

GENERAL TERMS OF PURCHASE DUTCH PROTEIN SERVICES B.V.

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CLAUSE 1 - DEFINITIONS

In these terms of purchase, the terms and phrases used below shall be defined as follows:

- Customer: Dutch Protein Services B.V., and the companies and /or enterprises affiliated to it;
- The Supplier: the person with whom the purchase and delivery of an article or the rendering of a service has been agreed;
- Agreement: the arrangements between the Customer and the Supplier, set down in writing, with regard to the purchase and delivery of articles and/or services;
- The Order: the order to deliver an article or render a service, insofar as placed or confirmed by the Customer, in writing;
- Delivery: the placing in the Customer's possession or under the Customer's control of one or more articles and, if appropriate, the installation / assembly / commissioning of those articles
- Parties: the Customer and the Supplier.
- General Terms: the general terms of purchase of the Customer, as described in the following provisions.

CLAUSE 2 - APPLICABILITY

- 2.1 These General Terms shall apply to all requests, offers, instructions, orders and agreements relating to the delivery of articles and/or services by the Supplier to the Customer.
- 2.2 The applicability of general terms of the Supplier is hereby expressly rejected.
- 2.3 The Supplier with whom a contract has been signed on the basis of the General Terms agrees to the applicability of these terms to subsequent agreements between him and the Customer.
- 2.4 In the event of inconsistency, specially agreed conditions shall take precedence over these General Terms.
- 2.5 The General Terms shall replace all previous written or verbal agreements, arrangements or communications between the parties, including any general terms of sale and/or purchase of the Supplier. Deviations from these General Terms shall only be valid if expressly confirmed by the Customer, in writing.

CLAUSE 3 - ESTABLISHMENT

- 3.1 The Agreement shall be established if the Customer places an Order with the Supplier and this Order has been accepted by the Supplier.
- 3.2 Besides explicit acceptance, an order of the Customer shall be deemed to have been accepted by the Supplier if the Supplier does not inform the Customer within 10 days that it does not accept the Order in question, and also if the Supplier proceeds with delivery to the Customer. Acceptance by the Supplier of an order of the Customer shall also imply acceptance of these terms as part of the purchase agreement.
- 3.3 In the case of framework agreements, the Agreement shall be established each time the order for full or partial delivery is sent by the Customer within the context of the framework agreement. In these General Terms, a framework agreement shall be understood to mean a long-term or annual agreement between the Customer and the Supplier with regard to prices and conditions for articles and/or services to be delivered by the Supplier, without there being any purchase obligation upon the Customer and any delivery obligation upon the Supplier.
- 3.4 Requests for prices and quotes by the Customer shall be entirely without obligation. Cost budgets prepared by the Supplier before the Agreement is established cannot be charged separately, even if no Agreement is established.
- 3.5 Should the situation arise, the Customer may choose for the ordering procedure to take place by fax and/or email, in which case these shall be considered equivalent to written documents.
- 3.6 If drawings, models, specifications, instructions, inspection rules and the like supplied by the Customer or approved by the Customer are used in the performance of the Agreement, these shall form part of the Agreement.
- 3.7 If the Agreement has been concluded between the Customer and two or more Suppliers jointly, or any obligation under this Agreement is incumbent upon two or more legal or natural persons, these latter shall always be jointly and severally bound vis-à-vis the Customer.

CLAUSE 4 - PRICES

- 4.1 Unless otherwise agreed, in writing, the price quoted in the Agreement shall be exclusive of VAT and shall be fixed, unchanging and non-offsettable, and for articles to be delivered to the Customer shall apply free domicile or warehouses of the Customer, or a receipt address provided by the Customer and inclusive of all costs, including but not limited to transport costs, insurance, packaging, foreign exchange risk, import duties etc.
- 4.2 General price increases and price increases as a consequence of additional work or additional deliveries may only be passed on to the Customer if previously and expressly accepted by the Customer, in writing. Samples required in order to assess quality and suitability shall at all times be made available by the Supplier free of charge.
- 4.3 Incorrectly delivered articles which require the Supplier to do more work and/or incur more costs than were and could be foreseen at the

time the agreement was concluded shall not in any circumstances constitute grounds to increase the agreed price or prices.

