

General Delivery Terms and Conditions of Vecom dated 1 June 2018

1. Definitions

- 1.1 In these General Delivery Terms and Conditions, the following definitions apply:

Offer	An offer of Vecom to enter into an Agreement;
Purchaser	The natural person or legal entity who contacts Vecom in connection with a possible Agreement or who has concluded an Agreement with Vecom;
Services	Services provided and/or to be provided to the Purchaser by Vecom;
Continuing Performance Contract	Definite-term or indefinite-term Agreement concerning periodic Services;
Agreement	The agreement between Vecom and the Purchaser concerning Services;
The Parties	Vecom and the Purchaser jointly;
Vecom	Vecom Group B.V., as well as its Dutch and Belgian 100% participations, also user(s) of these Terms and Conditions;
Terms and Conditions	these General Delivery Terms and Conditions.

2. General

- 2.1 These Terms and Conditions are applicable to all Offers and Agreements, unless the Parties have explicitly deviated in writing from (any of the provisions of) the Terms and Conditions.
- 2.2 The applicability of any general terms and conditions of the Purchaser is explicitly turned down.
- 2.3 If the Agreement contains any provisions deviating from the Terms and Conditions, the provisions in the Agreement shall prevail. In all other respects, the provisions in these Terms and Conditions are applicable.
- 2.4 In case of any deviation or ambiguity regarding a translation of the wording of these Terms and Conditions, the Dutch wording of the Terms and Conditions shall prevail at all times.
- 2.5 If a provision from these Terms and Conditions is invalid or non-binding due to incompatibility with imperative rules of law or is annulled, that provision shall be replaced by a provision that is valid and enforceable and shall approximate the purpose and intention of the original provision as much as possible, in which case the other provisions shall remain in full force.
3. **Offer and conclusion of the Agreement**
- 3.1 All Offers are non-binding, unless stated otherwise in writing. Also catalogues, brochures, price lists, cetera published or applied by Vecom are non-binding. The Purchaser cannot derive any rights therefrom.
- 3.2 If an Offer specifies a validity period, that Offer can be accepted by the Purchaser within that validity period only. Vecom reserves the right to revoke the Offer during its validity period.
- 3.3 An Agreement is concluded after:
- the Purchaser has accepted an Offer and Vecom has sent an order confirmation to the Purchaser;
 - The Purchaser has requested Vecom for Services without any preceding Offer, and Vecom has sent an order confirmation to the Purchaser.
- 3.4 If the acceptance by the Purchaser deviates from the Offer, the Agreement shall be exclusively concluded if Vecom agrees in writing to the deviations in the order confirmation.
- 3.5 An Agreement is in any event deemed concluded if Vecom has made a start with the implementation thereof.
- 3.6 In the event of a Continuing Performance Contract and any individual Agreements concluded on the basis thereof, such Agreements, in addition to the manners set forth in paragraphs 3 and 4 of this article, may also be concluded in the manner(s) set forth in the Continuing Performance Contract.

4. Rates and prices

- 4.1 The rates and/or prices applied by Vecom are in euros and are exclusive of VAT.
- 4.2 Unless a fixed price or another basis of calculation has been agreed, the fee for the Services shall be calculated based on the actually worked number of hours or half working days multiplied by the agreed rates.
- 4.3 The rates and/or prices specified in the Agreement are applicable, unless circumstances occur after conclusion of the Agreement that would have led to specification of higher rates and/or prices in the Offer. The said circumstances include but are not limited to: changes in freight rates, import and export duties or other levies, and/or other taxations in the Netherlands and abroad, expenses resulting from the introduction of new rates, duties, levies or taxes, a change of wages, salaries and social security contributions, fluctuations in exchange rates, prices of raw materials and the other prices invoiced to Vecom by third parties.
- 4.4 If a circumstance occurs within the meaning of paragraph 3 of this article, Vecom shall be entitled to change the rates and/or prices if and insofar as necessary in order to pass on the consequences to the Purchaser. Vecom is exclusively entitled to do so if and insofar as Vecom reasonably could not be aware of the circumstance upon conclusion of the Agreement. Vecom shall notify the Purchaser in writing of any change of the rates and/or prices as soon as possible, specifying the circumstance causing this.
- 4.5 If Vecom increases the rates and/or prices within the meaning of paragraph 4 of this article, the Purchaser shall be authorized to dissolve the Agreement in whole or in part within 8 (eight) days in writing by registered post, unless Vecom has already made a start with the performance of the Services, in which case neither Vecom nor the Purchaser shall be entitled to any damages.

5. Obligations of Vecom

- 5.1 During the performance of the Services, Vecom shall at all times observe the due care of a careful contractor and shall have the permits in its possession which are prescribed for the performance of the Services by

the applicable legislation.

