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## Duplaco General Purchasing conditions Goods and Services

**These General purchasing conditions apply to and are integral part of every application, quotation, order and purchase order. The applicability of other general terms and conditions of the Supplier are not accepted by Duplaco and herewith explicitly rejected.**

### 1. Definitions

In this document, **Agreement** means the binding contract as described in article 2; **Duplaco** is the legal person from whom the purchase order, order or application originates; **Duplaco** (-group) is the group of partnerships that are organizationally connected to Duplaco Holding B.V., of which each partnership is a Duplaco- joint stock company; **Goods** are affairs, products, materials, liquids, equipment, models, software, rented items, stored items and all corresponding documentation, to be delivered, as specified in the Purchase order. A **Purchase order** is an order supplied by Duplaco including all corresponding documentation; **Services** are services, results of services and/or all corresponding materials to be delivered as specified in the Purchase order. **Supplier** is the legal or natural person that comes to an Agreement with Duplaco.

### 2. Acceptance

These General Purchasing conditions, together with the Purchase order of Duplaco, constitute the conditions for the supply of Services and/or Goods from the Supplier to Duplaco and are binding for Parties after acceptance by Supplier (the binding Agreement). Modifications by Supplier are only binding upon written consent by Duplaco. Carrying out part of a Purchase order by Supplier counts as unconditional acceptance of the Purchase order by Supplier.

### 3. Commercial conditions

**3.1** Supplier delivers the Goods and/or carries out the Services according to the in the Agreement mentioned prices. Unless explicitly noted otherwise, prices are (i) set, (ii) excluding possible VAT but (iii) including all other taxes, rights, charges, compensations (including license fees) amounts and including all costs.

**3.2** Duplaco can have any other Duplaco partnership carry out the required payment which counts for Duplaco as liberating payment. Supplier is not entitled to delay his obligations in case an invoice is disputed upon. Duplaco has the right to settle amounts owed to Supplier with amounts owed by Supplier to Duplaco.

**3.3** Duplaco wields a payment term of 60 days for the payment of the invoice of the Supplier. By delivering to Duplaco, the Supplier accepts the aforementioned payment term.

**3.4** If Services are carried out under a compensation of worked hours and costs incurred, Supplier will keep record of all costs, expenses and worked hours and have these records available for inspection by Duplaco.

### 4. Compliance

**4.1** Supplier guarantees to act according to all applicable (inter) national laws and regulations, standards and norms, guidelines and codes relating to carrying out the Agreement, including all applicable laws and regulations regarding international trade like embargo's, import- and export restrictions and sanction lists.

**4.2** Supplier guarantees to own all rights on the Goods, Services or parts thereof, needed to carry out the Agreement. Supplier has full authorisation to possess and disown the Goods and possesses all licences, permits, statement of End Users and all other required documents in the land of origin, of transit and of destination to fulfill his obligations, and shall notify Duplaco immediately in case of any legal constraints.

### 5. Delivery time

Supplier guarantees to deliver the Goods and/or Services without delay and interruption. Supplier shall notify Duplaco immediately in case of any unforeseen delay.

### 6. Delivery, acceptance and warranty of Goods

**6.1** Unless explicitly agreed upon otherwise, Goods are delivered to Incoterms DDP location Duplaco.

**6.2** Delivery is carried out with sound packaging. Costly and reusable packaging are taken back by Supplier. Supplier shall timely provide Duplaco with (copies of) all applicable licences, permits, documents, information, specifications and instructions needed for safe and correct transport, use, treatment, processing and storage of the Goods and of all usual certificates.



**6.3** Supplier guarantees that the Goods meet the specifications and demands of the Purchase order, function correctly, are unused, are produced with good materials and craftsmanship, are free of any defects, are not burdened in any way and are free of liens and rights of retention and are suitable for the intended purpose as far as possibly known to Duplaco. The warranties in the Agreement extend to Duplaco and Duplaco's buyers.

**6.4** Supplier shall repair or replace defect or dysfunctional Goods or parts at once within a period of 2 years after the date of acceptance or, if later, the date of commissioning. Repaired or replaced Goods or parts have warranty for another period of 2 years time after the repair- or replacement date. As far as possible, Supplier shall leave these Goods available for use by Duplaco, until Duplaco has received replacement Goods. The warranty period is elongated with the period(s) during which the Goods have been out of order.

**6.5** Duplaco has the right to reject all Goods that are delivered (i) outside the agreed timeframe (ii) in other volumes and/or quantities than agreed upon (iii) in unsound or damaged packaging or (iv) with one or more defects. Returning the Goods is at risk and cost of the Supplier, whilst the right of Duplaco for compensation of damage and costs suffered as a consequence of the inability of the Supplier to fulfill his obligations is maintained.

