

STANDARD TERMS OF PURCHASE OF NUMAFA CLEANING & AUTOMATION B.V.

Article 1 - definitions

In these terms of purchase the concepts and expressions used below are defined as follows:

- principal: NUMAFA CLEANING & AUTOMATION B.V., with its registered place of business in Numansdorp;
- supplier: the counterparty to the principal;
- agreement: the written agreements for the supply of goods concluded between the principal and the supplier;
- supply: the placing of one or more goods into the principal's possession or power and any installation/fitting of those goods;
- goods: the corporeal objects to be supplied;
- parties: the principal and the supplier.

Article 2 - applicability

1. In the event of conflict any specially-agreed obligations shall prevail over these terms of purchase.
2. These terms of purchase apply to all enquiries, offers and orders for the supply of goods by the supplier to the principal, in which the standard terms of the supplier are expressly excluded.

Article 3 - changes

1. The principal is authorised, in consultation with the supplier, to change the size and/or the quantity of the goods to be supplied at any time. Changes are to be agreed in writing.
2. If a change will, in the supplier's opinion, have consequences for the firm price and/or moment of delivery already agreed the supplier is obliged, before implementing the said change, to inform the principal thereof in writing as soon as possible but in any case no later than within 8 working days of the notification of the requested change.

If, in the principal's opinion, these consequences for the price and/or time of delivery are unreasonable the parties will enter into consultations with respect thereto.

Article 4 - transfer of obligations

1. The supplier can only transfer an obligation under the agreement to a third party with the principal's prior written permission. Reasonable terms and conditions can be attached to this permission.
2. If (a part of) the supplier's obligations under the agreement is/are transferred to a third party the supplier is obliged to inform the principal with regard to the securities provided for the payment of VAT, the wage withholding tax and the social security contributions which are prescribed for employers by law.

Article 5 - price and price review

1. Prices are exclusive of VAT and comprise all the costs associated with complying with the obligations of the supplier.
2. Prices are firm unless the agreement states the circumstances that can lead to a price adjustment and specifies the manner in which that adjustment will take place.

Article 6 - invoicing and payment

1. Payment of the invoice, inclusive of VAT, will take place within 60 days of receipt of the invoice and of the approval of the goods and any installation/fitting thereof by the principal.
2. The principal is entitled to suspend payment if he detects a shortcoming in the goods and any installation /fitting thereof.
3. The principal is entitled to reduce the amount of the invoice by any amounts that the supplier owes to the principal.
4. Payment by the principal does not in any way constitute a waiver of any rights.

Article 7 - time of delivery

1. The agreed time of delivery is of fundamental importance. In the event of late delivery the supplier is in default without further notice.
2. The supplier must notify the principal immediately in writing of impending late delivery. This leaves unaffected any consequences of this late delivery as a result of the agreement or statutory provisions.

Article 8 - delivery

1. Delivery is to be made at the agreed place and the agreed time in accordance with the currently valid Incoterm DDP (Delivered Duty Paid).
2. The principal is entitled to postpone delivery. In that case the supplier shall properly pack the goods, store them separately and identifiably, take care of them, secure them and take out insurance on them. The parties will enter into consultations regarding any storage costs and the term of payment.

Article 9 - shortcoming

1. In the event of an attributable shortcoming on the part of the supplier the latter will be in default without further notice.
2. Without prejudice to any right to compensation and the other statutory rights arising from an attributable shortcoming the principal is entitled to collect an immediately exigible penalty of 1% per working day with effect from the date of default with a maximum of 20% of the amount to be paid by the principal in respect of the delivery.
3. In the event of an unattributable shortcoming the obligations of both parties shall be suspended for two weeks.
4. The parties can only appeal to unattributable shortcomings vis-à-vis each other if the party concerned notifies the counterparty in writing of such an appeal enclosing the necessary evidential documents as soon as possible but in any case no later than within 5 working days after the unattributable shortcoming arises.
5. If the supplier asserts that one or more of his shortcomings are not attributable to him and the principal accepts this argument the principal is nevertheless still entitled to dissolve the agreement. In such a situation the parties will not seek compensation from each other.

Article 10 - Warranty

1. The supplier warrants that the goods and any installation/fitting thereof correspond to that which has been agreed. The goods will at least meet the descriptions contained in the information and advertising material, offers, letters, manuals and other descriptive material issued by the supplier and/or his secondary suppliers.
2. The supplier warrants that the goods are absolutely complete and ready for use. He will ensure that, inter alia, all parts, auxiliary materials, accessories, tools, spare parts, user guides and instruction books necessary to realise the purpose that the principal has indicated in writing have been included in the delivery even if they have not been specifically mentioned by name.
3. The supplier warrants that that which has been delivered satisfies all the relevant statutory provisions relating to, inter alia, quality, the environment, health and safety.
4. If the principal establishes that the delivered goods do not (wholly or partially) satisfy that which the supplier has warranted in conformity with paragraphs 1 to 3 inclusive of this article the supplier is in default unless the latter can prove that the shortcoming cannot be attributed to him.

