

# VROON GENERAL PURCHASE CONDITIONS

Valid with effect from 1 December 2017

## 1. Definitions

The terms and expressions used in these General Purchase Conditions are defined as follows:

### Agreement:

The Agreement between Client and Supplier, effected by means of the Supplier's acceptance of the Order.

### Client:

Company as stated in the Order.

### Goods:

The Goods specified in the Order.

### Offer:

Supplier's Offer to provide the Goods and/or Services.

### Order:

Client's Order, including any documents that are referred to in the Order, to the Supplier to deliver the Goods and/or Services specified at the price stated and on the delivery date and delivery location as agreed upon.

### Parties:

Client and Supplier.

### Principal:

Client's customer and/or end user of the Goods and/or Services.

### Services:

The Services specified in the Order.

### Specification:

The technical specification of the Goods or the required specified Service, directly or indirectly specified in the Order.

### Supplier:

Each natural person or legal entity from which Client orders Goods and/or Services and/or with whom Client negotiates regarding the Order.

## 2. Scope

2.1. Orders shall under no circumstance establish a long-term/framework agreement between the Parties. These

General Purchase Conditions apply to all legal relations in which Client acts as a potential buyer or buyer of Goods and/or Services and in which Supplier acts as a potential seller or seller of Goods and/or Services.

2.2. Client expressly rejects the application of any general conditions of Supplier, regardless of whether the Offer refers to Supplier's general terms and conditions.

2.3. In the event of a conflict between these General Purchase Conditions and any special obligations or conditions stated in the Agreement, the latter shall prevail.

## 3. Price and payment

3.1 The price for the Goods and/or Services shall be fixed for the duration of the Agreement, unless explicitly stated otherwise in the Order.

3.2 Invoices must be sent to the address as specified in the Agreement and must at least contain the following references, where applicable, without prejudice to relevant legal requirements:

- The Order number;
- The date and place of delivery;
- The name, identification number and unit price of each article;
- The overall price, excluding VAT, expressed in the agreed currency.
  - Name and address of Supplier and Client
  - Warranty period
  - PO number of Client

Payment will only be made against a compliant invoice.

3.3 Without prejudice to the provisions relating to deferment of payments, payments shall be made sixty (60) calendar days from the date of the invoice relating to the received Goods and/or Services, in the manner specified in the Agreement and after the invoices have been received by Client.

3.4 Client shall be entitled to defer payments of any amount payable to Supplier if:

- i. Client and/or the Principal have/has declared the Goods unfit;
- ii. The Goods have not been delivered within the period stated in the Agreement.

iii. Other obligations arising from the Agreement or any other obligations have not been fulfilled by the Supplier.

3.6 Client shall be entitled to set off any claims it may have against Supplier under any agreement, against any amounts payable to Supplier under any agreement.

3.7 All bank charges shall be for Supplier's account.

3.8 Invoices received by Client more than one hundred and eighty (180) days after the delivery of the Goods or completion of the Services shall not be payable.

3.9 Where there is a failure of Client to make punctual payment due to oversight, negligence, errors or omissions on part of Client or its banks, Supplier shall give Client written notice to rectify the failure within thirty (30) calendar days and when rectified by Client after Supplier's notice, the payment shall stand as regular and punctual.

3.10 All prices and rates contained in the Agreement are exclusive of VAT but inclusive of all other taxes, duties and charges, including, but not limited to corporate income taxes, individual taxes and other social contributions (labour-law taxes).

3.11 For the avoidance of doubt, all costs incurred by the Supplier in preparing and/or submitting its Offer, will be paid for by Supplier.

## 4. Placement and acceptance of Orders

4.1 All Orders shall be in writing.

4.2 An Order shall be accepted by Supplier by e-mail within five (5) calendar days from the placing of such Orders; in the event that an Order has been marked "urgent", it shall be confirmed by e-mail within twenty-four (24) hours. Commencement of the work under the Order shall also constitute Supplier's acceptance of the Order. If an Order is issued to confirm Supplier's Offer, the Order shall be deemed to be accepted immediately after such Order has been placed.

