

General Purchase Terms and Conditions

Installation Companies Uneto – Vni 1.0

Quality

- 1 The supplier guarantees that the delivered products comply with the agreement. The products shall in any case not comply with the agreement if they do not have the following features:
 - be in accordance with the stipulated features, specifications, standards, conditions, drawings, samples;
 - be free from material, manufacturing and design errors;
 - have the promised features;
 - comply with the (environmental) requirements imposed by or pursuant to the law;
 - be manufactured of sound and new material;
 - have been manufactured such that they can be fitted and installed safely and properly;
 - be accompanied by data that are required for a correct and safe use (including maintenance) and that have been placed on the product clearly and in the Dutch language or, where this is impossible, on a thereto pertaining instruction;
 - be provided with an indication of the manufacturer or of the party who markets the product, whether or not in the Netherlands, and which has been placed on the product clearly and in the Dutch language or, where this is impossible, on the packing thereof;
 - be accompanied by packing lists, drawings, quality and warranty certificates and the like;
 - be provided with type, serial and possible device number placed thereon or, where this is impossible, on the packing thereof.
- 2 The buyer can no longer rely on non-compliance of the products with the agreement if the buyer did not inform the supplier accordingly within four weeks after the buyer has discovered the same. However, if the buyer inspects or checks the products, the notification of shortcomings that the buyer should within reason have discovered must take place within four weeks after the inspection or check has been completed.

Inspection and check

- 3 The buyer shall have the opportunity to inspect the products. If there is no inspection on the supplier's premises, an inspection of the products on, among other things, damages, dimensions and quantities by the buyer can take place after delivery.
- 4 If it has been stipulated that the buyer shall check the products on the supplier's premises prior to delivery:
 - a. the supplier shall render the products ready for inspection at such time that they can be checked in consideration of the provisions set forth under b prior to the expiry of the delivery deadline and the supplier shall communicate this time to the buyer in writing;
 - b. the buyer shall, subject to lapse of his authority to perform an inspection at the supplier, start the inspection within two weeks after receipt of the notification intended above under a or, if this is later, within two weeks after the goods have been

- made available for inspection and shall complete the inspection within two weeks;
- c. the supplier shall, without costs on the part of the buyer, if so desired, render a suitable location and reasonable personnel and material assistance at the disposal of the buyer;
 - d. the buyer can, if the same rejects the products, without all other rights or claims, demand that the supplier shall at once present the failing or the repaired or replaced products for inspection.
- 5 If the supplier fails to comply with an act with which the supplier needs to cooperate in an inspection or a test, the costs resulting therefrom shall be at the expense of the same. If the products are rejected in pursuance of article 4 under d, the associated costs shall be borne by the supplier.
 - 6 If the buyer rejects the products after delivery or does not accept the same during an inspection, the supplier shall collect the products at the buyer at its own expense within two weeks after the buyer has communicated the same. If the supplier fails to comply with this obligation the buyer has the right, without prejudice to all other rights or claims, to have the products returned at the expense of the supplier.

Delivery conditions

- 7 The "Incoterms", issued by the International Chamber of Commerce, applicable at the time of the conclusion of the agreement are applicable to the interpretation of the delivery conditions.
- 8 Delivery takes place "delivery duty paid" (DDP) at the stipulated delivery location, promptly at the stipulated time or within the stipulated period. If products that comply with the agreement have not been delivered within the stipulated period at the stipulated location the supplier shall be in default without any notice of default being required.
- 9 The supplier:
 - bears all the risks of loss of or damage to the products up to the moment that they are delivered, in accordance with the provisions set forth in the previous section;
 - makes, at its own expense and risk, an arrangement for the transport of the products to the delivery location and shall in this context provide for an adequate insurance;
 - must timely inform the buyer in advance about the shipment of the products as well as give any other notice required by the buyer to impose the measures that are usually required to take receipt of the products;
 - must at its own expense and risk provide the buyer with the common transport documents which the buyer requires to take receipt of the products;
 - provides, at its own expense, for the packing that is required for the delivery of the products. The packing must be provided with the thereto designated markings and must be taken back at the request of the buyer.

10 Return shipments of deposit packing take place at the expense and risk of the supplier to a destination indicated by the same.

Transfer of title

11 The title of the products transfers to the buyer at the time of delivery, unless the parties stipulated otherwise in writing.

Changes

12 With regard to the products to be delivered the buyer is authorised to desire that the scope and/or the capacity is changed and that modifications are implemented in the drawings, models, instructions, specification and the like.

13 If the change, at the discretion of the supplier, has consequences for the stipulated fixed price, delivery time and quality, the supplier shall, prior to complying with the change, inform the buyer in writing as soon as possible, but within no more than 8 days after the notification of the desired change.

14 If these consequences are, at the discretion of the buyer, unreasonable compared to the nature of the change, the buyer shall be authorised to terminate the agreement either in whole or in part by means of a written notice, unless this would be unreasonable with regard to the circumstances. Termination in pursuance of this article shall not entitle any of the parties to receive compensation for any damages whatsoever.

Termination

15 Without prejudice to all other rights or claims the buyer can terminate the agreement either in whole or in part by means of a written notice if:

- the supplier fails to comply with an obligation by virtue of the agreement;
- the supplier's compliance with a demandable obligation becomes temporarily or permanently impossible by virtue of the agreement;
- the supplier is declared bankrupt / insolvent or, whether or not temporary, suspension of payment is granted to the same or if a corresponding petition or request is filed;
- any benefit has been or is offered or provided by the supplier or any of its subordinates to a person who is part of the company of the buyer or to one of its subordinates or representatives.

