

Art. 1. Definitions

In these General Purchasing Terms and Conditions the following terms and expressions are defined as follows:

- client: Amsterdam Metallized Products B.V. (A.M.P.), user of these General Purchasing Terms and Conditions;
- supplier: the contractual party of the client;
- agreement: the arrangement by and between the client and the supplier established in writing concerning the delivery of goods;
- delivery: rendering one or more goods in the possession of, respectively under the control of, the client and the possible installation / assembly of these goods;
- goods: tangible objects to be delivered;
- parties: the client and the supplier.

Art. 2. Applicability

- a. In case of a discrepancy particularly stipulated commitments shall prevail over these General Purchasing Terms and Conditions.
- b. These General Purchasing Terms and Conditions are applicable to all requests, proposals and commissions with regard to the delivery of goods to the client by the supplier where the general terms and conditions of the supplier are expressly rejected.

Art. 3. Changes

- a. At all times the client shall be authorised to change the scope and/or the quantity of the goods to be delivered, in consultation with the supplier. Changes are stipulated in writing.
- b. If a change, at the discretion of the supplier, has consequences for the stipulated fixed price and/or the delivery time, it shall be obliged to inform the client accordingly in writing not later than 8 working days after the notification of the desired change, prior to implementation of the change.

If these consequences for price and/or delivery time, at the discretion of the client, are unreasonable; the parties shall consult each other about this.

Art. 4. Transfer of obligations

- a. The supplier can only transfer an obligation by virtue of the agreement to a third party, with the prior approval in writing of the client. Reasonable conditions can be connected to this approval.
- b. In case of a transfer of (a part of) the obligations of the supplier by virtue of the agreement, the same shall be obliged to inform the client of the securities provided in connection with the payment of VAT, income tax and social security premiums which are by law prescribed to employers.

Art. 5. Price and price revision

- a. Prices are excluding VAT but include all costs in connection with the fulfilment of the obligations of the supplier.
- b. Prices are fixed unless the agreement specifies circumstances that can lead to a price revision as well as the manner how the revision shall take place.

Art. 6. Invoicing and payment

- a. Payment of the invoice, including VAT, shall take place within 60 days after receipt of the invoice and approval of the goods and the possible installation / assembly thereof by the client.
- b. The client is entitled to suspend payment if the same observes a shortcoming in the goods and the possible installation / assembly thereof.
- c. The client is entitled to reduce the amount of the invoice by amounts payable to the client by the supplier.
- d. Payment by the client shall by no means imply a waiver of any right.
- e. On the invoice the supplier specifies the purchase order number of the client, the invoice date, address and product number(s). Not specifying relevant information shall lead to suspension of the payment obligation until the information has been specified. The supplier is forthwith informed of missing information.

Art. 7. Delivery time

- a. The stipulated delivery time is of essential importance. In case of untimely delivery the supplier shall be in default without any further notice of default being required.
- b. In case of an imminent overstepping of the delivery time the supplier must forthwith inform the client accordingly in writing. This shall not affect the possible consequences of said overstepping pursuant to the agreement or statutory provisions.

Art. 8. Delivery

- a. Delivery takes place at the stipulated location at the stipulated time in accordance with the applicable Incoterm DDP (Delivered Duty Paid).
- b. The client is entitled to postpone the delivery. The supplier shall in that case store, preserve, secure and insure the goods in a soundly packed, separate and recognisable manner.

Art. 9. Shortcoming

- a. In case of an attributable shortcoming of the supplier the latter shall be in default without any further notice of default being required.
- b. Without prejudice to the right to compensation for damages and the other statutory rights deriving from an attributable shortcoming, the client shall be authorised to collect an immediately claimable penalty payment of 2% per day as from the day of default with a maximum of 20% of the amount payable by the client in connection with the delivery.

- c. The legal interest over amounts paid by the client in advance shall be set off against invoices to be paid over the period of the shortcoming.
- d. In case of a non-attributable shortcoming the obligations of both parties are suspended for a period of 4 weeks.
- e. The parties can only invoke non-attributable shortcomings vis-à-vis each other if the relevant party forthwith, however not later than within 5 working days after the occurrence of the non-attributable shortcoming, informed the other party of the same in writing upon presentation of the necessary documentary evidence.
- f. If the supplier argues that one or more of its shortcomings cannot be blamed on the same and the client accepts this position, the client shall nonetheless be entitled to dissolve the agreement. In this kind of situation the parties shall not claim damages from each other.

Art. 10. Guarantee

- a. The supplier guarantees that the goods and the possible installation / assembly thereof comply with that which has been stipulated.
- b. The supplier guarantees that the goods are absolutely complete and ready for use. The same shall ensure, among other things, that parts, auxiliary materials, auxiliary components, tools, spare parts, user instructions which are required for the realisation of the objective indicated by the client are also delivered, even if not expressly mentioned.
- c. The supplier guarantees that the supplied goods comply with all relevant statutory provisions concerning, among other things, quality, the environment, safety and health.
- d. If the client observes that the delivered goods do not (either in whole or in part) comply with that which the supplier guaranteed in conformity with the paragraphs a up to and including c of this article the supplier shall be in default, unless the latter can evidence that the shortcoming cannot be blamed on the same.

