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## GENERAL TERMS AND CONDITIONS OF PURCHASE

### MERREM & LA PORTE B.V.

Filed with the Chamber of Commerce Midden-Nederland at Utrecht

Registration number : 11014209  
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#### Article 1 Definitions

In these Terms and Conditions of Purchase the following terms shall have the following meaning:

- Buyer: Merrem & la Porte B.V.
- Seller: opposing party of Merrem & la Porte B.V.

#### Article 2 Applicability

1. These general terms and conditions apply to all purchase agreements, offers, requests, orders and other acts of the Buyer for whatever reason, which (*inter alia*) have as their subject, are aimed at or connected with the purchase and/or acquisition of goods and services by the Buyer.
2. Unless the Seller rejects the applicability in writing of the Buyer's general terms and conditions within five working days after the Buyer declared these applicable, and unless this rejection reaches the Buyer (within the same five working days), the Seller shall be deemed to have accepted the applicability of the Buyer's general terms and conditions. The Buyer expressly dismisses any reliance on and/or applicability of any general terms and conditions with contents different from its own general terms and conditions.
3. Any stipulations deviating from the Buyer's general terms and conditions (or additional stipulations) shall only apply if and to the extent that these have been accepted expressly in writing by an authorised representative of the Buyer.
4. In the event that any provision of the present General Terms and Conditions (and/or any deviating/additional stipulation agreed on later) appears to be null and void or is declared void, this shall not affect the validity of the other provisions of the present General Terms and Conditions (and any stipulations agreed on later).
5. These General Terms and Conditions are available in a Dutch and an English-language version. In the event of any discrepancy between the Dutch and the English version or a version in another language of these General Terms and Conditions, the Dutch text is of overriding importance.

**Article 3 Order and Order Confirmation**

All orders, as well as changes and additions to orders already placed, shall be confirmed by the Seller in writing. If no written order confirmation has been made within one week after the placement of the order, the Buyer shall have the right to cancel the order, while the Seller shall not be allowed to charge any costs for this. Any deviations to the acceptance of the order and/or the order confirmation shall be subject to the written permission of the Buyer.

**Article 4 Price**

The purchase price set out in the order is binding. The price is exclusive of VAT.

**Article 5 Delivery**

The terms of delivery that Buyer and Seller agree on are strict deadlines. By exceeding a term of delivery the Seller shall be legally in default, without notice of default being required and the Buyer shall immediately have the right to dissolve the agreement. The Seller shall notify the Buyer in writing of a threatening excess of a term as soon as the Seller is reasonably aware of this excess of a term.

**Article 6 Packaging**

The Seller shall package the goods to be delivered in such manner as to guarantee protection against outside influences. In doing so the Seller shall observe the instructions of the Buyer, if any have been given. The Seller shall be liable for damage as a result of the goods not or not appropriately having been packaged and/or for damage to or loss of the packaging.

**Article 7 Changes**

The Buyer shall at all times have the right to change the volume and/or quality of the goods to be delivered in consultation with the Seller. All changes shall be agreed on in writing. If in the opinion of the Seller a change will have consequences for the price and/or time of the delivery, the Seller is obliged, before implementing the change, to inform the Buyer hereof in writing as soon as possible, but no later than within eight working days after notification of the desired change.

**Article 8 Suspension of Payment**

The Buyer shall have the power to suspend payment for the goods delivered and/or services to be provided by the Seller in the event that the Buyer finds a defect in the goods and/or the installation and/or assembly thereof and/or in the services.

**Article 9 Set-Off**

Unless agreed otherwise in writing, the Buyer shall have the right to offset any amounts payable by him to the Seller with his claim(s), if any, against the Seller.

**Article 10 Postponement of Delivery**

The Buyer shall have the right to postpone the delivery. In that case, the Seller shall store and keep the goods for the Buyer's account and risk properly packaged, separated and recognizable. The Buyer and Seller shall enter into consultations about the security and insurance of the goods.

**Article 11 Documentation**

The Seller is obliged to make available to the Buyer the accompanying documentation (with the delivery) prior to or simultaneously with the delivery. The Buyer shall be free to use this documentation.

**Article 12 Confidentiality**

The Seller shall keep all commercial information of the Buyer that comes to the Seller's knowledge secret from third parties. The Seller is obliged to impose an obligation to observe confidentiality on his staff and any other persons for whom he can be deemed responsible with regard to commercial information of the Buyer.

**Article 13 Ownership, Transfer of Risk**

The ownership of and the risk of the goods to be delivered shall pass at the moment of delivery, as soon as the goods have been received by the Buyer at the place of actual delivery. The Seller guarantees the Buyer that the goods offered and/or delivered to the Buyer are not subject to a retention of title.

**Article 14 Liability**

1. The Seller is obliged to indemnify the Buyer against claims of third parties, including, but not limited to claims based on product liability. The indemnification clause shall not apply in the event of acting on purpose or in gross negligence on the part of the Buyer and/or his managers.
2. The Seller is obliged to take out a regular *AVB insurance* (businesses' and professions' liability insurance). This insurance shall in any case cover personal injury, damage to property and the consequential damage thereof.

**Article 15 Assignment**

The Seller shall not assign the rights and obligations arising for the Seller from an order, instruction or agreement to third parties without the written permission of the Buyer.

**Article 16 Disputes**

1. With regard to disputes between the Buyer and the Seller the Court in 's-Hertogenbosch, The Netherlands, shall have exclusive competence.
2. The legal relationship between the Buyer and the Seller, and/or all acts performed by the Contractor including the agreements concluded by the Buyer, shall be governed by Dutch law.

**Article 17 UN Convention on the International Sale of Goods**

In the event that the Seller is a foreign legal entity, the UN Convention on the International Sale of Goods shall apply without prejudice to the provisions set out in these General Terms and Conditions, expressly including Article 16.