

General Terms and Conditions of purchase for the delivery of goods and the provision of services

Intespring Holding and operating companies

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Article 1. Definitions

- 1.1 The following definitions are adhered to within the framework of these General Terms and Conditions of purchase for the delivery of goods and the provision of services to the Client :
- a) "the Client": Intespring Holding B.V., as well as all of its operating companies InteSpring B.V., Spring B.V. and Laevo B.V.
 - b) "the Contractor": every natural or legal person who the Client wishes to enter into an agreement with, or has entered into an agreement with, in relation to the purchasing and the delivery of goods and/or the provision of services to the Client
 - c) "the Agreement": the agreements drawn up in writing between the Client and the Contractor relating to the purchasing and the delivery of goods and/or the provision of services to the Client;
- 1.2 That which is indicated by 'in writing' in these General Terms and Conditions of Purchase, shall also be understood to be via fax or e-mail.

Article 2. Applicability

- 2.1 These General Terms and Conditions of Purchase are applicable to all offers and agreements relating to the purchasing and the delivery of goods and/or services to the Client by the Contractor.
- 2.2 If these General Terms and Conditions of Purchase appear to be conflicting or incompatible with that which the Client and the Contractor have set out in a written agreement concluded between them, then that stated therein takes precedence.
- 2.3 The applicability of the Contractor's purchasing and/or other (general) conditions is expressly excluded.
- 2.4 The nullity or annulment of any provision in these General Terms and Conditions of Purchase shall not affect the validity of the other provisions stated in these General Terms and Conditions of Purchase. Where applicable, the Client and the Contractor shall mutually agree upon a replacement provision, in which case the purpose and the meaning of the original provision shall be heeded as far as possible.

Article 3. Quotations and assignments

- 3.1 Quotations can no longer be revoked after the Client has sent written acceptance.
- 3.2 The Client is only bound towards the Contractor when an assignment is supplied in the correct manner.
- 3.3 In the event the Client requests this, the Contractor is obligated to sign and return one copy of the written order for approval sent by the Client. In the event of such a request, the absence of written confirmation from the Contractor after a period of 30 days leads to cancellation of the assignment of the Client.
- 3.4 The Contractor shall not charge the Client for compiling a quotation, unless otherwise agreed on.

Article 4. Changes

- 4.1 The Client has, at all times, in consultation with Contractor, the right to change the volume and/or the quality of the goods to be supplied. Changes shall be agreed upon in writing.
- 4.2 In the event that, in the opinion of the Contractor, a change will have an impact on the agreed fixed price and/or the time of delivery, he is obligated, before implementing the change, to inform the Client of this change in writing as soon as possible, at the latest within 8 working days of notification of the desired change. If the Client considers this impact on the price and/or delivery time to be unreasonable, the parties shall consult each other on this matter.

Article 5. Price and revision of prices

- 5.1 The agreed price includes all costs that are incurred in relation to the goods up to and including the delivery, unless clearly stated otherwise. The price is exclusive of turnover tax (VAT).
- 5.2 The price is fixed, unless the agreement states the circumstances that could result in the price being revised, as well as the manner in which a revision takes place.

Article 6. Invoicing and payment

- 6.1 The Contractor sends a (detailed) invoice to the address and, if applicable, also mentions the order number as stated in the agreement.
- 6.2 Payment takes place within 30 days after receipt of the invoice and is only due if the supplied entity complies with the provisions of the agreement. Invoices for partial deliveries shall only be paid (under the same conditions) after the last (partial) delivery, unless otherwise expressly agreed on in writing.
- 6.3 Payment of the invoice does not constitute any acknowledgement of the supplied entity complying with the provisions of the agreement, and does not release the Contractor from any guarantee and/or liability that arises from the agreement.
- 6.4 Claims towards the Client may not be transferred to a third party without the Client's written permission. Every claim towards the Client is deemed null and void 12 months after the claim came into existence, unless the claim has been initiated in accordance with that stated in Article 16 beforehand.
- 6.5 In the event of advance payment by the Client, the Client can, if he deems this to be desirable, at any time require security in the form of a bank guarantee that must satisfy the conditions stipulated by the Client.
- 6.6 The Client is entitled to (partially) suspend the payment, if the Client notes a shortcoming, insofar as the shortcoming justifies this.