Article 11 - intellectual and industrial property rights

1. The supplier vouches for the free and undisturbed use by the principal of the goods supplied. He indemnifies the principal and holds him harmless against the financial consequences of claims of third parties for infringement of their intellectual and industrial property rights.
2. The supplier is entitled to use the information furnished to him by the principal but only in connection with the agreement. This information is and remains the property of the principal.

Article 12 - documentation

1. The supplier is obliged to make the corresponding documentation available to the principal prior to or simultaneously with the delivery.
2. The principal is free in his use of this documentation, including the copying thereof for his own use.

Article 13 - liability

1. The supplier is liable for any loss or injury that might occur in connection with the performance of the obligations arising from the agreement.
2. The supplier indemnifies the principal and holds him harmless against all financial consequences of claims of third parties standing in any relationship to the performance of his obligations under this agreement.
3. The principal is entitled to demand that the supplier take out insurance cover on the risks. The supplier is obliged at the principal's first request to allow him to inspect the policy or policies that provide(s) such cover.

Article 14 - transfer of risk and ownership

1. The ownership of the goods passes to the principal after they have been delivered and, where appropriate, fitted or installed.
2. If the principal places at the supplier's disposal materials, such as starting materials, auxiliary starting materials, tools, drawings, specifications and software, to enable the supplier to comply with his obligations, these remain the principal's property. The supplier will keep these separate from objects that belong to him or to third parties. The supplier will mark them as the property of the principal.
3. As soon as materials, such as starting materials, auxiliary starting materials and software of the principal have been incorporated into objects of the supplier a new object is created which belongs to the principal. This holds good without prejudice to art. 14 paragraph 1.
4. The risk attaching to the goods passes to the principal as soon as the delivery and, subsequently, the approval of the goods in accordance with article 16 of these terms of purchase have taken place.

Article 15 - secrecy and ban on publication

1. The supplier shall keep secret the existence, nature and content of the agreement as well as other commercial information and shall not make public anything about it without the principal's written permission.
2. In the event of an infringement of that stated in the previous paragraph the principal shall impose upon the supplier an immediately exigible penalty of € 25.000,= per infringement. The supplier will pay the amount of the penalty immediately after the aforementioned confirmation and notification thereof to the supplier.

Article 16 - inspection

1. The principal is entitled to inspect goods or have them inspected at any time both during the production, processing and storage and after delivery.
2. At first request the supplier will grant access to the principal or his representative to the place of production, processing or storage. The supplier will extend his co-operation to the inspection free of charge.
3. If an inspection as referred to in this article cannot take place at the intended time through the agency of the supplier or if an inspection has to be repeated, the costs to the principal arising therefrom will be met by the supplier.
4. If the supplied goods are rejected the supplier will arrange repair or replacement thereof within 2 working days. If the supplier does not meet this obligation within the period laid down in this article the principal is entitled to purchase the necessary goods from a third party or to himself have measures taken by a third party at the expense and risk of the supplier.
5. If the supplier has not taken back the rejected delivery within 14 days the principal is entitled to return the goods to the supplier at the latter's expense.

Article 17 - packaging

1. The principal is entitled at all times to return the (transport) packaging materials to the supplier at the latter's expense.
2. Processing or destruction of (transport) packaging materials is the responsibility of the supplier. If packaging materials are processed or destroyed at the supplier's request then this is done at the supplier's expense and risk.

Article 18 - dissolution

1. In the event of a shortcoming by the supplier in compliance with his obligations under the agreement or other agreements arising therefrom as well as in the event of bankruptcy, moratorium and in the event of cessation of business, withdrawal of any permits, attachment or seizure of (part of) his business assets or goods intended for the performance of the agreement, liquidation or take-over or any status of the supplier's business comparable thereto, he is in default by force of law.
2. Without prejudice to any other rights the principal can dissolve the agreement in whole or in part if the supplier or one of his subordinates or representatives has offered or granted or does offer or grant any benefit or advantage to a person who forms part of the principal's business or to one of his subordinates or representatives.
3. In the above-mentioned cases the principal is entitled to unilaterally dissolve the agreement in whole or in part without notice and without judicial intervention.
4. Dissolution takes place by a registered letter sent to the supplier or via a bailiff's notification served upon him.

Article 19 - public order, safety and the environment

1. The supplier and his employees as well as third parties in his hire are obliged to comply with the statutory provisions relating to safety, health and the environment. Any in-house instructions and regulations relating to safety, health and the environment laid down by the principal must also be observed. A copy of these instructions and regulations will be made immediately available to the supplier, free of charge, on request.

Article 20 - applicable legal system and disputes

1. Only the laws of The Netherlands apply to the agreement of which these terms of purchase form a part and to any other agreements relating thereto. Foreign legislation and treaties such as the Vienna Sales Convention (CISG) are excluded.
2. All disputes (including those that are only regarded as such by one of the parties) that might arise in connection with this agreement or other agreements relating thereto will be decided by the competent court in the district of Dordrecht.

Supplementary terms relating to orders and contracting for work undertaken on behalf of the principal belonging to and forming part of the standard terms of purchase of NUMAFA CLEANING & AUTOMATION B.V.

