

GENERAL TERMS AND CONDITIONS OF PURCHASE OF

TRANSPORTBANDENFABRIEK E.A. BROEKEMA B.V.

Version 11/2014

I. Validity

1. These General Conditions of Purchase, in the then applicable version, shall apply for all current and future contacts and other performances. The general terms and conditions of the Supplier are not binding for us, although if we do not expressly object these conditions once more after having received same.
2. Our Conditions of Purchase apply to entrepreneurs and legal persons under public law.

II. Offers and offer documentation

1. Our offers are subject to confirmation.
2. We reserve the property and copyright right on drafts, drawings and other documents. These may be disclosed to third parties only with permission and have to be used only for the manufacture based on our order. After completion of the order they have to be returned to us without delay and on first demand. They are to be kept secret from third parties, accordingly the provisions of clause VI/4 shall apply additionally.

III. Prices

1. The prices stated in our orders are to be understood in Euro plus value added tax, unless otherwise agreed.
2. Deliveries are made Free Domicile and Delivered Duty Paid (DD) in accordance with the Incoterms 2010.
3. In the absence of deviating agreements the price shall include the packaging. The return of packaging material needs to be agreed separately.

IV. Invoices and conditions of payment

1. We can only process invoices of the Supplier if – according to the particulars given in our order – these include the order number shown there.
2. Payment will be affected, unless otherwise explicitly agreed, within 60 days after receipt of invoice, provided that the requirement of paragraph 1 was fulfilled and the invoiced service duly rendered, including the delivery of the corresponding documents. We are entitled to make payments in cash, unless otherwise agreed. Should the Supplier mention its bank details on the order confirmation or invoice, then we are entitled to pay the invoices of the Supplier by bank transfer to the stated bank account.
3. We are entitled to set-off and retention rights to the extent permitted by law.
4. Supplier's claims arising from business relations may only be assigned with our written permission.

V. Time and place of fulfilment

1. The delivery time shown in our order shall be binding on the Supplier. If the Supplier does not observe the delivery period, he shall automatically be in default.
2. The Supplier is obliged to inform us promptly and in writing, if any circumstances occur or are identified by him, from which it can be concluded that the agreed delivery time cannot be met.
3. Should the Supplier be late then we are entitled to demand a contractual penalty of 1% of the total gross invoice amount per complete week. Our right to withdraw from the contract or to claim damages remains unaffected. The forfeited contractual penalty shall not be set off, by derogating from Article 6:92 paragraph 2 BW (NL), against any claim for damages. The Supplier shall have the right to submit evidence to us, proving that a lower damage was caused by the delay.
4. Place of fulfillment shall be the place where our head office is located.

VI. Ownership, provision, tools and secrecy

1. Parts which are provided by us are our property unless otherwise agreed. Where applicable property law so provides, we shall acquire, in case the reserved goods are processed with other goods not belonging to us, the co-ownership of the new object created, in the ratio of the value of the reserved goods to the value of the other goods processed at the time of processing.
2. If the item provided by us is separately mixed with other items not belonging to us, then we shall acquire the co-ownership of the new

item in the ratio of the value of the goods supplied under reservation of title (purchase price plus value added tax) to the other mixed items at the time they were mixed. If the mixing is carried out in such a way that the item of the Supplier is regarded as the main item, then it is deemed to be agreed that the Supplier transfers co-ownership to us on a pro-rata basis; the Supplier keeps the sole or joint property rights in his custody for us.

3. Tools, supplied or ordered by us are our property unless otherwise agreed. The Supplier is obliged to mark the tools as our property and to use them only for the production of the goods ordered by us. The Supplier is obliged to insure the tools belonging to us for the value when new, at his own expense, against fire damages, damages caused by water and damages caused by theft. The Supplier hereby already assigns all claims for compensation from this insurance to us and we hereby accept this assignment. The Supplier is obliged to carry out any necessary maintenance and inspection work as well as all service and repair work on our tools at his own cost and in good time. He shall immediately inform us of any faults; if he culpably fails to do so, then compensation claims shall remain unaffected.

