

Technolution Terms and Condition of Purchase 1402

1 Applicability

- 1.1 These Terms and Conditions govern all agreements entered into by Technolution B.V. (hereinafter referred to as: "Technolution") in which Technolution acts as purchaser of goods and/or services or in which Technolution contracts out work. They apply to all orders, offers and deliveries made to Technolution by suppliers, sellers, contractors or other parties (hereinafter referred to as "Supplier").
- 1.2 Technolution hereby expressly rejects the applicability of any general conditions used by the Supplier, except to the extent that Technolution has accepted these expressly and in writing.
- 1.3 Orders and agreements will be binding:
 - a. where the Supplier has made a quotation: by the express acceptance of this quotation by Technolution, with due regard to the provisions of clause 1.2;
 - b. where Technolution has provided an assignment to the Supplier without prior quotation: by the returning of a confirmation of this assignment by the Supplier, signed without any reservations, including reservations such as mentioned in clause 1.2.
- 1.4 After completion, the agreement can only be amended with the written consent of both parties, with due regard, however, to the provisions of clause 2.5.

2 Delivery and the provision of works and services

- 2.1 The works and services must be carried out in accordance with the formulated requirements and in accordance with the requirements of good workmanship, without additional costs of any kind, at the agreed place, date and price.
- 2.2 The deliverables must meet the requirements laid down in the agreement. The deliverables shall not be deemed to have met the requirements if they do not possess the qualities that Technolution is entitled to expect under the agreement and on the basis of the relevant specifications.
- 2.3 Where no further description of the requirements has been provided, the deliverables should in any case be of good quality and should at least meet the usual standards of reliability, efficiency and finish.
- 2.4 Unless otherwise agreed in writing, the Delivered Duty Paid (D.D.P.) delivery condition shall apply. Delivery will be in accordance with any transport instructions of Technolution, and will take place at the time and place designated by Technolution, in proper packaging and accompanied by all necessary documents, such as cargo-bills, packing slips and any customs documents.
- 2.5 Technolution is entitled to make reasonable and fair changes to the nature and extent of the works or services required by means of a written request to the Supplier. The changes may not be of such a nature and extent that the Supplier would not in good faith have entered into the agreement if he had known of the changes in advance. In the latter case, parties will enter into discussion concerning the change request.

3 Transfer of risks and ownership and payment

- 3.1 Transfer of title shall take place in favour of Technolution:
- a. where Technolution checks the goods after delivery: the day after checking. Technolution checks within two weeks after delivery.
 - b. where Technolution does not check the goods after delivery: two weeks after delivery.
- 3.2 Transfer of risk shall take place upon delivery of the goods to Technolution.
- 3.3 All intellectual or industrial property rights to any software, equipment or other materials developed or provided by the Supplier under the agreement shall be held solely by Technolution. Technolution shall acquire such rights of use and ownership. Compensation for this transfer is deemed to be part of the fee. The Supplier will co-operate to perform all legal and reasonable acts necessary for an accurate and complete transfer of those intellectual or industrial property rights to Technolution, in such a manner that those rights shall be held solely by Technolution.
- 3.4 Unless otherwise agreed in writing, payment shall be effected within 45 days after receipt of the relevant invoice, provided that the invoice has been sent in accordance with the agreed payment terms, and provided that Technolution has not objected before payment is due to the way Supplier has executed the order or agreement.

4. Non-performance and remedies

- 4.1 If the likelihood arises that the order or agreement will be delayed, the Supplier will notify Technolution immediately, explaining the reasons for and the consequences of the potential delay. Supplier will also propose measures to avoid further delay. Within 14 days of receiving this notification, Technolution will notify the Supplier whether or not it agrees with the proposed measures and with the consequences described by the Supplier. Agreement does not imply any acceptance by Technolution of the cause of the potential delay, and does not affect any other rights vested in Technolution under the agreement.
- 4.2 In case of failure by the Supplier to perform within the agreed time or times, to adhere to the agreed quantities, or to fulfil the requirements pursuant to clause 10 hereof or otherwise to perform any of the obligations pursuant to this order and agreement(s) relating thereto, Technolution shall notify the Supplier of non-acceptance immediately after discovery thereof. At the same time Technolution will grant the Supplier a reasonable period of time to recover, to improve, or to replace the failure. If the shortcoming has not been rectified at the end of this period, Technolution reserves the right to take either of the following steps at its own discretion and without being required to give any notice of default:
- a. to dissolve the agreement in writing, in whole or in part, or
 - b. to accept the delivery at a lower price.
- All costs, including transport costs, consistent with the recovery, improvement or replacement shall be borne by the Supplier.
- 4.3 Technolution will not use its power to dissolve or partially dissolve the agreement as stipulated in clause 4.2 (a) if recovery, improvement or replacement can be realized before the agreed time of delivery.
- 4.4 If Technolution dissolves or partially dissolves the agreement on the basis of clause 4.2, the Supplier is obliged to return any payments made in respect of parts of the order or work that have not yet been supplied and of services not performed. The Supplier is obliged to indemnify Technolution for all damages Technolution may incur as a result of such failure. In

