

GENERAL TERMS & CONDITIONS OF PURCHASING, Adex B.V.

1. Scope

1.1 These General Terms & Conditions of Purchasing apply to all requests for proposals, purchase orders and contracts with respect to delivery of goods and services and ancillary work to be performed (hereinafter referred to as "deliveries") by the supplier for Adex B.V., hereinafter referred to as "Adex".

1.2 Adex explicitly rejects the supplier's general terms & conditions.

1.3 Deviations from - or additions to - these terms & conditions require the explicit written agreement of Adex.

1.4 Written agreements made shall prevail over these General Terms & Conditions of Purchasing in the event of any disputes.

1.5 To the extent any provision of these General Terms & Conditions is declared null & void by a court and/or deemed null & void, that provision shall be deemed converted into a provision that, as far as possible with the same content and scope, is not null & void, and the remaining provisions of the General Terms & Conditions of Purchasing and/or the contract shall remain in force in full.

2. Intellectual property, licences

Supplier warrants that the goods or items it delivers to Adex do not infringe rights of third parties, to include intellectual property rights, and indemnifies Adex against all claims asserted against it on that basis. Supplier shall compensate Adex for all damages as the result of any infringement.

3. Delivery, packaging and shipment

3.1 Delivery takes place "Delivered Duty Paid" to Adex in Venlo in accordance with the version of the Incoterms valid at the moment of ordering and without prejudice to the provisions of these General terms & Conditions. All delivery dates are firm and the supplier shall be deemed in arrears immediately upon exceeding them. Partial deliveries are not permitted without the written permission of Adex.

3.2 The supplier shall pack the items to be delivered economically, safely and carefully in accordance with applicable law and regulations and such that the shipment can be handled during transport and unloading. The supplier shall ensure that the delivery reaches its destination in good condition.

3.3 Each delivery shall be provided with a proper packing note which in all cases shows the number of packaging units it consists of and what the content of each packaging unit is, including the description of the article, the quantity and the purchase order number of Adex.

3.4 Each packaging unit must be provided with a clear indication of the content, including the description of the article, the quantity and the purchase order number of Adex.

3.5 If and to the extent that delivery of measurement reports, certificates, attestations, assembly instructions, maintenance and operating instructions, drawings or other documents, or the giving of training and instruction, have been agreed, they shall form an element of the delivery and acceptance shall not be deemed to have taken place before they are delivered or given.

4. Inspection

4.1 Adex shall be entitled to have the delivery inspected or audited at the supplier by its appointed representatives before the moment of delivery. The supplier shall provide all assistance necessary for that purpose. The supplier can derive no rights from any inspection in advance. Adex shall be entitled, but not obliged, to inspect the shipment upon delivery to the agreed location. Until the moment of any approval, the items remain for the supplier's account and risk.

4.2 If Adex does not accept items delivered or work performed, the supplier shall be obliged within one week and at the discretion of Adex to:

- provide for repair free of charge; or
- provide for replacement free of charge of the items or perform the work still in accordance with contract; or

4.3 If the supplier fails to meet its obligations under article 4.2 to the satisfaction of Adex, Adex shall be entitled to carry out the repair itself for the account of the supplier or have it carried out by a third party. Adex shall be

entitled to recover the costs incurred from the supplier and to set off against the supplier's invoice.

4.4 Notwithstanding the provisions of this article, Adex reserves the right to demand compensation for damages and/or to rescind the contract in full or in part.

4.5 Adex shall not be liable for costs incurred by the supplier as the result of rejection.

5. Guarantee

5.1 Supplier guarantees that the items delivered and work performed are of good quality, free from construction, material and assembly defects and that they comply with the contract.

5.2 Supplier shall be expected, at first request by Adex, to either remedy all defects free of charge or provide for immediate replacement free of charge of the defective items, all without prejudice to all other rights of Adex.

5.3. If supplier remains in default in meeting its guarantee obligations, Adex shall be entitled to take the necessary action for the account and risk of supplier or have it taken by third parties. Adex shall be entitled to recover the (repair) costs from the supplier and to set off against the supplier's invoice.

6. Invoicing and payment

6.1 Invoices may be sent only by e-mail to invoice@Adex-dies.com.

6.2 Payment shall take place within 60 days of invoice date unless Adex has complained after receipt of the delivery about the quantity and/or quality of the items delivered, in which case Adex shall be entitled to suspend payment until the shortcoming has been remedied.

6.3 Adex shall be entitled to set off the supplier's claims against all its claims against the supplier, whether due or not.

