

General purchase conditions AC-2018-01: Amicon B.V.
Registration number Chamber of Commerce: 68673531

NL77 RABO 0318 1864 11
K.v.K nummer 68673531
BTW NL 8575.44.536.B.01

info@amicon-fabrication.nl
www.amicon-fabrication.nl

Article 1 - General

1. These conditions apply to every request, offer, order and agreement between Amicon B.V. (hereinafter referred to as: "The BV") and the other party (hereinafter referred to as: "Supplier"), to which the BV has declared these conditions applicable, as far as the parties have not deviated from these conditions explicitly and in writing.
2. The applicability of any other general terms and conditions of the Supplier shall be expressly rejected, unless the BV has explicitly stated in writing that it accepts these or parts thereof.
3. The possible inapplicability of (part of) a provision of these general terms and conditions does not affect the applicability of the other provisions.
4. If the BV does not require strict compliance with these conditions, this does not mean that the provisions of the general conditions do not apply, or that the BV in any degree would lose the right to otherwise strict compliance with the provisions of these general terms and conditions.
5. In the event of a discrepancy or conflict between these general terms and conditions, the Dutch text will apply.
6. These general terms and conditions also apply to partial, follow-up orders, follow-up or partial orders arising from the agreement.
7. If the BV has already submitted these general terms and conditions to the Supplier several times, one can speak of a permanent commercial relationship. The BV then does not have to make the general terms and conditions available again and again to make them applicable to subsequent agreements.

Article 2 - Offer, quotation and assignment.

1. An application for an offer is not binding for the BV. Only assignments given in writing are binding for the BV.
2. If the Supplier can reasonably understand that the order contains an obvious mistake or clerical error, the BV cannot be held to its order.
3. The agreement is formed if the BV places a written order with the Supplier, and this order is confirmed to the BV by the Supplier unchanged and in writing within fourteen days. As long as the Supplier has not yet confirmed the order within this period, the BV has the right to withdraw the order. In that case, the BV is not liable to pay damages to the Supplier in any way. If the Supplier fails to return the order within the term or has started the execution of the order, the order is deemed to have been accepted on the conditions as stated by the BV.
4. All orders from the BV are subject to all technical and administrative provisions pertaining to the order and the accompanying drawings, present purchase conditions and all provisions of the agreement for which the BV has given instructions to the Supplier.
5. The functional and / or technical specifications and / or the specifications, the accompanying drawings, official reports and all invoices are available for inspection by the Supplier at the BV. Copies of these documents will be provided upon request. The supplier is deemed to have had access to the specifications and to have received all drawings and relevant documents and all other information desired by him.
6. If the Supplier detects obvious obscurities or shortcomings in the order, he is obliged to immediately point this out to the BV and to request clarification before implementing, creating or supplying.
7. The BV is authorized to change the size or composition of any assignment at all times. The supplier is obliged to make that change, unless this cannot reasonably be expected of him. If such a change is made at a time that the Supplier cannot reasonably be expected to implement it without charging costs or an additional cost, the Supplier will notify the change in writing within seven days of receipt of the statement. of these costs or additional costs, after which it is up to the BV to accept these costs or additional costs or to demand execution of the original assignment. If the previously referred to statement by the Supplier is not

- made within seven days, the BV may trust that the implementation of the change will not entail any costs or additional costs.
8. If implementation of a change under paragraph 6 entails a change in the delivery time, the Supplier will also provide a written statement of the changed delivery time within seven days after receipt of the change notification, after which it is up to the BV to make this change in the accept delivery time or require execution of the original order. If the aforementioned notification by the Supplier is not made within seven days, the BV may rest assured that implementation of the change will not result in a change in the delivery time.
 9. The Supplier who commences the execution of an assignment without having received a written order from the BV for this purpose, does so entirely at his own expense and risk. The BV is not obliged to any compensation or payment in this respect.
 10. Drawings, technical descriptions, designs and calculations produced by the BV or on its instructions remain the property of the BV. They may not be made available or shown to third parties. Nor may they be copied or otherwise reproduced. If no agreement is concluded, these documents must be returned to him at the expense of the Supplier of a request made by the BV within 7 days .

