

GENERAL TERMS OF PURCHASE

Article 1. Definitions

The concepts and definitions used in these terms of purchase are defined as follows:

- *Eshuis*: the private company with limited liability Eshuis B.V., based in Dalftsen, with its principal place of business at Wannestraat 28 (7722 RT) in Dalftsen, user of these Terms of Purchase;
- *Seller*: the other party to Eshuis;
- *Agreement*: the written arrangements made between Eshuis and the Seller concerning the sale and Delivery of Goods;
- *Delivery*: bringing one or more objects in the possession of, respectively under the title of Eshuis;
- *Goods*: material objects to be delivered;
- *Parties*: Eshuis and Seller.

Article 2 Range of application

These Terms of Purchase apply to all requests, offers and orders and Agreements for the sale and Delivery of Goods by the Seller to Eshuis. Eshuis explicitly refutes that the general terms and conditions of the Seller are applicable.

Article 3 Quotes

- a. An offer or quote from the Seller to Eshuis is irrevocable for a period of two months starting from the moment the offer or quote reaches Eshuis.
- b. An agreement is reached when an offer or quote from the Seller is accepted. Once Eshuis has accepted the offer or quote, the Seller cannot revoke it.
- c. Any expenses relating to the quote and samples, models and/or documentation are for the account of the Seller. Eshuis is not obliged to return those samples, models and/or documentation.

Article 4 Modifications

- a. Eshuis is allowed at any time to modify the volume and/or quality of the Goods to be supplied in consultation with the Seller. Modifications are agreed in writing.
- b. If the Seller judges that an amendment to the order will affect the agreed fixed price and/or time of Delivery, he is obliged to notify Eshuis in writing as soon as possible before acting on the amendment, at the latest within eight working days after Eshuis communicated the alteration required. If Eshuis deems that the consequences for the price and/or time of delivery are unreasonable, both Parties will enter into negotiations on the subject.

Article 5 Time of Delivery

- a. Seller is only allowed to deliver earlier than at the agreed time of delivery provided he has received prior written consent of Eshuis. An early delivery does not alter the agreed time of payment.
- b. The agreed time of Delivery is of the essence. If the delivery is not made on time, the Seller is in breach of the terms without a notice of default. In the case of a threatened overrun of the time of delivery, Seller should notify Eshuis in writing without delay. This does not affect any consequences of the overrun pursuant to the Agreement or to legal provisions.
- c. Eshuis is entitled to postpone the Delivery of purchased Goods. In that case, Seller will ensure the Goods are packaged appropriately, stored separately and recognisably, preserved, secured and insured.

Article 6 Delivery

- a. Delivery will take place at the agreed time and place, pursuant to the current Incoterm DDP (Delivery Duty Paid).
- b. Partial deliveries are not acceptable except with the written consent of Eshuis.
- c. Seller is not allowed to postpone or offset his obligations towards Eshuis. Neither is Seller allowed to exercise a right of retention on Goods that are the property of Eshuis or to which Eshuis lays any other claim.

Article 7 Transfer of ownership

- a. The ownership of the Goods is transferred at the time of delivery.
- b. In the event Eshuis makes materials available to Seller - such as raw materials, auxiliary materials, tools, drawings, specifications and software - in the context of the Seller fulfilling his obligations - the aforementioned materials remain the property of Eshuis. The Seller will store these materials separately from objects belonging to him or to third parties. Seller will mark them as the property of Eshuis. If a third party lays claim to the Goods and/or arranges their confiscation, the Seller will assert that the Goods are the property of Eshuis and immediately notify Eshuis of the claim to ownership or confiscation. Eshuis is at all times allowed to organise the collection of Goods it has ownership over from the place where they are stored. Seller already grants Eshuis irrevocable authority to access the premises where the goods are stored to retrieve them or to have them retrieved.
- c. The moment that materials such as raw materials, auxiliary materials and software from Eshuis have been processed into Goods by the Seller, Goods belonging to Eshuis are generated.

Article 8 Inspection

- a. Eshuis is authorised to inspect or arrange the inspection of Goods at the time of production, processing and storage as well as after Delivery.