## 5. Alterations and additions to the Agreement

5.1 Without prejudice to what is stated in 5.2, any changes to an Agreement shall be made in writing and are subject to mutual agreement.

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- 5.2 Supplier shall accept Client's request to alter an Agreement, insofar as Client may reasonably expect this from Supplier.
- 5.3 If Supplier is of the opinion that the alterations requested should result in an alteration of the price, time of delivery or any other condition, Supplier shall notify Client prior to the execution or further execution of the Agreement in writing as soon as possible but at the latest within five (5) calendar days; unless Client accepts such alterations of the price, time of delivery or any other condition by e-mail, the Agreement shall remain unaltered.
- 5.4 Failing a notification as referred to above; Supplier shall fulfil the Agreement including the alterations requested by Client.

## 6. Quality and description

Subject to Articles 7 and 18 herein, Goods supplied and/or Services provided under an Agreement shall:

- a) comply with the description in the Order as to quantity, description, price and quality;
- b) be made of the agreed sound materials and be of sound construction;
- c) comply with the Specification and in all respects be equal to samples or models which Client supplied to Supplier or Supplier has supplied to Client;
- d) comply with the performance specified in the Order, and
- e) be fully suitable for the intended use insofar as such is stated expressly or indirectly in the Order, or, if no specific performance or use is specified in the Order, shall be fit for the purpose which a prudent Supplier could or should have known.

## 7. Verification and inspection

- 7.1 Prior to shipment of the Goods, Supplier shall verify whether the said Goods are in compliance with the Agreement. If Client wishes, Supplier shall notify Client on a mutually agreed time of such verification, so that Client may be present during this verification if desired. On Client's request Supplier shall submit a certified copy of Supplier's reports relating to the verification.
- 7.2 Client shall be authorised to inspect the Goods or have the Goods inspected during production, processing and storage.

- 7.3 If an inspection is required, Client shall be entitled to await the positive result of a definitive inspection before accepting the Goods. In case this inspection leads to a delay, all related costs will be on Supplier's account.
- 7.4 Client shall be entitled to defer payment as long as Supplier has not submitted proof of inspection to Client.
- 7.5 If inspected Goods do not comply with the requirements as described in the Agreement, Client shall be entitled to reject the whole or part of the Goods and/or require Supplier to rectify any deficiencies or to terminate the Agreement in full or in part without further notice of default or judicial intervention being required, and without prejudice to the Client's other rights, including the right to demand replacement or compensation for damages.

## 8. Delivery of Goods

- 8.1
  - a) Without prejudice to Client's rights and remedies herein, title to the Goods shall pass to Client upon delivery or upon payment, whichever comes first. Risk of the Goods shall pass to the Client upon a confirmed delivery receipt signed by Client. Supplier shall remain fully responsible for all Goods until such confirmed delivery.
  - b) Supplier shall remain fully responsible for all Goods leased to Client and title and risk shall not pass to Client for such leased Goods.
  - c) Title and risk of the Services shall pass to Client upon confirmed completion of the Services.
- 8.2 Notwithstanding to what is stated in Article 20.1, in the event of a late delivery, Supplier shall be in default without further notice of default being required.
- 8.3 Supplier shall immediately notify Client by e-mail of a possible or known delay before the delivery date, without prejudice to any consequences of such a delay pursuant to the Agreement or statutory provisions.
- 8.4 Delivery at a date earlier than agreed shall only be accepted after consultation with Client. Delivery at an earlier date shall not give rise to alterations of the agreed terms and/or time of payment.
- 8.5 Unless otherwise provided in the Agreement, delivery terms for
  - a) the Goods shall be DDP (Incoterms 2010) at the agreed point of delivery and on the date stated in the Agreement, with all necessary custom invoices and delivery notes (issued in duplicate and in English), bills of lading, advice

notes and other documents coupled with such Goods and (ii) the Services at the agreed point of delivery and on the date stated in the Agreement.

