

ARTICLE 1 GENERAL

1.1. These General Purchasing Conditions apply to all offers made to the user of these Terms and Conditions and to client (hereinafter referred to as 'Van Heck') and to all contracts concluded with Van Heck whereby the other party (hereinafter referred to as: 'the Contractor') offers and/or supplies goods and/or services to Van Heck and to all contracts that may arise from these.

1.2. Any terms and conditions or provisions that derogate from the General Purchasing Conditions are only applicable to that extent Van Heck has expressly agreed to them in writing.

1.3. Van Heck does not accept the supply conditions applied by the Contractor.

1.4. In the event of conflict between the contents of the Contract concluded between Van Heck and the Contractor and these Terms and Conditions, the provisions of the Contract will prevail.

1.5. These General Purchasing Conditions are available in Dutch and in English. In the event of a dispute about the contents or purport of these General Purchase Conditions, the Dutch text will be binding.

ARTICLE 2 ORDERS

2.1. Orders to supply, amendments to these or verbal agreements are only binding once Van Heck has given its written confirmation.

2.2. Van Heck is entitled to change the specification within the context of the order. Should such a change result in a significant change in the costs or the time required for the execution of the Contract, then Van Heck must grant its prior written permission.

ARTICLE 3 COSTS OF OFFERS

Van Heck will not pay compensation for any costs made by or on behalf of the Contractor associated with making offers or quotations, including the costs of recommendations, drawings and so on.

ARTICLE 4 DELIVERY TIME AND PENALTY

4.1. The agreed deadlines for delivery time and/or implementation are final and cannot be extended. The Contractor will be in default by operation of law if the delivery time and/or implementation period is exceeded. As soon as the Contractor knows or ought to know that the implementation of the Contract will not take place at all, in good time or properly, it will immediately inform Van Heck of this.

4.2. The Contractor is liable for all damage suffered by Van Heck as a consequence of exceeding the delivery time and/or implementation period as referred to in Article 4.1.

4.3. For each week that supply or commissioning is delayed, the Contractor will owe Van Heck an immediately payable penalty of 2% of the total order amount up to a maximum of 20% of the total order amount.

4.4. In addition to alternative and additional compensation, the penalty mentioned in Article 4.3 can be claimed by virtue of the law. Van Heck is entitled to offset this penalty and/or compensation with amounts owed to the Contractor.

4.5. Van Heck reserves the right to consider the Contract as terminated, entirely or in part, if the delivery time and/or implementation period is exceeded, without recourse to the courts, after written notice of default.

ARTICLE 5 PRICES

5.1. The prices mentioned in the offer are based on carriage paid delivery to the agreed place and free of any import or other rights. All prices are fixed, excluding VAT, including proper packaging.

5.2. Price increases are and remain for the account of the Contractor, also after the conclusion of Contract, irrespective of the period of time that has elapsed between the date of entering into the Contract and its implementation.

ARTICLE 6 DELIVERY

6.1. Delivery takes place carriage paid to the agreed place.

6.2. If 'ex-factory' prices have been agreed, but the Contractor still takes care of the transport or has the transport taken care of, the risk for loading and transport is for the Contractor's account.

6.3. If the goods are collected by or on behalf of Van Heck, the Contractor must assist with loading without charging for this.

6.4. Part delivery of the goods is only permitted if Van Heck has given its express and written permission for this.

ARTICLE 7 THIRD-PARTY IMPLEMENTATION

7.1. The Contractor is not permitted to hand over or outsource the order, or any part of it, or its implementation to a third party without prior written permission from Van Heck.

7.2. If the Contractor assigns the work, or any part of it, to a third party, it is obliged to immediately draw up a written agreement with respect to this. The terms and conditions of that agreement must be consistent with the Contract for the work concluded between Van Heck and the Contractor.

7.3. Transferring/outourcing does not alter the obligations that the Contractor has with respect to Van Heck by virtue of the Contract.

ARTICLE 8 ASSEMBLY

8.1. If it becomes apparent during the ordering that the goods must be assembled by the Contractor in a place or places designated by Van Heck, the Contractor will ensure that there are sufficient expert personnel available at the time of the delivery.

8.2. After the assembly, the Contractor will make personnel available, for a period of time agreed in advance, for the purposes of instructing Van Heck's staff in the use and maintenance of the goods supplied.

8.3. The provisions of Article 8.2 also apply to other goods that do not need to be assembled but which do require instructions.