CLAUSE 5 - PACKAGING

- 5.1 If necessary, the articles shall be properly packaged and marked, in accordance with the customer's instructions and, in normal transport, shall reach the destination in good state. The Supplier shall be liable for damage caused by inadequate, wrong or unsuitable packaging.
- 5.2 The Customer shall be authorised at all times to return packaging materials to the Supplier or to demand that the Supplier take back packaging materials.
- 5.3 Packaging materials shall be returned at the Supplier's expense and risk, to the Supplier's mailing address.
- 5.4 The processing or destruction of transport and other packaging materials shall be the Supplier's responsibility. If packaging materials are processed or destroyed at the Supplier's request, this shall be at the Supplier's expense and risk.

CLAUSE 6 - DELIVERY

- 6.1 Delivery shall take place exclusively subject to the INCO terms hereby agreed (latest version, issued by the International Chamber of Commerce in Paris). Unless otherwise agreed, in writing, delivery shall be made free domicile or warehouses of the Customer "Delivered Duty Paid" (DDP), accompanied by the associated consignment note.
The Supplier shall follow the rules and instructions in force at the notified place of delivery, as detailed in the attached Delivery Instruction.
- 6.2 The delivery date or period agreed in the Agreement shall be a firm deadline. If this deadline is not met, the Supplier shall be in default without warning. If no delivery date or period has been agreed, Delivery of the articles shall take place not more than 15 days after the establishment of the Agreement.
- 6.3 As soon as the Supplier knows or ought to know that Delivery cannot take place, or cannot take place in timely or proper manner, he will immediately notify the Customer of this, in writing, stating the circumstances giving rise to this shortcoming. This shall be without prejudice to any consequences of the deadline not being met, under the Agreement or provisions of law.
- 6.4 In the event of late delivery by the Supplier, except in the case of force majeure on the part of the Supplier as further described in Clause 22, the Customer shall at its discretion:
 - be entitled to dissolve the Agreement without further warning and/or judicial intervention, and the Customer shall have the option of demanding full or partial compensation. The Customer shall never be liable for any damage suffered by the Supplier as a result of this;
 - be entitled, after serving warning, to impose a penalty of half a percent (½ %) of the value of the Order for every week that the Supplier is late in completing the order, or with the delivery of the articles sold to the Customer. In this case, a limit of five percent (5%) of the total purchase or contract price shall apply, all without prejudice to the Customer's right to reimbursement of all costs, damages and interest incurred or suffered by the Customer because of this.
- 6.5 In the event that the Customer is not able in reasonableness to take delivery of the articles offered for Delivery, the Supplier will store the articles at his expense and risk, for a period to be agreed, in such manner that the accurate and constant composition of the articles is guaranteed and the required quality level is maintained. The Customer excludes all liability as a consequence of the inability to take delivery of the articles offered for delivery.
- 6.6 Partial delivery and Delivery of more or less than the agreed quantities and Delivery more than 7 days prior to the passing of the agreed delivery date shall only be permitted if the Customer's prior, written permission has been obtained. Earlier delivery and/or performance shall not result in changes to the agreed time of payment. The risk with respect to surplus articles delivered that are stored at the Customer shall remain with the Supplier, until agreement is reached on what is to be done with them. All costs associated with the storage of quantities in excess of those agreed shall be borne by the Supplier, unless otherwise agreed in writing.
- 6.7 In the event of the delivery of bulk articles, the delivered quantity and quality shall be determined on the basis of the measurements by the Customer on the calibrated measuring bridges designated by it and based on calibration tables. Inspection, control and/or testing of articles shall not imply delivery or acceptance of delivery.
- 6.8 At the request of the Customer, the Supplier shall be obliged to provide the Customer with a production or execution schedule and/or to cooperate with progress checks by the Customer.
- 6.9 Delivery shall only be deemed complete if the agreed whole has been delivered, in accordance with the Agreement, at the place designated by the Customer.
- 6.10 The articles and/or services to be delivered shall, until completion of the Delivery, be entirely at the Supplier's expense and risk.
- 6.11 The Supplier may not, directly or indirectly, offer any benefit or prospect thereof to the employees of the Enterprise or the employees of one of the enterprises affiliated to the Enterprise. Actions including

the offering of, inter alia, gifts, recreational activities, favours or services to employees is therefore strictly prohibited and any benefit extended (or prospect thereof) will be regarded as bribery or attempted bribery as referred to in article 238 of the Criminal Code (Wetboek van Strafrecht), and shall give the Customer the right to immediately and unilaterally terminate any agreement with the Supplier, which shall then constitute a unilateral termination on the grounds of a serious breach by the Supplier.

