**GENERAL PURCHASE CONDITIONS**
**UZIN UTZ NEDERLAND B.V.**

## Article 1
**(Applicability)**

1. These general purchase conditions apply to all requests, offers, orders and agreements pertaining to the delivery of services and/or items and the fulfilment of orders by Uzin Utz Nederland's suppliers.
2. The applicability of general terms and conditions of suppliers is hereby explicitly excluded.
3. Deviations from these general purchase conditions may not take place unless expressly agreed upon between the parties in writing.
4. In the event that one or more stipulations in these general purchase conditions are void or voidable, the legal validity of the other stipulations is not affected. In respect of such stipulation(s) legal conversion will take place in accordance with Article 42 of Book 3 of the Dutch Civil Code.

## Article 2
**(Offers and Formation of the Agreement)**

1. A request for an offer is not binding on Uzin Utz Nederland. Only orders given in writing, including orders electronically given, are binding on Uzin Utz Nederland.
2. The agreement is only formed if Uzin Utz Nederland places a written order with the supplier and this order is confirmed in writing by the supplier within five (5) days.
3. As long as the supplier has not confirmed the order Uzin Utz Nederland, within the period referred to in paragraph 2, is entitled to withdraw the order, without being liable for compensation in any way to the supplier or to the third parties or servants and agents engaged by the supplier.
4. An offer made by the supplier is irrevocable for a period of thirty (30) days after Uzin Utz Nederland has received the offer.

## Article 3
**(Price and Payment)**

1. The supplier's prices are exclusive of VAT. Price increases after the formation of the agreement as referred to in Article 2 paragraph 2 of these general purchase conditions are to be paid by the supplier.
2. Uzin Utz Nederland can decide whether to pay invoices within forty-five (45) days, net, or within 14 days, with a 2 per cent payment discount, following receipt of the invoice, unless otherwise expressly agreed in writing.
3. Uzin Utz Nederland is not obliged to pay in case: a. the items or services delivered do not match the descriptions on the invoice, b. the invoice does not contain an order number, and c. the invoice does not contain the other information or does not come with the documents that, under the agreement, must be sent together with the invoice.
4. In the event of payment in advance or in instalments Uzin Utz Nederland has the right to require the supplier to provide sufficient security for a sound delivery of the services and/or items.
5. Uzin Utz Nederland is entitled at all times to set off against each other the claims Uzin Utz Nederland and the supplier have against each other.

## Article 4
**(Delivery)**

1. Delivery takes place DDP (Delivery Duty Paid, in accordance with the relevant stipulations in the current version of the Incoterms) at the agreed place of delivery, at the agreed time and within the agreed period, unless otherwise expressly agreed in writing.
2. The delivery date or delivery period submitted by the supplier is final. The supplier will be in default without further notice of default in case of late delivery.
3. If there is a risk that the delivery date or delivery period will not be met, the supplier must immediately inform Uzin Utz Nederland thereof in writing, giving reasons, without affecting the possible consequences of such late delivery.
4. For each work day or part of a work day exceeding the delivery date or period, the supplier owes, without further notice of default, an immediately due and payable penalty of 2 per cent of the gross invoice amount with a minimum of €500 up to a maximum of 10 per cent of the total order amount, unless otherwise agreed in writing. This penalty may be claimed in addition to compensation under the law.
5. Uzin Utz Nederland reserves the right at all times to cancel or postpone the delivery. In the event of postponement the supplier is obliged to store, preserve, protect and insure the items, properly packed, separately and recognisably. The costs that this reasonably entails are to be paid by Uzin Utz Nederland, unless it cannot be held accountable for the cause of the postponement or unless there is a situation of force majeure.

## Article 5
**(Risk and Ownership)**

1. The risk and ownership of the delivered items will transfer to Uzin Utz Nederland following the delivery and Uzin Utz Nederland's taking delivery thereof and the signing of the consignment note by Uzin Utz Nederland.
2. Without prejudice to the stipulations of paragraph 1, Uzin Utz Nederland is entitled at all times to submit a complaint to the supplier at a later time.
3. If items of Uzin Utz Nederland are incorporated in the items to be delivered by the supplier, a new item is formed which is owned by Uzin Utz Nederland. In such event the supplier will hold the items for Uzin Utz Nederland.

