

GENERAL PURCHASE CONDITIONS KIREMKO B.V.

January 2021

Article 1 Definitions

Agreement: the agreement concludes between Kiremko and Supplier concerning the delivering of Goods and / or Services.

Confidential Information: without limitations: all company and financial information, specifications, pictures, drawings and other documents disclosed by Kiremko.

Defects: errors and/or defects in Goods and/or Services

Goods: the products to be delivered by Supplier to Kiremko.

Kiremko: Kiremko B.V.

Parties: Kiremko and Supplier.

Quotation: offer from Supplier to Kiremko for the delivery of Goods and / or Services.

Services: the work to be provided by Supplier to Kiremko.

Supplier: the Supplier from whom Kiremko receives a quotation and / or offer or with whom Kiremko concludes an agreement with regards to Goods and / or Services.

Article 2 Applicability

- 2.1 These General Purchase Conditions are applicable to all requests and quotations and (additional) agreements Kiremko concludes with Supplier.
- 2.2 The general supply conditions of Supplier, or any other terms and conditions Supplier is using or refers to, are explicitly not applicable.
- 2.3 Deviations and / or additions to the General Purchase Conditions are valid only if these are explicitly and written agreed upon in for example a written agreement and are only valid for the concerning Agreement.
- 2.4 When a condition of these Purchase Conditions is contradictory to a condition in the Agreement, the condition from the Agreement prevails with respect to the contradiction.
- 2.5 If any provision of these Purchase Conditions may be in conflict with any statutory regulation and/or is declared null and void or annulled on the basis of an irrevocable court decision, the other provisions in these Purchase Conditions will remain in effect. Parties will then endeavor to replace the invalid or nullified provisions with a valid provision, which will correspond as closely as possible to the intention of the invalid or nullified provision.
- 2.6 If Kiremko does not always require strict compliance with these Purchase Conditions, this does not mean that the provisions of these Purchase Conditions do not apply, or that Kiremko would lose the right to require strict compliance with these Purchase Conditions in other cases.

Article 3 Realisation of the agreement

- 3.1 Unless otherwise agreed between Parties, the offer or quotation provided by Supplier is irrevocable and valid for at least a period of 30 calendar days after the date of receipt of the offer or quotation by Kiremko.
- 3.2 The Agreement is concluded by the acceptance of Supplier's offer in writing (including by email) by Kiremko or by the signing of a written Agreement between Supplier and Kiremko. Kiremko has the right to grant parts of the issued quotation to Supplier.

Article 4 Changing the order

- 4.1 Kiremko will notify Supplier in writing of any changes it wishes to implement in the quantity and / or quality of the Goods and / or Services to be delivered. Changes must be agreed in writing between Parties.
- 4.2 If, in the opinion of Supplier, a change has consequences for the price or delivery time, he is obliged, before implementing the change, to inform Kiremko of this in writing as soon as possible, but no later than 8 working days from the date of the requested change.
- 4.3 In the event that Supplier has not (fully) or not timely informed Kiremko in writing about any consequences, the consequences will be for the account and risk of Supplier.
- 4.4 Supplier may not make or implement changes to the Goods and / or Services to be delivered and the conditions under which they must be delivered without the prior written consent of Kiremko.

Article 5 Prices

- 5.1 The prices stated in the Agreement are fixed and binding and include all costs related to the fulfillment of Supplier's obligation.
- 5.2 The reimbursement of the total costs of the Goods and / or (related) Services to be delivered is determined by a fixed amount agreed in advance in writing between the parties.

Article 6 Delivery and acceptance

- 6.1 Supplier guarantees that the Goods and / or the Services comply with what has been agreed.
- 6.2 Any (additional) work not agreed in advance in writing is at the expense and risk of Supplier.
- 6.3 The time of delivery is the time when the purchased Goods are delivered and received by Kiremko's authorized person or the completion of the Services.
- 6.4 Unless otherwise agreed, the order will be delivered to Kiremko, in the cheapest shipping method for Kiremko. If the order is delivered at another location, Supplier must notify Kiremko of this at least 24 hours before the time of delivery. In default of this, repair costs are entirely for Supplier.