6.12 The articles delivered shall not be produced by means of exploitative or unhealthy labour or child labour akin to slave labour, nor by employees working under conditions of duress or exploitation, or any other form of prison labour in which human dignity is at stake.

6.13 In this clause, delivery shall also be understood to mean a part-delivery.

CLAUSE 7 - AMENDMENTS

7.1 The Supplier will not make any change to the specifications provided by the Customer, except with the Customer's written permission or in response to a written request by the Customer.

7.2 The Customer shall be authorised at all times, in consultation with the Supplier, to alter the scope and/or qualities of the articles or services to be delivered. Changes shall be agreed in writing.

7.3 Changes and additions will not, in principle, result in an increase in the agreed price or an extension of the agreed delivery date.

7.4 If, in the Supplier's opinion, a change affects the agreed price and/or the timing of the Delivery, he shall be obliged, before proceeding with the change, to inform the Customer of this in writing as soon as possible, but no later than 2 working days after notification of the required change.

If, in the Customer's opinion, these implications for the price and/or delivery date are unreasonable, the parties will discuss the situation. If this consultation does not produce agreement, the Supplier may not derive any rights from this and the Customer shall have the choice of either requiring Delivery on the basis of the original specifications, or cancelling the order without the Supplier charging any costs to the Customer for this.

CLAUSE 8 - INSPECTION

8.1 Articles delivered by the Supplier and/or work done by the Supplier may only be regarded as accepted once explicitly approved by the Customer, although approval shall not discharge the Supplier from any obligation and, in particular, not from his liability for hidden defects. Furthermore, the Customer may at all times demand a production or confirmation sample.

8.2 If, in the Customer's opinion, the articles delivered and/or services rendered by the Supplier do not conform to what was agreed, the Customer shall be entitled to reject these articles and/or services. From the moment of rejection, the risk in respect of articles shall rest with or revert to the Supplier.

8.3 Inspection shall take place not more than sixty working days after receipt of the articles, or after the notification by the Supplier that the work done is ready. In the event of rejection by the Customer, the Supplier shall be informed of this with all due haste and the Customer shall be entitled, at its discretion:

- a. to return the articles and also demand redelivery, with or without compensation. Articles shall be returned entirely at the Supplier's expense and risk.
- b. to demand repair of the defects noted in respect of the work done, with or without compensation.
- c. to keep the articles until such time as the Supplier has given further instructions for dealing with the rejected articles;
- d. to wholly or partially dissolve the agreement, with or without compensation, without the need for any further warning or judicial intervention. The associated costs shall be borne at all times by the Supplier.

8.4 If the Order comprises or partly comprises installation, assembly, commissioning or other work to be done by the Supplier, this shall be done entirely at the Supplier's expense and risk, even if executed on his behalf by third parties - after obtaining the express permission of the Customer. By way of departure from the provisions of Clause 6.10, the delivery of the article/completion of the order, and the transfer of the risk in respect of this article shall not take place until the installation, assembly, commissioning or related work has been delivered by the Supplier and explicitly accepted by the Customer.

8.5 Unless otherwise agreed, the Supplier shall check and test the composition and quality of the raw materials, semi-finished goods, packaging and other items for processing or use supplied by the Customer and notify the Customer of all irregularities 3 working days before processing or using them.

8.6 Whether or not an inspection or incoming goods check is carried out shall have no effect whatsoever on any of the Supplier's obligations or liabilities.

CLAUSE 9 - WARRANTY

9.1 The Supplier warrants and represents that the articles to be delivered (and the associated documentation) satisfy:

- the agreed specifications, description(s), characteristics and requirements and the quality standards applied by Customer;
- being suitable for the intended purpose and use and - if no concrete arrangements have been made in this regard - the trade or customary specifications, characteristics and requirements for these articles.

