

1. Applicability

- 1.1 Unless the parties explicitly agree otherwise in writing, these General Conditions of Purchase shall apply to all agreements entered into with us and to all contracts and requests for quotations issued by us, and the supplier's general conditions of sale shall be excluded.
- 1.2 The applicability of any terms and conditions of sale or other terms and conditions of the contractor shall hereby be explicitly rejected.
- 1.3 Assignments and agreements that arise from them, including amendments and additions to them, shall only be binding upon us if they have been confirmed in writing and have been signed by a duly authorised officer from our company.
- 1.4 In the event that the contractor engages third parties such as a subcontractor, supplier, etc. in the execution of an agreement, the contractor shall stipulate that they shall also be bound by these general terms and conditions.

2. Delivery

- 2.1 Delivery shall take place 'delivered duty paid' (DDP), unless explicitly agreed otherwise in writing. The Incoterms 2010 shall apply.
- 2.2 If requested by CARBOGEN AMCIS B.V., the contractor shall be obliged to provide a production or implementation schedule and/or to lend assistance with progress monitoring.
- 2.3 The risk of loss or damage shall be transferred to CARBOGEN AMCIS B.V. at the time of delivery.

3. Transport and packaging of (hazardous) products

When sending (hazardous) products, the supplier must strictly adhere to the statutory provisions and the provisions of international treaties, conventions and/or agreements with regard to the products that apply in the country of production, transit and of final destination. The supplier shall indemnify us against damage to our good reputation or against claims for compensation, instigated against us by third parties as a result of the supplier's non-compliance with the provisions stated above. We reserve the right to return the packaging material to the supplier of the products.

4. Breach of contract

- 4.1 In the event that the supplier fails to deliver the products and/or services, delivers the products and/or services only in part, exceeds the delivery period or does not deliver in accordance with the agreed specifications, the supplier shall be considered to be in default, without any notice of default being required for this. In such cases, at our own discretion, we shall be entitled to:
 - (a) allow the supplier to fulfil its obligations within a reasonable time frame that shall be established by us, or
 - (b) terminate the agreement in whole or in part.

Except in the event of force majeure, we shall, however, retain the right to recover all damage and expenses that arise from the breach from the supplier.

- 4.2 Execution of the agreement in whole or in part before the agreed delivery date shall only be permitted with our written consent; the original date agreed on shall still apply as the date after which the payment must be made in accordance with Article 12.

5. Inspection and acceptance

- 5.1 Inspection of the products at the supplier's company shall not constitute either delivery or acceptance of those products or the transfer of risk in relation thereto.
- 5.2 After arrival at their final destination, assembly, introduction or performance of other activities in accordance with the agreement, we shall be entitled to inspect all deliveries for conformity with the agreed specifications, drawings, models and approved samples. In the event that products and/or services do not appear to comply with these requirements, we shall inform the supplier of this in writing. We shall be entitled at all times to either return the rejected products at the expense and risk of the supplier or to keep these until the supplier has given instructions regarding their disposal. The risk of the products shall be transferred to the supplier from the day on which the written notification is sent.

6. Supplier obligations

- 6.1 The supplier is obliged to observe the delivery periods laid down in the agreement and shall guarantee that:
- (a) the products and/or services delivered comply with the specifications, drawings, models and approved samples;
 - (b) the products and/or services are suitable for the purpose for which they are intended, in so far as the supplier has been informed of that purpose or in so far as the supplier can reasonably be expected to be aware of this. In the event that (partial) delivery of services has been agreed, the supplier shall guarantee that the said services comply with the agreed standards and/or criteria and that they shall be performed in accordance with the highest standards of professionalism and expertise.
- 6.2 Furthermore, the supplier shall guarantee that the delivered products remain suitable for the purpose for which they are intended for the duration of such a period as can reasonably be expected for such products, in the event that the supplier has been informed of that purpose or in the event that the supplier can reasonably be expected to be aware of this, but at least for a period of 12 months after putting them into use or 18 months after delivery.
- 6.3 Irrespective of any warranty period, the supplier shall also guarantee that the delivered products do not display any design, manufacture or material faults, or any other defects. The supplier shall also guarantee that on the date of delivery, the products and their packaging comply with the mandatory provisions concerning, amongst other things, public health, safety and the environment in the country for which the products are intended, in the event that the supplier has been informed of that destination or in the event that the supplier can reasonably be expected to be aware of this.

