

In these general purchase conditions of Innclose B.V. (hereafter: the "Purchase Conditions") the following terms have the following meaning:

Innclose: the private limited liability company Innclose B.V., with its registered office and principal place of business at the Eerste Broekdijk 81, (7122 LD) Aalten;

Contractor: every natural person or legal entity entering into an Agreement with Innclose;

Agreement: every agreement effected between Innclose and the Contractor regarding the purchase by Innclose of the Performance, as well as every amendment or addition to such and all (legal) acts necessary for the entering into or the performance of that agreement;

Performance: the goods delivered and to be delivered by the Contractor to Innclose and user rights to those goods and/or the services to be provided and works to be carried out by the Contractor for the benefit of Innclose;

Specifications: the (technical) specifications and/or descriptions of the Performance as set out in the Agreement.

Confidential Information: any information and/or data the Contractor acquires pertaining to Innclose in the context of the performance of the Agreement (including but not limited to the Performance, production methods, prices, purchasers, contacts and intellectual property rights) with the exception of the information and/or data of which the Contractor demonstrates that at the time of receipt by the Contractor were (i) in the public domain other than by the (direct or indirect) actions of the Contractor, (ii) already in the possession of the Contractor before the Contractor was invited to make an offer to Innclose, (iii) released due to a statutory obligation or pursuant to a court decision which has become final.

2. Offers and the coming into existence of Agreements

- 2.1 Requests for an offer are not binding on Innclose and are to be viewed as an invitation to submit an offer by the Contractor.
- 2.2 The offer of the Contractor remains valid for a period of 3 months calculated from the date of the offer. The costs associated with submitting the offer are for the account of the Contractor.
- 2.3 If the Contractor has not yet commenced the performance the agreement, Innclose is entitled to cancel the Agreement without having to pay compensation to the Contractor other than the payment of the reasonably incurred costs of the Contractor made up until that time.
- 2.4 If the Contractor makes a start with the work for the benefit of Innclose without an Agreement having been formed, it shall do so at its own risk and expense.

3. Amendments and additions

- 3.1 Derogations from, or additions to, any provision in an Agreement and/or the Purchase Conditions only apply if these have been confirmed by Innclose in writing. The amendment or addition only applies to the relevant Agreement.
- 3.2 Innclose is entitled to demand contract variations. There can only be contract variations insofar Innclose has issued written instructions to this end to the Contractor. In the event of contract reductions, the price for the Performance shall be reduced on a pro rata basis. In the event of contract extras, there will be an agreement in advance on the costs associated with this.
4. Materials, parts, drawings etc made available by Innclose
- 4.1 Materials, parts, drawings, documentation etc, made available to the Contractor by Innclose remain the property of Innclose and must, at any moment so required by Innclose, but in any event at the termination of the Agreement, be returned to Innclose.
- 4.2 Until the items referred to in article 4.1 have been returned to Innclose, these items are for the risk of the Contractor and the Contractor shall insure these items, at its own expense, in favour of Innclose under the normal conditions against all loss resulting from the complete or partial loss, or damage to, these items.
- 4.3 Any other costs relating to the items made available by Innclose (including transport, storage and installation) are for the account of the Contractor.
- 4.4 On receipt of the items referred to in this article, the Contractor must check whether these correspond with the specifications.

5. Price

- The agreed price is fixed for the duration of the Agreement and is inclusive of VAT and includes all the costs relating to the performance of the obligations of the Contractor, including:
- Standard packaging;
 - Transport, import duties and other levies;
 - Any possible licences and user rights;
 - Assembly, installation and instructions;
 - Any possible travel and accommodation expenses;
 - Carriage paid.