9.2 The Supplier vouches that the articles conform to samples, models, annexes and drawings made available by the Supplier and/or production or confirmation samples approved by Customer.

9.3 The Supplier warrants and represents that the articles and associated documentation satisfy all the relevant legal provisions in the destination country with regard, inter alia, to quality, the environment, health and safety.

9.4 The Supplier warrants and represents that the articles are of a good and constant quality at all times and are free from construction, material and manufacturing faults as well as faults or defects in their nature, composition, content or formula. To this end, the Supplier shall grant access to the places where the articles are produced or have been stored and shall cooperate with the required inspections, checks and tests and shall provide, at its expense, the required documentation and information. The Supplier shall give the Customer timely advance notice of the time at which an inspection, check and/or test can take place. The Supplier shall be authorised to attend the aforementioned inspection, check and/or test. The costs of inspection, checking and/or testing shall be borne by the Supplier. If, during an inspection, check and/or test before, during or after the Delivery, the goods are rejected in full or in part, the Customer will notify the Supplier of this, in writing if appropriate.

9.5 In fulfilment of his obligations under the warranty or otherwise, the Supplier shall be obliged, within a reasonable period and free of charge, to replace the articles or faulty articles with new ones, at his own expense and risk, or to render additional services in order to then deliver articles and/or documentation that conform to the specifications, characteristics and requirements, without prejudice to other rights accruing to the Customer.

9.6 The warranty period shall be 12 months after delivery, unless expressly agreed otherwise, in writing. Once the applicable warranty period has elapsed, the Supplier shall remain liable for a period of 5 years for hidden defects. Hidden defects shall be understood to mean defects that the Customer could not reasonably have discovered during the inspection of the articles. A warranty period of 60 days shall apply to raw and ancillary materials.

9.7 The Supplier shall guarantee the import, export and transit of the articles to be delivered to their notified destination or final destination.

9.8 When carrying out service-providing activities at the Customer, the Supplier will be in possession of a safety certificate (VCA certificate) at all times. The VCA certificate shall be handed to the Customer before commencement of the services.

9.9 In the event of a shortcoming in the Supplier's fulfilment of any of his obligations, the Supplier shall be obliged to compensate all damage suffered by the Customer in that connection, including consequential loss and damage of third parties. Damage shall also include the past and future judicial and extrajudicial costs incurred by the Customer, to be set at 15% of the purchase price, as a result of the tasks aimed at demanding or bringing about fulfilment.

CLAUSE 10 - USER ENTERPRISE'S, SUBCONTRACTOR'S AND CUSTOMER'S LIABILITY

10.1 The Supplier may only transfer an obligation under the agreement to a third party with the prior, written permission of the Customer. Reasonable conditions may be attached to this permission.

10.2 If, having obtained the Customer's written permission, the Supplier transfers the delivery to another party, he shall immediately draw up a written contract for this, of which the terms of this agreement must form part, in such manner that the original Supplier assumes therein the legal position of the original Customer and the other party that of the original Supplier.

10.3 If labour is hired in, the Supplier shall be obliged to strictly comply with the administrative and other conditions set in and/or by virtue of and/or in implementation of articles 34 and 35 of the Collection of State Taxes Act (Invoeringswet) 1990 (formerly article 16a Social Security (Coordination) Act (Coördinatiewet Sociale Verzekeringen)) and the supplier shall also be obliged to hold the Customer harmless in respect of any claims and penalties in this regard, made by the Tax Administration and/or implementing bodies in connection with the Social Security legislation.

10.4 The Supplier shall vouch that, as regards his personnel or third parties whose services he engages in the performance of the agreement, the legal obligations to pay Social Security contributions and Income Tax shall be fulfilled. To this end, he shall submit documentary proof at the Customer's request.

10.5 The Supplier shall hold the Customer harmless in respect of any claim by the Industrial Insurance Board or the Tax Administration in this regard.

10.6 The Supplier undertakes, at the Customer's request, to present to the Customer a declaration by a registered accountant proving to the Customer's satisfaction:

- that the Supplier has paid punctually, properly and in full the Social Security contributions and Income Tax owed for the period during which the Supplier placed personnel at the Customer's disposal;
- that the Supplier has at all times made correct and full declarations to the Social Security Institution or the Tax Administration charged with collection with regard to the aforementioned levying of Social Security contributions and/or Income Tax.