8.4. The provisions of Articles 8.2 and 8.3 do not apply to goods for which the usage and the maintenance are known or are deemed to be known to Van Heck.

ARTICLE 9 INSPECTION AND TESTING

9.1. Van Heck is at all times entitled to inspect and test the goods ordered or supplied and/or work, including work in progress. In this case, the Contractor will provide such facilities as can reasonably be required for this.

9.2. The costs for the tests mentioned in Article 9.1 are for the account of the Contractor if the goods/work are rejected by Van Heck. Inspection or approval do not release the Contractor from any guarantees or liability arising from these Terms and Conditions, this Contract or the law.

ARTICLE 10 REJECTION

10.1. Van Heck has the right to reject the goods supplied or the work performed by the Contractor if they do not meet the requirements described in the order and/or on the specification. Acceptance of the goods or payment of the goods or work do not constitute approval thereof. Irrespective of approval, the goods and the work remain for the account and risk of the Contractor.

10.2. If Van Heck rejects the goods supplied and/or the work, the Contractor is obliged to do the following within a period stipulated by Van Heck:

- arrange for the free repair; or (at Van Heck's discretion)
- ensure that the goods are replaced free of charge and/or carry out the work, or have it carried out, in accordance with the Contract.

10.3. If the Contractor does not meet the obligations mentioned in Article 10.2 at all, not within the stipulated term or not to the satisfaction of Van Heck, Van Heck is entitled to carry out the work mentioned in 10.2 itself, or have the work carried out by a third party, for the account of the Contractor. Van Heck is entitled to offset the costs incurred with amounts owed to the Contractor.

ARTICLE 11 INTELLECTUAL PROPERTY RIGHTS

11.1. 'Intellectual property rights' are understood to mean, among other things, copyrights, database rights, design rights, trademark rights, patent rights, or the right to obtain these intellectual property rights through application, filing, registration or otherwise.

11.2. 'Intellectual property rights to the work' are all intellectual property rights vested in the work, on the goods and on the manufacturing aids, such as drawings, models, casts, dies and tools, created by or for the purposes of the implementation of the Contract between Van Heck and the Contractor.

11.3. All intellectual property rights to the work are vested in Van Heck. The Contractor will transfer these rights as far as is possible to Van Heck and carry out any additional actions required for the transfer immediately on Van Heck's request.

11.4. Van Heck does not owe the Contractor any compensation for the intellectual property rights to the work or the transfer thereof.

11.5. The Contractor guarantees that the goods to be supplied by it to Van Heck, the work to be carried out and the intellectual property rights to the work do not infringe the rights of third parties, including the rights to intellectual property, and indemnifies Van Heck against all claims arising from these. The Contractor will compensate Van Heck for all damages as a consequence of any infringement.

ARTICLE 12 GUARANTEE

12.1. The Contractor guarantees, for a period of 12 months after commissioning unless otherwise agreed, that the supplied and commissioned goods and work is of good quality, free of structural, material and manufacturing defects, and that they comply with the Contract. If the supplied and commissioned goods or work have not been put into use within 12 months after the supply or commissioning, the guarantee will be valid for a period of 12 months after supply or commissioning.

12.2. The Contractor will immediately and in consultation with Van Heck restore all defects evident in the goods and/or work during the guarantee period, or replace the defective goods or parts thereof, all of which at the discretion of Van Heck.

12.3. The Contractor will bear all costs associated with the repair of the defect or the replacement of the goods and/or work. This is also understood to include the costs for commissioning the goods and/or the work after the repair or replacement mentioned. If the goods and/or the work is part of a larger object, costs for commissioning the larger object will be for the account of the Contractor.

12.4. If the Contractor remains in breach of the guarantee obligation included in this article, Van Heck is entitled to execute the guarantee work itself, or have third parties carry it out, for the account and risk of the Contractor. Van Heck is entitled to offset the costs thus incurred with amounts owed to the Contractor.

ARTICLE 13 LIABILITY

13.1. The Contractor is liable for all immediate and indirect damage (including property damage, personal injury or trading loss) arising from a breach or wrongful act on the part of the Contractor, its subordinates or assistants. This also includes all damages arising from the presence and/or use of the goods that Contractor has involved in the implementation of the Contract.

13.2. The Contractor will indemnify Van Heck completely against third-party claims for damage compensation as referred to in the first paragraph.

