

1. Applicable conditions. These General Conditions of Purchase apply to all requests, orders and agreements concerning the supply of goods to and the rendering of additional services (hereinafter referred to as "deliveries") for the benefit of Matco International Waalwijk B.V. and Matco International Deventer B.V. and its subsidiaries (hereinafter referred to as MATCO). Any deviations from or additions to these General Conditions of Purchase require MATCO's express written consent. This document is a translation. In the event of any dispute to the interpretation of any of these conditions, the official Dutch language version shall prevail.

2. Order and order confirmation. MATCO reserves the right to revoke any order placed or made if the supplier neglects to confirm receipt thereof within one week in writing by means of an order confirmation. If the order confirmation differs from the original order placed, MATCO shall only be legally bound after it has agreed explicitly in writing to be in agreement with the deviation. The acceptance of deliveries or supplies by MATCO as well as payments made in this regard shall not imply acknowledgement of any deviations. Any documentation and samples received with the quotation shall not be returned by MATCO.

3. Offer. Each of the supplier's offers is irrevocable and based on implementation of the agreement by the supplier, under normal circumstances and during normal working hours. Suppliers are not authorized to offer or provide (spare) parts and service to clients of MATCO.

4. Price. The prices quoted by the supplier are in Euros, excluding VAT and other sales charges but include all other costs; costs of training and the orientation of personnel, travel and subsistence expenses, fees, shipping and the cost of packaging and removal thereof. Furthermore, prices are based on delivery DDP in accordance with the latest Incoterms applicable at the time of offering except as otherwise provided in these Terms and Conditions. Invoices shall be submitted bearing the number of the order, as per the order placed, and itemized stating the item numbers. MATCO will be entitled to suspend payment for as long as these details remain outstanding. Duplicates of an invoice shall be identified as such.

5. Intellectual property. The details indicated in descriptions, illustrations, drawings, emails, faxes, size- and weight specifications and other documents are compulsory and are explicitly included in the order confirmation. All writing, drawings, models, equipment, specifications and other documentation provided by the supplier are property of MATCO unless both parties agreed otherwise in writing. Upon termination or expiration of the agreement, all documents provided must contain necessary characteristics and should be handed over to MATCO unless agreed otherwise. Any intellectual property in regards to drawings, models, equipment, specifications and other documentation remain in hands of MATCO as well. When the intellectual property is not legally in MATCO's possession, the supplier shall fully cooperate upon first request, including signing transfer documents which are necessary to transfer these rights.

6. Delivery. Delivery shall take place "Delivery Duty Paid" (DDP), in accordance with the latest Incoterms applicable at the time of ordering, without prejudice to the provisions contained in these General Conditions of Purchase. Ordered items should be delivered to the designated destination; MATCO's business address will serve as the delivery destination, when no delivery destination has been specified in the order. Supplier is obliged to ensure proper packaging in accordance with all applicable regulations as well as security and proper transportation. Partial deliveries are only permitted when explicitly stated in the order. For each shipment specified documents must be present with MATCO's order number. The order number and any by MATCO specified markings must be sufficiently clear and visible on the packaging. The delivery is entirely at risk of the supplier, even when MATCO's personnel is used for delivery operations (except in the event of intent or gross negligence of MATCO or its managerial staff).

7. Timely delivery. The delivery date(s) or delivery period(s) of the agreement are compulsory and shall apply to the entire delivery, including the relevant drawings or other documents pertaining thereto. Should circumstances arise whereby the agreed delivery date-, dates or period is expected to be exceeded, the supplier shall inform MATCO hereof without delay. Supplier is in default when he does not meet the agreed delivery dates. The agreed penalty for this case does not affect any obligation of full compensation by the supplier. The execution period shall begin on the date the order is accepted by the supplier, or – if this is later – the date on which the supplier has access to vital information, models, materials or resources. In case of a unilateral excess of an agreed term, the supplier must immediately refund any advance payments or guarantee payments to MATCO. Supplier is not entitled to deduct these amounts with accruing or asserted claims against MATCO. Furthermore all agreed personal or collateral securities will be canceled by operation of law.