10.7 Without prejudice to the other provisions of this clause, the Supplier will keep records which enable the actual wage costs to be determined for each project. The Customer shall have the right to check these records at any time. The supplier will mention the actual wage costs on each invoice.

- 10.8 If the VAT transfer regulations apply to the Agreement, the Supplier will mention this on each invoice.
- 10.9 At the Customer's request, the Supplier will submit the original of a recent Payment Behaviour Declaration from the Industrial Insurance Board and the Tax Administration.

CLAUSE 11 - PERSONNEL ENTRUSTED WITH DELIVERING ARTICLES OR SERVICES AND THE ENVIRONMENT

- 11.1 The Supplier vouches for checks on persons entrusted with the performance of the Agreement.
- 11.2 The Supplier vouches that every person working for him on the Customer's sites will follow the Customer's rules and instructions as set down in the visitors' agreement and any additional instructions. Any infringement of these rules and instructions by the Supplier or any person involved in the performance by the Supplier shall give the Customer the right to immediately dissolve the agreement, without warning and judicial intervention, and without this entailing any liability on the part of the Customer.
- 11.3 The Supplier and his employees or the third parties whose services the Supplier uses shall be obliged to observe government-imposed safety and environmental rules when performing the agreement. The Supplier shall hold the Customer harmless in respect of the consequences of a violation of those rules by the Supplier's employee or auxiliary persons.

CLAUSE 12 - DOCUMENTATION

- 12.1 The Supplier shall be obliged, either prior to at the time of Delivery, to supply the related documentation to the Customer, failing which the Customer may suspend payment until this documentation is in its possession.
- 12.2 The Customer shall be at liberty to use this documentation as it sees fit, including reproducing it for its own use.

CLAUSE 13 - AUXILIARY MATERIALS

- 13.1 Materials, drawings, calculations, models, templates, instructions, specifications and other auxiliary materials made available by the Customer or acquired or produced by the Supplier for the purposes of the Delivery to the Customer shall remain the property of the Customer or become the property of the Customer at the moment of acquisition or production.
- 13.2 The Supplier shall be obliged to mark the auxiliary materials referred to in the preceding paragraph as identifiable property of the Customer, maintain them in good state and insure them at his expense against all risks, for as long as the Supplier is acting as the holder of those auxiliary materials.
- 13.3 The auxiliary materials will be placed at the Customer's disposal on first request or at the same time as the last Delivery of the articles to which the auxiliary materials relate.
- 13.4 Auxiliary materials that are used by the Supplier in the performance of the Agreement shall be presented to the Customer for approval at the latter's first request.
- 13.5 Changes to or a departure from the auxiliary materials made available or approved by the Customer shall only be permitted after the prior, written approval of the Customer.
- 13.6 The Supplier will not use or cause the auxiliary materials to be used for or in connection with any purpose other than the Delivery to the Customer, unless the Customer has first granted its written permission for this.

CLAUSE 14 - PAYMENT

- 14.1 Payment of the invoice, including VAT, will take place within 60 days of Delivery and approval of the goods delivered or services rendered and receipt of the invoice, unless otherwise agreed in writing. If payment is made within 10 days of receipt of the invoice, the Customer shall be entitled to a payment discount of 3%, which the Customer may immediately offset against its payment.
- 14.2 In the event of part-deliveries or the delivery of services over a longer period, the Supplier shall be obliged to submit his final invoice within 4 weeks of the last delivery to the Customer. Deliveries already performed and approved will be settled on the proviso that, in the event of an imputable shortcoming by the Supplier, payment for those deliveries shall be made less the damages and costs suffered by the Customer in the past and future as a consequence of an imputable shortcoming. If and insofar as the Deliveries mean that the quantities in his final invoice differ from the quantities approved in advance by the Customer in writing and the Customer has not received the revised final invoice within the aforementioned period, the Supplier shall no longer be entitled to payment of claims over and above the quantities originally agreed.
- 14.3 Payment by the Customer shall not, in any manner, imply a waiver of any right and shall not discharge the Supplier from any warranty and/or liability as resulting from the Agreement or the law.
- 14.4 The Supplier shall be obliged to quote the order number, article number and description on the (single copy) invoices to be sent to the Customer. Departures from this may cause a delay in payment. This delay shall be at the Supplier's expense and risk. The invoices shall be accompanied by consignment notes and packing slips signed for approval by the Customer. Invoices that do not satisfy the foregoing will be returned, without being processed.
- 14.5 The Customer shall be authorised to demand that the Supplier arrange for an unconditional and irrevocable bank guarantee to be

