

These Purchase Conditions govern all purchases made by IGS GeboJagema (hereinafter referred to as the "Buyer") from any seller (hereinafter referred to as the "Seller") of raw materials, equipment, machinery, finished goods, semi-finished goods or services (hereinafter referred to as the "Supply"). In case Seller and Buyer have signed a framework agreement or other form for commercial agreement concerning deliveries of the Supply from Seller to Buyer (the "Commercial Agreement"), the terms and conditions of such Commercial Agreement including any and all appendices shall apply and prevail, provided and to the extent that such Supply is within the scope of the Commercial Agreement.

## Scope of application

These Purchase Conditions shall apply to all sales and delivery of Supply from the Seller to the Buyer, unless otherwise specified in the Specific Orders (as defined below). These Purchase conditions shall be supplemented by specific written Orders (hereinafter referred to as Specific Orders) which shall outline price, quantity, delivery terms and other relevant details of each Order. These Purchase Conditions shall not in any way be affected by any terms and/or conditions of sale which may have been or may be issued by the Seller. This means, inter alia that any disclaimers or limitations of the Seller's liability shall be null and void.

## Prices, Payment, Place and Time of Delivery, Transfer of Risk and Title

The price, quantity, place and time of delivery, payment and delivery terms and other requirements for the Supply shall be as stipulated in the relevant Specific Order(s). Unless otherwise stated in the Specific Order(s) **Payment shall be due 60 days after receipt of a proper invoice** unless otherwise agreed, and delivery of and transfer of risk for the Supply shall be according to the agreed delivery terms in accordance with Incoterms 2010. If no delivery terms are stated in the Specific Order(s), the agreed delivery terms shall be DDP ("Delivery Duty Paid") – DDP Eindhoven, the Netherlands. Title to the Supply shall be transferred to the Buyer upon Buyer's payment of the Supply or upon the Seller's delivery of the Supply whichever occurs first time.

## Invoices

The invoices issued by the Seller shall specify the Supply and number of units, the applicable prices and discounts, taxes and duties, Purchase Order (PO) number, Buyer's company name, the account entry type (invoice, credit note, etc.), Seller's VAT number or US federal taxpayer ID, Seller's bank account information for payment. If applicable, HS codes, country of origin, custom tariff number and net weight must be stated on the invoice. If the above mentioned required information is incorporated into the invoice, the invoice shall not be processed for payment.

## Consequences of delay

The Seller shall inform the Buyer forthwith of any expected delays in delivery. **Time is of the essence as regards punctual delivery of Supply.** This means that the Buyer shall be entitled to reject any late delivery. In addition to such remedy, the Buyer shall be entitled to claim compensation for any costs, damages or third party claims caused, whether directly or indirectly, by such delay.

## Quality Conformity

Supply delivered according to these Purchase Conditions and/or any Specific Order(s) shall correspond to the agreed specifications. Any and all deliveries of the Supply by the Seller to the Buyer shall be effected in accordance with all applicable laws and regulations, and environmental or safety related standards and requirements, whether agreed or statutory. All Supply shall upon delivery be duly protected from any damages likely to be caused by fluctuations in temperature, exposure to sunlight, other goods or material or other relevant factors.

## Packaging and Shipment

The Equipment travels at the seller's risk accordingly to the Incoterm DDP. The seller undertakes to contract the necessary insurance, it being understood that the time limit for reporting losses will not prejudice the buyer. The following elements must appear on each delivery note:

- The order reference (Purchase order number)
- The buyer and seller company name/address
- The codes and designation of the delivered Equipments indicated in the purchase order
- The place and date of delivery
- The documents accompanying the equipment
- The quantities delivered
- The country of origin
- The seller undertakes to deliver the equipment to the place of delivery, within the time limits set in the purchase order;

## Consequences of defective Supply

In the event that any portion of Supply turns out to be defective upon delivery, the Buyer shall be entitled to ask for full replacement or cancellation of such portion of Supply, at the Seller's cost and risk. Any replacement shall be effected without undue delay. In addition hereto, the Buyer shall be entitled to compensation for any costs, damage or third party claims caused, whether directly or indirectly, by such defective Supply. Finally, the Buyer shall be entitled to reject the full consignment of Supply delivered, provided the defective portion of the Supply constitutes a substantial part of the total Supply consignment in question.

## Right of return

Standard Supply in the original packaging and in an undamaged condition can be returned to the Seller at any time within 3 (three) months after delivery to full credit.