6. Payment

- 6.1 After the complete and correct performance of the Agreement, Innclose shall pay the sum invoiced in that respect within 60 days of the invoice date. Any possible statutory interest to be paid by Innclose is the statutory interest referred to in article 6:120(1) of the Dutch Civil Code.
- 6.2 Innclose is entitled, after it has notified the Contractor of this, to make payments to third parties on behalf of the Contractor, to subcontractors and suppliers engaged by the Contractor for the performance of the Agreement for example, if the progress of the work would be endangered due to the absence of such payments. These payments go to reduce what Innclose must pay to the Contractor by reason of the Agreement.
- 6.3 Payment by Innclose does not in any way constitute the surrender of any right

7. Quality and characteristics of the Performance

The Performance shall:

- as regards quality, quantity, measurements and description correspond with that stated in the Agreement;
- be totally suitable for the purpose it is intended;
- be free of all charges and restrictions and claims of third parties, including restrictions arising from intellectual property rights of the Contractor or third parties, with the exception of charges, restrictions and claims which Innclose has expressly accepted in writing;
- contain parts which shall remain available for a period of 10 years after delivery;
- consist of new materials to be delivered by competent personnel;
- be constructed in accordance with the latest state of the art techniques;
- be accompanied by the necessary instructions to Innclose and/or its personnel, so that Innclose and/or its personnel are able to make use of the Performance independently;
- have all the required licences for its use;
- contain all applicable certificates, data sheets, assembly instructions, maintenance and operating instructions, drawings and other documents;
- as regards the design, composition and the quality, as well as the manner and the place of delivery, satisfy, in all aspects, the applicable statutory requirements and regulations in that respect.

8. Inspections, checks, tests

- 8.1 Innclose is at all times entitled to inspect, check or test the Performance in the interim or to have this done. The Contractor shall, within reasonable limits, offer the necessary assistance and facilities for this. The costs associated with this are, with the exception of Innclose's personnel costs, for the account of the Contractor.
- 8.2 If the inspection cannot be carried out or if due to the action of the Contractor has to be done again, all reasonable resulting costs are for the Contractor, including the personnel costs of Innclose then to be incurred.
- 8.3 In the event of a rejection of the Performance, Innclose shall notify the Contractor of this without delay stating reasons. The Contractor shall then be obliged, within a term set by Innclose and at its own expense, to improve or replace that which has been rejected.
- 8.4 Interim inspections, checks etc. or the absence of such do not constitute acceptance by Innclose.

9. Storage for the benefit of Innclose

If the Performance is ready for delivery but Innclose is reasonably not able to take receipt of such at the agreed time, the Contractor shall keep possession of the Performance, secure and insure it, and shall in addition take all reasonable measures to prevent any deterioration in quality until they have been delivered. In such case Innclose shall be obliged to pay its Contractor a reasonable payment for any costs incurred by it to this end.

10. Transfer of ownership and risk

- 10.1 The Performance, or parts thereof such as materials, becomes the property of Innclose at the moment of acceptance by Innclose as referred to in article 12.1. However, until the moment of acceptance by Innclose, the Performance remains at the risk of the Contractor.
- 10.2 Contrary to the provisions of article 10.1, Innclose acquires, in the case referred to in article 9, the ownership of the Performance the moment these are stored for the benefit of Innclose.
- 10.3 If contrary to the provisions in article 6, full or partial advance payment has been agreed, Innclose acquires pursuant to the advance payment made, without another act of transfer being required to this end, the ownership of all materials, raw materials and semi-finished products which the Contractor uses to carry out the Agreement or which are destined for such, to the value of the sum of the advance payment. The Contractor is obliged to keep the materials, raw materials and/or semi-finished products for the benefit of Innclose free from encumbrances and rights as well as store them separately for the benefit of Innclose.
- 10.4 The provisions of the last sentence of article 10.1 remains in full effect after a transfer of ownership in accordance with article 10.3.