- 6.5 The Goods are at the risk of Supplier until the time of actual delivery.
- 6.6 If an Incoterm is agreed, Articles 6.4 and 6.5 do not apply.
- 6.7 Delivery by Supplier will take place at the agreed place and time or within the agreed term. If Kiremko has not determined a delivery time, the delivery time confirmed by Supplier to Kiremko applies. If a delivery time has been exceeded, Kiremko will give Supplier a notice of default and give Supplier a reasonable period in which to deliver. If Supplier does not deliver within the latter term, Supplier is in default.
- 6.8 The consignment note must be signed on delivery by an authorized Kiremko employee. This employee signs the delivered order checking the number of items delivered and indicates defects that are present at first sight. Within 8 working days after delivery, Kiremko can inform Supplier if the delivered order or any part of the delivered order has not been delivered in accordance with the specified and agreed specifications. Kiremko is entitled to withdraw the entire or part of the order. Costs arising from this are at the expense of Supplier.
- 6.9 As soon as Supplier knows or ought to know that the delivery will not take place, or that delivery will not be properly and on time as agreed, it will immediately notify Kiremko in writing, stating the circumstances that give rise to this non-compliance.
- 6.10 Unless otherwise agreed, Supplier is not entitled to fulfill the agreement in parts.
- 6.11 If Kiremko requests Supplier to postpone delivery, Supplier will, at his own expense, store, preserve, secure and insure the Goods properly packaged, separated and recognizable for a maximum period of 15 working days.
- 6.12 Without prejudice to Kiremko's right in accordance with the provisions of this article, if a situation as referred to in paragraph 8 of this article arises, the parties shall consult whether, and if so, how, the situation that has arisen can still be resolved to the satisfaction of Kiremko.
- 6.13 Kiremko can never be obligated to purchase a specific minimum volume or to purchase Goods and / or Services from Supplier on an exclusive basis, unless Parties have expressly agreed otherwise in writing.
- 6.14 Performance of the Agreement means also the delivery of any associated tools and all associated documentation, drawings, quality, inspection and warranty certificates.
- 6.15 If Supplier has not received notification from Kiremko within 14 calendar days from the time of Delivery that the Goods and / or Services have not been accepted, they will be deemed to have been accepted from that moment.

Article 7 Invoicing and payment

- 7.1 After delivery and acceptance by Kiremko Supplier is entitled to invoice the relevant Goods and / or Services.
- 7.2 Payment by Kiremko will take place within 60 days of receipt of the undisputed invoice unless the parties have explicitly agreed otherwise in writing. Payment will not take place until the Goods and / or Services and all related documentation such as drawings, quality and warranty certificates have been received and approved.
- 7.3 Each invoice contains the legally prescribed information and also the Kiremko purchase number as stated in the agreement.
- 7.4 In the event that there is a reasonable suspicion for Kiremko to assume that there is a (imminent) shortcoming on the part of Supplier, for whatever reason, or if Kiremko requests Supplier to provide further data or information, Kiremko is entitled to suspend payments to Supplier.
- 7.5 If Kiremko, for whatever reason, proceeds to suspend payment, Supplier cannot claim compensation for interest or other delay costs for the period for which payment has been suspended. This provision does not apply if Kiremko suspends payment on improper grounds.
- 7.6 Payment of the invoice as referred to in 7.2 will take place by transfer to a bank account specified by Supplier.
- 7.7 Payment of an invoice does not imply approval of the delivery, nor does it in any way imply a waiver of any right of Kiremko.

Article 8 Transport and risk

- 8.1 If no further order has been issued by Kiremko, the method of transport, shipping, packaging and suchlike will be determined by Supplier as befits a good supplier.
- 8.2 Transport of Goods is entirely at the risk of Supplier until receipt of the Goods by Kiremko. Transportation of the Goods will take place according to Incoterm DAP Montfoort, unless otherwise agreed. Supplier must take out adequate insurance against the risk of transportation. Transfer of the Goods takes place by signing the consignment note by an authorized employee of Kiremko.
- 8.3 At Kiremko's request, Supplier will deliver the Goods to a different address. Kiremko will inform Supplier of the procedure for reception of the Goods at this address.