- 5.2 The performance of the Services shall commence on the date specified in the order confirmation. If the order confirmation does not specify any date, the performance of the Services shall commence on the date specified in the Offer.
- 5.3 Time limits for the performance of the Services are indicative and are in any event no final dates within the meaning of Section 6:83-a Dutch Civil Code. Vecom is only held to perform the Services within a specific period if this is explicitly stated in the Offer and/or in the order confirmation.
- 5.4 Vecom is entitled to outsource the Services to third parties in whole or in part.
- 5.5 Vecom is only bound by any result commitment if explicitly so agreed.
- 5.6 Any changes to the Services and/or any extra work desired by the Purchaser, regardless of whether these arise from the nature of the Services or from circumstances attributable to Vecom, shall be exclusively implemented by Vecom if and insofar as Vecom agrees to this in writing. Such agreement shall in any event be the case if Vecom has made a start with the implementation of the work concerned. In the event of a change to the Agreement, an explicitly agreed deadline for finishing the services shall no longer be applicable.
- 5.7 If the changes of the Services or the extra work referred to in the previous paragraph lead to extra work, Vecom shall be entitled to payment for that extra work at all times. The fee concerned shall be calculated based on the actually worked number of hours or half working days multiplied by the agreed rates, or at least by the rates applied by Vecom, unless the rates and/or prices have been changed after conclusion of the Agreement in accordance with the provisions in paragraph 4 of article 4 of the Terms and Conditions, in which case the new rates and/or prices shall apply.
- 5.8 Except in case of written consent of Vecom, a change of the Services shall not lead to a fee below the agreed fee.
6. **Obligations of the Purchaser**
- 6.1 Prior to and during the performance of the Services, the Purchaser shall be held to provide Vecom with the information needed by Vecom in order to be able to make an Offer or perform the Services. In particular, if the Services refer to materials to be treated or processed by Vecom or to substances to be removed by Vecom or to professional advice, the Purchaser shall submit the necessary information to Vecom concerning the nature, qualities and chemical composition of such materials and substances and contamination to be treated. The Purchaser warrants the accuracy and completeness of the submitted information; Vecom itself is not held to perform any investigation into this.
- 6.2 The Purchaser is held to deliver the materials and substances to be treated, processed or removed in adequate packaging to Vecom and equipped with the required labels, etcetera, with due observance of the applicable legislation and any directions to be given by Vecom.
- 6.3 If work is carried out by Vecom in a business building or on business premises being used by the Purchaser or by a third party, the Purchaser shall be held to ensure that Vecom shall obtain access and that the necessary measures shall be taken in order to enable Vecom to perform the Services in a diligent and safe manner and with due observance of the applicable legislation and any directions to be given by Vecom. In addition, the Purchaser is held to notify Vecom prior to the performance of the Services of any regulations of the Purchaser or the third party to be observed by Vecom.
- 6.4 The Purchaser is liable vis-à-vis Vecom for the damage suffered by Vecom due to a breach by the Purchaser of its obligations, including any damage suffered because performance of the Services is prevented by a circumstance attributable to the Purchaser.
- 6.5 The Purchaser indemnifies Vecom against any liability for damage suffered by an employee of Vecom during the implementation of his work in a business building or on business premises being used by the Purchaser or by a third party. The Purchaser must take out adequate insurance for such damage suffered by employees of Vecom.
7. **Consulting**
- 7.1 The Purchaser cannot derive any rights from consulting and assessments by Vecom if the consulting/assessment does not form part of the Services.
- 7.2 If the Purchaser requests Vecom for consulting or assessment during the performance of the Services, whilst the consulting/assessment does not form part of the Services, this shall be regarded as a request for additional Services. Vecom has the right to turn down the request without stating the grounds. If Vecom accepts the request, Vecom shall be entitled to payment for the additional Services. Unless a fixed price or other basis of calculation has been agreed, the fee shall be calculated based on the actually worked number of hours or half working days multiplied by the agreed rates, or at least by the rates applied by Vecom.
8. **Rental**
- 8.1 If an Offer or Agreement (partly) consists of temporarily making materials or equipment available for use by the Purchaser against payment of a fee, (that part of) the Offer or the Agreement shall be governed by the provisions of this article.
- 8.2 Rental shall be effected for the duration specified in the Offer or the order confirmation, or arising from the nature or use of the rental object. In the event of an indefinite term, the rental may be terminated at all times by any of the parties through written notice of termination with due observance of 2 (two) calendar months' notice, without prejudice to the right of Vecom to immediately terminate the rental and reclaim or recapture the rental object in case of a failure to perform on the part of the Purchaser or if the Purchaser loses free control over the rental object.
- 8.3 The fee shall be payable each month through prepayment.
- 8.4 Upon delivery, the rental object must be inspected by the Purchaser and tested if and insofar as necessary. Any defects, damage, et cetera must be reported to Vecom immediately and in writing. Upon termination of the rental, the rental object must be returned to Vecom in the same condition as it was upon receipt, except for normal wear and tear.
- 8.5 The Purchaser must use and service the rental object and keep it clean in