issued by a banking establishment acceptable to the Customer, at the Supplier's expense, in order to guarantee the fulfilment of the Supplier's obligations.

- 14.6 The Customer shall have the right to deduct from the amount of the invoice any amounts owed to the Customer by the Supplier.
- 14.7 The Customer shall have the right to suspend payments in the event that obligations of the Supplier are not fulfilled.
- 14.8 The Customer shall always be authorised to offset everything it owes to the Supplier against whatever the Supplier or the companies affiliated to the Supplier owe(s) to the Customer, whether or not immediately due and payable. The Supplier shall only be authorised to offset an amount with the prior, written permission of the Customer.

CLAUSE 15 - LIABILITY

- 15.1 The articles delivered must be unloaded and stored in accordance with the Customer's instructions. Breakage and/or damage occurring during the loading, transportation and/or unloading or stacking up shall be at the Supplier's expense, even if the breakage and/or damage is observed later on, unless the Supplier demonstrates that the damage was caused by intent or gross negligence on the part of the Customer.
- 15.2 Without prejudice to the liability or responsibility of the Supplier by virtue of his obligations and/or responsibilities pursuant to Clause 9.1. above, the Supplier shall be liable for all damage suffered by the Customer or third parties as a consequence of a defect in his product as a result of which it does not offer the safety, quality, functionality and performance that one is justified in expecting.
- 15.3 The Supplier shall be liable for all damage, including consequential damage, suffered by the Customer or third parties as a consequence of the actions or omissions of the Supplier himself, his personnel or the persons involved by him in the performance of the agreement.
- 15.4 The Supplier shall hold the Customer harmless in respect of claims of third parties to compensation for damage on the grounds of liability as referred to in the preceding two paragraphs and will, on the Customer's first request, make an arrangement with those third parties or defend himself in court, in place of or together with the Customer - all at the sole discretion of the Customer - against claims as referred to above.
- 15.5 For the application of this clause, personnel and staff of the Customer shall be regarded as third parties.
- 15.6 The Supplier will take out adequate insurance against the liability referred to in this clause and shall, if desired, allow the customer to inspect the policy. Furthermore, the Supplier will insure all articles he has received from the Customer in connection with the agreement concluded with the Customer against all damage of whatever nature that those articles may sustain, for as long as they are under his charge. The Customer will have a right of recourse against the Supplier in this regard. The Supplier shall allow the Customer to inspect all the relevant policies on first request. If requested, he shall provide the Customer with copies of same on first request.

CLAUSE 16 - OWNERSHIP

- 16.1 The ownership of the articles to be delivered by the Supplier shall pass to the Customer at the time of Delivery. As soon as ownership of the articles has passed to the Customer, the Customer shall be entitled to alienate, encumber, pledge or otherwise bring the articles under the control of third parties, in any form.
- 16.2 The Supplier shall be obliged to identify the relevant articles still in his possession for the benefit of the Customer. The Supplier will mark these such that these articles are identifiable as the Customer's property.

CLAUSE 17 - INTELLECTUAL AND INDUSTRIAL PROPERTY

- 17.1 The Supplier vouches that the free and undisturbed use of the delivered articles does not constitute an infringement of any intellectual or industrial property right. The Supplier shall hold the Customer harmless against claims of third parties and will bear damages and costs suffered by the Customer.
- 17.2 Specifications, formulas, methods, designs, drawings, models, slogans, texts, descriptions, artistic performances, artwork - both original and adaptations thereof -, data including all amendments thereto and other publicity material etc. supplied by the Customer or made by or on behalf of the Supplier on the Customer's instructions or in connection therewith and the intellectual and industrial property rights relating thereto shall accrue exclusively to the Customer, who will also be identified as the maker and designer, all regardless of whether any of the foregoing is charged separately to the Customer. The Supplier will do everything necessary to ensure that the Customer has the aforementioned entitlements.
- 17.3 The Supplier shall be entitled to use the information supplied by the Customer, but only in connection with the agreement. This information is and shall therefore remain the property of the Customer.