- 8.6 If Supplier has not delivered the Goods by the agreed delivery time(s), Supplier shall automatically be in default, without any notice of default being required. Without prejudice to Client's other rights, including the right to claim damages, Client shall be entitled to impose a contractual fine at a rate of 1% of the Order value per day, with a maximum of 20% of the Order value.
- 8.7 Unless otherwise provided in the Agreement, delivery shall not be deemed to have taken place, unless the Goods and/or Services have been accepted by Client, including all certificates of approval, test certificates and other certification or necessary documentation required according to the Agreement or by law.

## 9. Packing & Transport

- 9.1 The Goods shall be packed and transported in a suitable manner to prevent any loss or damage and in such a manner that they can be unloaded and stored by means of the usual and appropriate facilities or as agreed upon beforehand. Furthermore, the packing shall at all times comply with the applicable (IMO) regulations, the European Agreement concerning the international transport of dangerous Goods by road (ADR) and similar regulations concerning transport of goods by sea, inland waterways, road, rail and air without repacking being required.
- 9.2 Without prejudice to Article 9.1 the packing shall comply with the Agreement and any legal requirements in the country where the Goods will be delivered.

## 10. Storage

If Client is unable to take delivery of the Goods, which means risk shall not pass to Client, at the agreed moment for whatever reason, provided the Goods are ready for shipment in all respects, Supplier shall store the Goods, if his storage facilities so permit, and always take all measures which should reasonably be taken to preserve the quality and to protect the Goods until delivery has taken place. In the event that Supplier's storage facilities do not permit this, Supplier shall immediately notify Client of this by e-mail. Subject to Article 3.3, payments shall only be made when the Goods have been

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received by Client. All costs related to the storage are for the account of Supplier.

## 11. Delivery of Services

- 11.1 If Client instructs Supplier to repair or process items owned or used by Client or Principal, Supplier shall transfer the ownership of drawings, tools and other materials specially manufactured or purchased by Supplier in connection with the execution of the Order to Client by means of a written statement.
- 11.2 Supplier waives any legal or contractual right of retention relating to items which Supplier retains in connection with an Order.

## 12. Conflict Minerals

With respect to any and all Goods (if any) delivered under the Agreement, Supplier warrants that such Goods will at no time contain any "conflict minerals" (e.g. columbite-tantalite (coltan), cassiterite, gold, wolframite or their derivatives), sourced from any of the "Covered Countries" (e.g. the Democratic Republic of the Congo) as such terms are defined in REGULATION (EU) 2017/821 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 17 May 2017 laying down supply chain due-diligence obligations for Union importers of tin, tantalum and tungsten, their ores and gold originating from conflict-affected and high-risk areas. Supplier will immediately notify Client if at any time the foregoing representation becomes inaccurate or incomplete.

## 13. Child Labour and Forced Labour

Supplier warrants that it does not employ children, prison labour, indentured labour, bonded labour or use corporal or other forms of mental and physical coercion as a form of discipline. Moreover, Supplier agrees that it will not conduct business with vendors employing children, prison labour, indentured labour, bonded labour or who use corporal punishment or other forms of mental and physical coercion as a form of discipline. In the absence of any national or local Law, Client and Supplier agree to define "child" as a person less than 16 years of age. If local minimum age Law is set below 15 years of age, but is in accordance with exceptions under International

Labour Organization (ILO) Convention 138, the lower age will apply.