16 If the agreement is terminated in pursuance of the provisions set forth in the previous article, the supplier shall repay the payments already effectuated to the same to the buyer plus the legal interest rate over the paid amount as from the day when the same was paid. If the agreement is partly dissolved the payment obligations shall only exist to the extent that the payments are related to the dissolved part.

17 Without prejudice to the provisions set forth in article 12, the buyer can also suspend the implementation of the agreement either in whole or in part or dissolve the agreement either in whole or in part beyond the instances laid down in the law or in article 15, provided the buyer compensates the supplier for the damages consequently incurred by the supplier.

Confidentiality

18 The supplier guarantees to abide by confidentiality vis-à-vis third parties with regard to all business information originating from the buyer which has come or was brought to its knowledge in any way whatsoever.

Intellectual property rights

19 Any intellectual property rights with regard to products especially developed for the buyer as well as software are owned by the buyer or shall be transferred to the buyer.

20 With regard to products not especially developed for the buyer as well as software the supplier grants the buyer a licence for the use of the intended products.

21 To the extent that the transfer of the rights intended in the preceding two articles requires a special deed, the supplier hereby already declares to cooperate in the same.

22 The supplier guarantees that intellectual property rights of third parties are not infringed as a result of the use – including the resale – of the delivered products. The supplier indemnifies the buyer and its customer / client against claims of third parties in connection therewith.

Prices

23 The price comprises all the costs that are incurred in connection with the products up to and including the delivery. The price excludes sales tax and is a fixed price.

Invoicing

24 The supplier shall not invoice the payable amount prior to the day of delivery of the products. Invoices shall correspond with the order and quantity of delivered products and shall be submitted in duplicate. The invoice shall in any case mention the following: the number and the date of the order or the agreement, the delivery address, the net price, type, serial and device number and a specification per order.

Payment

25 Payment takes place at the time and in the manner stipulated by and between the parties. If the parties have not stipulated anything in connection therewith, payment shall take place no later than thirty days after the invoicing, provided approval of the delivery and receipt of all thereto pertaining documentation, drawings, quality and warranty certificates, the control instructions – in so far as stipulated – have been carried out and the invoice complies with the requirements of the previous article. Payment shall by no means imply a waiver of any right. If the buyer rejects the products after payment in pursuance of article 4 under d the supplier shall, after having received a corresponding written notification, repay the payments made to the supplier to the buyer within two weeks, plus the legal interest rate over the paid amount as from the day when it was paid.

Settlement

26 The buyer shall at all times be authorised to set off amounts payable to the supplier against all that which the buyer has or shall at any time have to claim from the supplier.

Compliance

27 If the delivered goods do not comply with the agreement the buyer can insist that the supplier delivers the missing part or replaces or repairs the products. The associated costs shall be borne by the supplier.

28 If the supplier does not, after having been given written notice of default by the buyer, comply with a requirement within the meaning of the previous article within a reasonable period specified in the notice of default, the buyer may, without judicial intervention, have the delivery, the repair or the replacement carried out by a third party and recover the costs thereof from the supplier.

29 The previous two articles shall not affect the other rights or claims which the buyer can derive from a failure to comply.

Warranty

30 If a warranty period has been stipulated the buyer can exercise the rights he can derive from a failure to comply, as soon as he is of the opinion that the products do not comply with the agreement. The buyer shall not be entitled to do so if the supplier demonstrates that the products comply with the agreement.

31 The buyer can rely on the previous article regardless of the moment when the buyer discovered the failure to comply or should within reason have discovered the same, provided this moment falls within the warranty period.

32 If the buyer relies on article 30 the costs resulting therefrom shall be at the expense of the supplier.

33 The previous three articles shall not affect the rights or claims which the buyer can derive from a failure to comply during as well as after the expiry of the warranty period.

Liability and penalty

34 The supplier indemnifies the buyer against claims that third parties may make for damages resulting from failures in the delivered products, including safety defects within the meaning of the product liability legislation respectively as a result of actions or omissions of the supplier or its subordinates.

35 If products that comply with the agreement have not been delivered at the stipulated location within the stipulated deadline, the supplier forfeits a penalty that is immediately claimable by the buyer of 0.1% of the price of the relevant products, plus the turnover tax for each day that the failure continues, up to a maximum of 10%. If the delivery has become permanently impossible the penalty shall immediately fall due in its entirety.

36 The buyer is entitled to the penalty without prejudice to all other rights or claims, also including:

- a. its right to claim compliance with the obligation to deliver products that comply with the agreement;
 - b. its right to claim compensation to the extent that the damages exceed the amount of the penalty.
- 37 The penalty is set off against the payments payable by the buyer, regardless of the fact as to whether the claim for payment has transferred to a third party.

Closing provision

38 Dutch law is exclusively applicable to the agreement and all agreements originating therefrom.

39 Contrary to the statutory provisions concerning the jurisdiction of the Civil Court each and every dispute between the buyer and the supplier shall, if the District Court is competent to take cognisance thereof, be settled by the Court in the district where the buyer holds its registered office. However, the buyer shall remain authorised to summon the supplier to appear before the Court competent pursuant to the law or the applicable international convention.

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