11. Delivery of the Performance

- 11.1 The Contractor shall deliver its Performance in full, carriage paid (Delivery Duty Paid Incoterms latest version), at a place designated by Innclose.
- 11.2 The Contractor is responsible for the proper packaging, for security, and for the proper transport in accordance with all applicable regulations. Partial deliveries are not permitted.
- 11.3 The delivery date and the delivery period are final deadlines to which the Contractor must strictly adhere. The mere exceeding of the delivery period results in the Contractor being in default
- 11.4 The Contractor shall immediately notify Innclose of any imminent delay.

12. Acceptance

- 12.1 The delivered Performance is accepted if it, on the face of it, corresponds with the description in the Agreement. If at delivery it appears that the Performance is wholly or in part not in accordance with the Agreement, Innclose shall issue the Contractor with a written notice of rejection as soon as possible and the Performance is not accepted.
- 12.2 If the Performance is subjected to a final inspection, final check, final trial and/or final test, the provisions of article 8 apply with the exception of paragraph 4.
- 12.3 If and insofar the Performance has to have certain characteristics which can only be determined after erection, assembly or after it has been built-in for example, clause 2 of this article shall be applied as after as the Performance or the object, for which the Performance is meant, is ready.
- 12.4 If and insofar the co-delivery of certificates, assembly instructions, maintenance and operating instructions, drawings or other documents has been agreed, or it has been agreed to provide training and instruction, they are part of the delivery and acceptance are deemed not have taken place before the delivery of these documents or the provision of the training or instruction has taken place.