CLAUSE 18 - CONFIDENTIALITY

- 18.1 The Supplier shall be obliged, in the absence of a legal requirement to the contrary, to treat as confidential all information originating from the Customer and which has come to his knowledge or been developed in connection with the performance of the Agreement, and not to divulge any of that information without the Customer's prior, written permission. The Supplier shall be forbidden from using such information for his own purposes or use by third parties, insofar

as this information was not already public knowledge or became so other than through the actions of the Supplier.

- 18.2 The Supplier shall be obliged to treat as confidential everything that becomes known about the Customer in connection with a request for an offer, an order and/or the performance of the agreement, and to require the same of members of staff and third parties whom he uses in connection with making an offer, assessing an order and for the performance of an Agreement.
- The provisions of this clause shall apply in particular - but not solely - to data and information with regard to products, installations and processes developed by the Supplier in cooperation with or on the instructions of the Customer.
- 18.3 The Supplier will not use the name, trademarks and trade names of the Customer or its intellectual property rights in advertisements or other publications or in any other manner, without prior, written permission.
- 18.4 If the provisions of paragraph 1 and/or 2 and/or 3 of this clause are violated, the Customer will impose an immediately due and payable penalty upon the Supplier of € 50,000, without prejudice to the Customer's right to full compensation for the damage it has suffered. Furthermore, in the event of repeated violations as referred to in the preceding sentence, the Supplier will owe an immediately payable penalty of € 50,000 per breach of the duty of confidentiality as set out in the preceding paragraphs of this clause. The Supplier will pay the amount of the penalty to the Customer immediately after the aforementioned ascertainment and notification thereof.
- 18.5 The obligations under this clause shall remain in force after the termination of the Agreement.

CLAUSE 19 - PROHIBITION OF ASSIGNMENT

Except with the Customer's prior, written permission, the Supplier shall be forbidden from transferring his claims on the Customer to third parties and/or encumbering them with a restricted right, or from transferring his obligations under the Agreement to third parties.

CLAUSE 20 - DISSOLUTION, CANCELLATION

- 20.1 In the following instances, the Supplier shall be in default by operation of law and the Customer shall be entitled, without the need for any warning or judicial intervention, to unilaterally dissolve the agreement, in whole or in part, by means of an extrajudicial declaration that effect, without prejudice to its right to compensation:
- if, after being sent warning, the supplier does not fulfil one or more of his contractual obligations or does not do so in timely manner;
 - if the supplier applies for his bankruptcy or a moratorium on payment, or is placed under guardianship by virtue of a provision of law;
 - if the supplier is declared bankrupt, or obtains a moratorium on payment;
 - if one or more of the supplier's assets are placed under administration;
 - if the supplier wholly or partially transfers his business or a part thereof or control thereover, wholly or partially liquidates/closes down his business, or his business operations otherwise cease;
 - if a prejudgment or executory attachment is levied on the assets or part of the assets of the supplier;
- 20.2 Without prejudice to the provisions of the preceding paragraph, in addition to dissolving the agreement the Customer shall have the right to demand compensation.
- 20.3 If the Customer exercises the right referred to in the preceding paragraphs, the Supplier will be informed in writing of the dissolution of the agreement and the reasons for it.
- 20.4 In the event of the (partial) dissolution of the Agreement, the Customer shall, without prejudice to its right to compensation for damage and costs, have the right at its discretion:
- to return the goods already delivered but that cannot or can no longer be used, at the supplier's expense, and to demand a refund of or offset the payments already made for these goods. The Supplier shall be obliged to refund immediately to the Customer the payments made in respect of the agreement, less the value of the goods retained by the Customer;
 - to refuse the articles offered for Delivery, without falling into creditor's or other default as a result;
 - to complete the Agreement itself or have it completed by a third party, if applicable after a written notification, making use of the articles already delivered by the Supplier and the materials used by the Supplier; if desired, it may do so for a reasonable remuneration to be agreed upon subsequently. Aside from the instances mentioned, the Customer shall have the authority to immediately dissolve the Agreement by means of a written declaration, against payment of the pro rata price for the articles or services already delivered plus, if the Supplier demonstrates that he has suffered damages and a loss as a result, a surcharge of no more than 10% of the residual agreed price to compensate for that damage and loss (including lost profit). Any claim of the Supplier to further, additional or substitute compensation shall be excluded.
- 20.5 If arrears arise on time schedules dictated or received by the Customer or, in the circumstances, there is legitimate reason to suspect that a delay will arise in the performance of any obligation or part-obligation by the Supplier under the agreement, this shall also constitute non-timely fulfilment as referred to in Clause 20.
- 20.6 The Customer shall be authorised at all times to unilaterally cancel