8. Penalty. If the supplier fails to meet the agreement, MATCO is entitled to impose a penalty of 1 % of the price of the delivery without prior notice of default to the supplier, for each calendar week or part thereof exceeded, up to a maximum of 10% and this shall be claimable on the date the penalty is imposed. Imposition, recovery or settlement of this penalty shall not affect MATCO's right to performance compensation and termination of the agreement. If MATCO cannot deliver to the client, due to actions of the supplier, possible penalty clauses will be charged at the suppliers account.

9. Delivery suspends. MATCO is entitled to suspend delivery of products and/or services for a period of 60 (sixty) calendar days, unless postponement is, given all circumstances, manifested unreasonable. If MATCO wants to use this right, supplier shall store the products exclusively at his own expense, insurance and risk, at a suitable place and take appropriate actions to prevent quality deterioration.

10. Quality and condition of the delivery. The supplier guarantees that the delivery:

- Is of good quality, free from defects and in the case of services rendered, they are performed by skilled personnel and that new materials are used;
- Corresponds exactly with the provisions of the agreement, the specifications listed and the reasonable expectations of MATCO regarding the characteristics, quality and reliability of the delivery;
- Is suitable for the purpose for which it is intended by its very nature or which is evident from the order;
- Complies with legal requirements applicable in the Netherlands and other (international) Government regulations;
- Conforms the common norms and standards of the branch or industry to which the product(s) or service(s) belong;
- Delivered goods or parts by supplier can be delivered after 10 years after delivery of the delivered goods;
- The supplier shall actively ensure that his products, packaging and raw and ancillary materials have as little environmental impact as possible. Work which may have a negative impact on the environment, for example emissions into the air, water or soil, must be explicitly stipulated beforehand;
- The supplier shall bear the costs related to, and obtain the necessary permission, permits or licenses in good time required for carrying out of the agreement and for complying with the conditions stipulated therein.

11. Inspection. MATCO has the right to have the delivery checked or audited on site at the supplier by the proper official, who was appointed for that specific task. The supplier is obliged to fully cooperate with the person appointed for this task. No rights can be claimed from the results of this process beforehand. MATCO has the right to inspect the delivery at the agreed delivery location prior to accepting it. If the order is rejected, the supplier shall be informed accordingly and MATCO will be entitled to a replacement, repair or may proceed to terminate or annul the agreement. All costs related to inspections and re-inspections shall be conveyed by the supplier, except the costs for inspection staff appointed by MATCO.

12. Bankruptcy, suspension of payment and so on. In case the supplier does not fulfill the agreement in terms of time or adequacy as a result of a bankruptcy petition, bankruptcy, liquidation of the company or because suspension of payment has been requested or obtained, MATCO is entitled unilaterally to terminate the agreement by means of registered letter, without any further notice of default or legal interventions or without being bound to make any compensation and without prejudice to all further rights to which it is entitled.

13. Packaging and dispatch. The supplier shall package the deliveries as economically, safely and carefully as possible and in such a manner that the shipment can be handled during transportation and offloading. The supplier shall ensure that the delivery arrives at the destination in good order. Shipments on pallets shall preferably take place on European sized pallets, the so called euro pallets. Neutral packaging materials without printing are to be used as far as possible to encourage reuse of packaging materials. Packaging materials shall be suitable for reuse or recycling. Special packaging that has to be returned to the supplier shall be marked as such. The packaging, shipping, storage and processing of the delivery must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. Packaging must be suitable for reuse or recycling but must be closed with recognizable tape from the sender. If safety information sheets exist for a delivery or the packaging, the supplier must always supply these sheets direct (at the same time). The supplier shall mark the shipment with the MATCO order reference number and the number of packages, as well as with the correct NAW details of the delivery address. The outside of the package shall have a packing list attached with the contents of the shipment listed. MATCO may reject deliveries that do not comply with these requirements.