ARTICLE 14 CONFIDENTIALITY

14.1. All models, design information, drawings and other documents that Van Heck gives to the Contractor, as well as the know-how that the Contractor becomes aware of through Van Heck, are confidential and the Contractor will not use them for any other purpose than to meet its obligations arising from the Contract with Van Heck.

14.2. The Contractor will not disclose or reproduce the information mentioned in Article 14.1, unless it has Van Heck's written permission. If the Contractor is obliged to give the confidential information provided for the execution of the Contract to its members of staff, the Contractor is obliged to ensure that its members of staff agree to the duty of confidentiality arising from this Contract before they take cognisance of the information made available by Van Heck.

14.3. If the Contractor is obliged to disclose the information referred to in Article 14.1 to a third party or to third parties for the execution of the Contract, it will undertake to impose the duty of confidentiality on the third party or third parties as well.

14.4. The Contractor will owe Van Heck an immediately payable penalty of 10% of the total order amount with a minimum of € 250 if it violates one or more of the obligations mentioned above.

14.5. In addition to alternative and additional compensation, the penalty mentioned in Article 14.4 can be claimed by virtue of the law. Van Heck is entitled to offset this penalty and/or compensation with amounts owed to the Contractor.

ARTICLE 15 MANUFACTURING AIDS

15.1. All manufacturing aids, such as drawings, models, casts, dies and tools, that Van Heck makes available to the Contractor for the execution of the Contract, or that the Contractor has made or commissions to be made specifically in the context of the Contract with Van Heck, remain or will become the property of Van Heck, under all circumstances, regardless of whether these have been paid for or not.

15.2. All manufacturing aids and all copies made of these must be made available to Van Heck or returned to Van Heck immediately on request.

15.3. As long as the Contractor is in possession of these manufacturing aids, the Contractor must mark these aids with an indelible mark that indicates that they are the property of Van Heck. The Contractor will point out Van Heck's ownership of these manufacturing aids to any third parties who wish to lay claim to them.

15.4. Notwithstanding the provisions of Article 14 of these Terms and Conditions, the Contractor will only use the manufacturing aids referred to in this article for the supplies and work implemented on behalf of Van Heck, and will not disclose them to third parties unless Van Heck has given its express written permission for this. The Contractor bears the risk of loss or damage and is obliged to insure this risk for its own account.

ARTICLE 16 INSURANCE

If asked to do so, the Contractor will demonstrate to Van Heck's satisfaction, at its own expense, that it has taken out adequate insurance which will cover any damage that Van Heck may suffer as a consequence of the acts and omissions of the Contractor and/or third parties which have been engaged.

ARTICLE 17 PAYMENT

17.1. Payment will be made within 30 days of receipt of the invoice but not later than 30 days after supply of the goods, unless Van Heck lodges a complaint about the quantity and/or quality of the supplied goods after receipt of the goods, including the associated documents.

17.2. For advance payments or payment in instalments, Van Heck is entitled to require of the Contractor that it provides security for performance that is adequate in the opinion of Van Heck. If the Contractor does not comply with this within the stipulated period, it will immediately be in default. In that case, Van Heck is entitled to terminate the Contract and recover its damages from the Contractor.

17.3. Van Heck is at all times entitled to offset any amounts the parties may have to claim from each other.

ARTICLE 18 TERMINATION

18.1. Notwithstanding the provisions of Articles 4 and 10, Van Heck is entitled to terminate the Contract, entirely or in part and by way of a written statement, in the event that the Contractor is declared bankrupt, has applied for provisional suspension of payment, or has lost full or partial power of disposition of its assets through attachment, a guardianship order or in other respects, unless the receiver or administrator acknowledges the obligations arising from this Contract as estate debt.

18.2. The right to termination mentioned in the previous article also applies if the

Contractor is guilty of breach of contract or otherwise fails to meet its obligations.

18.3. The Contractor is liable for damages that Van Heck suffers as a consequence of the termination.

ARTICLE 19 APPLICABLE LAW

19.1. In the event of disputes, the parties will first attempt to settle these disputes amicably.

19.2. Dutch law governs this Contract.

19.3. The Vienna Sales Convention (CISG) does not apply, nor do any other international regulations whose exclusion is permitted.

19.4. The competent civil court in the Netherlands in Van Heck's place of business has exclusive competence to hear any disputes, unless this is in conflict with mandatory law. Van Heck is entitled to deviate from this rule governing jurisdiction and apply the statutory rules governing jurisdiction.

19.5. The Parties may agree to use other forms of dispute resolution, such as arbitration or mediation, for instance.