addition, any claims which Technolution may have on the Supplier become directly payable in full at that moment.

- 4.5 The fact that Technolution has not notified the Supplier of non-fulfilment of any of his obligations shall not be construed to be a waiver of Technolution's rights to require strict fulfilment of such obligations.

5. Warranty and liability

- 5.1 The Supplier warrants that the goods are of sound workmanship, of good quality and are free from faults in construction, manufacture and/or material for at least one year after delivery, unless a different warranty period is agreed.
- 5.2 The Supplier shall be obliged to pay the direct damage that Technolution or its staff may suffer through any breach in connection with the performance of the agreement or through any unlawful act of the Supplier, its staff or third parties involved at the behest of the Supplier in the performance of the agreement.
- 5.3 The Supplier has taken out and will retain adequate insurance-cover in respect of its liability and the risks referred to in this clause (for a minimum amount of € 1.000.000 per case at least). The Supplier is obliged to provide access at Technolution's first request to the relevant insurance policy and the relevant premium payments made.
- 5.4 The Supplier indemnifies Technolution against any damage that Technolution may suffer as a result of any infringement or alleged infringement by or on behalf of the Supplier of any intellectual or industrial property right or other right of third parties.

6. Dissolution

- 6.1 Without prejudice to the other provisions of the agreement, Technolution may dissolve the agreement in full or in part out of court by registered mail, without being liable to pay any compensation, if:
- the Supplier applies for or is granted a provisional or definitive suspension of payments;
 - the Supplier files for bankruptcy or is declared bankrupt;
 - a substantial proportion of the assets of the Supplier intended for the execution of the contract is seized;
 - the Supplier's company is liquidated or acquired by a third party or is subject to any similar situation;
 - the Supplier is in default or is permanently or temporarily unable to fulfil its obligations pursuant to clause 4.
- 6.2 The notice of dissolution will be given to Supplier in writing.
- 6.3 Technolution may also dissolve the agreement in whole or in part outside the cases mentioned in clause 6.1, provided that Technolution shall compensate the Supplier for the damage that it thereby suffers.

7. Settlement of disputes and applicable law

- 7.1 Any dispute between the parties in relation to the agreement will be submitted exclusively to the competent court in the district of The Hague, unless the parties agree on an alternative means of settlement at the time when a dispute arises.

- 7.3 The agreement and agreements relating thereto shall be governed and construed in accordance with Dutch law. The rules of the United Nations Convention on Contracts for the International Sales of Goods are excluded.
- 7.4 Obligations which by their nature are intended to persist after the agreement has been performed will remain in force after the expiry of the agreement.

8. Confidentiality

- 8.1 The Supplier shall be obliged to keep secret the existence, nature and content of the agreement, as well as any other company information, and shall not divulge publicly anything to this agreement unless it has obtained the written consent of Technolution.
- 8.2 The Supplier will not divulge in any way any information that will come to its knowledge in the performance of the agreement and which it knows or may reasonably be assumed to know is confidential, except in so far as it is compelled to divulge such information under a statutory regulation or by a court ruling.
- 8.5 The Supplier will impose the same duty of confidentiality on its staff.
- 8.6 Technolution is entitled to compensation from the Supplier for the damage suffered in case of a breach or violation of the confidentiality obligation by the Supplier. The Supplier is aware that this damage may be considerable.

In the event of any inconsistency between the Dutch text of these Terms and Conditions of Purchase and any translations of them, the Dutch text prevails.