Article 3 - Obligations between parties

1. The Supplier is obliged to correctly and properly perform the assigned work in accordance with the provisions of the (modified) agreement.
2. The Supplier is obligated to inform the BV of demonstrable imperfections in constructions and working methods prescribed by or on behalf of the BV and in orders or instructions given by or on behalf of the BV.
3. The execution of the work must be such that the realization of the work is ensured within the agreed term.
4. The Supplier's obligation also includes:
 - b. only execute the instructions and orders given by the BV;
 - c. possessing and showing, at the request of the BV, its valid proof of registration with the Tax Authorities, as well as a recent extract from the commercial register at the Chamber of Commerce and, if the Chain Liability Act applies, the original G-account agreement;
 - d. providing copies of valid proofs of identity and certificates of professional competence of employees to be deployed to an authorized representative of BV before the Supplier has its employees commence the work. During the execution of activities, employees must be able to show their identity documents on first notice;
 - e. compliance with the Aliens Employment Act and indemnification of the BV from any fines and / or sanctions for violation of that Act;
 - f. to provide the BV, if requested, to a state, in accordance with a model to be provided by the BV, containing the names and citizen service numbers (BSN) of all employees who have been employed at work by him from week to week;
 - g. to provide the BV on request with the wage statements for inspection;
 - h. to strictly comply with all his obligations towards the employees he employs at work;
 - i. each time at the request of the BV, but at least once a quarter at the Supplier's own initiative, to show an original statement regarding his payment behavior with the Tax Authorities, as referred to in the guidelines laid down in the context of the Chain Liability Act;
 - j. to refrain from making quotations and / or offers to the BV for extensions, replacements or changes to the work assigned by the BV;
 - k. keep a payroll administration in accordance with the applicable Wages and Salaries Tax Act 1964, the Collection Act and the Health Insurance Act;
 - l. his own work, equipment and materials, as well as his liability, are properly insured and kept insured. Equipment, measuring instruments and motor-driven tools must be demonstrably tested by a competent authority;
 - m. remove excess equipment and tools;
 - n. always have sufficient and competent employees at work and instruct them effectively and demonstrably about the applicable rules;
 - o. to ensure that during the work to be carried out by him there is always an authorized representative on the work floor, who actually supervises the employees to be deployed by him and who has a command of the Dutch language;

- p. to use and maintain the equipment made available to him in an expert manner, failing which he will be liable for all damage and costs;
 - q. to allow his staff to use the facilities provided by himself during rest and work periods, unless it is specified in the Assignment that use can be made of the work facilities available at work;
 - r. upon completion of the Assignment, or such a part thereof, that (partial) payment can be claimed, to provide himself with a receipt, man-hour statement or settlement statement signed by an authorized representative of the BV. This voucher is necessary for the administration of the BV and does not yet entitle you to payment;
 - s. If the Supplier is a self-employed person, he will provide a copy of a valid Employment Relationship Statement (VAR). This means a VAR Profit from Company (VAR WUO) or a VAR Director Large Shareholder (VAR DGA). The activities described on the VAR must correspond to the activities described in the Assignment.
5. If the Supplier fails to meet the previously mentioned obligations or fails to do so in time, the BV has the right to suspend the performance of the agreement until the Supplier has fulfilled its obligations. The costs related to the delay or lost working hours incurred, the costs of performing additional work and the other consequences arising from this are for the account and risk of the Supplier.

Article 4 - Payment

1. Prices exclude VAT and include all costs associated with the fulfillment of the obligations of the Supplier.
2. If the Supplier has complied with all his obligations under the agreement or assignment, the Supplier may invoice the agreed price to the BV.
3. Invoices are only sent after delivery and must be provided with a clear specification.
4. Unless expressly agreed otherwise, payment of the invoice (including VAT) will take place within sixty days after receipt of the invoice upon correct delivery. The BV has the right to reduce the amount of the invoice by amounts that have become due and payable by the Supplier.
5. The BV will only pay as soon as the delivery (or the part that includes a partial payment) has been delivered by the Supplier to the satisfaction of the BV.
6. If the Supplier does not meet its obligations, the BV has the right to suspend its payment obligations until the Supplier has fulfilled its obligations.
7. The BV is only obliged to pay additional work in writing. The settlement of less work is determined by mutual agreement, unless agreed otherwise in writing.
8. The BV can invoke set-off at any time.
9. If delivery is not made within the agreed term and the BV has already paid advances, the Supplier will owe the statutory commercial interest on the advances paid during the period that the shortcoming occurs, regardless of whether or not this shortcoming can be attributed to the Supplier. .

