



GENERAL PURCHASE CONDITIONS

I. DEFINITIONS

- a. Purchaser: Rockline Industries Netherlands B.V., established at Fokkerstraat 2 (3905 KV) Veenendaal, The Netherlands, as well as all of its affiliated companies.
- b. Supplier: the party entering into an agreement with Purchaser for the delivery of goods.
- c. Goods: wherever these conditions refer to goods, they include both the items and the services to be supplied to Purchaser.

II. APPLICABILITY

- a. These General Purchase Conditions apply to all agreements entered into with Purchaser, in respect of mainly - but not limited to - the delivery of resources, unless explicitly agreed otherwise. By acceptance of Purchaser's order, Supplier acknowledges the applicability of these General Purchase Conditions.
- b. Any stipulations varying from these conditions are subject to the written acceptance of Purchaser.
- c. The applicability of any other general terms and conditions (of delivery) is explicitly dismissed, which dismissal is accepted by Supplier by accepting these conditions.

III. OFFERS

- a. All offers of Supplier, including costs, of whichever nature, are considered to be irrevocable.
- b. Agreements or promises by representatives or subordinates of Purchaser do not bind Purchaser, unless these agreements or promises are confirmed by Purchaser in writing.

IV. AGREEMENT

The written acceptance of the order by Purchaser is decisive in terms of the scope of the agreement.

V. PRICE

- a. Purchaser shall owe solely the agreed price, without any surcharges in connection with - but not limited to - packaging, delays or storage.
- b. If the agreed price exceeds the lowest price at which Supplier is selling the Goods or similar goods to other customers as of the date of delivery to Purchaser, this lower price shall prevail.
- c. If prior to delivery of the Goods, Purchaser is able to purchase a portion or all of the Goods, or similar items of like quality, at a price which is less than the agreed price, Purchaser shall notify Supplier. Should Supplier fail to meet such lower price, Purchaser may, at its option, purchase from the other source at the lower price, in which event Purchaser and Supplier shall be relieved of their obligations under their agreement in respect of that portion of the Goods or similar items purchased from the other source.

VI. DELIVERY

- a. The Goods shall be delivered DDP (Incoterms 2020), unless explicitly agreed otherwise between the parties, in writing.
- b. The Goods must be accompanied by a packing slip. If the Goods are delivered to a consignee or agent of Purchaser, a copy of the packing slip shall be forwarded concurrently to Purchaser. If the Goods lack a packing slip, the count or weight determined by Purchaser or its agent, or consignee shall be binding.
- c. Ownership of the Goods supplied, shall transfer to Purchaser immediately after Purchaser signing for receipt, or after this having been signed on its behalf, in accordance with the delivery conditions as agreed or as determined in Section 6, paragraph a.
- d. The delivery times given by Supplier are final deadlines. In the event of late delivery, Supplier shall therefore be in default, without further notification of default.
- e. In the event that the final deadline is exceeded, Purchaser - at its discretion - can either opt to accept the delayed delivery subject to the obligation of Supplier to pay compensation, or opt for immediate termination and indemnification.

VII. PAYMENT

- a. Payment by Purchaser shall be effected within 90 days of the invoice date or, if delivery takes place thereafter, after the date of receipt of the Goods, or within the term agreed by Purchaser with Supplier in writing.
- b. If Supplier supplies incorrect goods or submits a faulty invoice, Purchaser shall at all times be entitled to postpone its payment obligations until Supplier has fulfilled all its obligations, after which a new payment term as referred to in the previous paragraph shall be applicable to Purchaser.
- c. Purchaser shall at all times be entitled to set off any amount it owes Supplier against any amount Supplier owes Purchaser, also if the latter amount is not yet due and payable.
- d. Purchaser, if this situation arises, hereby issues Supplier the notice of setoff referred to in article 6:127 of the Dutch Civil Code.
- e. Supplier shall not be entitled to set off.
- f. Payments made by Purchaser shall first be applied to the principal sum, followed by any interest owed and finally to costs.

VIII. QUALITY

- a. Supplier guarantees that the Goods meet the agreed conditions, the purchasing terms of Purchaser and the statutory regulations applicable in that case, that they are free from visual and hidden defects and suitable for Purchaser's intended purpose. Acceptance by Purchaser shall always be subject to all rights with regard to quality and quantity.
- b. Supplier guarantees that the use and/or sale, alone or in combination, of the Goods will not infringe or violate any third party intellectual property rights.
- c. Supplier guarantees that the Goods and their production, storage, pricing, delivery and sale hereunder are in compliance with applicable legislation and regulation applicable thereto including, without limitation, all packaging and labelling laws and any applicable laws, regulations, rules and standards.
- d. Supplier guarantees the Goods are free of liens and/or any limited rights.
- e. Purchaser is entitled to inspect the Goods (or arrange for these to be inspected). Inspections can take place before, during and/or after delivery. To this end, Supplier shall render its unconditional assistance and access to the Goods.
- f. Supplier will maintain a quality assurance system which is adequate in Purchaser's judgment to detect and prevent shipment of nonconforming Goods. In the event of any recall affecting the Goods, Supplier indemnifies Purchaser and Purchaser's customers in accordance against all claims. Supplier hereby unconditionally and irrevocably authorises Purchaser to take the necessary measures which, in the opinion of Purchaser, are needed in the event of complaints regarding goods from the Supplier which have not been processed further by Purchaser or a third party, e.g. organising a recall, at the expense and risk of Supplier.