**6.6** Whether or not an inspection or test is performed, the Supplier is not dismissed of his obligations and warranties.

## **7. Performing and accepting Services**

**7.1** Supplier guarantees the quality and results of the Services. Supplier performs the Services according to the demands and specifications in the Agreement, with a certain level of skill, care and craftsmanship as reasonably can be expected and with use of sound and well maintained materials and sufficiently qualified personnel.

**7.2** Supplier shall instruct Duplaco timely and adequately on how the Services should be used.

**7.3** The Services are solely accepted by means of a written consent from Duplaco.

## **8. Transfer of ownership**

**8.1** Duplaco becomes owner of the Goods and results and materials that are part of the Services upon delivery of those at the in the Agreement mentioned place. If the Agreement provides prepayment, the ownership is transferred to Duplaco after payment and Supplier shall store the recourses, materials and half fabricates, intended for the production/fabrication of the Goods and the ready Goods in an identifiable manner. The risk of such Goods remains at the Supplier until the moment of acceptance.

**8.2** Ownership and risk of Goods delivered on basis of a rental agreement, remain at the Supplier.

**8.3** Ownership of Goods, stored on basis of a storage agreement, remains at Duplaco. The risk of such Goods transfers to Supplier upon receiving those Goods and ends after delivery of these Goods to Duplaco.

## **9. Inspection**

**9.1** Supplier sees to it that Duplaco or its representative has the ability to inspect the Goods, the manufacturing process of the Goods, and/or a location where the Services or a part of those are performed.

**9.2** Supplier shall carefully control and monitor the quality of Goods and Services and the progress of manufacturing and delivery. Supplier sees to it that Duplaco or its representative has the possibility to attend inspections of Goods and/or inspect Goods itself.

**9.3** Inspection and/or tests do not release Supplier of any obligations or liabilities under the Agreement.

## **10. Controlled modifications**

Written consent by Duplaco is needed prior to any modifications on (parts of) Goods and/or alterations in the (performance of) Services, including (business) processes, resources and/or other modifications that could influence the specifications of the Goods and/or Services. Supplier informs Duplaco well ahead about such modifications and gives Duplaco the ability to inspect and test the Goods.

## **11. Chemical substances**

Supplier guarantees to be fully informed on Regulation EG No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) that are imported, distributed or used in the European Union. Supplier guarantees that, as far as applicable, the Goods or substances fully comply with the demands of REACH. Supplier shall pass (pre-)registration number(s) to Duplaco. If Goods or chemicals therein fall under the scope of other (inter)national regulations which restrict the use of chemical substances,



Supplier shall guarantee that the Goods or substances therein are completely compliant with the regulation of concern.

## **12. Sustainability, HSE (Health, Safety, Environment) and Security**

**12.1** Supplier meets and acts accordingly with all applicable safety-, health- and environmental regulations. Supplier avoids pollution of the soil and groundwater, limits the air- and noise disturbance at the location of Duplaco and meets all (network)security regulations that apply to the location of Duplaco. Supplier shall provide good and safe transportation, good and safe equipment and schooled and qualified personnel that understands the language at Duplaco and/or English, and works safely, healthy and environmentally responsible. Duplaco has the right to inspect these aspects of the Agreement. Supplier shall notify Duplaco on any irregularities regarding safety, health, environment and security. In case of an incident, Supplier shall, under supervision of Duplaco, immediately take all measures to clean or isolate all released chemicals to prevent pollution as a consequence of such an incident.

## **13. Liability and damage compensation**

**13.1** Supplier is liable towards Duplaco and indemnifies and sets him, and the with him affiliated companies, including directors and personnel (to be called "Indemnified Parties") for all damage, loss (personal) injury (including death), costs and claims suffered by Indemnified parties, made or imposed and resulting from or connected with (carrying out) the Agreement and the use and/or sales of Goods and/or the use of Services by Duplaco, companies affiliated with Duplaco or any third party, as far as damage, loss (personal) injury, expenses, costs, fines, penalty or claim is not the result of intent or gross debt by Duplaco or affiliated companies.

**13.2** Supplier is fully liable for correct and timely payment of all taxes and fees owed with respect to carrying out the Agreement, and indemnifies the Indemnified Parties on all claims and compensations regarding his obligations towards taxes, contributions and possible claims by thirds, including the Government.

**13.3** Under no circumstances shall Duplaco be held liable for any direct and indirect damage based on or resulting from the Agreement.

**13.4** None of the Parties shall be held liable towards the other Party for neglect in the compliance with the Agreement, if and as far as the compliance with the Agreement is delayed, obstructed or hindered by any cause beyond the sphere of influence of the Party concerned and the cause is or should not be part of his risk, provided that this Party was not already in neglect towards those obligations that are delayed, obstructed or hindered. The sole issue of delayed delivery of materials or provisions to Supplier or his suppliers, or a shortage in personnel is not regarded as force majeure. In case a situation of force majeure continues beyond 30 days, Duplaco is entitled to terminate the Agreement partially or entirely.

