

## General Purchasing Conditions

### Article 1. Applicability of the Conditions

- a. These General Purchasing Conditions are applicable to all quotations, offers, orders, and agreements in relation to the supply of goods and the carrying out of associated activities (hereinafter called 'the supplies') for Bruynzeel Storage Systems, whereby the general conditions of the supplier are expressly rejected.
- b. Deviations from or additions to these General Purchasing Conditions require the express written consent of Bruynzeel Storage Systems.

### Article 2. Contract

- a. All quotations are irrevocable and are valid for sixty (60) days, unless otherwise is agreed.
- b. Bruynzeel Storage Systems has the right to end any negotiations at any time without stating the reasons for such and without any obligation to pay compensation of any sort.
- c. If other provisions are agreed in the contract between Bruynzeel Storage Systems and the supplier than what has been agreed in the General Purchasing Conditions, then the specific provisions under the contract shall apply.
- d. If Bruynzeel Storage Systems refers in the contract or appendices to technical regulations, social regulations, quality regulations, or other regulations, or regulations which not are added in the contract, the supplier shall be deemed to have been informed about the contents of such, unless Bruynzeel Storage Systems is notified otherwise in writing without delay. Bruynzeel Storage Systems shall, in such cases, provide the supplier with the necessary detailed information.
- e. If for the performance of the contract use is made of drawings, specifications, instructions, inspection specifications, and similar documents provided by or approved by Bruynzeel Storage Systems, then these shall form an integral part of the contract. Variations in the work (more or less work) will only be accepted by Bruynzeel Storage Systems if they are approved by Bruynzeel Storage Systems in writing.

### Article 3. Orders and order confirmation

- a. Bruynzeel Storage Systems reserves the right to cancel any order placed by it if the supplier has not confirmed the order by way of an order confirmation in writing within two (2) days after the receipt of the order.
- b. If the order confirmation deviates from the original order, Bruynzeel Storage Systems will only be bound by such after it has stated its express agreement with the deviation in writing.
- c. The acceptance by Bruynzeel Storage Systems of the supplies or performance, or the payments made by it in relation to such, shall in no way imply any acknowledgement of such deviations.

### Article 4. Quality and characteristics of the supply

- a. The supplier guarantees that the supply:
  1. Is of good quality and without defects, and that the work has been carried out by qualified personnel using the prescribed materials;
  2. Is entirely in accordance with that provided for in the agreement, the issued specifications, and the reasonable expectations of Bruynzeel Storage Systems in relation to characteristics, quality, and reliability;
  3. Is suitable for the purpose for which the supply was intended based on the nature of the goods or as apparent from the order;
  4. Complies with the applicable statutory requirements in the Netherlands and other applicable (international) government regulations;
  5. Complies with the generally accepted norms and standards in the relevant branch of trade or industry;
  6. Conforms to the European directives concerning CE labelling and the CE declaration of conformity for machinery/safety devices or the declaration of the manufacturer. The supplier shall provide the CE declaration of conformity.
- b. If in the agreement reference is made to technical, safety, quality, environment, or other regulations and documents that are not attached to the agreement, the supplier shall be deemed to have knowledge of such, unless it informs Bruynzeel Storage Systems otherwise immediately in writing. Bruynzeel Storage Systems shall then provide the supplier with more information about these regulations and documents.
- c. The supplier shall be responsible for its own account for obtaining on time the permissions, permits, or licences that are necessary for the performance of the agreement and for the fulfilment of the conditions set in such.

**Article 5. Intellectual property rights; licences**

- a. If intellectual property rights have been vested on the supply or the associated documentation, Bruynzeel Storage Systems shall be given the right to use such free of charge by way of a non-exclusive, worldwide, perpetual licence.
- b. All intellectual property rights that arise as a result of the execution of the supply by the supplier, its personnel, or third parties which the supplier has engaged for the performance of the agreement, shall be vested in Bruynzeel Storage Systems. At the first demand of Bruynzeel Storage Systems the supplier is obligated to carry out all that which is necessary to acquire and secure these rights.
- c. The supplier guarantees that the supply will not involve any infringement of the intellectual property rights of third parties. The supplier shall indemnify Bruynzeel Storage Systems for claims of third parties due to (alleged) infringement in connection with such, and shall compensate Bruynzeel Storage Systems for all damages suffered as a result of such.

**Article 6. Packaging and transport**

- a. The supplier shall package the goods to be supplied as economically, safely, and as carefully as possible, and in such a way that the consignment can be handled during transport and unloading.
- b. The supplier shall ensure that the supplied goods reach the destination in a good condition. In order to advance the reuse of packaging, as far as possible neutral packaging without any printing will be used.
- c. Packaging must be suitable for reuse or recycling.
- d. Special packaging that has to be returned to the supplier must be identified as such. The cost of return consignments shall be for the account of the supplier.
- e. The packaging, transport, storage, and the processing of the supplied goods must satisfy the applicable statutory regulations in relation to safety, environment, and working conditions. If safety information sheets exist for a supply or the packaging, the supplier must always include these sheets directly with the supply.
- f. A packing list must be attached to the outside of the packages with details of the contents (number and description) of the consignment, the order number, and the article number. A delivery that does not satisfy these requirements may be refused by Bruynzeel Storage Systems.