- accordance with applicable legislation and the regulations or instructions of Vecom, the regulations of the manufacturer, and in accordance with the consequences of normal use. Periodic control and maintenance and repairs shall be carried out by Vecom or by third parties designated by Vecom. Except with the written consent of Vecom, the Purchaser is not permitted to perform the control, maintenance and repairs itself or to outsource this to third parties designated by Vecom.
- 8.6 The rental object shall be kept by the Purchaser at its own risk. During the rental, the Purchaser is held to keep the object insured against typical risks. The Purchaser is only entitled to use the rental object in its business building or on its business premises and the Purchaser must store the object there. The Purchaser is not permitted to rent out or give the rental object in use to third parties. The Purchaser shall notify Vecom immediately in the event of any damage or loss of the rental object or if a third party lays claim on any right to the object, including but not limited to attachment, in which case the Purchaser shall take the necessary measures in order to protect the property rights of Vecom.
- 8.7 The Purchaser is liable for the repair costs of the rental object and for compensation of the replacement value in case of misplacement and/or destruction of the rental object.
- 9. Invoicing and payment**
- 9.1 Vecom shall send an invoice immediately after implementation of the Agreement. Invoices are payable within 30 (thirty) days after the date of invoice, in euros, into a bank account to be specified by Vecom. The Purchaser shall never be entitled to apply or pay any discount through a set-off. In addition, the Purchaser shall never be entitled to suspend its payment obligations.
- 9.2 Vecom is at all times entitled to request the Purchaser to furnish adequate security for the invoices sent and yet to be sent by Vecom within a period to be determined by Vecom.
- 9.3 In case of non-fulfilment or late fulfilment of its payment obligations, the Purchaser shall be in default by operation of law, in other words without requiring any notice of default. In that case, Vecom shall be entitled to suspend its obligations vis-à-vis the Purchaser or to dissolve the Agreement in whole or in part. In addition, Vecom shall be entitled to charge an interest of 1% per month on the unpaid amount over the period in which the Purchaser is in default, it being understood that a part of a month shall qualify as a full month.
- 9.4 Vecom is entitled to charge its extrajudicial expenses and/or collection charges to the Purchaser, including the costs of legal advice, due to non-fulfilment or late fulfilment of its payment obligations or due to non-fulfilment of any other obligation.
- 10. Confidential information and non-disclosure**
- 10.1 Vecom may, possibly at the request of the Purchaser, provide the Purchaser with information on its working methods, formulas and designs. Except where required pursuant to applicable legislation, Vecom shall never be held to provide such information. The Purchaser acknowledges that, to Vecom, such information has a major commercial and strategic value and is confidential by nature.
- 10.2 The Purchaser is held to treat the information referred to in paragraph 1 confidentially and to observe strict confidentiality in this regard. The Purchaser shall observe the greatest possible due care regarding the documents and the data carriers in/on which such information is stated and shall implement the necessary measures to prevent that the information becomes known to third parties or is published. The Purchaser shall not use the information for any other purposes than to ensure that Vecom can perform the Services.
- 10.3 The Purchaser is only entitled to provide the information to third parties which it engages in order to ensure that Vecom can perform the Services, and only with the written consent of Vecom.
- 10.4 The Purchaser shall impose the non-disclosure obligation set forth in this article on its staff and on third parties which it engages on order to ensure that Vecom can perform the Services. The Purchaser warrants that this obligation shall be fulfilled by them.
- 10.5 In case of breach of the provisions in this article, the Purchaser shall forfeit a penalty of € 20,000 (twenty thousand euros only) per breach, all this without prejudice to the right of Vecom to receive damages.
- 11. Risk, delivery and transport of objects submitted for treatment**
- 11.1 The risk regarding objects submitted to Vecom for treatment or processing shall pass from the Purchaser to Vecom after, in accordance with the directions of Vecom, the objects have been unloaded in or before the warehouse of Vecom (in Maassluis or at another location specified in the order confirmation) and Vecom has received the goods. The risk shall pass back to the Purchaser after Vecom has performed the agreed work and delivery has taken place.
- 11.2 The moment of delivery is specified in the order confirmation. If in the order confirmation does not specify any moment of delivery, or if delivery takes places at another moment than specified in the order confirmation, Vecom shall inform the Purchaser well in time regarding the moment of delivery.
- 11.3 If damage is caused to the objects referred to in paragraph 1 of this article whilst these were at the risk of Vecom, the liability of Vecom shall be limited to what is laid down in article 13 of these Terms and Conditions.