## 14. Compliance

- 14.1 Supplier shall comply with, and shall ensure that all sub-contractors comply with, all national and/or international laws, rules, regulations, orders, conventions, directives or ordinances in force which are applicable to performance of Goods and/or Services and/or relate to the provision, licensing, approval or certification of the Goods and/or Services, including, but not limited to, those relating to anti-corruption, occupational health and safety, environmental matters, wages, working hours and conditions of employment, sub-contractor selection, discrimination, data protection and privacy.
- 14.2 Regarding the Agreements, each Party shall
  - i) comply with all applicable anti-corruption laws and regulations, including without limitation the US Foreign Corrupt Practices Act and the UK Bribery Act of 2010 and
  - ii) undertakes and warrants to the other Party that it and its officers, directors, shareholders, employees, agents and other intermediaries, and any other person acting (in)directly on its behalf, shall not, directly or through third parties, give, promise or attempt to give, approve or authorise the giving of anything of value to any person or any entity for the purpose of (i) securing any improper advantage for Supplier or Client,
  - ii) including or influencing a Public Official improperly to take action or refrain from taking action in order for either Party to obtain or retain business or to secure the direction of business to either Party; or
  - iii) inducing or influencing a Public Official to use his/her influence with any Government or public international organisation for such purpose.
- 14.3 All costs which are concerned with non-compliance shall be for the sole account of Supplier and Supplier shall indemnify and hold Client harmless from all fines, penalties and all associated expenses. Client has the right to verify and audit whether Supplier is in compliance, at cost of Client unless Supplier was non-compliant.
- 14.4 A breach of this Article shall be deemed a material breach of the Agreement entitling Client to terminate the Agreement immediately and claim any damages.

## 15. Intellectual Property; Licence

- 15.1 As between the Parties, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, or any other product conceived or developed by Supplier alone or with others which result from or relate to any Services performed under the Agreement (collectively, "Work Product"), and all rights with respect thereto, will at all times be and remain the sole and exclusive property of Client.
- 15.2 Standard Goods manufactured by Supplier and sold to Client without having been designed, customised or modified for Client do not constitute a Work Product and, as between the Parties, all rights with respect thereto will remain the sole and exclusive property of Supplier.
- 15.3 The foregoing notwithstanding, Supplier hereby grants to Client a non-exclusive, royalty-free worldwide licence to use such of Supplier's intellectual property, if any, as is required to give Client full benefit of any Goods that incorporate such Supplier intellectual property.
- 15.4 Except as otherwise set forth herein, as between them, each of the Parties will retain the sole and exclusive rights in all of its intellectual property.

## 16. Confidentiality

- 16.1 Supplier shall not reproduce or divulge, disclose or make accessible to third parties, and shall keep in the strictest confidence, any and all information that Supplier receives from Client. Information contained herein shall include all information, know-how, data, technical reports, drawings and any written or oral information of a similar nature.
- 16.2 Supplier shall not make any public announcement or statements to third parties (including the press at large) with regards to the Agreement, without the prior and written consent of Client.
- 16.3 Supplier is not permitted, without prior written consent of Client, to use Client's name or any commercial relation with Client or a company associated with Client for the purpose of advertising or as a reference.
- 16.4 This obligation does not cease after the Agreement has finished.

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## 17. Warranty

- 17.1 Supplier warrants that the Goods supplied are free from defects, in accordance with the Specifications, in accordance with the samples submitted and that the Goods are of sound materials, of sound construction and suitable for the intended use or as agreed upon beforehand.
- 17.2 Supplier warrants that the Services shall be executed by trained, competent, qualified and authorised personnel.
- 17.3 Without prejudice to the provisions of Article 11, Supplier shall be obliged to repair and, if necessary, replace faulty Goods or parts and to execute Services which were performed defectively, anew within the agreed period as mentioned in the Agreement or when not agreed upon within twenty-four (24) months as of the delivery date ("Warranty Period"). The costs of such repairs, replacements and/or new execution of Services shall be fully for Supplier's account, without prejudice to Client's other rights.
- 17.4 Supplier warrants that it shall be able to supply all necessary spare parts or mutually agreed alternative parts and/or activities during the service life of Goods and/or Services supplied, for which reasonable costs shall be borne by Supplier.
- 17.5 Supplier warrants that the Goods and/or Services do not infringe or otherwise conflict with any industrial or intellectual property rights of any third parties.
- 17.6 Supplier warrants that the Goods shall not have hidden defects.

## 18. Assignment and Sub-Contracting

- 18.1 Supplier shall not assign or otherwise transfer the Agreement in full or in part without Client's written permission.
- 18.2 Notwithstanding the foregoing, Supplier shall remain responsible for all acts and omissions of its sub-contractors and/or sub-suppliers.