- b. Upon the first request, Seller will grant access to Eshuis or to its representative to the place of production, processing or storage. Seller will co-operate with the inspection free of charge.
- c. If an inspection as referred to in this article cannot take place as scheduled or if it needs to be repeated, the resulting expenses to Eshuis are for the account of Seller.
- d. Eshuis will inspect the Goods at the latest within 30 days of Delivery to check out their nature, status, quality and conformity to the Agreement. The inspection may involve taking and testing samples of the Goods. If Eshuis deems the expiry date of the Goods supplied is too soon after the delivery date, Eshuis is authorised to reject the Goods supplied, unless this would be unreasonable in the circumstances.
- e. If Eshuis rejects the Goods, this will be communicated to the Seller as soon as possible in writing. In its letter, Eshuis will set out its complaints as clearly as possible. At the time of rejection, the ownership of the rejected Goods reverts to the Seller.
- f. In the event delivered Goods are rejected, Seller will take action to repair or replace the delivered Goods within five working days. If Seller does not comply with the deadline stated in this Article, Eshuis is authorised to acquire the required Goods from a third party, or to make the necessary arrangements or to have the necessary arrangements made by a third party for the account and risk of the Seller.
- g. In the event of rejection, Eshuis is entitled to return the rejected Goods to Seller including Goods that have been tested or sampled, after a period of five days. The costs and the risk of the return transport are for the account of Seller. If a return consignment is not reasonably possible, Eshuis will retain the Goods for the account and at the risk of Seller.

Article 9 Packaging

- a. Eshuis is authorised to return packaging materials (for transport) to Seller at the latter's expense.
- b. Processing or destroying packaging materials (for transport) is the responsibility of the Seller. If packaging materials are processed or destroyed at the Seller's request, it is at the risk and for the account of the Seller.

Article 10 Pricing

- a. Prices are fixed, unless the agreement stipulates objective circumstances that may lead to price changes. If the price increases by over 10%, Eshuis is entitled to terminate the Agreement.
- b. The price is supposed to cover all costs involved with delivering the Goods to the location specified by Eshuis. Those costs also include expenses, tax and duties including those relating to the production, transport, insurance, import and export.

Article 11 Payment

- a. Invoices will be settled inclusive of VAT within 60 days of receipt.
- b. Eshuis is authorised to suspend the payment if it observes that the Goods are faulty.
- c. Eshuis is allowed to deduct any amount it is owed by Seller from the invoice.
- d. Payment does not in any way entail a surrender of rights by Eshuis.
- e. If Eshuis does not pay on time, it is in breach of the terms of payment after a written notice of default followed by an additional period of time to settle. From the moment that Eshuis is in breach of the terms of payment, it owes Seller the statutory rate of interest over and above the unpaid amount. Eshuis is not obliged to pay more or anything other than compensation at the statutory interest rate.

Article 12 Warranty

- a. Seller guarantees that the Goods are in line with what was agreed and that they have the necessary characteristics to meet Eshuis' purpose.
- b. Seller guarantees that the Goods are complete and ready for use. He ensures that all components, auxiliary materials, ancillaries, tools, spare parts, operating instructions and user manuals among other things required to achieve the purpose indicated in writing by Eshuis are supplied with the Goods, even if the items are not explicitly mentioned.
- c. Seller guarantees that the goods supplied comply with all relevant legal stipulations, including those relating to quality, the environment, safety and health.
- d. The warranties of the Seller cannot limit Eshuis' rights. The parties will consider any of the Seller's warranty stipulations which restrict the legal and contractual rights of Eshuis as not having been written.

Article 13 Shortcomings

- a. In the event of an imputable shortcoming by Seller to comply with the Agreement or with these Terms of Purchase, Seller will be in breach without a notice of default. Seller is liable for any direct and indirect losses as well as consequential losses suffered by Eshuis as a result of the Seller's imputable shortcoming in complying with the Agreement and with these Terms of Purchase.
- b. Without prejudice to its entitlement to compensation and other legal rights arising from an imputable shortcoming, Eshuis is empowered to claim a fine which is payable immediately of 2% per day from the day of the shortcoming up to a maximum of 20% of the amount payable by Eshuis for the Delivery.
- c. If the Goods supplied do not tally with the Agreement, Eshuis may demand that the Seller supplies what is missing and repairs or replaces the Goods. The associated costs are for the account of the Seller. If the Seller does not comply with this obligation within the period

provided, Eshuis is entitled to make arrangements with a third party for the supply of missing Goods and repairs or replacement.

- e. The Seller agrees to defend and indemnify Eshuis from and against all claims, actions, liabilities and losses by third parties arising from an imputable shortcoming by the Seller in complying with this Agreement and with these Terms of Purchase.
- f. Eshuis may request Seller to take out indemnity cover for the risk of causing damages to Eshuis or third parties through imputable shortcomings. Seller is obliged to let Eshuis inspect a copy of the related indemnity cover upon the first request.