**Article 7. Delivery**

- a. The delivery shall take place 'Delivery Duty Paid' (postage paid) at the agreed place, in accordance with the Incoterms 2000, notwithstanding that which is provided for in these conditions. Part deliveries shall not be allowed except with the written permission of Bruynzeel Storage Systems.
- b. The delivery date, dates, or periods under the agreement shall constitute fixed and final deadlines for the entire delivery, including the drawings or other documents associated with such.
- c. If circumstances arise on the grounds of which the agreed delivery date, dates, or periods are likely to be exceeded, the supplier must inform Bruynzeel Storage Systems immediately about such.
- d. If the supplier exceeds any agreed delivery date, dates, or periods, Bruynzeel Storage Systems shall have the right, without prior notice of default to the supplier being required, to impose a fine of 1% of the price of the supply per calendar week or part of a calendar week that such is exceeded, up to a maximum of 10%, which shall be immediately payable as per the date of imposition. The imposition, collection, or settlement of this fine will be without prejudice to Bruynzeel Storage Systems' right to demand fulfilment, compensation, or dissolution. This paragraph is not applicable if there is a situation as described in paragraph c of this article, and the supplier has informed Bruynzeel Storage Systems immediately about such.

**Article 8. Inspection**

- a. Bruynzeel Storage Systems has the right to have the supply inspected at the supplier, before the delivery takes place, by an employee of Bruynzeel Storage Systems, or to have the inspection carried out by persons approved by both the supplier and Bruynzeel Storage Systems. The supplier must provide all necessary cooperation with such.
- b. The supplier cannot derive any rights from the outcome of an inspection in advance. Bruynzeel Storage Systems has the right to have the supply inspected upon delivery at the agreed place prior to acceptance. Bruynzeel Storage Systems is not obligated to inspect the delivered/installed supplies during the delivery.
- c. Bruynzeel Storage Systems shall inform the supplier in writing in the event of a complaint after defects or non-conformity has been discovered. In such cases, the supplier shall rectify the defects within a reasonable period set by Bruynzeel Storage Systems.
- d. If the supply is rejected, Bruynzeel Storage Systems will notify the supplier of such, and Bruynzeel Storage Systems, at its own choice, can demand replacement or repair, or undertake dissolution or cancellation of the supply.
- e. All costs associated with inspections and re-inspections are for the account of the supplier, except the cost of inspection persons designated by Bruynzeel Storage Systems and employees of Bruynzeel Storage Systems.

**Article 9. Transfer of ownership and risk**

- a. The supply shall be for the risk of the supplier until it has arrived at the agreed place of delivery, and has been accepted by Bruynzeel Storage Systems in writing by a person authorised for that purpose with reference to that person's name.
- b. Goods created by combining, mixing, or otherwise shall remain the property of Bruynzeel Storage Systems as of the moment they are created. The supplier shall be deemed to have formed the goods for Bruynzeel Storage Systems, and shall keep these new goods as the property of Bruynzeel Storage Systems, and shall issue a declaration of ownership to Bruynzeel Storage Systems on request.

**Article 10. Price, invoicing, and payment**

- a. The agreed price is fixed in Euros, excluding turnover tax (VAT).
- b. Invoices must be submitted, stating the order number, the quantity, the unit price, the total price, and the product description, in accordance with the order. As long as such information is not provided, Bruynzeel Storage Systems shall have the right to suspend its payment obligation. Any duplicates of invoices must be identified as such.
- c. Bruynzeel Storage Systems shall make payment 60 days after acceptance of the supply and after correct invoicing. Payment shall in no way whatsoever constitute the relinquishment of any right to cancel the execution of the order.
- d. Bruynzeel Storage Systems shall have the right to settle its outstanding claims against payable debts to the supplier by way of a notice of setoff.
- e. Bruynzeel Storage Systems can for the account of the supplier require a deposit or bank guarantee before it makes goods available or if a whole or partial advance payment takes place.
- f. Bruynzeel Storage Systems shall have the right, in cases to be decided upon by it, to pay a part of the price, either via a guarantee bank account or directly, to the relevant Industrial Insurance Board or the Tax department. This part shall equal the amount which Bruynzeel Storage Systems in its estimation shall be liable for under the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act (*Wet Ketenaansprakelijkheid*), or other regulations under which it has joint and several liability. The supplier shall indemnify Bruynzeel Storage Systems against all claims of the Industrial Insurance Board or the Tax department in relation to such.

**Article 11. Changes; contract extras or reductions**

- a. Bruynzeel Storage Systems has the right to change the size of the supply, even if this results in contract extras or reductions. If the supplier is of the opinion that the change has consequences for the agreed price or supply period, it must immediately inform Bruynzeel Storage Systems in writing of such, and in the case of contract extras provide a written quotation in relation to the price and the supply period associated with such, as well as the consequences for the other activities to be carried out by the supplier.
- b. Contract extras must not be carried out by the supplier before Bruynzeel Storage Systems has given a written order for such.
- c. Contract extras shall in any case not be deemed to include additional activities that the supplier could, or should, have known when the agreement was concluded would be necessary in order to deliver the agreed performance and functionalities, or which are the result of an attributable shortcoming of the supplier.