6.4 Adex may demand a surety or bank guarantee for the supplier's account, or any (other) security, before it makes goods available or makes any (partial) advance payment. Supplier indemnifies Adex against all claims based on social (security) premiums or fiscal charges by the authorities and claims pursuant to the Income Tax and Social Security Contributions (Liability of Subcontractors) Act (*Wet Ketenaansprakelijkheid*).

7 Rescission of contract

7.1 Inasmuch as supplier fails to live up to any or all of its obligations under the contract in time or as expected, as well as inter alia in the event of its bankruptcy, moratorium of payment under Dutch law (*surséance van betaling*) and in the event of the business being closed, permits withdrawn, (a part of) company property or items intended for execution of contract being impounded, liquidation or acquisition or any comparable situation in the supplier's business, it shall be deemed in default without further notice and Adex shall be entitled to rescind the contract. In the event of rescission, the risk to items already delivered remains with the supplier. The items shall then be deemed at the disposal of the supplier and be collected by it. The supplier shall refund Adex for any payments made with regard to the rescinded contract immediately. Furthermore, the supplier shall without delay return the goods made available by Adex within the context of this agreement at the supplier's expense and also return all goods that are the property of Adex to Adex without delay.

7.2 Supplier hereby unconditionally and irrevocably waives any plea to force majeure against Adex.

8. Confidentiality and non-disclosure

8.1 Supplier warrants that it (to include its employees and vicarious agents) shall maintain confidentiality over the existence, the type and content of the contract, as well as other business information of Adex, that has come or been brought to its attention in any manner whatsoever and shall not disclose same without the written permission of Adex.

8.2 Notwithstanding Adex's other rights, the supplier shall, upon breach of the provisions of the previous paragraph, be liable for a penalty due immediately to Adex of €5,000.00 for each breach and for each day or part thereof that the breach persists.

9. Public order, safety and environment

9.1 The supplier, its employees and any third parties engaged by it, are expected to observe statutory safety, health and environmental regulations.

9.2 Any company regulations and policies of Adex in the area of safety, health and the environment must be observed. A copy of such regulations and policies will be provided to the supplier free of charge and without delay on request.

9.3 Inasmuch as safety information exists for any product and/or packaging, the supplier must deliver that information directly with the delivery.

10. Title, risk and care for aids, drawings etc.

10.1 All aids, such as drawings, moulds, dies, calibres or specific tools needed for execution of the delivery made available by Adex to the supplier or produced or acquired by the supplier at Adex's expense, are, remain or become the property of Adex.

10.2 The supplier shall keep such aids, clearly marked as the property of Adex, on loan in its custody, shall keep them in good condition and bear all risks for them until they are delivered to Adex.

10.3 The supplier shall use such aids, or have them used, only for the purposes of execution of the contract(s) with Adex. Without the written permission of Adex, supplier shall neither use said aids for other purposes nor copy or duplicate them or provide them or make them accessible to third parties in any form or any manner whatsoever.

11. Liability

11.1 Supplier shall be liable for all direct and indirect damages, to include spoiled profits, that Adex suffers in connection with the contract on the grounds, for example but not exclusively, of any shortcoming or unlawful act by the supplier, its employees or its vicarious agents.

11.2 Supplier indemnifies Adex against all claims, howsoever called and on whatever basis, of third parties, to include the customers or Adex, due to damages in any connection whatsoever with execution of the contract.

11.3 Supplier shall provide for adequate insurance with sufficient cover. At the request of Adex, supplier shall submit an (authenticated) copy of the policies and proof of payment of the premiums. The supplier hereby assigns to Adex all rights to payment of insurance compensation to the extent related to damages for which the supplier is liable towards Adex.

12. Transfer of rights and obligations

12.1 Without the prior written permission of Adex, the supplier shall not outsource fulfilment of the contract to third parties or transfer its rights and obligations, in full or in part, to third parties.

12.2 Permission from Adex as defined above shall not be deemed to release the supplier from its obligations under the contract.

13. Costs

Notwithstanding further rights accruing to Adex, all court costs actually incurred (to include the amount Adex owes to its attorney), as well as extrajudicial costs, plus interest at 1% per month, shall be for the supplier's account.

14. Applicable law, disputes

14.1 The law of the Netherlands shall apply exclusively to contracts and any other legal relationships between the supplier and Adex, under exclusion of the UN Purchasing Convention (CISG) concluded on 11 April 1980 in Vienna (CISG), treaty series 1981, 184 and 1986, 61.

14.2 Only the District Court Limburg, sitting in Roermond, shall be competent to hear disputes between the parties.

Venlo, September 2019