Article 14 Force majeure

- a. The Parties can call on non-imputable shortcomings towards each other only if the party concerned notifies the other party in writing of such an appeal adding the necessary documentary evidence as soon as possible but not later than within five working days after the non-imputable shortcoming takes effect.
- b. A shortcoming is only non-imputable if it is caused by force majeure. By 'force majeure' is only understood circumstances beyond one's control coming from outside, such as natural disasters, mobilisation and/or war. In no case does force majeure include illness or the unsuitability of personnel or third parties, delays caused by suppliers, a shortage of materials, being unable to acquire a licence and/or industrial disputes.
- c. If the Seller states that one or more of his shortcomings are not imputable to him and Eshuis has accepted this position, Eshuis nevertheless retains the right to terminate the Agreement. On that occasion, the Parties will not hold each other liable for damages.

Article 15 Transfer of obligations

- a. The Seller is allowed to transfer an obligation arising from this Agreement or these Terms of Purchase to a third party only with prior written consent of Eshuis. This consent may be subject to reasonable conditions.
- b. In the case (part of) the obligations arising from this Agreement or these Terms of Purchase are transferred to a third party, Seller is obliged to notify Eshuis of the safeguards put into place for the payment of VAT, income tax and national insurance payments which are compulsory for employers.

Article 15 Intellectual and industrial ownership rights

- a. Eshuis is free to use the Goods that were sold and supplied to the company as it pleases, as well as the associated documentation.
- b. If the Goods sold and supplied by the Seller involve part or the whole of a software package, Seller grants Eshuis a non-exclusive transferable licence to use the software without limitations for an indefinite period. By 'licence' is understood the right of Eshuis to grant sub-licences internally or externally.

- c. The Goods sold and delivered to Eshuis as well as the associated documentation do not infringe any patent, patent application, licence, copyright, registered drawing, design, trademark, trade name or other intellectual property right of a third party. Seller indemnifies Eshuis both materially as with regard to any lawsuits against any such claims made by third parties.
- d. Seller is entitled to use information furnished by Eshuis, but only for the purpose of carrying out the Agreement. Seller guarantees not to infringe any patent or patent application, licence, copyright, registered drawing, design, trademark, trade name of other intellectual property rights owned by Eshuis.

Article 16 Confidentiality and prohibition of disclosure

- a. Seller will keep the existence, nature and content of the Agreement as well as any other company information confidential and not divulge any aspect of it without Eshuis' written consent. Seller is obliged to impose this prohibition on all staff and any third party involved through him and Seller is accountable for his staff and third parties observing the confidentiality.
- b. In the event the provision in the previous paragraph is breached, Eshuis will impose an immediately payable fine on Seller of € 25,000- for every violation. Seller is obliged to settle the fine within 14 days of Eshuis imposing it. Settling the fine does not affect the right Eshuis has to pursue the Seller for any damages suffered as a result of the Seller's violation.

Article 17 Termination

- a. In the case of:
 - the Seller's failure to comply with his obligations arising from the Agreement or of these Terms of Purchase;
 - the Seller's bankruptcy;
 - the Seller's suspension of payments;
 - the Seller's company being closed down;
 - any licences being revoked;
 - sequestration of (part of) any property or Goods destined for carrying out the Agreement;
 - the liquidation or take-over or any comparable state of the Seller's company;Eshuis is entitled to terminate the Agreement extra judicially.
- b. Eshuis is also entitled to terminate the Agreement partially or entirely if Seller or one of his subordinates or representatives offers or provides any benefits to a person belonging to Eshuis' company or to one of its representatives.

Article 18 Public order, safety and the environment

- a. Seller, his employees and the third parties involved through him are obliged to comply with statutory provisions relating to safety, health and the environment.

- b. In addition, Seller will observe the company guidelines and regulations of Eshuis with regard to safety, health and the environment. A copy of these guidelines and regulations will be made freely and promptly available to Seller upon request.
- c. If safety information, guidelines or data sheets are generally available about a product and/or item of packaging, Seller will supply these conditions and/or data sheets at the time of delivery.

Article 19 Disputes

- a. Efforts will be made to resolve any disputes arising between the Parties, including those which are considered to be disputes by only one of the Parties, through proper negotiations.
- b. If the Parties cannot reach a resolution, disputes will be adjudicated by the competent judge in the district in which Eshuis has its registered office.

Article 20 Applicable law

The Agreement, which these Terms of Purchase are part of, is governed by Dutch law only. Foreign legislation and agreements such as the Vienna Sales Convention are excluded.

Article 21 Priority of the Agreement

In case of conflict, the provisions in the Agreement prevail over these Terms of Purchase.

ADDITIONAL CONDITIONS REGARDING ORDERS AND ACCEPTING WORK COMMISSIONED BY ESHUIS

Article 22 Additional definitions

The concepts used in these additional conditions are defined as follows:

- *Service provider*: the other party to Eshuis
- *Materials*: goods as referred to in article 14b, which are processed to achieve material objects or which are used to carry out work, except for the equipment used;
- *Equipment*: all vehicles, items of equipment, cranes, scaffolding and its components, consumption goods and similar items used by the Service Provider to fulfil the Agreement, with the exception of the goods that need to be processed to achieve the material objects to be produced.