- 12. Inspection and complaints**
- 12.1 The Purchaser is held to inspect the Services immediately after supply/delivery.
- 12.2 Unless specified otherwise in a delivery protocol, the Purchaser must report any complaints to Vecom in writing immediately and in any event within 2 (two) days.
- 12.3 Within 10 (ten) business days, Vecom shall inform the Purchaser whether the complaint is well-founded. If the complaint is well-founded, Vecom shall perform the repair work free of charge – if and insofar as possible. Vecom shall carry out the repair work within a reasonable period at a moment to be determined by mutual agreement.
- 12.4 A complaint shall not entitle the Purchaser to suspend its payment obligation and shall not release the Purchaser from its obligation to furnish security upon demand.
- 13. Liability**
- 13.1 Without prejudice to the other provisions in these Terms and Conditions, Vecom shall be exclusively liable vis-à-vis the Purchaser for damage to objects submitted to Vecom for treatment or processing or to objects used by the Purchaser and being treated or processed by Vecom. However, Vecom shall not accept liability if the damage is (partly) caused by intrinsic defects of the object or if the Purchaser has failed to fulfil its obligation to provide information concerning the object.
- 13.2 Vecom shall never accept liability vis-à-vis the Purchaser for any damage other than the damage referred to in paragraph 1; in particular, Vecom shall never accept liability for any damage consisting of loss of profit caused by idle time or dysfunctioning of the company of the Purchaser in whole or in part. In particular, Vecom shall never accept liability vis-à-vis the Purchaser for any damage to objects submitted to Vecom for treatment or processing during the transport of such objects, even if the transport of such objects is organized by Vecom.
- 13.3 The liability of Vecom for damage of the Purchaser is in any event limited to the amount of the insurance cover under the liability insurance of Vecom.
- 13.4 The liability of Vecom for damage of the Purchaser that is not covered under the liability insurance is limited to an amount of € 10,000 per damage event.
- 13.5 If the Purchaser agrees with Vecom that Vecom shall insure the objects submitted to Vecom for treatment or processing, Vecom may charge the insurance premium to the Purchaser. However, Vecom is not held to offer to insure the objects. The same applies to insurance of such objects if the transport of such objects is organized by Vecom.
- 14. Force majeure**
- 14.1 Force majeure on the part of Vecom is at stake if Vecom is prevented from fulfilling its obligations under the Agreement due to a circumstance beyond its control. Force majeure includes but is not limited to (threats of) terrorism, war/war risk, civil war, uproar, revolution, molest, fire, water damage, flooding, government measures, import & export limitations, machinery defects, strike, sit-in, limitation of transport possibilities due to weather circumstances and traffic, suppliers and/or subcontractors of Vecom who do not fulfil their obligations (or not in time), and disruption of the supply of energy and water within the company of Vecom.
- 14.2 Vecom has the right to suspend the fulfilment of its obligations vis-à-vis the Purchaser in the event of and for the duration of a force majeure situation.
- 15. Suspension and dissolution**
- 15.1 Without prejudice to the other rights of Vecom, Vecom shall be entitled, without requiring any prior notice of default and without any obligation to pay damages, to dissolve the Agreement in whole or in part, or to suspend the (further) implementation of the Agreement, if:
- the Purchaser does not fulfil its obligations under the Agreement (or not in time), even if this cannot be attributed to the Purchaser;
 - Vecom becomes aware of any circumstances that give Vecom valid grounds to fear that the Purchaser shall not be able to (fully) fulfil its obligations under the Agreement (or not in time);
 - in the event of Purchaser's bankruptcy, administrative receivership, placement under legal restraint, or submission of a petition to this effect
 - the Purchaser is dissolved, is discontinued due to a merger or otherwise ceases to exist;
 - proper performance by Vecom (in whole or in part) is temporarily or permanently impossible due to one or more circumstances beyond the control of Vecom.
- 15.2 In the cases specified in paragraph 1 subsections a. through d., Vecom is furthermore entitled to claim immediate payment of what it would be entitled to pursuant to the Agreement if the Agreement had been fully carried out as agreed.
- 16. Applicable law and jurisdiction clause**
- 16.1 These Terms and Conditions, all Agreements and any resulting legal relationships between the Parties are governed by Dutch law.
- 16.2 Any disputes shall be brought before the competent Section of the District Court of Rotterdam, be it that Vecom can also submit disputes to the competent Section of the District Court in the court district where the Purchaser has its business office, domicile or branch.
- 17. Miscellaneous provisions**
- 17.1 Any deviations from and additions to an Agreement (including Continuing Performance Contracts) shall be exclusively valid if agreed in writing.
- 17.2 Vecom is entitled to change the Terms and Conditions any time. The changed Terms and Conditions are applicable to all Offers and Agreements (including Continuing Performance Contracts) as of the moment of utilization.