## Intellectual Property Rights

Any and all rights, rights of ownership, industrial and/or intellectual property rights to any Supply (including but not limited to results, inventions, improvements, and know-how (whether patentable or not) development for and/or supplied to the Buyer as part of a Specific Order shall be vested in the Buyer without any additional cost or compensation being payable to the Seller, any of its employees or any of its permitted sub-contractor(s). The Seller hereby declares on its own behalf, on behalf of its employees and on behalf of any permitted sub-contractors(s) of the Seller, that they have finally and irrevocably assigned free of charge to the Buyer any and all industrial and/or intellectual property rights to any Supply developed for and/or supplied to the Buyer as part of a Specific

Order, and such intellectual property rights shall be the sole property of the Buyer. To safeguard the interests of the Buyer in results, inventions, improvements, and know-how, the Seller shall forthwith inform Buyer in the event of these in full detail including all raw data. The Seller, the employees of the Seller and any permitted sub-contractor(s) of the Seller, shall free of any charge do any reasonable act or thing or execute any reasonably required document to give effect to the foregoing, including but not limited to providing required transfer statements. Only in the event and to the extent the Seller uses own developed standard software, standard documentation and/or standard equipment as part of the Supply that are generally offered to other customers of the Seller than the Buyer, then any and all industrial and/or intellectual property rights to such standard software, standard documentation and/or standard equipment shall remain with the Seller. In such event the Seller hereby grants to the Buyer a non-exclusive, unlimited, irrevocable, fully paid up, worldwide, royalty free, sub-licensable, perpetual right to use such standard Software, standard documentation and standard equipment supplied to the Buyer as part of the Supply. The Buyer or any third part engaged by the Buyer shall be entitled to copy, maintain, implement, refit, amend, develop and/or make derivate works of such standard Software, standard documentation and standard equipment

#### Warranty

Seller warrants (i) that the Supply is free from any defects for a 2 (two) year period from the date of delivery (ii) that any and all data, information, manuals, etc. provided by the Seller concerning the Supply are complete, consistent and in compliance with the agreed specifications (iii) that the Supply (including but not limited to any documentation) does not infringe the rights of third parties, including without limitation intellectual property and other intangible rights, and (iv) that all necessary licenses/rights of use are obtained from third parties at Seller's own costs. Any costs related to the remedy of any defects shall be borne by the Seller, including but not limited to transportation costs, reparation costs and costs of replacement parts.

#### Liability and Indemnification

Irrespective of the warranties set-out above, the Seller shall at any time be liable for any and all claims, expenses, losses, damages, suits of liabilities caused by any willful misconduct or negligent act or omission by Seller, including without limitation personal injuries and damage to both fixed and moveable property. In the event that an action is brought against the Buyer claiming infringement of any third party rights, the Buyer is obliged to notify the Seller in writing. The Seller shall take over the action and pay all costs connected with the action. The Seller shall indemnify, defend and hold harmless the Buyer for all costs connected with such action, including legal costs and attorneys' fees.

#### Spare parts en maintenance

In the case of machinery, equipment, software or similar goods being delivered as the Supply or together with Supply, the Seller undertakes to be capable of delivering spare parts, instruction manuals or similar goods or services for a period of not less than 10 (ten) years after the time of delivery of the Supply in question. Furthermore, the Seller undertakes to meet any request by the Buyer to maintain and update such machinery, equipment, software, manuals etc., on financially reasonable terms.

#### Confidentiality

The Seller shall keep confidential, and shall ensure that its respective servants, agents, permitted subcontractors and affiliates shall keep confidential, at all times during and after expiry or termination of these Purchase Conditions, all information and documents owned, licensed by Buyer and disclosed to Seller in oral, visual, written, electronic or any other form. The Seller shall not copy, disclose or furnish such confidential information and documents to any third party or use the same for any purpose except in so far as may be necessary for performing its obligations under any Specific Order. Unless otherwise specifically agreed in writing, the Seller shall not be entitled to use the trademark, logo's, brand names, patents or any intellectual property rights belonging to the Buyer. On completion or early termination of the Specific Order and these Purchase Conditions, the Seller shall, unless otherwise agreed, return to the Buyer the confidential documents an information received from the Buyer at no additional cost to Buyer.

#### Governing law and arbitration

These Purchase conditions shall be governed by the substantive laws of The Netherlands. Any dispute arising out of these Purchase Conditions shall be finally settled under the procedural rules of the Dutch Institute of Arbitration by the NAI (Netherlands Arbitration Institute). Arbitration shall take place in Rotterdam, the Netherlands. Arbitration proceedings shall be conducted in the Dutch or English language.

#### Code of conduct

The Seller is responsible for following any code of conduct handed over to him, in written and/or oral form, in connection with the Specific Order.

#### Permits

The Seller is responsible for identifying and drafting the necessary documents for Buyer's obtainment of permits, approvals etc. required for accomplishment of the Supply, Notwithstanding anything to the contrary and in no event shall Seller (now or in the future) be authorized to sign on behalf of the Buyer any documents or agreements entered into with public officials. The Buyer must be copied in on all written correspondence with public officials.