- 12.5 The Contractor grants Innclose the right to also use the Performance before its acceptance.
- 12.6 Acceptance does not impede any later reliance by Innclose on the non-observance by the Contractor of its obligations.
- 12.7 Until the time of acceptance, the Performance remains at the expense and risk of the Contractor.
- 13. Guarantee obligation**
- 13.1 The Contractor guarantees that the Performance complies in all aspects with that set out in article 7 and that it has the characteristics which Innclose could expect on the basis of the Agreement.
- 13.2 Subject to the provisions of article 14, the Contractor shall, if after acceptance of the Performance Innclose notifies the Contractor in writing within the agreed guarantee period of any defect in the Performance, replace or rectify the Performance as soon as possible, such to the discretion of Innclose in order to remove the defect for the account of the Contractor.
- 13.3 In the event of a defect, Innclose is entitled to return the relevant Performance or parts thereof to the Contractor at its expense and risk.
- 13.4 If the Contractor remains in default of its replacement or rectification obligation, Innclose is entitled, without any further demands being required, to carry out the replacement or repair at the expense of the Contractor or to have this done.
- 13.5 The agreed guarantee period for a replaced or rectified Performance commences the moment this Performance is accepted by Innclose.
- 13.6 If the Performance is destined to be made into other items by Innclose, the guarantee period shall only commence after those items have been taken into use.
- 13.7 If the Agreement does not include a guarantee period, a guarantee period of 5 years from acceptance of the delivery as referred to in article 12 applies.
- 14. Liability of the Contractor**
- 14.1 The Contractor shall fully compensate any direct or indirect loss (including but not limited to, trading loss, environmental damage, damage to materials, personal injury, judicial and extra-judicial collection costs) as suffered by Innclose or third parties as a result of, or in connection with, the performance of the Agreement (including persons hired in by Innclose or persons which are charged with the performance of the Agreement on behalf of Innclose), irrespective whether such loss has been caused by the Contractor itself, its personnel or other persons engaged by the Contractor in the performance of the Agreement.
- 14.2 The Contractor shall indemnify Innclose against all claims which these third parties bring against Innclose in respect of the Agreement.
- 14.3 If a defect in the Performance justifies a recall action, such on the basis of the statutory regulations in that respect or in the reasonable opinion of the Contractor or Innclose, the Contractor shall see to this immediately, shall bear the costs of such and shall indemnify Innclose against claims by third parties in this respect.
- 15. Liability and indemnity Innclose**
- 15.1 Subject to a wilful act or wilful recklessness by Innclose or its managerial personnel, Innclose is not liable for any loss suffered by the Contractor, its personnel or other person engaged by the Contractor in the performance of the Agreement (including, but not limited to, destruction and loss of property).
- 15.2 The provisions of article 15.1 also apply as a restriction of the liability in respect of any prejudiced personnel of the Contractor and other prejudiced persons engaged by the Contractor in the performance of the Agreement. The Contractor shall indemnify Innclose against any claims which such parties bring against Innclose in respect of the performance of the Agreement.
- 16. Suspension**
- 16.1 Innclose is at all times entitled to suspend the Performance to be delivered by the Contractor wholly or in part in the sense that the Contractor will be obliged to suspend the delivery and/or interrupt the work for a period to be determined by Innclose. The Contractor is obliged to limit the loss resulting from this suspension as much as possible by taking suitable measures.
- 16.2 The provisions the Contractor must make as a result of the suspension will be offset with the Contractor as a contract variation, to which article 3.2 applies, unless the suspension has been ordered by reasons of incorrect acts by the Contractor.
- 17. Force majeure**
- 17.1 Force majeure (a non-attributable failure) on the part of the Contractors does, in any case, not include a lack of personnel, strikes or sickness of personnel, delays in distribution, failures in the performance by third parties engaged by the Contractor and/or liquidity or solvency problems on the part of the Contractor.
- 17.2 If the force majeure situation has continued for 1 month, each party is entitled to terminate the Agreement wholly or in part by means of a registered letter to the other party. If the Agreement is terminated due to force majeure on the part of the Contractor, the Contractor shall compensate Innclose for the loss it suffers as a result of the termination and for the costs Innclose has incurred up to the time of the termination of the Agreement.
- 17.3 The Contractor and Innclose shall notify each other as soon as possible of a (possible) force majeure situation.
- 18. Exercising rights of suspension, termination and/or power of annulment by Innclose**
- If, on the basis of the information available to it at the time, Innclose is of the reasonable opinion that it is able to exercise a right of suspension, termination or power of annulment in a legally valid manner, the Contractor shall not be able to claim any form of compensation, in any case not any statutory interest, if should it later be established that Innclose did not exercise the relevant rights in a legally valid manner.
- 19. Transfer of rights and obligations**
- 19.1 The Contractor shall not transfer rights and/or obligations arising from the Agreement or any part thereof to a third party without the written consent of Innclose.
- 19.2 The possible consent as referred to in article 19.1 shall not release the Contractor from any obligation by reason of the Agreement. The Contractor is responsible for the contribution of third parties as if it concerned its own Performance.
- 20. Intellectual property**