Article 7. Delivery

- 7.1 Deliveries take place "Delivered Duty Paid" at the agreed location and time, in accordance with the most recent version of the applicable provisions ("Incoterms"), issued by the International Chamber of Commerce, unless clearly agreed otherwise.
- 7.2 The Client and/or third parties commissioned by the Client are, at any time, entitled to perform (or to delegate other parties to perform) inspections, tests and approvals relating to the quality and the progress. Exercising this power by or on behalf of the Client does not exempt the Contractor from his obligations.
- 7.3 The Client is entitled to return non-agreed deliveries, or parts thereof, at the expense and risk of the Contractor. In the event of non-agreed quantities haven been delivered and the anomaly being greater than is customary in the relevant sector, the Client is entitled to refuse and/or to return the surplus, and in the event of the quantities being less, to refuse and/or to return the entire delivery at the expense and risk of the Contractor .
- 7.4 In the event the Client is not being able to receive the goods at the agreed time and/or is not being able to delegate parties to perform services, the Contractor shall, when requested by the buyer, postpone the delivery for a reasonable period that shall be stipulated by the Client.

Article 8. Delivery time

- 8.1 The delivery time commences on the day on which the assignment is handed over by the Client.
- 8.2 In the event the Contractor expects the delivery time to be exceeded, he shall immediately notify the Client of this in writing, stating the reasons, without prejudice to that stated in Article 8.5.
- 8.3 The Contractor is, when requested by the Client, obligated to provide a production plan or implementation plan and/or to provide assistance for a progress check.

- 8.4 If the goods are not delivered within the agreed period at the agreed location as specified in the Agreement, the Contractor is, without formal notice being required, in default.
- 8.5 In the event of the delivery time being exceeded, the Client is entitled, without any formal notice being required, to dissolve the agreement by means of a registered extrajudicial letter, with all consequences as described in Article 15.
- 8.6 If the Contractor wishes to comply in advance, permission of the Client is required. Payment shall take place in accordance with the original payment period(s).
- 8.7 The Client is entitled to postpone the delivery for a reasonable period. In this event, the Contractor shall: store the goods separately in a clearly identifiable manner, preserve, protect and insure them and ensure that they are suitably packed.

Article 9. Fine

- 9.1 In the event the Contractor remains in default in relation to the execution of the agreement, the Client can demand compensation for this, amounting to at least all of the costs and possible consequential loss arising from efforts on the part of the Client to guarantee the continuity of all direct and indirect activities (personnel costs, costs for the purchase of replacement products, logistical costs, etc.). In such an event, the Client is, of course, entitled to purchase products from another Contractor and to recover any of the aforementioned additional costs from the Contractor.

Article 10. Damage

- 10.1 The Contractor bears the risk for loss or damage to the goods up to the moment of delivery.
- 10.2 In the event the delivery also includes the transportation of the goods, the Contractor is responsible for the suitable packaging of the goods. Any costs in this respect shall be charged to the Contractor.
- 10.3 If damage occurs, the Contractor can choose one of the following: request a replacement product, repair of the damage, a reduced purchase price, or dissolution of the agreement. Any costs in this respect shall be charged to the Contractor.

Article 11. Liability

- 11.1 The Contractor is liable for:
- a) Loss or damage that arises from the execution of the assignment by him or those parties that he uses.
 - b) Loss or damage that arises from the presence and the use at/in the work with building materials, tools and equipment supplied or used by him, or from the infringement of rights of third parties, including intellectual and industrial property rights.
- 11.2 The Contractor shall indemnify the Client against all claims from third parties by virtue of that stated in a) and b).

Article 12. Insurance

- 12.1 The Contractor is obligated to take out adequate insurance, including insurance for the risks relating to the goods that he has in his possession and/or uses in relation to the assignment. The Contractor is obligated, upon first request from the Client, to make the relevant policy available for inspection.

- 12.2 If the assignment entails the goods or parts thereof being made available to the Client then, regardless of who owns them, the Contractor is obligated to adequately insure these goods to cover the risks relating to the ownership of these goods on behalf of and to the satisfaction of the Client, including at least cover for the risk of loss, theft, damage, fire, and third party liability.

Article 13. Outsourcing and subcontracting

- 13.1 The Contractor is permitted to outsource the work or a part thereof to a third party, provided that the Contractor guarantees that his subcontractor(s) work(s) under the same conditions as himself.
- 13.2 Article 13.1 is equally applicable in relation to the use of subcontractors of the subcontractors.
- 13.3 The Client is entitled to stipulate that agreements or parts thereof may only be performed by the Contractor himself.