Article 5 - Delivery

1. Unless expressly agreed otherwise in writing, delivery will always take place DDP (Delivered Duty Paid) in accordance with Incoterms 2010 at the agreed place of delivery, at the agreed time and within the agreed term. If no delivery address has been agreed, delivery will take place at the address of the BV.
2. The agreed delivery period is considered to be punctual and fatal. If this term is exceeded, the Supplier is in default without further notice. If there is a risk of exceeding the delivery term, the Supplier must report this to the BV without delay, stating the reasons. This does not affect the possible consequences of this exceeding.
3. In the event that the Supplier does not deliver or does not deliver on time, he will owe the BV a fine for each day (for which part of the day counts as a full day) with which the delivery period is exceeded (without further notice of default being required). of € 500,00 per day, without prejudice to the BV's claims for compensation for damage and the right to proper performance.
4. The BV reserves the right to postpone the agreed term for delivery for an indefinite or fixed period. In that case, the Supplier is obliged to properly package, store, preserve, secure and insure the goods separately and recognizably. The reasonably associated costs will be for the account of the BV, unless the cause of the postponement cannot be attributed to it or force majeure is involved.
5. The Supplier ensures adequate packaging and security of the goods as well as appropriate transport, so that the goods reach their destination in good condition and can be unloaded.
6. The ownership of the goods to be delivered transfers from the Supplier to the BV at the time of delivery.

7. The Supplier is not authorized to make partial deliveries without explicit consent.

Article 6 - Approval

1. The BV is at all times entitled, but not obliged, to inspect goods or have them inspected during production, processing, storage and after delivery. If the goods are fully or partially rejected during this inspection or check, the BV will report this in writing to the Supplier. In that case, the inspection costs will be fully for the account of the Supplier.
2. The supplier will always fully cooperate with an inspection by or on behalf of the BV.
3. In the event of rejection of the goods, the Supplier is obliged to repair or replace these goods within five working days, depending on the BV's wishes. The BV is entitled to purchase the required goods from a third party, or to have measures taken or to have them taken at the expense and risk of the Supplier if it does not meet the obligation to repair or replace them within the stipulated period.
4. The BV has the right to return rejected goods at the expense and risk of the Supplier, if the Supplier does not retrieve them within fourteen days after a request for take-back.
5. In urgent cases or if it must be reasonably assumed that the Supplier will not, or does not timely or properly, repair or replace, the BV has the right to carry out repair or replacement at the expense of the Supplier.
6. Interim inspection, approval, acceptance or payment in instalments does not release the Supplier from any guarantee or liability.

Article 7 - Guarantees

1. The supplier guarantees that the delivered goods meet the requirements and properties that the BV might expect under the agreement and which are necessary for normal use thereof and of which the presence was not to be doubted, that it meets the specified requirements, specifications and regulations and that it complies with all relevant (legal or non-statutory) provisions regarding, among other things, quality, environment, safety and health.
2. Goods to be delivered by the Supplier must be free from all (special) burdens and restrictions, as well as from restrictions arising from patents, copyrights or other intellectual property rights, unless the BV has explicitly accepted one or more of these burdens or restrictions in writing.
3. In case of a justified appeal to the warranty, Supplier will take care of repair or replacement of the goods free of charge, the correct execution of the agreed activities or the repayment of or a discount on the agreed price or compensation, this to choice of the BV.
4. If the BV complains in time, this will suspend its payment obligation.