7. Designs, specifications, etc.

- 7.1 All designs, specifications, calculations, etc., produced by the supplier in whatever form in accordance

with the agreement, shall be sent to us as soon as possible. Only then shall the supplier commence manufacturing the respective products after having received prior written consent from a duly authorised officer from our company.

- 7.2 Designs, specifications, calculations, etc., which we have provided, must be checked by the supplier for apparent inaccuracies before manufacturing commences.
- 7.3 The supplier shall remain responsible at all times for the accuracy of the information that they have supplied.

8. Installation

- 8.1 In the event that (part of) the agreement consists of installation, assembly, introduction or other activities that need to be performed by the supplier, these shall be performed entirely at the expense and risk of the supplier; the supplier must obtain written consent from a duly authorised officer from our company before contracting out any of their obligations in accordance with the agreement. Such consent shall not be withheld for unreasonable reasons, but the supplier shall remain primarily responsible for any shortcomings of the third party or third parties that they have subcontracted. The supplier shall guarantee that all work activities will be carried out in accordance with the statutory provisions in force and the applicable instructions regarding assembly, installation and introduction.
- 8.2 The supplier is obliged to take out sufficient insurance against all costs, rights, claims or procedures in respect of which the supplier may be held liable as a result of performance or non-performance of the agreement, irrespective of whether this is caused by the supplier, the supplier's personnel or a third party or third parties subcontracted by the supplier, and they must be able to prove this at our request.
- 8.3 The supplier shall guarantee that they shall acquaint themselves with the safety regulations made available to them and with other (special) regulations, that they will act in accordance with these regulations and that they will adhere to the instructions we give them in this regard. In the event that the above regulations are not complied with, a duly authorised officer from our company may suspend the ongoing work.

9. Auxiliary materials

- 9.1 All auxiliary materials such as moulds, films, stamps and designs that the supplier has bought or produced, in whatever form, for the purpose of executing the agreement shall immediately become our property after receipt by the supplier or completion.
- 9.2 All materials supplied by us for the execution of the agreement, such as such prescriptions, designs and other auxiliary materials, shall remain our property under all circumstances. The supplier shall clearly identify these materials as our property, make our property known to third parties who attempt to seek recourse against such materials and inform us about this immediately. The supplier shall not be permitted to use these materials for any purpose other than the execution of the agreement.
- 9.3 The supplier shall be responsible at all times for the use and maintenance of and any repairs to the auxiliary materials supplied by us.

10. Intellectual property

- 10.1** The supplier shall guarantee that the use and/or the (re)sale of the products and/or services that they have delivered does not infringe any intellectual property rights of third parties and shall indemnify us against all claims in connection with this.
- 10.2** We shall be entitled at all times to the intellectual property rights on all designs, specifications, calculations, etc., produced by the supplier in any form whatsoever in accordance with the agreement.

11. Confidentiality

The supplier shall maintain confidentiality with regard to all company information and other information in connection with our activities which comes to their attention and shall neither make this known to third parties nor use it for any purpose other than agreed. The supplier shall impose the same confidentiality obligation on their staff and on any third party or third parties subcontracted by the supplier and shall guarantee compliance with this. Without prior written approval, the supplier shall by no means inform third parties that the supplier supplies us, will supply us or has supplied us.

12. Payment

Following acceptance of the agreement that has been executed, we shall settle the net invoice that has been presented by or on behalf of the supplier, at our own discretion, within 30 (thirty) days, unless otherwise agreed in writing. Payment of invoices shall never imply that we waive any rights in connection with the agreed performance of the supplier.

13. Conflict with statutory provisions

If any stipulation of these General Conditions of Purchase does not apply or is contrary to public order or the law, only the respective stipulation shall be regarded as not written and the other General Conditions of Purchase shall remain fully in force.

14. Applicable law

All agreements to which these provisions apply in part or in full shall be governed solely by Dutch law.

15. Settlement of disputes

Any disputes between parties that cannot be settled in mutual consultation shall be adjudicated by the competent Dutch court. In the event that the dispute falls within the jurisdiction of the district court, the dispute will be brought before the district court in the district in which our registered office is located. However, we shall also be entitled to bring the dispute before another district court that is authorised in accordance with the law.

CARBOGEN AMCIS B.V.
Nieuweweg 2a, 3901 BE Veenendaal
PO Box 70, 3900 AB Veenendaal
The Netherlands

Tel: +31 318 545 754

www.carbogen-amcis.com