Article 14. Intellectual and industrial property rights

- 14.1 The Contractor guarantees that the Client can use the delivery in an unrestricted and unhindered manner. The goods and/or services to be supplied by the Contractor are free from restrictions that arise from intellectual and/or industrial property rights.
- 14.2 The Contractor indemnifies the Client against any legal proceedings by third parties that are based on the argument that the use of the materials, data files, or other products and/or services made available by the Contractor, infringes any intellectual property right of third parties.
- 14.3 The Client is entitled to recover from the Contractor all losses that arise from the infringement of the intellectual and industrial property rights of the Client by the Contractor.
- 14.4 In the event intellectual- and industrial property rights are affected in any way by development that takes place during the execution of the delivery of products, these shall not be the property of the Client and these shall be deemed, from the outset, to have been the property of the Client.
- 14.5 The Contractor is entitled to use the information provided by the Client, however only in relation to the awarding and execution of the agreement. This information remains the property of the Client
- 14.6 The Contractor is thus expressly prohibited from taking out a patent for these rights relating to intellectual and industrial property.
- 14.7 The Contractor is expressly prohibited from replicating, disclosing or developing these products, including patentable designs, (interim) results, computer programmes, procedures, advice and other intellectual creations of the Client, in any way in the broadest sense of the word, possibly by deploying third parties.
- 14.8 The Contractor and/or a third party are, in relation to the goods supplied by the Client, prohibited from copying these goods, modifying them, deleting serial numbers or trademark(s) or from adding distinguishing mark(s), in order to give the impression that these goods originate from them. This is also applicable in as far as these goods are not protected by any special law for industrial property such as patent law-, or design or model rights.

Article 15. Dissolution and termination of the agreement

- 15.1 The Agreement can only be dissolved by both parties as a result of failing to comply with the Agreement, if the other party fails imputably to fulfil the essential obligations imposed by the Agreement.
- 15.2 The agreement can be terminated in part or in full by both parties, without notice of default in writing being required, and with immediate effect, if the other party is granted suspension of payments, has filed for bankruptcy or has been declared bankrupt, or if effective control of the Contractor is transferred to a third party.

- 15.3 In the event that, at the time of the dissolution, as stated in paragraph 1, the execution of the agreement has already commenced, the work performed as well as the related amount due shall be excluded from the dissolution.
- 15.4 If the Agreement has been legally terminated, the Client shall never be required to pay any compensation.
- 15.5 The Client is, at all times, entitled to recover from the Contractor any costs incurred by him during the execution of this agreement.

Article 16.

Force Majeure

- 16.1 In the event one of the parties cannot fulfil the obligations arising from the Agreement in part or in full, as a result of a non-attributable shortcoming (force majeure), the execution of the Agreement shall be suspended for the period that fulfilment of the obligations cannot take place, without the parties being obligated to pay compensation to each other.
- 16.2 Events such as strikes and work stoppages shall not constitute a reason for invoking a non-attributable shortcoming, nor shall default on the part of suppliers or other parties from whom the Contractor obtains goods and/or services.
- 16.3 The party that invokes a non-attributable shortcoming, must notify the other party of this within 24 hours of the commencement of the force majeure situation. The aforementioned party must submit the necessary evidence to substantiate the plea of non-attributable shortcoming. The parties shall consult each other as soon as possible in order to discuss, minimise, and/or anticipate the causes and consequences of the force majeure situation.
- 16.4 If the force majeure situation lasts longer than thirty (30) calendar days, or if this longer duration has already been established, the other party is entitled to terminate the agreement in writing with immediate effect. The parties are not obliged to compensate each other.
- 16.5 After the force majeure situation ends, all obligations shall continue to remain in force.

Article 17. Confidentiality

- 17.1 Both parties undertake to keep all details confidential that they know, or can reasonably be expected to know, are of a confidential nature.
- 17.2 If desired, the parties can agree that a list can be compiled containing the names of those persons that are authorised to consult confidential documents.
- 17.3 Confidential data that has been supplied may only be used for the purpose for which these have been supplied.
- 17.4 The parties shall mark confidential documents as such, by including the text "confidential" on the cover, or by marking these documents in a similar way.

Article 18. Applicable law and settlement of disputes

- 18.1 Dutch law is applicable to the agreements between the Client and the Contractor.
- 18.2 The applicability of the 1980 Vienna Sales Convention is expressly excluded.
- 18.3 Any disputes relating to the Agreement or these General Terms and Conditions shall preferably be dealt with by means of arbitration, without prejudice to the right of each of the parties to request an appeal in arbitral proceedings and without prejudice to the right to take preservation measures.
- 18.4 If parties do not reach an arbitration agreement within a reasonable period, the parties must apply to the law courts in The Hague, the Netherlands.