compensation shall be without prejudice to the right to full compensation pursuant to what has been laid down by law.

20.7. Contractor shall, in the performance of its obligations under a Purchase Order/Agreement, comply with all applicable laws and regulations regarding the protection of Personal Data relating to Client (such as employees, Clients, business associates and contact persons of Client), in particular with the General Data Protection Regulation and the Personal Data Protection Act. Contractor shall only process the personal data relating to Client if instructed to do so by Client and in accordance with Client's regulations (unless required by law) and only to the extent necessary for the performance of its obligations under a Purchase Order.

20.8. Contractor shall destroy or return the Personal Data to Client after the legal retention period has ended.

Article 21: Invoicing

Without prejudice to the provisions of Article 18.2, Client shall only approve the payment of an invoice once the work or the part to which an instalment payment relates has been satisfactorily completed by Contractor and if the invoice meets the formal requirements as set out in this Article.

The invoice shall meet the statutory requirements as set out in the Turnover Tax Act. Contractor shall, in any case, clearly and neatly state the following data:

- The date the invoice was issued;
- A sequence number with one or more sequences uniquely identifying the invoice;
- Name and address of Client;
- Name and address of Contractor;
- Number of the agreement;
- The work and work locations to which the invoice pertains;
- The period and the work performed to which the invoice pertains;
- If the Dutch Sequential Liability Act applies, the number of man-hours worked, the amount of the wage costs and (separately) the social security contributions and tax payments in respect of the wage amount;
- A statement indicating whether or not the reverse charge mechanism with respect to sales tax is applicable and, if not, the amount of sales tax;
- The VAT identification number of the entrepreneur who delivered the goods or service;
- The VAT identification number of Client if the VAT payment is reverse-charged to Client;

- the invoice amounts, each rate separately specified and broken down by unit price and any discounts granted.

Article 22: Laws and regulations

22.1. Contractor shall comply with all applicable laws, regulations, terms and conditions and with all regulations and terms and conditions that apply to this work pursuant to the agreement Contractor entered into with Client.

22.2. Contractor shall, at his own expense, arrange for any permits and security measures that may be required in respect of the goods and work to be delivered.

Article 23: Work performed by third parties

23.1. Without prior written consent of Client, Contractor may not transfer or outsource the assignment, or any part thereof, or the performance thereof, to a third party.

23.2. If Contractor assigns all or part of the work to a third party, it shall immediately draw up a written agreement to that effect. The conditions of that agreement must correspond with the agreement concluded between Client and Contractor for the work to be performed, whereby Contractor and the third party shall take, mutatis mutandis, the (legal) position of Client and Contractor, respectively.

23.3. Any work transferred/outsource shall not affect the Contractor's obligations to Client under the agreement.

23.4. Without prejudice to the provisions of Articles 23.1, 23.2 and 23.3, Contractor shall not be entitled to use any externally hired employees without Client's prior written consent. If the work is outsourced or if workers are externally hired, as referred to above, Contractor shall be required to comply with the administrative requirements laid down in the Dutch Implementation Arrangement Hires, Chain and Client Liability and those arising from the Dutch Labour Market Fraud (Bogus Schemes) Act.

23.5. Contractor shall remain fully responsible and liable and shall indemnify Client against any liability, in particular against the vicarious tax liability arising from the Dutch 'Labour Market Fraud (Bogus Schemes) Act'.

Article 24: Safety and environment

Contractor and its employees or any third parties hired by Contractor shall be required to observe all European and governmental safety and environmental regulations and to otherwise comply with any safety, environmental and control regulations, instructions and directions applicable at the location where the work is being performed.

Article 25: Corporate Social Responsibility

25.1. It is of particular importance to Client that all its activities are carried out in a responsible manner. By all of its suppliers, Contractor shall comply with the guidelines laid down in the UN Initiative Global Compact (Davos, 01/99), the principles and rights approved by the International Labour Organization in its "Declaration on fundamental principles and rights at work" (Geneva 06/98) and the European "Directive on the enforcement of Directive 96/71/EC concerning the posting of workers as part of the services to be provided" (Brussels 05/14).

25.2. Contractor shall comply with:

- The preservation of human dignity and human rights, the prohibition of child and forced labour;
- The protection of indigenous rights;
- The implementation of equal opportunity and family friendly guidelines;
- No discrimination on the basis of religion, origin, nationality, age, disability, marital status, sexual orientation, political affiliation, membership of a trade union or similar organisation, gender or seniority;
- The prohibition of bribery and extortion;
- Maintaining suitable working conditions;
- Protection against individual arbitrary personnel measures;
- Providing (employment) conditions that give employees the opportunity to build a reasonable life;
- Positive and negative freedom of association;
- Ensuring employability through basic and follow-up training;
- Providing employees with information on goals, the economic situation and current topics related to the company and its employees;
- Environmental stewardship;
- Industrial health and safety guidelines; and
- All relevant laws and regulations.

Article 26: Prevailing text

In the event of a conflict between the Dutch and English texts regarding the meaning, content or explanation of these General Purchasing Conditions, the Dutch text shall prevail.