## 19. Remedies

- 19.1 If Supplier is in breach of any condition/requirement of the Agreement, Client shall issue a notice of default to Supplier in writing. Supplier shall rectify such breach within seven (7) calendar days commencing the day after the notice of

default has been sent by Client to Supplier or such other period stated in such notice.

- 19.2 If Supplier fails to remedy the breach(es) stated in the notice of default to the full satisfaction of Client, Supplier shall be in default under the Agreement and Client may at his sole discretion terminate the Agreement in full or in part without prejudice to Client's other legal rights. If Client does not exercise this right, it shall not in any way constitute a waiver of the right to terminate the Agreement at a later stage.
- 19.3 No notice of default is needed if it is not required by law, or if a force majeure arises or if compliance is temporarily or permanently impossible. Client shall then be entitled, at its own discretion, to terminate the Agreement in whole, or in part, by giving written notice to Supplier.
- 19.4 Supplier is in breach if the control over his company and/or business activities changes the ownership to a significant extent, unless Supplier demonstrates that the execution of the Agreement shall not be affected in any way. If this Agreement is terminated, any debts which may currently be owed to Client by Supplier, or shall be owed at a later date become immediately due and payable in full by Supplier.
- 19.5 Client may terminate the Agreement without judicial intervention if, and as soon as, the Supplier offers to make a voluntary arrangement with his creditors, ceases business activities, becomes the subject of, or files a voluntary petition in, bankruptcy, submits an application for a moratorium on payments, or is declared bankrupt.
- 19.6 If an Agreement is terminated by Client, Client is entitled to buy the Goods and/or the Services from an alternative supplier at the expense and risk of Supplier, without prejudice to Client's right to claim damages.
- 19.7 Any claim for compensation made by Supplier shall be time-barred; if a claim is not received by Client within six (6) months after fulfilment of the Agreement or six (6) months after the Agreement is terminated it will be regarded as being null and void.
- 19.8 In the event that Client's premises become a total loss (which includes a constructive, arranged and/or comprised total loss as well as loss due to expropriation) the Agreement shall automatically be considered terminated without notice as from the moment of the incident directly leading to the total loss occurred and except for Client's obligation to pay Supplier any amounts due for Goods and or Services performed prior to the termination, neither

Party shall have any claims whatsoever towards the other in connection with this termination.

## 20. Indemnification

- 20.1 Supplier agrees to indemnify, defend and hold Client harmless from and against any and all losses arising out of or resulting in any way from Supplier's performance or non-performance under the Agreement, breach of warranty or any other obligation assumed by Supplier hereunder.
- 20.2 Supplier's obligation to indemnify Client shall survive the expiration or termination of the Agreement by either Party for any reason. Supplier may, at its discretion, conduct the defence of any third-party action and Client shall cooperate with Supplier's defence as reasonably requested. If the use or sale of any Goods is enjoined as a result of any action or proceeding, in addition to such other rights or remedies that Client may have hereunder or by Law, Supplier, at no expense to Client, will obtain for Client and Principal the right to use and sell said item, or will substitute an equivalent item, acceptable to Client and Principal, and extend this indemnity with respect to such item. In the event that Supplier is unable to secure such rights of use or to secure an equivalent item as a substitute for Client or Principal, Supplier will indemnify the Client for any and all losses sustained by reason of such injunction.

## 21. Force Majeure

- 21.1 A Party shall not be responsible for any failure to fulfil any term or condition of the Agreement caused by an unforeseen, extraordinary and serious event (but not including economic hardship or adverse weather conditions, except for extraordinary weather conditions) not within its control and not caused by its default or error. If such event continues for thirty (30) consecutive days, Client may terminate the Order with the result that each Party bears its own costs. The Party invoking force majeure shall, at its earliest convenience, notify the other Party hereof.
- 21.2 If Supplier expects force majeure, Supplier may only rely on it if Supplier has sent Client a written notification together with the necessary proof immediately after the circumstances have occurred to which the alleged force majeure can be attributed.