Article 8 - Retention of title

1. At the time of delivery and receipt by the BV, the risk and ownership of the goods delivered to the BV. The Supplier guarantees that the ownership of the delivered goods is delivered without any retention of title.
2. Acceptance and receipt by the BV does not in any way mean a waiver of right to complain at a later time, nor does it mean the surrender of rights accruing to the BV due to attributable shortcomings on the part of the Supplier.
3. The moment goods of the BV have been incorporated into the Supplier's goods, this is a new item that is owned by the BV. From that moment on, the Supplier will keep the goods for the BV and remains fully liable for correct delivery.
4. In the event of advance payment by the BV, ownership of the goods to be delivered, including materials from which they are made, will be transferred in full to the BV at the time of that advance payment and regardless of the size of that advance payment. From that moment on, the Supplier holds the goods for the BV and remains fully liable for correct delivery.
5. The supplier must immediately inform the BV in writing if third parties pretend to have ownership or other rights to the goods subject to retention of title, or at least the goods that are owned by the BV and held by the Supplier, or if third parties seize want to establish or assert rights in these matters.
6. The supplier must always do everything that can reasonably be expected of it to safeguard the property rights of the BV. The Supplier must keep the goods as long as the retention of title rests on them and as identifiable property of the BV.
7. If the Supplier acts in violation with the stipulations of this article or if the BV invokes its property or retention of title, the BV and its employees have the irrevocable right to enter the Supplier's premises and to collect the goods, The Supplier hereby grants in advance unconditional and irrevocable permission to the

BV and third parties to be designated by the BV to enter all those places where the BV's properties are located and to take those items with them. This applies without prejudice to De BV's right to compensation for damage, loss of profit and interest and the right to dissolve the agreement without further notice of default, by means of a written statement.

8. The BV is and remains the right holder of all intellectual property rights that rest on, arise from, are related to and / or belong to the works, goods, documents, etc. to be manufactured by the BV in the context of the agreement, unless the parties have agreed in writing otherwise agreed. The exercise of these rights, both during and after the execution of the agreement, is expressly and exclusively reserved to the BV.

Article 9 - Shortcoming, suspension, dissolution and termination

1. In the event of an attributable shortcoming on the part of the Supplier in the fulfillment of its obligations under the agreement, it will be in default without further notice of default. Requests addressed to the Supplier to still fulfill the obligations do not alter this.
2. The BV is authorized to suspend the fulfillment of the obligations or to dissolve the agreement with immediate effect if:
 - a. The supplier does not, not fully or timely fulfill the obligations under the agreement, even after being notified (written or verbally) in this respect;
 - b. After the conclusion of the agreement, the BV has become aware of circumstances that give good grounds for the expectation that the Supplier will not meet its obligations;
 - c. If, due to delay on the part of the Supplier, the BV can no longer be required to fulfill the agreement under the originally agreed conditions;
 - d. If circumstances arise which are of such a nature that fulfillment of the agreement is impossible or the maintenance of the agreement cannot reasonably be expected from the BV.
3. In each of the cases referred to in the previous paragraph, all claims of the BV against the Supplier directors are due and payable in full.
4. If dissolution of the agreement is attributable to the Supplier, the BV is entitled to compensation for damage, including the costs that arise directly or indirectly as a result.
5. If the BV proceeds to suspension or dissolution on the basis of this article, the BV is not obliged to pay compensation for damage and costs that have arisen for the Supplier.
6. In the event of liquidation, (application for) suspension of payment, bankruptcy or seizure at the expense of the Supplier, the BV is free to terminate the agreement immediately and with immediate effect or to cancel the agreement, without any obligation on the part of the BV

Article 10 - Liability

1. The supplier is liable for all damage to the BV that arises as a result of failure to perform the obligations under the agreement, or to do so on time or properly.
2. The supplier indemnifies the BV against all (financial consequences of) claims from third parties in any connection with the non-fulfillment, late or incorrect performance of its obligations under the agreement.
3. In the event that two or more Suppliers have jointly accepted an assignment, they are jointly and severally liable for the entire execution and the ensuing consequences.
4. The supplier must take all measures that are necessary to prevent or limit the damage.
5. The BV is never liable for damage to the work as a result of work performed or deliveries carried out by or on behalf of the Supplier.

Article 11 - Disputes

1. The agreement concluded between the BV and the Supplier is exclusively governed by Dutch law.
2. Any disputes will be submitted to the competent court in the place where the BV is established, although the BV always reserves the right to submit a dispute to the competent court in the place where the Supplier is established.