

## **GENERAL PURCHASE CONDITIONS**

of the private limited company  
**Cebo Holland B.V.**

*Cebo Holland B.V. has its registered office in IJmuiden, The Netherlands, and is registered with the Dutch Chamber of Commerce under no. 34044683*

These General Purchase Conditions have been deposited at the Dutch Chamber of Commerce under no. 34044683.

### **1. Definitions**

1.1. In these Conditions, the terms and expressions below are defined as follows:

- a. **"Agreement"**: an order, agreement or any other legal act between Cebo and Contractor with regard to any purchase of Products and/or Services by Cebo from Contractor;
- b. **"Cebo"**: Cebo Holland B.V.;
- c. **"Conditions"**: these General Purchase Conditions of Cebo Holland B.V.;
- d. **"Contractor"**: the natural or legal person from whom Cebo purchases the Products and/or Services;
- e. **"In Writing"**: by letter, by e-mail or by any other means of communication that can be equated with this in view of the state of the art and generally accepted standards;
- f. **"Offer"**: an offer by Cebo Holland B.V. to a potential Contractor;
- g. **"Parties"**: Cebo and Contractor together;
- h. **"Products"**: all tangible Products, including but not limited to raw materials, materials and other physical objects sold, delivered and made available by the Contractor to Cebo in accordance with these Conditions;
- i. **"Representative(s)"**: a person or entity authorized to act on behalf of Contractor;
- j. **"Services"**: all services offered, to be provided by the Contractor whether one-off or recurring;

### **2. Scope**

- 2.1. These Conditions apply to every Agreement between Cebo and Contractor.
- 2.2. Deviations, additions, limitations and/or amendments to an Agreement and/or these Conditions are only valid if Cebo has agreed to them In Writing.
- 2.3. The applicability of any terms and conditions of Contractor are hereby expressly excluded and rejected by Cebo.

### **3. Offer, formation agreement, amendments**

- 3.1. Any offer from Contractor, in whatever form, is non-binding and constitutes an invitation to Cebo to submit a binding Offer. An Agreement shall only be concluded when Cebo has confirmed the Agreement in Writing. Such Agreement is limited to the Offer submitted by Cebo, these Conditions and any attachments.
- 3.2. Agreements concluded for Cebo acting as intermediaries or agents are only binding for Cebo from the moment Cebo has confirmed the Agreement In Writing to the Contractor.
- 3.3. Any amendment by Contractor to an Offer or the Agreement, or deviation to these Conditions will only be valid when such amendments or deviations have been agreed upon by an authorized Representative of Cebo.

#### **4. Prices and payment**

- 4.1. Prices mentioned in the Agreement are held to be firm and include all costs, including transport, carriage and cost of packing. Contractor is not entitled to increase prices and/or pass on additional costs to Cebo without the prior approval of Cebo In Writing.
- 4.2. The prices stated in the Agreement are in euro (€), unless an alternative currency is stipulated in the Agreement, and do not include VAT or any other government imposed form of taxation.
- 4.3. Cebo shall submit a payment only in the case the Services or Products to which a payment relates have been delivered to Cebo's satisfaction and are accepted by Cebo.
- 4.4. The payment term shall be thirty (30) days after receipt of the invoice by Cebo, unless agreed otherwise In Writing. The agreed upon payment term serves as a guideline and is therefore not a strict deadline. Exceeding a payment term by Cebo does not mean that Cebo is in default by operation of law. Furthermore, the aforementioned exceeding does not give the Contractor the right to suspend the (other) agreed upon obligations.
- 4.5. Payment of an invoice does not constitute to the acceptance of (further) conditions, Products, Services and prices. Any payment by Cebo, regardless of the time of payment, shall be without prejudice to the warranty obligations of Contractor and the right of Cebo to complain about any defects or non-conformities to delivered Products and/or Services.
- 4.6. Cebo is entitled to suspend the performance of its obligations if the Contractor fails to perform its obligations (or fails to perform them in full) under the Agreement.
- 4.7. The Contractor shall have no right of set-off and/or suspension and waives any right of retention.

#### **5. Obligations of the Contractor**

- 5.1. The delivery period for Services and Products stated in the Agreement is fixed and is to be regarded as a strict deadline. Any expected delay, which could to an untimely delivery, must immediately be notified by the Contractor to Cebo.
- 5.2. If the Contractor fails to deliver the agreed Products and/or Services within the period specified in the Agreement, it shall be in default by operation of law without any prior notice of default being required. In such a case Cebo is entitled to terminate the Agreement, with immediate effect, in whole or in part, extrajudicially, without the Contractor being entitled to any damages.

