

General Purchasing Conditions of Kipp & Zonen B.V.

Filed at the Office of the District Court in The Hague on 20 November 2013 under number 27239004

Article 1- General

Unless explicitly agreed otherwise, the supplier shall be deemed to have accepted these general purchasing conditions, even if the terms of delivery of the supplier may deviate from this.

Article 2 - Prices

All prices are fixed and apply DDP (Incoterms) place of delivery, exclusive of turnover tax and including proper packaging. Price increases as a result of over delivery can only be charged after our prior written approval. The prices must be quoted in Euros: settlement of exchange differences is not possible.

Article 3 - Delivery time

The supplier is obliged to keep strictly to the date specified in the order. The date specified in the order is the date of receipt. If the supplier exceeds this date without our prior written acceptance, in all cases we reserve the right to cancel the order in whole or in part, without notice of default or judicial intervention being required and without prejudice to our other legal rights.

Article 4 - Place of delivery

The place of delivery is indicated in the order. In case of incorrect addressing by the supplier the additional cost of freight shall be borne by the supplier. If the prices are agreed EXW (Incoterms), deliveries shall still take place DDP (Incoterms) place of delivery, in which case the actual direct cost of freight can be charged. If the goods are picked up by us, or on our behalf, the supplier is obliged to assist with the loading free of charge.

Article 5 - Transport insurance

For deliveries carriage paid to the delivery address the risk of transport damage shall be borne by the supplier.

Article 6 - Ownership and risk

The change of ownership and risk takes place once the goods have been accepted by us. In the event of rejection of the goods the supplier is solely responsible for the ownership and risk of the rejected goods from the date of dispatch of the notice of rejection to the supplier.

Article 7 - Invoices, shipping details packing lists

All invoices shall be sent by e-mail to Crediteuren@kippzonen.com or submitted in duplicate to the address on the order. Non-compliance with the request stated in the order to send shipping details and packing lists to the required addresses, as well as the issuing of incompletely filled-in documents, e.g., lacking required data, such as reference numbers, etc. may cause a delay in payment.

Article 8 - Items put at the disposal of the supplier

All items which we put at the supplier's disposal for the execution of our order will be sent carriage paid and will remain our property under all circumstances.

The supplier is liable for any damages to items put at the supplier's disposal.

Article 9 - Drawings and moulds

All drawings, moulds, etc., will remain our property and shall be returned to us immediately after the manufacturing, unless we have given express written permission in advance. The supplier is not permitted to use these items, nor to allow a third party to use them, for any purpose or in connection with any purpose other than the execution of the delivery to us, unless we have given express written permission in advance.

Article 10 - Rejection

Neither reception nor payment of the goods entails acceptance of these goods. Should it appear that the goods are not in accordance with the requirements laid down in the order and/or the specifications, we reserve the right to cancel the order, be it in part or in full, without notice of default or judicial intervention being required and without prejudice to our other legal rights.

Article 11 - Warranty

The delivered goods must comply with the Kipp& Zonen requirements and suppliers specifications. The goods must have the characteristics that we are entitled to expect under the mutual understanding, in particular the properties required for normal use, the availability of which we need not call into question, but also the properties required for any specific use as provided for in the mutual understanding. On our first demand the supplier is obliged to eliminate all errors and defects either by repair or by replacement, the method to be chosen being at our discretion. In case of non-compliance thereof by the supplier we reserve the right at the expense and risk of the supplier to perform the necessary activities or have these performed by third parties.

Article 12 - Liability

The supplier is liable for all damages occurred to, or arisen as a result of, the delivered goods due to errors or defects of these goods, in compliance with aforementioned warranty clause, as well as according to the rules of Netherlands civil law. This liability also applies to damages resulting from exceedance of the delivery time, damages to goods belonging to third parties, trading loss and other indirect (consequential) loss which might arise on our part or on the part of third parties. The supplier shall indemnify us against any third-party claims and, if required, compensate us.

Article 13 - Industrial Property

The supplier guarantees that the goods delivered by him do not infringe the intellectual property rights of third parties and safeguards us from any third-party claims pursuant thereto. The supplier shall compensate us for all costs, damages and interests deriving from any such infringement.

Article 14 - Payment

Unless after taking delivery of the goods a complaint regarding quality or quantity is lodged by us, payment will be effected within 30 days from receipt of invoice. We will not make any advance payments unless stated otherwise in the order. In that case all prepayments made are considered as loans to the supplier, until the order has been delivered in full.

Article 15 - Identification of goods

All identification requirements specified on the order, the drawings or the parts lists shall be strictly observed and identifications shall be prominently displayed. In case the supplier fails to follow these instructions he can be required to identify the goods at the delivery address.

Article 16 - Disputes

All disputes, including those regarded as such by only one of the parties, shall, in so far as they exceed the jurisdiction of the sub-district Court, be settled by the District Court in The Hague. Any agreement entered into under these conditions shall be governed by Dutch law.