Article 21 - supplementary definitions

In these supplementary terms of purchase the concepts used below are defined as follows:

- materials: objects such as those mentioned in article 14 paragraph 2 which are incorporated into the corporeal objects which are to be brought into existence or which are used in the execution of the work, with the exception of the equipment to be used;
- equipment: all vehicles, gear, cranes, scaffolding and parts thereof, consumables, etc., that the supplier uses in the performance of the agreement, but excluding the objects which are incorporated into the corporeal objects which are to be brought into existence.

Article 22 - applicability

1. These supplementary terms apply to all enquiries, offers and agreements relating to the execution of orders and/or to the contracting of work by the supplier.
2. In addition to these supplementary terms the terms of purchase of NUMAFA CLEANING & AUTOMATION B.V. mentioned in the preamble also apply to the aforementioned enquiries, offers and agreements unless departure is made from them in the supplementary terms or in any other way either expressly or as a result of the nature of the articles.
3. For the purpose of the application of these terms the supplier's staff must also be understood to include third parties who have been hired by the supplier to assist in the performance of the agreements.

Article 23 - staff, equipment and materials

1. Staff deployed by the supplier in the performance of the agreement shall satisfy the special requirements laid down by the principal or, in the absence thereof, the standard requirements for craftsmanship and expertise.
2. If, in the principal's opinion, some or all of the staff are insufficiently qualified the principal is authorised to order the removal of these staff and the supplier is obliged to ensure their immediate replacement with due regard for that stipulated in paragraph 1 of this article.
3. The principal is authorised to inspect and approve all the materials and equipment used by the supplier in the performance of the agreement and to identify staff that the supplier has engaged for the performance of the agreement.

Article 24 - principal's site and buildings

1. Before commencing performance of the agreement the supplier must familiarise himself with the circumstances on the site and within the buildings of the principal where the work must be done.
2. The costs of any delay in the execution of the agreement caused by circumstances as referred to above are at the expense and risk of the supplier.

Article 25 - work on the site/within the buildings of the principal

1. The supplier must ensure that his presence and the presence of staff on the site and within the buildings do not constitute an obstacle to the undisturbed progress of the work of the principal and third parties.
2. Before commencing performance of the agreement the supplier and his staff must familiarise themselves with the content of the instructions and regulations applicable on the site and inside the buildings of the principal, inter alia those relating to safety, health and the environment, and conduct themselves in accordance with them.
3. A copy of the aforementioned instructions and regulations will be made immediately available to the supplier on request.

Article 26 - payment

1. The principal will only pay when the supplier has delivered the work to the principal's satisfaction and/or when the supplier has executed the order satisfactorily and after the supplier has demonstrated at the principal's first request that he has paid the staff and employees deployed in the work that to which they are entitled.
2. The principal is always entitled to pay the supplier the social security contributions, VAT and wage withholding tax, including the national insurance contributions, due for payment by the supplier in respect of the work performed and for which the principal as an private builder under the terms of the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act might be jointly and severally liable, such payment to be made to the supplier's blocked account in the sense of the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act.
3. Without prejudice to that stipulated in the previous paragraph the principal is authorised at any time to deduct the sums in the form of social security contributions, VAT and wage withholding tax, including national insurance contributions, referred to in the previous paragraph from the contract price and to pay them on the supplier's behalf direct to the relevant industrial association for social insurance or the collector of taxes on income, profits and net wealth.
4. In the cases referred to in paragraphs 2 and 3 of this article these payments discharge the principal from his obligations towards the supplier in respect of these amounts.

Article 27 - obligations of the supplier

1. The supplier is responsible for bringing the work to a successful conclusion independently and under his own responsibility with due regard for the provisions in force relating to, inter alia, safety and the environment.
2. The work and/or the order must be executed properly and competently and in accordance with the provisions of the agreement.
3. The supplier's authorised representatives are, in principle, to be available during working hours on the work-site where, in their absence, matters of replacement and accessibility will be dealt with in consultation with the principal..
4. The supplier must hold a valid proof of registration with the industrial association for social insurance with which he is registered and also hold a permit to establish a business, where such is required. At the principal's first request the supplier must show him the aforementioned documents.
5. The supplier must, at the principal's first request, hand over to the latter a list containing the name, forename(s), street address, town/city of residence, date and place of birth, tax and social insurance number and terms of employment of all the staff employed by the supplier from week to week.
6. The supplier must at the principal's first request furnish for his inspection the paysheets or timesheets of all staff employed by the supplier in accordance with a model to be drawn up by the principal.
7. The supplier must strictly comply with all his obligations vis-à-vis the staff employed by him in the work.
8. The supplier must, on each occasion at the principal's first request, provide him with a copy of the declarations relating to his payment record with respect to the industrial association for social insurance and the collector of taxes on income, profits and net wealth.
9. The supplier must indemnify the principal and hold him harmless against liability towards third parties on account of the supplier's non-compliance with his obligations under the agreement or pursuant to the law.
10. The supplier shall perform the agreement according to the state of the art and is responsible for so doing.
11. The supplier must take any waste and packaging material away with him after complying with his obligations.