the agreement prematurely by means of a written notification to the Supplier, provided it states reasons. The Supplier shall cease performance of the agreement immediately upon receipt of the written notification. The Customer and the Supplier will discuss the consequences of such cancellation.

CLAUSE 21 - SUSPENSION RIGHTS AND COMPENSATION

- 21.1 The Supplier declares that he waives his rights to suspend his obligations under the Agreement if and insofar as, as a result of exercising his suspension right, the timely performance of the order for which the Deliveries are intended will be delayed.
- 21.2 The Customer shall be entitled to suspend its payment obligations if the Supplier fails or there is a threat that he will fail in the fulfilment of his obligations based on the agreement or the law, regardless of whether this failure is imputable to the Supplier.
- 21.3 If, based on the circumstances known to it at that time, the Customer believed in all reasonableness that it could suspend its obligations, the Customer shall not be obliged to pay any compensation to the Supplier should it subsequently become apparent that the Customer's reliance upon its right of suspension was not legally valid.
- 21.4 The Customer shall be entitled to set off the amounts due or to be claimed in connection with the Agreement with those due to it from the Supplier or payable to the Supplier.

ARTICLE 22 - FORCE MAJEURE

- 22.1 Both the Supplier and the Customer may rely upon force majeure. A party may rely upon force majeure if it is not to blame for the shortcoming and is not accountable for it by law, juristic act or according to generally accepted standards. Force majeure shall not include the non-fulfilment or non-timely fulfilment of the obligations assumed by a third party vis-à-vis the Supplier. In the event that a party relies on force majeure, the opposite party must be informed of this in writing, stating the reasons that led to the situation of force majeure.
- 22.2 In the event of force majeure, the necessary documentary proof shall be supplied and the other party shall be entitled to dissolve the agreement by means of a written declaration. The opposite party shall not have any right to compensation.

CLAUSE 23 - PUBLICITY / POWER OF ATTORNEY

- 23.1 In the event of complaints by purchasers of articles from the Customer which result in any publicity, the Supplier now for then grants an irrevocable and unconditional power of attorney to the Customer to also take appropriate measures in his name and at his expense in order to avoid or limit this publicity.
- 23.2 The Customer shall be authorised to transfer this power of attorney to the purchaser as referred to in Clause 23.1.

ARTICLE 24 - DISPUTES AND APPLICABLE LAW

- 24.1 Disputes between the parties, including those that are only regarded as such by one of the parties, will be resolved as far as possible through proper discussion.
- 24.2 If the parties fail to find a solution, the disputes between the parties will be adjudicated exclusively by the competent court in Rotterdam. The Customer shall have the right to unilaterally waive this jurisdiction clause.
- 24.3 Dutch law shall apply to all relationships between the Customer and the Supplier that are covered by these terms. The applicability of the Vienna Convention is excluded.

CLAUSE 25 - CONVERSION

If and insofar as, on the grounds of reasonableness and fairness or its unreasonably onerous nature, any provision of these General Terms cannot be relied upon, the content and purport of that provision shall be construed as far as possible in a manner that enables it to still be relied upon. The invalidity of a provision shall not affect the other provisions of the General Terms.

CLAUSE 26 - DUTCH TEXT

The Dutch text of these general terms shall prevail over its translations.