## **14. Confidentiality**

All information provided by, or on behalf of Duplaco, together with information developed relating to the Agreement shall be treated as confidential and can only be used by Supplier for the purpose of the Agreement. To make information publicly available is only allowed for personnel of the Supplier and his suppliers in case and to the extent of necessity for carrying out the Agreement. Upon request, Supplier shall return the information immediately to Duplaco, without keeping a copy. In case Supplier receives a court order or is legally required to make the information public, Supplier immediately notifies Duplaco. Supplier shall treat the existence of the Agreement as confidential. Supplier or his personnel shall sign a separate non disclosure agreement upon request.

## **15 Property and intellectual property rights**

**15.1** All information provided to Supplier, including specifications and materials, remain the property of Duplaco. Supplier is not entitled to use or refer to any intellectual property right of Duplaco or a company affiliated with Duplaco without preceding written consent. Authorized use needs to be in accordance with the instructions and for the designated purposes.

**15.2** Supplier guarantees that the delivery of the Goods and/or the use of the Services, the sales or application of those by Duplaco do not result in any infringement or unrightful use of any intellectual property of third parties.

**15.3** All intellectual property rights that arise through carrying out the Agreement are merited by Duplaco and shall be transferred from Supplier to Duplaco.



**15.4** All intellectual property rights on, for or commissioned by Duplaco developed software, including source code and documentation, are at Duplaco or are transferred to Duplaco. Intellectual property rights on other software remain at the Supplier and Supplier grants Duplaco a non-exclusive, non-transferable, irrevocable, everlasting and costless license that is not restricted to specific equipment or locations. Duplaco is permitted to provide sublicences to other companies within Duplaco-Group.

## **16. Insurance**

Supplier shall make and maintain insurance contracts that adequately cover the risks of the Agreement and carrying out the Agreement. Upon request by Duplaco, Supplier shall provide insurance cards and notify Duplaco on possible modifications.

## **17. Termination and suspension**

Duplaco has the right to partially or fully suspend fulfilling his obligations or to terminate the Agreement with immediate effect, unabated the right for damage compensation and without any obligation to compensating the Supplier (i) in case Supplier fails to pay his debts, is in or has requested a state of moratorium, is declared bankrupt, has terminated or suspended all or a significant share of his activities, or is in a similar situation (ii) in case of non-compliance with regulations on import, export or restricting the use of chemical substances or regulations on health, safety, environment and security (iii) in case of non-approved modifications in agreement with article 10. After such termination, Duplaco may return the received Goods and/or Services fully or partially against a refund and transfer of property to Supplier.

## **18. General**

**18.1** If a condition of these General Purchasing Conditions or of the Agreement were to be or to become invalid, the other conditions will remain unabated in force. Parties shall replace the invalid condition(s) by a condition with similar meaning that comes as close as possible to the meaning of the original condition.

**18.2** If a party does not ask for strict compliance with an obligation towards these General Purchasing conditions or the Agreement by other party, this shall not have any influence on the right to demand strict compliance at a later point in time. If a party gives up his right at compliance, then this shall not also be applicable to preceeding or later neglects by other party. To give up compliance can only be done in written form, unconditionally and with mention of the specific right that is given up.

**18.3** Supplier is not entitled to transfer the Agreement partially or completely without the written consent of Duplaco. Such consent does not relieve the Supplier and is provided under the condition of compliance on any obligations under the Agreement. Duplaco has the right to transfer this Agreement or a part of it to a Duplaco Company, of which the Supplier shall be informed. .

**18.4** Nothing in the Agreement shall be expected to create an agency, partnership, joint venture or working relation between the parties.

**18.5** To this Agreement, the Dutch right applies exclusively, excluding rules on international private law that would lead to the application of the right of another state. The Convention of the United Nations, signed on 11 april 1980 in Vienna regarding international purchase agreements on Goods (CISG) is not applicable. Each transport of Goods to or from a warehouse that can be part of the Services needs to comply with the conditions of the treaty regarding the manner of transport.

**18.6** Any dispute shall first be subject to the decision of the competent court in Almelo. Ik geschil zal in eerste instantie worden onderworpen aan de beslissing van de bevoegde rechter te Almelo. During the dispute, none of the parties is relieved of its obligations under the Agreement, with the exception of the obligations that are directly related to the dispute.

**18.7** Termination of the Agreement on whatever grounds does not affect the rights or obligations that explicitly invoke lasting obligations by their nature or content such as statements, guarantees, obligations regarding confidentiality, intellectual property rights and rights and obligations that have arisen during the duration of the Agreement.