#### **6. Delivery, acceptance and transport Products**

- 6.1. Unless agreed upon otherwise in writing by Parties, delivery of all Products by Contractor shall occur in accordance with the Delivered Duty Paid (DDP) of the most recent Incoterms, whereas the place of dispatch or loading applies as the place of delivery, acceptance and/or inspection. Products destined for Cebo must be adequately insured by the Contractor, at his expense, against transport risks.
- 6.2. Oversupply or undersupply of quantities agreed upon in the Agreement in excess of the margins acceptable in the relevant trade, shall require Cebo its prior written approval.
- 6.3. Prior to commencing the performance of the Agreement, the Contractor shall inform itself with the conditions at the site where the deliveries for Cebo are to be made. Costs incurred due to delays in the execution of the Agreement as described above shall be borne by the Contractor.
- 6.4. Cebo is entitled to return the (transport) packaging materials to the Contractor at the Contractor's expense. The processing or destruction of the (transport) packaging materials is the responsibility of the Contracting Party.

## **7. Quality, inspection and warranty Products**

- 7.1. The Contractor warrants that all Products delivered to Cebo comply with the specifications and conditions arising from the Agreement and these Conditions. Any deviation thereof requires the prior consent of Cebo In Writing.
- 7.2. In order to enable Cebo to assure itself of the quality of the Products (or part thereof) as well as the progress of manufacture, the Contractor shall provide Cebo for inspection purposes full access to all locations relevant to the Products ordered. Cebo is entitled to commission third parties to carry out the inspection as referred to in this Article.
- 7.3. Acceptance of the Products delivered upon inspection does not affect Cebo's rights and remedies under the Agreement or the law, and (among other things) does not affect the right to complain.
- 7.4. In case any Product, in whole or in part, does not meet the requirements as stipulated in the Agreement or case of hidden defects, Cebo is entitled to immediately rescind the Agreement without judicial intervention or to demand full replacement of the Products, without being liable for any costs or damages.
- 7.5. In urgent cases and/or if, after consultation with the Contractor, the Contractor cannot or will not reasonably provide for repair or replacement of the Products, Cebo has the right to carry out repair or replacement itself or have this done by third parties at the expense of the Contractor.

## **8. Delivery Services**

- 8.1. The Contractor shall perform the Services to the best of its knowledge and ability, in accordance to the specifications, regulations or instructions as set forth in the Agreement and these Conditions. Deviation from the aforementioned specifications, regulations or instructions, requires the prior consent of Cebo In Writing.
- 8.2. If the performance of the Service depends on specifications or information from Cebo, the Contractor shall request Cebo in a timely matter, to provide such specifications and/or information.
- 8.3. The Contractor shall alert Cebo at the earliest possible moment if Contractor discovers errors and/or ambiguities in the Agreement.
- 8.4. Contractor has all qualifications, permit(s) and/or certificates required for the performance of Services. The Contractor shall perform the Services in accordance with these qualifications, permits and certificates. Parties may specify concrete qualifications, permits and/or certificates in the Contract. Any agreed upon specific qualification, permit and/or certificate, does not relieve the Contractor of its obligation to comply with the other unnamed qualifications, permits and/or certificates required for the performance of Services.
- 8.5. To the extent that the Services are performed at a site or premises used and/or otherwise held by Cebo, or a site or premises of companies affiliated to Cebo, the Contractor shall ensure that its employees, personnel or assistants:
  - a. can identify themselves at all times;
  - b. comply with the rules and regulations, including safety regulations, as applicable at such location or premises;
  - c. comply with the instructions of Cebo or employees and/or personnel of Cebo, or its affiliated companies.

## **9. Inspection and acceptance of Services provided**

- 9.1. Cebo may, at its own discretion, conduct an inspection to determine whether the Services delivered comply with this Agreement. Only after Cebo has accepted the Service(s) In Writing the Service is deemed fulfilled.

9.2. Payment of the invoice by Cebo shall not be regarded as acceptance of the Service(s) delivered. Acceptance of the Service(s) delivered does not affect the rights and remedies enjoyed by Cebo under the Agreement or the law, and (among other things) does not affect the right to complain.

## **10. Subcontracting**

- 10.1. If the Contractor intends to use a third party in the performance of the Services, the Contractor is only authorised to do so with the prior consent of Cebo.
- 10.2. The consent referred to in Article 10.1 shall not be withheld on unreasonable grounds, but is necessary to ensure that the Services can be performed in accordance with the requirements set and conform the quality intended. This means that Cebo might attach conditions to the consent and/or set additional requirements in the Agreement for the deployment of such third party.
- 10.3. The Contractor remains responsible at all times for the Services by such third party .