**Article 12. Liability**

- a. The supplier is liable for the damages that Bruynzeel Storage Systems suffers as a result of any non-, late, or improper fulfilment of the agreement imputable to the supplier, or a breach of any other contractual or non-contractual obligation. The supplier shall indemnify Bruynzeel Storage Systems against all claims of third parties in relation to such.
- b. The liability of the supplier is limited to an amount of €1 million, or, if this amount is higher, the contract fee per damage event, except in the case of injury or loss caused by wilful misconduct or gross negligence.
- c. The supplier shall take out and maintain sufficient insurance in relation to its liability under the law and/or any agreement with respect to Bruynzeel Storage Systems, and moreover insure and keep insured all insurable risks associated with its business under the usual conditions.
- d. The supplier shall at the request of Bruynzeel Storage Systems immediately present (a certified copy of) the insurance policies and proof of payment of the premiums. The supplier hereby cedes in advance to Bruynzeel Storage Systems all claims for insurance payments, insofar as this concerns damages for which the supplier is liable towards Bruynzeel Storage Systems.

**Article 13. Dissolution**

- a. Without prejudice to any further rights accorded to Bruynzeel Storage Systems, Bruynzeel Storage Systems shall have the right to dissolve the agreement, wholly or partially, without further notice of default being required, by way of a written notice if:
- The supplier is in default of the fulfilment of one or more obligations under the agreement;
  - The supplier is declared bankrupt, has applied for a suspension of payments, has folded or liquidated its business, an attachment is imposed on a significant part of its assets, or it transfers control of its company to a third party;
  - The supply is rejected after inspection or re-inspection. In the event of dissolution, the risk for goods already delivered shall remain with the supplier.
- b. The goods shall then be at the disposal of the supplier and must be collected by it. The supplier shall immediately refund that which has already been paid by Bruynzeel Storage Systems in connection with the dissolved agreement.

**Article 14. Guarantee**

- a. If the supply is found not to comply with that provided for in article 3 of these conditions within the guarantee period, the supplier shall for its account, at the first notification and at the choice of Bruynzeel Storage Systems, replace, repair, re-execute the supply within two weeks,
- b. without prejudice to the further rights accorded to Bruynzeel Storage Systems under the law.
- c. If the supplier continues to be in default of compliance of its guarantee obligations, Bruynzeel Storage Systems shall have the right, for the account of the supplier, to undertake replacement, repair, or re-execution, with or without the assistance of third parties. Bruynzeel Storage Systems shall notify the supplier as far as possible in advance in the event this right is exercised.
- d. If the parties have not agreed a guarantee period, the guarantee period shall be 12 months after the date of supply and/or delivery.
- e. For goods that are intended to be fitted in installations or systems, the guarantee period shall only start on the date of handover or delivery of those installations or systems, with the understanding that the guarantee period ends no later than 30 months after the date of delivery of the goods.
- f. The guarantee period shall be extended by the period in which the supply has not satisfied article 3 of these conditions. For replaced, repaired, or re-executed parts of a supply, a new guarantee period shall apply equal to the original one.

**Article 15. Confidentiality and duty to disclose**

- a. The supplier shall issue Bruynzeel Storage Systems with all information concerning the supply that might be important for Bruynzeel Storage Systems.
- b. The supplier shall not disclose confidential information concerning the supply to its own employees involved with the supply, nor to third parties, unless Bruynzeel Storage Systems has given its prior written permission for such.
- c. The supplier is not permitted to use the name of Bruynzeel Storage Systems in publications and advertisements unless Bruynzeel Storage Systems has given its prior written permission for such.
- d. In the event of a violation of the previous paragraph of this article, the supplier shall owe an immediately payable fine, not open to judicial mitigation, of € 25.000,- to be increased by € 1.000,- per violation per day as long as the violation continues, this without prejudice to the other rights of Bruynzeel Storage Systems.
- e. The amount of the fine without cost must be paid immediately at the first request of Bruynzeel Storage Systems. Bruynzeel Storage Systems shall have the right to settle the fine owed to it against any claims, on any grounds whatsoever, which it owes to the supplier. That provided for in this article shall remain in force for a period of five years after the end of the agreement or the supply.

**Article 16. Transfer of rights and obligations; outsourcing**

The supplier shall not outsource the supply or parts of such to third parties, nor wholly or partially transfer the rights and obligations arising for it under the agreement to third parties without the prior written permission of Bruynzeel Storage Systems.

**Article 17. Applicable law, disputes**

Agreements between Bruynzeel Storage Systems and the supplier shall be governed by the Dutch law, with the exclusion of the Vienna Sales Convention (CISG). All disputes which might arise between Bruynzeel Storage Systems and the supplier shall be exclusively settled by the competent court in the district of Roermond.