4. The Supplier is obliged to maintain strict secrecy with regard to all drawings, calculations and other documentation and information that he has received. They may only be disclosed to third parties with our express written consent. This confidentiality clause shall remain in force even after this Contract has been terminated; it expires if and when the manufacturing know-how contained in such illustrations, drawings, calculations and other documentation has become common knowledge. The sentences 1 to 3 apply to us accordingly.

VII. Supplier's retention of title

A reservation of title of the Supplier shall only become part of the contract if the reservation of title expires upon payment of the price agreed for the reserved goods and we have authority to resell and process it in the orderly course of business.

VIII. Execution of works by third parties (Contract work)

1. The Supplier may not transfer or subcontract, neither the order nor its execution, whether completely or partially, to third parties.
2. The Supplier shall ensure in a timely manner that the respective third parties will be obliged in writing in accordance with the agreements reached with us.

IX. Notice of defect and rights of defect

1. We are obliged to examine the goods within a reasonable delay, but at the latest on the fifth day from the date of delivery, for possible quality or quantity deviations.
2. We shall be entitled to the statutory defect claims without restriction; in any case we shall be entitled to ask the Supplier for repair of the defect or delivery or for delivery of a new object. The right to claim damages, in particular for damages instead of performance, remains explicitly reserved. We are at any time entitled to set off a claim for damage.
3. We are entitled to remedy the defect ourselves at the Supplier's expense in case of imminent danger or urgency and if therefore the setting of a grace period cannot be expected.
4. The time bar for the rectification of faulty goods shall be determined on the basis of Article 7:23 BW (NL).

X. Indemnity in case of product liability

Where the Supplier is responsible for product damage, he shall be obliged to exempt us from third-party claims for damages on first demand.

XI. Property rights

1. The Supplier ensures that in connection with and by the delivery no rights of third parties (e.g. property rights) will be damaged. The Supplier shall indemnify us against all claims of third parties and shall reimburse us for any expenses arising from claims brought against us by third parties, e.g. costs of legal representation, legal expenses and costs for experts.
2. If claims are asserted against us by a third party then we shall be obliged to inform the Supplier about it without delay. We are not entitled to make any agreements with the third party without the consent of the

Supplier, especially not to reach a settlement. This shall not apply when upon first demand the Supplier does not provide security for the risks occurring to us because a settlement may not be reached.

XII. Insurance

The Supplier is obliged to ensure a permanent, adequate insurance covering (especially liability and product liability insurance) for his obligations arising from the contractual relationship and he shall prove us same on demand and without delay by presenting an appropriate insurance certificate.

XIII. Liability

1. In case of violation of contractual or pre- contractual obligations – we shall be liable - also for our executive employees and other accomplices – only in cases of intention and gross negligence. Liability shall be limited to the damage foreseeable at the time of contract conclusion.
2. These restrictions shall not apply in the event of a culpable breach of main contractual obligations, insofar as the attainment of the contractual purpose is endangered, in cases of mandatory liability according to the Product Liability Law and by harm to life, limb or health (personal injuries). The burden of proof shall remain unaffected.
3. The Supplier shall be liable without limitations for all direct and consequential damages (including lost profit) which we may suffer caused by a breach of a contractual obligation or an unlawful act of the Supplier, his management or his employees.
4. The Supplier indemnifies us from all third party claims, resulting from a breach of obligations or an unlawful act according to paragraph 2.

XIV. Place of jurisdiction and applicable law

1. Place of jurisdiction is our registered office. We have the right to sue the Supplier also at his place of jurisdiction.
2. All legal relationships between us and the Supplier shall be governed by Dutch law supplementing these conditions, with the exclusion of the United Nations Convention on Contracts of 11-04-1980 for the International Sale of Goods (CISG).

XV. Authoritative version

In cases of doubt, the Dutch version of this Conditions of Purchase shall be decisive.