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21.3 Force majeure shall not be accepted or pleaded in connection with non-performance of the Supplier's supplies and/or machinery, with production failure or with unsatisfactory provided Services.

## 22. Consequential Loss

Client SHALL NOT BE LIABLE TO SUPPLIER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) RESULTING FROM Client's PERFORMANCE OR ANY FAILURE TO PERFORM HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR BENEFITS, EVEN IF Client HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 23. Insurance

Supplier will be solely responsible for maintaining such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, commercial general liability including contractual liability, all risk cover for all Goods and/or Services provided by Supplier and other insurance, as is required by law or as is the common practice in Supplier's trade(s) or business(es), whichever affords greater coverage. Supplier will provide adequate coverage for any of Client's property under the care, custody or control of Supplier. In no event will the foregoing coverage limits affect or limit in any manner Supplier's contractual liability for indemnification under these General Purchase Conditions. Damage to Client's premises or manufacturing facilities caused by Supplier's workmen will be repaired to the satisfaction of Client at Supplier's expense. Upon request, Supplier will provide Client with certificates of insurance or evidence of coverage provided by a carrier.

## 24. Compliance, Sanctions/Trade Restrictions

- 24.1 Supplier shall comply with the UK Bribery and Corruption Act and other applicable anti-corruption laws and regulations.
- 24.2 Supplier is deemed to be aware of and shall comply with all applicable economic-sanction laws, anti-boycott laws and trade restrictions imposed by the United States of America and/or the United Nations and/or the European Union

and/or any other country or organisation as may be amended from time to time. Client cannot accept delivery of Goods and/or Services that place, or are likely to place, Client in a position of non-compliance with, or in contravention of, the aforementioned restrictions.

24.3 Supplier shall immediately advise Client if he is unable to deliver the Goods and/or Services because of the imposition of economic-sanction laws, anti-boycott laws and trade restrictions that touch, concern or affect the delivery of the Goods and/or Services. If the Parties cannot mutually agree upon the delivery of alternative Goods and/or Services, the Agreement shall be terminated with immediate effect by Client without a notice of default being required and without any recourse of Supplier to Client.

## 25. Applicable law and disputes

- 25.1 If Client has its registered seat in the Netherlands: All legal relations between the Parties and the obligations arising from such legal relations shall be governed by Dutch law but excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), the Convention relating to a Uniform Law on the Formation of Contracts for the International Sale of Goods (ULFC) and the Convention relating to a Uniform Law on the International Sale of Goods (ULIS). All disputes arising from or relating to an Order or any further Agreements shall be settled by the competent Court in the District of Rotterdam.
- 25.2 If Client has its registered seat in the United Kingdom: All legal relations between the Parties and the obligations arising from such legal relations shall be governed by English law. All disputes arising from or relating to an Order or any further Agreements shall be settled by a competent Court in the United Kingdom.
- 25.3 If Client has its registered seat in Italy: All legal relations between the Parties and the obligations arising from such legal relations shall be governed by Italian law but excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), the Convention relating to a Uniform Law on the Formation of Contracts for the International Sale of Goods (ULFC) and the Convention relating to a Uniform Law on the International Sale of Goods (ULIS). All disputes arising from or relating to an Order or any further Agreements shall be settled by a competent Court in District of Genoa.

25.4 If Client has its registered seat in Singapore: All legal relations between the Parties and the obligations arising from such legal relations shall be governed by Singapore law. All disputes arising from or relating to an Order or any further Agreements shall be settled by a competent Court in Singapore.

25.5 If Client has its registered seat in the Philippines: All legal relations between the Parties and the obligations arising from such legal relations shall be governed by Philippine law. All disputes arising from or relating to an Order or any further Agreements shall be settled by the competent Court in the District of Manila.

25.6 If Client has its registered seat in any other country, then article 25.2 shall be applicable.

## 26. Language

The only official version of the Agreement, and all communications related to the Agreement, will be in the English language.

## 27. Superseding Agreement

The Agreement constitutes the entire Agreement between the Parties and contains all the agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the Parties with respect to the subject matter hereof.