## **11. Force Majeure**

- 11.1. In any event, the Contractor cannot invoke force majeure in the following (nonlimitative) situations: a shortage or illness of persons responsible for the execution of the Agreement, strikes, belated supplies, the inadequacy of Products needed for the execution of the Agreement, the non-compliance or breach of contract of third parties engaged by Contractor, and/or liquidity or solvability problems of Contractor or third parties engaged by Contractor.
- 11.2. If a force majeure continues for more than thirty (30) days, Cebo is entitled to immediately rescind the Agreement, in whole or in part, without judicial intervention, or to suspend the performance of any of its obligations under the Agreement, without being liable for any damages. Contractor is not entitled to rescind the Agreement in the event of a force majeure.

## **12. Rescission**

- 12.1. Cebo is entitled to immediately rescind or terminate the Agreement forthwith, without any obligation on its part to pay any damages or compensation, if:
  - a. Contractor is declared bankrupt;
  - b. Contractor has applied for or has been granted a (temporary) moratorium;
  - c. Contractor is in liquidation, a petition for liquidation has been filed or Contractor's business is otherwise terminated;
  - d. a private agreement has been concluded with one or more creditors of Contractor;
  - e. an attachment is levied on the Contractor's assets or assets.
- 12.2. Cebo is authorised to suspend fulfilment of its obligation or to terminate the Agreement immediately and with immediate effect if the Contractor fails to fulfil its obligations or fails to do so in full or in a timely manner.
- 12.3. If Cebo proceeds to rescind or terminate the Agreement on the grounds referred to in this article, it is for that reason in no way whatsoever obliged to compensate for damage and costs incurred as a result in any way.
- 12.4. In the event of termination, all amounts payable by the Contractor to Cebo shall become immediately due and payable.

## **13. Liability**

- 13.1. The Contractor is liable for all damage directly or indirectly arising from or related to the execution of the Agreement. The Contractor indemnifies Cebo against any third-party claims for compensation,

except and insofar as the damage is the direct result of intent or deliberate recklessness on the part of Cebo.

- 13.2. All claims for damages that Cebo may have or acquire against the Contractor shall be immediately and fully due and payable and are subject to set-off against claims of the Contractor against Cebo.

#### **14. Ownership of documents and intellectual property**

- 14.1. The Contractor shall submit to Cebo all documents relating to the Products, including quality and warranty certificates, inspection data, user manuals, instructions, drawings and specifications at the time of delivery. The Contractor transfers ownership of all accomplishing documents at the time of delivery. Furthermore, upon delivery, Cebo automatically acquires the right, without any restrictions, to reproduce, modify or adapt this documentation for its own use or to make it available to third parties.
- 14.2. If the performance and/or accompanying documentation pursuant to the Agreement is subject to intellectual property rights, Cebo acquires an unrestricted, worldwide, non-exclusive, transferable and irrevocable right of use thereof free of charge.
- 14.3. The Contractor guarantees that the performance of the Agreement does not infringe any applicable intellectual property rights of third parties. The Contractor indemnifies Cebo against any third-party claims.

#### **15. Applicable law and jurisdiction**

- 15.1. All disputes and claims that may arise out of or in connection with any agreement, these Conditions or the relationship between Parties shall be exclusively governed by the laws of the Netherlands, excluding the conflict of law provisions and the United Convention on Contracts for the International Sale of Goods (CISG).
- 15.2. All disputes and claims that may arise out of or in connection with any agreement, these Conditions or the relationship between Parties shall be exclusively submitted to the District Court of Noord-Holland, location Haarlem, the Netherlands.
- 15.3. In addition to Article 15.2, Cebo is also entitled, at its discretion, to elect arbitration instead of a judicial procedure. Cebo must notify Contractor of this choice In Writing. In the event of arbitration, the dispute shall be settled by three (3) arbiters, which are jointly appointed by Parties within fourteen (14) days after Contractor has been notified on the choice for arbitration. If Parties do not reach agreement with respect to the appointment of the arbiters within this time frame, the arbiters shall be appointed following the procedure provided in section 1027 of the Dutch Code of Civil Procedure. The procedure shall be conducted in the Dutch language. The location of arbitration shall be Haarlem, the Netherlands. The arbiters shall judge the case in accordance with the laws of the Netherlands, excluding the conflict of law provisions and the United Convention on Contracts for the International Sale of Goods (CISG). Notwithstanding the stipulations in this Article 15.3, the arbiters shall establish the rules of procedure and shall decide on the costs. The joinder of the arbitral proceedings with other arbitral proceedings, as stipulated in section 1046 of the Dutch Code of Civil Procedure, is excluded.