Article 9 Quality

- 9.1 Supplier guarantees that the Goods and / or Services delivered comply with the Agreement and that the

Goods and / or Services meet the conditions that have been agreed, are free from shortcomings, are suitable for the by Kiremko stated purpose and comply with legal requirements and (other) government regulations as well as safety and quality standards as they apply at the time of concluding and executing the Agreement.

- 9.2 If and as soon as Supplier becomes aware of a problem in the quality of the Goods and / or Services, he must immediately inform Kiremko in writing and provide Kiremko with all data, including date of production, quantity and the traceability of the Goods and / or Services and the possible (health) risks associated with the defective Goods and / or Services. In addition, Supplier will inform Kiremko about the actions already taken by Supplier and Supplier will draw up a proposal with corrective actions.
- 9.3 As long as the defective Goods and / or Services have not been repaired or replaced by Supplier and the lack is of an essential nature , Kiremko is entitled to suspend payment for these Goods and / or Services in whole or in part and / or to claim full compensation.
- 9.4 If, after consultation with Supplier, it must be reasonably assumed that Supplier cannot provide timely or properly repair or replacement , Kiremko has the right to carry out repair or replacement himself at the expense of Supplier or to have it carried out by a third party.
- 9.5 If, regardless of the results of any inspection or check, the Goods prove not to comply with the provisions of Article 9.1, all rights of Kiremko remain unaffected.
- 9.6 Kiremko will inform Supplier of the standards to which the Goods must comply and the certification that Supplier needs to have.

Article 10 Warranty

- 10.1 Unless otherwise agreed, a full warranty of at least 12 months and a maximum of 18 months applicable from the time of delivery, applies to the Goods and Services provided.
- 10.2 The warranty period commences at the moment that the Delivery is considered to be accepted, as determined in article 6.14 of these Purchase Conditions. If a Defect has arisen with regard to the defective Good, the warranty period (at least 12 months unless otherwise agreed) starts again from the moment that Supplier has repaired the defect or replaced the Good.
- 10.3 All Defects occurring during the warranty period will be fully repaired by Supplier free of charge and after first notification from Kiremko within a reasonable period determined by Kiremko. If the Defects are not repaired within the aforementioned period or if it must be assumed from facts or circumstances that this period is not going to be met, Kiremko is entitled to have these activities carried out by a third party at the

expense and risk of Supplier without dismissing him of the warranty obligations entered into by him.

Article 11 Inspection

- 11.1 Kiremko is always entitled to inspect (or have inspected) Goods during production, processing and storage and after delivery.
- 11.2 At Kiremko's first request, Supplier will grant Kiremko or his representative access to the place where the production, processing or storage of the Goods (or parts thereof) takes place or is to take place. Supplier will cooperate in the inspection without charging any costs.
- 11.3 If an inspection as referred to in this article cannot take place at the intended time due to the actions of Supplier or if an inspection has to be repeated, the costs arising for Kiremko will be borne by Supplier.
- 11.4 In the event of rejection of (a part of) the Goods and / or Services supplied, Supplier will arrange for repair or replacement of (that part of) the Goods and / or Services within 5 working days.
- 11.5 If Supplier does not (timely) comply with the obligation referred to in the previous paragraph, Kiremko is entitled to purchase the necessary Goods and / or Services from a third party, or to take the necessary measures himself or have them taken by a third party for account and risk of Supplier.
- 11.6 If Supplier does not collect the rejected Goods within 5 working days, Kiremko has the right to return the Goods to Supplier at his expense.
- 11.7 The inspection of the Goods by Kiremko does not imply an acknowledgment that the Goods conform to the Agreement.