**Article 6**
**(Inspection, Quality and Guarantees)**

1. Taking delivery of the items does not constitute acceptance or approval. Uzin Utz Nederland has the right to inspect the items, or to have a third party do so. If the items are fully or partly rejected following an inspection, check or test, Uzin Utz Nederland will inform the supplier thereof in writing. In the event of a rejection of the delivered items the inspection costs are to be paid by the supplier in their entirety.
2. If Uzin Utz Nederland does not accept or approve the delivered items, the supplier is obliged, within ten (10) work days following notification as referred to in paragraph 1, to arrange for the following, at Uzin Utz Nederland's discretion:
   a. Free repair; or
   b. Free replacement.
3. If the supplier does not fulfil its obligations within the period referred to in paragraph 2, Uzin Utz Nederland is entitled to purchase the required items from a third party or to take measures or have third parties take measures, all this at the risk and expense of the supplier.
4. In urgent cases or if it is likely - within reason - that the supplier will not or cannot arrange for repair or replacement, or will not or cannot do so in time, or will not or cannot do so properly, Uzin Utz Nederland has the right to have the repair or replacement carried out at the expense of the supplier.
5. Unless otherwise agreed in writing, the supplier guarantees for a period of twelve (12) months that the delivered item is satisfactory and has the features that Uzin Utz Nederland could expect on the basis of the agreement and which are necessary for normal use thereof and which it could expect to be present and that it complies with the given specification(s). If the supplier has a guarantee in place in relation to the delivered item that spans a longer period, this longer guarantee applies.
6. The supplier also guarantees that the delivered item complies with all relevant stipulations, whether statutory or not, with regard to quality, environment, safety and health.
7. The delivered item must in any case be of good quality and comply with the usual sound condition, fitness for purpose and workmanship requirements.

**Article 7**
**(Transfer of Rights and Obligations)**

1. The supplier is not allowed to transfer its rights and obligations under the agreement to third parties without prior written permission from Uzin Utz Nederland.

**Article 8**
**(Dissolution)**

1. Uzin Utz Nederland is entitled to dissolve the agreement with immediate effect and without notice of default if a. the supplier is in a state of liquidation or if a request to that purpose has been submitted, b. the supplier has been granted a suspension of payments or if a request to that purpose has been submitted, c. the supplier discontinues its business activities, d. the supplier in any other way loses the power to manage and/or dispose of its capital or e. an attachment, whether or not prejudgment, is made against the supplier and this attachment is not lifted within thirty (30) days.
2. If Uzin Utz Nederland exercises the right referred to in paragraph 1, any claims against the supplier are immediately due and payable.
3. Uzin Utz Nederland is not obliged to pay compensation for any damage and/or losses suffered by the supplier as a result of the dissolution.
4. Within fourteen (14) days of the beginning of a shortcoming, the supplier may plead force majeure on submission of the necessary evidence. Force majeure does not include: lack of personnel, illness of personnel, power failures, failures related to computers, computer equipment or computer software in the broadest sense, late delivery of items, traffic hold-ups and failures in the performance by third parties or liquidity problems.
5. In the event of force majeure the obligations of Uzin Utz Nederland and the supplier are suspended. In such an event Uzin Utz Nederland retains the right to dissolve the agreement without owing any compensation to the supplier.

**Article 9**
**(Liability and Indemnity)**

1. The supplier is liable for any direct and indirect damage and/or losses suffered or to be suffered by Uzin Utz Nederland as a result of an attributable shortcoming of the supplier in the performance of its obligations under the agreement.
2. The product liability of items delivered by or on behalf of the supplier rests exclusively and fully with the supplier at all times.
3. The supplier indemnifies Uzin Utz Nederland against all claims by third parties that are related in any way to the performance of the obligations under the agreement.
4. Uzin Utz Nederland has the right to require the supplier to take out insurance in order to cover the risks. Should Uzin Utz Nederland so demand, the supplier is obliged to allow for inspection of the relevant policy and policy conditions to that effect or, should Uzin Utz Nederland so demand, to assign one or more claims of the supplier against the insurer to Uzin Utz Nederland or to pledge them to Uzin Utz Nederland with or without disclosure thereof.

**Article 10**
**(Intellectual and Industrial Property Rights)**

1. The supplier guarantees that the items it delivers to Uzin Utz Nederland do not infringe any intellectual or industrial property rights of third parties.

2. The supplier indemnifies Uzin Utz Nederland against all claims by third parties due to infringements of intellectual and industrial property rights of such third parties.

**Article 11**
**(Confidentiality)**

1. The supplier and the servants and agents it engages undertake to keep confidential the data and information in the broadest sense that has been provided by Uzin Utz Nederland. If this obligation is violated, the supplier owes an immediately due and payable penalty as referred to in Article 4 paragraph 4 of these general purchase conditions. The applicability of the stipulations in Articles 92 up to and including 94 of Book 6 of the Dutch Civil Code is hereby excluded.

2. The obligation of confidentiality referred to in paragraph 1 does not apply if:
   a. It concerns data or information that is publicly available at the time of disclosure or data or information that is generally known;
   b. There is a statutory disclosure obligation; or
   c. The information must be made public pursuant to a court decision.

**Article 12**
**(Applicable Law and Disputes)**

1. The agreement and all agreements arising from it are subject to the law of the Netherlands.
2. All disputes, including those considered a dispute by only one of the parties, will be settled by the Dutch court in the district of Uzin Utz Nederland's place of business, unless the law imperatively prescribes otherwise.