Art. 11. Intellectual Property Rights

- a. The supplier guarantees the free and uninterrupted use of the delivered goods by the client. The supplier indemnifies the client against the financial consequences of claims of third parties on account of their intellectual property rights.
- b. The supplier is authorised to use the information supplied by the client however exclusively in connection with the agreement. This information is and remains the property of the client.

Art. 12. Documentation

- a. The supplier is obliged to render all associated documentation available to the client prior to or at the same time of the delivery.
- b. The client is free in the use of this documentation, such to include the duplication for personal use.

Art. 13. Liability

- a. The supplier is liable for all damages that can occur in connection with the performance of the obligations by virtue of the agreement.
- b. The supplier indemnifies the client against all financial consequences of claims of third parties in any way whatsoever connected with the performance of its obligations by virtue of the agreement.
- c. The client is entitled to desire of the supplier that the latter concludes an insurance to cover the risks. On demand of the client the supplier shall provide insight into the thereto pertaining policy.

Art. 14. Risk and transfer of title

- a. The title of the goods transfers to the client after they have been delivered and, where necessary, assembled respectively installed.
- b. If the client rendered materials, e.g. raw materials, auxiliary materials, tools, drawings, specifications and software, available to the supplier for the benefit of the fulfilment of its obligations the same shall remain the property of the client. The supplier shall keep the same separate from objects that belong to the supplier or to third parties. The supplier shall mark the same as property of the client.
- c. At the moment that materials, e.g. raw materials, auxiliary materials and software, of the client have been processed in goods of the supplier there shall be question of a new good of which the title is vested in the client. The latter is applicable without prejudice to article 14d.
- d. The risk of the goods transfers to the client at the moment that the delivery and subsequently the approval of the goods took place in accordance with article 16 of these General Purchasing Terms and Conditions.

Art. 15. Confidentiality

- a. The supplier shall keep the existence, the nature and the content of the agreement as well as other business information confidential and shall not disclose the same without the approval in writing of the client.

- b. In case of a violation of the provisions set forth in the preceding paragraph the client shall impose an immediately claimable penalty on the supplier of € 10,000.00 for each and every violation. The amount of the penalty is immediately paid by the supplier after the aforementioned establishment and communication thereof to the supplier.

Art. 16. Inspection

- a. The client shall at all times be authorised to inspect (have inspected) the goods both during the production, processing and storage and after delivery.
- b. On demand the supplier shall provide the client or its representative access to the production, processing or storage location. The supplier shall lend its cooperation to the inspection free of charge.
- c. If an inspection within the meaning of this article cannot take place at the intended time due to actions of the supplier or if an inspection must be repeated, the costs deriving there from shall be borne by the supplier.
- d. In case of rejection of the delivered goods the supplier shall provide for repair or replacement of the delivered goods within 5 working days. If the supplier does not comply with this obligation within the time limit imposed in this article, the client shall be authorised to purchase the required goods from a third party or to personally take measures or to have third parties take measures at the expense and risk of the supplier.
- e. If the supplier does not pick up the rejected goods within 21 days the client shall be authorised to return the goods to the supplier at the expense of the latter.

Art. 17. Packaging

- a. The client shall at all times be entitled to return (transport) packaging materials to the supplier at the expense of the latter.
- b. Processing respectively destruction of (transport) packaging materials falls under the responsibility of the supplier. If at the request of the supplier packaging materials are processed or destroyed this shall take place at the risk and expense of the supplier.

Art. 18. Dissolution

- a. In case of noncompliance on the part of the supplier with the fulfilment of its obligations by virtue of the agreement or by virtue of other agreements deriving there from, as also in case of insolvency, suspension of payment and in case of discontinuation, revocation of possible permits, attachment on (a part of) its business assets or goods meant for the implementation of the agreement, liquidation or takeover or any comparable condition of the company of the supplier, the latter shall automatically be in default.
- b. Without prejudice to all other rights, the client can dissolve the agreement either in whole or in part if any benefit has been or is offered by the supplier or one of its subordinates or representatives to a person who is part of the company of the client or to one of its subordinates or representatives.
- c. In the aforementioned instances the client shall be entitled to dissolve the agreement unilaterally, without any notice of default or judicial intervention being required, either in whole or in part.
- d. Dissolution takes place by registered letter or bailiff's notification addressed to the supplier.

Art. 19. Order, safety & environment

The supplier and its employees as well as the third parties hired by the same are obliged to comply with statutory safety, health and environmental regulations. Possible company rules and regulations in the area of safety, health and the environment must also be complied with. On request a copy of these regulations is forthwith rendered available to the supplier free of charge.

Art. 20. Disputes

- a. Disputes between the parties, such to include those only considered as such by one of the parties, shall be solved in proper consultation as much as possible.
- b. If the parties cannot reach a solution the disputes shall be settled by the competent court in the district where the company of the client holds its registered office.

Art. 21. Applicable law

Dutch law is exclusively applicable to the agreement of which these General Purchasing Terms and Conditions are part. Applicability of foreign legislation and conventions like the Vienna Sales Convention is excluded.