Article 12 Confidentiality

- 12.1 The Parties will observe strict confidentiality with regard to the (company) information and data provided by the other Party. The parties will not, directly or indirectly, in any way (orally, in writing, using social media, through other (electronic) means or otherwise) make information available to third parties, except insofar as it is permitted in the context of the Agreement, if the disclosure is made on the basis of a legal obligation to provide information or if the disclosure is made with the prior written consent of the other Party.
- 12.2 The Parties will save the Confidential Information with at least the same security level as the confidential information of the Party itself.
- 12.3 The Parties will only disclose the Confidential Information to their employees or corporations deployed by them insofar as this is necessary for the performance of the Agreement. The Parties will impose this obligation of confidentiality on persons

- engaged by them in the performance of their obligations.
- 12.4 The Parties are not permitted, without the prior written consent of the other Party, to give any form of publicity to the performance of the Agreement and to maintain direct or indirect contact with the Parties' customers in connection therewith.
- 12.5 The confidentiality obligation will remain in force for a period of two years after termination of the Agreement, regardless of the ground of termination.
- 12.6 Violation of the confidentiality obligation by a Party and / or by its employees and / or corporations engaged by it constitutes a shortcoming in the fulfillment of the obligations under the Agreement towards the other Party.

Article 13 Intellectual property

- 13.1 Unless otherwise agreed in writing, Supplier retains the copyrights and all intellectual property rights of his offers, designs, images, drawings, models, test models, software and suchlike. Supplier hereby grants a non-exclusive unconditional, transferable, free and worldwide license to Kiremko to make use of the provided offers, designs, images, drawings, models, test models, software and suchlike.
- 13.2 If the work performed by Supplier in the context of the performance of the Agreement or in the pre-contractual request on behalf of Kiremko leads to the realization of the final result, these rights will, unless the Parties have explicitly agreed otherwise in writing, rest with Kiremko.
- 13.3 Supplier indemnifies Kiremko against claims from third parties regarding an (alleged) infringement of intellectual property rights of those third parties. At Kiremko's first request, Supplier shall assume the defense of any proceedings that may be instituted against Kiremko for infringement of the intellectual property rights of a third party. Supplier also indemnifies Kiremko against all damage and costs that it may be ordered to pay in such proceedings. In the event of an alleged infringement of the intellectual property right of a third party, Supplier will take all measures at his expense to prevent stagnation of Kiremko's business operations and to limit the costs and / or damage to be incurred by Kiremko as a result thereof.

Artikel 14 Transfer and substitution

- 14.1 Supplier is for execution of his obligations under the Agreement not allowed to substitute another person for him, in whole or in part, without the prior written consent of Kiremko.
- 14.2 If Kiremko grants permission for the provisions of 14.1, he has the right to attach conditions to the permission.

- 14.3 In the event that Kiremko has granted Supplier permission to engage a third party for the performance of his obligations, Kiremko may withdraw his permission if, in Kiremko's opinion, the third party does not comply in any way with what may be expected of the third party or other reasonable grounds. In that case, following the withdrawal of the permission, Supplier will carry out the obligations himself or have them performed by another third party approved in writing by Kiremko following the withdrawal of the permission.
- 14.4 In urgent cases and, in addition, if, after consultation with Supplier, it must reasonably be assumed that Supplier cannot or will not fulfill his obligations under the Agreement, or will not fulfill them timely and properly, Kiremko is authorized to require that Supplier has the Agreement performed at his expense and risk, outsourcing all or part of it to a third party or parties designated by Kiremko. This does not relieve Supplier of his obligations under the agreement.

Article 15 Liability and insurance

- 15.1 Supplier will be attributable to shortcomings towards Kiremko if the Goods and / or Services do not meet the qualifications and guarantees as described in Article 9, when Supplier is acting in a manner not befitting a good, careful, professional knowledgeable Supplier or after he has been given a written notice of default by Kiremko to rectify the shortcoming, if possible, within a reasonable period of time.
- 15.2 If Kiremko purchases Goods and / or Services for use in one of his projects and the Goods and / or Services show defects, Kiremko will not be liable for costs arising from this defect such as, but not limited to, damage, personal injury and consequential damages.
- 15.3 Kiremko is not liable for suffered damage or future damage incurred by Supplier, his personnel or third parties as a result of or in connection with the performance of the Agreement, including safety defects in the sense of product liability and working condition regulations in general and / or a defect in the delivery of Goods and / or Services and / or auxiliary means and / or any installation and / or assembly thereof, acts or omissions of Supplier, his personnel or those involved in the performance of the Agreement.
- 15.4 Supplier indemnifies Kiremko against claims from third parties, including compensation for damage on the basis of liability as referred to in 15.2 and 15.3 and will, at Kiremko's first request, reach a settlement with those third parties, or take legal action, instead of or jointly with Kiremko defenses - all this at the discretion of Kiremko - against claims as referred to above.
- 15.5 For the purposes of article 15.4, Kiremko personnel and employees are also regarded as third parties.