Article 23 Range of application

- a. These additional conditions apply to all requests, offers and Agreements with relation to the Service Provider carrying out orders and/or accepting work.
- b. Next to these additional conditions, the Eshuis Terms of Purchase apply to aforementioned requests, offers and Agreements, unless the additional conditions state differently or unless the Goods deviate from it by their very nature.

- c. For the purpose of the application of these conditions, 'the staff' of the Service Provider also refers to third parties involved through the Service Provider to carry out the Agreement(s).

Article 24 Staff, equipment and materials

- a. Staff called on by the Service Provider to fulfil the Agreement will comply with the special requirements imposed by Eshuis and if no requirements are stipulated, with the general requirements of workmanship and expertise.
- b. If Eshuis deems the staff to be insufficiently qualified, it is authorised to demand the staff's removal in which case the Service Provider is obliged to organise for the staff to be replaced without delay, with due regard for the stipulations under paragraph a. of this article.
- c. Eshuis is authorised to inspect and assess all materials and equipment to be used by the Service Provider to carry out the Agreement and to identify staff called on by the Service Provider to fulfil the Agreement.

Article 25 Grounds and premises of Eshuis

- a. Service Provider should acquaint himself with the conditions within the Eshuis grounds and premises where the work needs to take place before starting to fulfil the Agreement.
- b. Any expenses arising by delays in carrying out the Agreement caused by aforementioned conditions are for the account and at the risk of the Service Provider.

Article 26 Operations within the grounds/buildings of Eshuis

- a. The Service Provider ensures that his presence and that of his personnel in the grounds and buildings of Eshuis does not prevent the undisturbed continuation of activities at Eshuis and at third parties.

The Service Provider and his staff should inform themselves of the content of any guidelines and regulations in effect within the grounds and premises where the work needs to be carried out before starting to fulfil the Agreement - including regulations concerning safety, health and the environment - and they should behave accordingly.

- b. Eshuis will make a copy of the aforementioned guidelines and regulations available to the Service Provider on request.

Article 27 Payment

- a. Eshuis will only pay when the Service Provider has carried out the work to Eshuis' satisfaction and/or when the order has been carried out to the Service Provider's satisfaction and after the Service Provider has demonstrated on Eshuis' first request that the former has paid any personnel and contractors involved what they were owed.
- b. Eshuis is at all times entitled to settle the social security premiums, VAT and income tax including national insurance owed by the Service Provider in relation to the work carried out for which Eshuis may be severally liable as self-builder pursuant to the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act by transferring them to the Service Provider's blocked account.

- c. Without prejudice to the provision in the previous subsection, Eshuis is at all times entitled to withhold social security premiums, VAT and income tax including national insurance from the contracted sum and to pay these directly on behalf of the Service Provider to the industrial insurance board concerned, respectively the collector of income tax.
- d. In the events referred to under b and c of this Article, Eshuis will be dissolved from paying these amounts by paying them on behalf of the Service Provider.

Article 28. Obligations of the Service Provider

- a. Service Provider is responsible for bringing the operations to their proper conclusion independently and at his own responsibility, with due regard for the relevant guidelines regarding safety and the environment, among other things.
- b. The work and/or order should be carried out properly and soundly, in line with the provisions contained in the Agreement.
- c. The Supervisors acting for the Service Provider should in principle be available within the grounds during office hours and their absence, replacement and accessibility should be arranged in consultation with Eshuis.
- d. The Service Provider holds a valid registration certificate of the industrial insurance board he is registered with as well as a licence to establish a business, insofar it is required. At Eshuis' first request, the Service Provider will produce these documents. The Service Provider should hold a VCA (health & safety) certificate.
- e. Service Provider will give Eshuis upon the first request a list of names, forenames, address, date and place of birth, N.I. number and terms of employment of all staff involved in the project, on a week-by-week basis.
- f. Upon the first request, Service Provider will allow Eshuis to inspect a record of the state of pay as well as a breakdown in man/hours for all staff called on to carry out the agreement, in line with a template provided by Eshuis.
- g. Service Provider must adhere rigidly to all obligations towards the staff involved.
- h. Service Provider will give Eshuis upon the first request a copy of statements concerning his record with the industrial insurance board and the collector of income tax.
- i. Service Provider will indemnify Eshuis against third party liability concerning any failure of the Service Provider to comply with his obligations arising from the Agreement, or from the statute books.

- j. Service Provider will carry out the Agreement independently in line with up-to-date technology and is responsible for doing so.
- k. The Service Provider must remove his waste and packaging materials after his work is completed.