IX. LIABILITY

- a. Supplier indemnifies Purchaser against all third party claims on the grounds of faulty goods. Supplier must take out sufficient insurance against the usual risks including, but not limited to, (product) liability.
- b. Supplier indemnifies Purchaser against third party claims on the grounds of Purchaser failing to supply, or supplying late or incorrectly, if this is the result of Supplier failing to supply, or supplying late or incorrectly.
- c. Every liability of Purchaser towards Supplier is excluded, except in case of gross negligence on the part of the purchaser.

X. TERMINATION, SUSPENSION OR DELAY

Purchaser shall have the right at any time to terminate, suspend, or delay the order in whole or in part by prior written notice to Supplier. Immediately after receipt of such notice, Supplier shall stop all performance hereunder except as may otherwise be directed by Purchaser. In the case of termination, suspension or delay, Supplier shall then transfer to Purchaser, in accordance with Purchaser's directions, all materials and (confidential) information, in relation to the design, development, manufacture, assembly, shipment, installation, operation, maintenance or repair of the Goods. Supplier shall, if directed by Purchaser and to the extent stated in the notice of termination, suspension or delay, make all efforts necessary to preserve the work in progress and to protect the Goods.

XI. FORCE MAJEURE

- a. Force majeure is understood to mean every event or circumstance beyond the control of Purchaser which temporarily or permanently prevents the performance of the agreement including, but not limited to, acts of God, war, disasters, terrorism, third party criminal acts, industrial action, flood, earthquake, fire, labour disturbance, transport difficulties, disruptions in the business operation of Purchaser or its clients, operation of statutes, laws, rules or rulings of any court or government.
- b. In the event of force majeure, Purchaser shall be exempted from all its obligations towards Supplier, without being liable to pay Supplier any type of compensation.

XII. BANKRUPTCY OR (PROVISIONAL) MORATORIUM

- a. In the event of bankruptcy or (provisional) moratorium and/or liquidation of Supplier, Purchaser reserves the right to cancel the agreement in full or in part without further notification of default. Purchaser is not liable to any claim for compensation and such action in no way prejudices his further right as Purchaser.
- b. All claims which Purchaser may have or acquire on Supplier in the above event shall be immediately and fully due.

XIII. WORK ON PREMISES

If Supplier provides any services or work on Purchaser's premises, Supplier will examine the premises and any specifications or other documents furnished in connection with the Goods and satisfy itself as to the condition of the premises and site. No allowance shall be made in respect of any error as to any of the foregoing on the part of Supplier. Supplier shall at all times keep the premises free from accumulations of waste material or rubbish. At the completion of installation of the Goods, Supplier shall leave the premises and the Goods broom-clean. Supplier assumes all risks and shall indemnify and hold Purchaser and its employees harmless from and against all damages, claims, suits or liabilities.

XIV. ASSIGNMENT

Supplier gives permission to Purchaser to assign the agreement to any affiliate or to any entity succeeding to Purchaser's business.

XV. CONFIDENTIALITY

- a. During the term of the agreement between parties, Supplier shall maintain confidentiality to all information concerning the business of Purchases and to the agreement between parties to any other party.
- b. Neither party shall make any press announcements or publicise the terms of the agreement in any way without the prior written consent of the other party.

XVI. NON-SOLICITATION

Each party agrees that it will not solicit for employment or employ any employee of the other with whom it may have had contact as a result of their agreement. This restriction shall apply during the course of the agreement and for six months after its termination for whatever reason.

XVII. CONVERSION

If and insofar as one of the provisions of these General Purchase Conditions is void or voidable, it must be deemed to be replaced by the provision which is permitted by law and which best reflects the purport of the parties as demonstrated by the contents of the void or voidable provision, while the remaining provisions continue to apply in full, unaffected.

XVIII. APPLICABLE LAW AND CHOICE OF FORUM

- a. All agreements concluded with Supplier are governed by the laws of the Netherlands, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- b. All disputes arising from agreements entered into by Purchaser shall - at its discretion - be settled by the District Court of Utrecht.