- 20.1 The Contractor grants Innclose a non-exclusive licence in respect of all its intellectual property rights to the Performance, including, but not limited to, rights in respect of patents, copyrights, (un)registered utility models, trademarks and know-how. Pursuant to this licence Innclose has the right to use the Performance or to have it used (which includes the right to change, process, treat and repair it or to have this done) and Innclose is entitled to deliver the Performance or grant its use, whether or not as constituent part of a different performance to third parties. The fee for this licence is included in the price. If further (legal) acts are necessary for the creation and/or the effecting of these (licence) rights, the Contractor shall notify Innclose of this in due time and shall always grant Innclose all the necessary cooperation at its own expense and risk.
- 20.2 The Contractor indemnifies Innclose against the financial consequences of claims by third parties due to any breaches of their intellectual property rights, including but not limited to rights in respect of patents, copyrights, (un)registered utility models, trademarks and know-how.
- 20.3 If and insofar a specific Performance is developed for the benefit of Innclose, any intellectual property rights to this Performance are vested in Innclose and shall, insofar these are (will be) vested in the Contractor, by signing the Agreement now and henceforth, be transferred to Innclose, which transfer is herewith accepted by Innclose. Insofar a further legal act is required for the transfer of such rights, the Contractor shall always render all the necessary cooperation for this at its own expense and risk.
- 20.4 The Contractor hereby waives towards Innclose any possible moral rights to the Performance as delivered by it that are vested in it to the extent the applicable regulations permits such waiver.
- 20.5 In the event of a breach of the intellectual property rights of third parties or a threat of such, the Contractor shall, at its own expense and risk, ensure that Innclose as yet acquires the rights required to have the Performance delivered or use to it, or to adjust the Performance in such a way that (i) there is no (longer) a breach of the intellectual property rights of third parties and (ii) the possibilities for the use and the purpose of the Performance is not impaired. The Contractor is obliged, at its own expense and risk, to take such measures that can contribute to the prevention of stagnation at Innclose and to limit the extra costs to be incurred and/or loss to be suffered by Innclose.
- 21. Confidentiality**
- 21.1 The Contractor shall keep the Confidential Information confidential during and after the termination of the Agreement and shall not disclose it to third parties without the written consent of Innclose.
- 21.2 The Contractor undertakes not to exploit the Confidential Information in any other way, neither in changed or unchanged form, or to apply it for any other purpose than is required in the context of the performance of the Agreement.
- 21.3 The Contractor shall undertake all that is necessary to protect the Confidential Information against any use or any disclosure which is not permitted pursuant to the Agreement and accordingly comply strictly and faithfully with the reasonably issued instructions of Innclose.
- 21.4 The Contractor undertakes towards Innclose to impose the obligations as set out in the preceding paragraphs of this article on those (including employees of the Contractor) who are charged with the performance of the Agreement on behalf of the Contractor and guarantees towards Innclose that these person(s) shall perform these obligations.
- 21.5 In the event of a breach of the preceding paragraphs of this article, the Contractor forfeits an immediately due and payable penalty of EUR 100,000 per occurrence. Innclose reserves the right to claim (additional) compensation in addition to the penalty.
- 21.6 After the complete performance of the Agreement, the contents of this article continue to apply in full until such time Innclose discharges the Contractor from the duty of confidentiality in writing. After the complete performance of the Agreement the Contractor shall immediately cease any use of the Confidential Information and return these - insofar as possible - to Innclose or immediately destroy it, such to the discretion of Innclose.
- 22. Personnel and third parties**
- If the Performance consists in the rendering of services and/or the carrying out of work it applies that:
- the Contractor is obliged to instruct third parties and/or employees engaged by it to observe the working hours and rules of conduct in operation at Innclose,
 - the Contractor shall, on reasoned demand by Innclose to this end, replace the deployed employees or third parties,
 - in the event of the temporary or permanent absence of employees or third parties deployed by the Contractor, the Contractor is obliged to make replacement persons available as soon as possible who, as regards expertise, level of education and experience, are at least equal to the original deployed persons,
 - if it concerns the performance of services which are pre-eminently dependent on the qualities of the deployed employee or third party, this employee or third party shall first be introduced to Innclose for approval.
- 23. Payment of social insurance contribution and tax**
- 23.1 The Contractor guarantees that it shall comply with the statutory obligations in respect of the payment of social insurance contributions and income tax for third parties and/or employees it deploys.
- 23.2 The Contractor indemnifies Innclose against any claim by the relevant social security administration agency and/or tax authorities in respect of the contributions and tax due for the relevant employees and/or third parties.
- 24. Insurances**
- The Contractor is obliged, as regards its liability in the widest sense of the word (including but not limited to professional indemnity, product liability, statutory (including no-fault liability), at its own expense, towards Innclose and towards third parties, adequately insure itself and keep itself insured.
- 25. Choice of law and competent court**
- 25.1 Dutch law applies to these Purchase Conditions and the Agreement.
- 25.2 The applicability of the Vienna Sales Convention is excluded.
- 25.3 Any dispute between the parties shall, insofar not prescribed as mandatory pursuant to the law, be subject to the ruling of the competent court of Arnhem, taking into account that Innclose is entitled to bring claims against the Contractor, whether or not simultaneously, before different courts of justice which on the basis of national or international rules of law, are competent to hear such claims.