14. Payment. Unless otherwise agreed, MATCO shall make payment within 90 days after acceptance of the delivery and after having been correctly invoiced.

15. Contract variations; increase or decrease of the scope of supply. The supplier is obliged to execute the order according specifications and conform the conditions of good craftsmanship. MATCO is entitled to amend the scope of supply, before and also during the completion of the order, as well as to demand additional delivery or expansion of the order after completion of the order. The supplier therefore consents with, beforehand, executing the modified order and/or delivering the products and/or services, given the same conditions. In case the supplier is able to execute the order with less resources and/or materials, there is a reduction of actual work that is eligible for a discount on the order amount. If, on the other hand, the supplier is demonstrably forced to use more of its resources and/or materials to complete the order as a result of modifications to the order specification by MATCO, there is an increase in actual work that is eligible for an allowance, receivable by the supplier. An excess in the resources used or the materials used that could have been foreseen, is not regarded as an increase in actual work and shall therefore not be eligible for any allowance. If the supplier has the presumption to be entitled for an allowance for an increase of work, the supplier shall not executing this excess of work until a quotation, for the size and costs of this excess, has been send to, and accepted by MATCO. The supplier shall not start any execution of any kind of work related to this excess until MATCO its purchase department explicitly approves in writing. In case of a, regarded as such by MATCO, reduction or an increase in work, both parties shall attempt to agree on a new date at which the delivery will take place. If no such an agreement can be made, this will be regarded as a dispute. Whilst a decision is made, the supplier shall execute the order conforming the modified order specification, if MATCO desires so.

16. Liability. The supplier shall be liable for all damages suffered by MATCO due to any failure attributable to the supplier to comply with the agreement or due to infringement of any other contractual or non-contractual obligation. Furthermore, the supplier shall be liable for any illegitimate act done by the supplier against MATCO. The supplier shall completely indemnify MATCO against claims by third parties for damages resulting from the circumstances mentioned above. The supplier shall in this respect fully insure and keep insured his liability under the law and/or agreement in respect of MATCO and furthermore shall insure and keep insured all risks in his business operations which can be insured on standard terms. The supplier shall upon MATCO' request immediately provide (a certified copy of) the policies and evidence of payment of the premium. The supplier hereby assigns to MATCO in advance all claims to payment of insurance proceeds, where these relate to damage for which the supplier is liable toward MATCO.

17. Transfer of ownership and risk. The shipment is at risk of the supplier until the delivery arrives at the agreed place and is unloaded. An authorized person at MATCO must accept the delivery in writing and the ownership of the delivery is at the time of delivery transferred to MATCO. Models, dies, jigs, drawings and so on, that are necessary for crafting or buying articles with the sole purpose of being used for order delivery, are considered to be made available to the supplier by MATCO, at the moment they will be delivered to the supplier or when they will be crafted by the supplier. In case MATCO supplies certain objects to the supplier for the purpose of delivery, these objects shall remain property of MATCO and the supplier shall be obligated to mark these objects as such when in the suppliers' possession and shall provide a declaration of ownership upon request by MATCO. Matters arising from association, blending, mixing or otherwise, shall become the property of MATCO at the time of their creation. The supplier shall be deemed to have formed the objects for MATCO and maintain these new objects as the property of MATCO and shall provide a declaration of ownership upon request by MATCO.

18. Termination. MATCO shall have the right to completely or partially terminate the agreement without further notice of default by means of written notice to that effect without prejudicing its other rights, in the event that:

- The supplier defaults on one or more of the obligations as contained in the agreement;
- The supplier is declared bankrupt, suspension of payment is requested, its business has been shut down or liquidated, a substantial part of its assets have been attached, or the business has been transferred to a third party;
- The delivery is rejected after inspection or re-inspection.

In the event of termination the risk of the items already delivered remains with the supplier. The supplier shall refund any payments made by MATCO in terms of the terminated agreement immediately. The items shall then be at the supplier's disposal and they are to be collected by the supplier.