- 15.6 For the application of article 15.4, customers of Kiremko who have received (part of) the Goods and / or Services delivered via Kiremko are also regarded as third parties.
- 15.7 Supplier will take out adequate insurance against the liability referred to in this article and, if desired, will allow Kiremko to inspect the insurance policy taken out for this purpose.
- 15.8 If Kiremko can be held liable, with due observance of the foregoing, this liability is limited to the insured amount that is eligible for payment under Kiremko's (business) liability insurance. If the damage is not covered by the insurance or the insurer does not pay out, the liability is limited to a maximum of twice the invoice amount of the relevant agreement, but at all times with a maximum of € 5,000.

Article 16 Force majeure

- 16.1 Supplier has the right to suspend his obligations insofar as performance of the Agreement is prevented or made unreasonably onerous by force majeure, being one of the following circumstances: labor disputes and any other circumstance beyond the control of the Parties, such as fire, war, extensive military mobilization, insurgency, requisition, seizure, embargo, restrictions on energy use, currency and export restrictions, epidemics, natural disasters, exceptional natural phenomena, terrorist actions, as well as failures or delays in supplies by suppliers due to one of the circumstances mentioned.
- 16.2 A circumstance referred to in Article 16.1, irrespective of whether it occurs before or after the conclusion of the Agreement, only gives the right to suspension if its consequences for the performance of the Agreement could not be foreseen at the time of the conclusion of the Agreement.
- 16.3 The Party that invokes force majeure must immediately inform the other Party in writing of the occurrence and the cessation of such a circumstance. If a Party fails to make this notification, the other Party is entitled to compensation for additional costs that it could have avoided had it received the said notification.
- 16.4 If force majeure prevents Supplier from fulfilling the obligation, the latter will reimburse the costs incurred by Kiremko for securing and protecting the Goods.

Article 17 Termination

- 17.1 Kiremko and Supplier may terminate the Agreement prematurely for serious reasons. In such cases, Supplier is obliged to limit the damage for Kiremko as a result of termination, if and insofar as this may reasonably be required of him in the given circumstances, in view of, among other things, the recovery for the attached costs and the grounds for termination.

- 17.2 If Supplier fails to fulfill the Agreement concluded between the Parties by failing to comply with one or more of his obligations under the Agreement or other agreements ensuing therefrom, as well as in the event of bankruptcy or suspension of payment and in the event of cessation, liquidation, dissolution or takeover or any comparable situation of Supplier's company, Supplier is legally in default and Kiremko has the right to cancel the agreement in whole or in part without notice of default and without judicial intervention by means of a written notification to Supplier. In that case Kiremko is also entitled to suspend his payment obligations and / or to assign the execution of the agreement in whole or in part to third parties, without Kiremko being obliged to pay any compensation, without prejudice to any further rights accruing to Kiremko, including is right to full compensation.

- 17.3 All claims that Kiremko may have or acquire on Supplier in these cases will be immediately and fully due and payable without discount or set-off.

Article 18 Applicable right

- 18.1 The Agreement concluded with Kiremko is exclusively governed by Dutch law. All disputes between the Parties with regard to the Agreement, including agreements arising therefrom or with regard to these Purchase Conditions, will be settled in the first instance by the competent court of the city of Utrecht.
- 18.2 The parties explicitly agree that the Vienna Sales Convention ("the United Nations Convention on Contracts for the International Sale of Goods (CISG)") will not apply between the parties.