19. Warranty. If, within the warranty period, the delivery is found to be non-compliant with the stipulations in these General Conditions of Purchase, the supplier shall, for its own account, replace, repair, or re-execute the delivery at MATCO' discretion when first requested to do so within two weeks, without prejudice to MATCO' other legal rights. If the supplier continues to default on its warranty obligations, MATCO has the right to proceed to replace, repair or re-execute the order at the supplier's expense, with or without help from third parties. MATCO shall notify the supplier of the exercise of this right in advance where possible. If the parties have not agreed a warranty period, the warranty period shall be 24 months after the date of delivery or supply. For goods which are intended to be incorporated in installations or systems the warranty period shall not start until the time the installations or systems are delivered, provided always that the warranty period ends no later than 30 months after the date of delivery of the goods. The warranty period shall be extended by the period during which the supply has not complied with article 7 of these Conditions. A warranty period as described above shall apply afresh to replaced, repaired or reexecuted parts of a delivery.

20. Subcontracting. The supplier is obligated to execute the order itself, unless agreed upon outsourcing, subcontracting or buying at third parties, with MATCO. It is allowed to subcontract any part of the obligations, but no subcontract shall retain supplier from any obligation or liability under this agreement.

21. Non-disclosure and information obligations. The supplier shall provide MATCO with all information pertaining to the delivery insofar as it could be of importance to MATCO. The supplier shall not reveal confidential information to its own employees not involved with the delivery or to third parties, unless MATCO has agreed to this in writing beforehand. Therefore the supplier shall also sign a confidentiality agreement. The supplier shall not be entitled to use MATCO name, pictures of MATCO machinery or MATCO' customer names in advertisements and other commercial publications without prior written permission from MATCO.

22. Settlement of disputes. Only Dutch law applies upon all legal relationships between MATCO and supplier, excluding the Vienna Convention. In the event of a dispute between MATCO and supplier, arising out or in connection with this General Conditions of Purchase or any other legal relation arising out of those conditions, firstly an attempt will be made to resolve this amicably. If no amicable solution can be reached, the dispute will be presented to a competent court at the place of registered office or business address of MATCO. This court has exclusive jurisdiction to handle any dispute that may arise between MATCO and supplier. MATCO is also entitled to obtain settlement by three arbitrators, in accordance with the Arbitration Rules of the Dutch Arbitration Institute (NAI), based in Rotterdam, The Netherlands. Place of arbitration will be Rotterdam, The Netherlands and the language of arbitration is Dutch or, if the supplier is located outside the Netherlands, English.

23. Confidentiality and information obligation. The supplier will provide MATCO with all information regarding the delivery for MATCO may be of interest. The supplier shall not provide any confidential information concerning the delivery to non-employees involved in the delivery, nor to third parties, unless MATCO has given its prior written permission for this. For this reason, the supplier will also sign a confidentiality agreement if MATCO therefore requests this in writing. Without prior written permission from TLS MATCO the supplier is not allowed to use the name MATCO, use photos from MATCO machines or use customer names from TLS | Use MATCO in advertisements and other commercial expressions.

24. Applicable law and competent court. On all legal relationships between MATCO and supplier are exclusively subject to Dutch law, with the exclusion of the Vienna Sales Convention. In case of a dispute between MATCO and the supplier arising from or in connection with the agreement or the General Conditions of Purchase or a legal relationship arising therefrom shall first be attempted to resolve this amicably. If no amicable solution can be reached, the dispute will go to the competent court of the place of registered office or office address of MATCO is presented. This is exclusively authorized to deal with all disputes that may arise between MATCO and the supplier arising from or in connection with the agreement as well as in connection with these General Conditions of Purchase, to take note. MATCO is also entitled to have the dispute settled by three arbitrators in accordance with the Arbitration Regulations of the Netherlands Arbitration Institute (NAI), established in Rotterdam, the Netherlands. The place of arbitration is Rotterdam, the Netherlands. Language of the arbitration is Dutch, or if supplier is located outside the Netherlands, English.