

Section 1. Definitions

In these purchase conditions, the definitions listed below are explained as follows:

- Client: Dekker Zevenhuizen B.V., Nijverheidscentrum 2, 2761 JP Zevenhuizen. Acting as the legal entity or agent of: natural persons, artificial persons governed by private law or artificial persons governed by public law, the user of these Purchase Conditions
- Supplier: the party with whom the Client is dealing.
- Agreement: the agreements about the Supply of Goods as laid down in writing between the Client and the Supplier.
- Delivery: the placement of one or several Goods into the possession and/or in the hands of the Client, as well as the possible installation/assembly of these goods under whatever title.
- Goods: any tangible objects to be supplied;
- Parties: Client and Supplier.
- In writing: in our general purchase conditions, electronic data traffic and faxes are equal to written documents. Electronic data traffic is taken to mean the sending of messages via e-mail and the Internet.
- Offer: the written proposal from a Supplier to supply a certain amount of goods at a certain price.
- Order: the instruction for Delivery or the acceptance of the Supplier's Offer by the Client. The Order shall lead to the Agreement, provided it has been entered into by a member of staff of the Client who has been authorised for that purpose.
- Call order contract: an agreement by virtue of which fixed quantities of goods are ordered by the Client at preset prices and conditions, as and when required.
- Goods sent on approval/for testing: an agreement between the Supplier and the Client, whereby the Supplier provides goods free of charge for a period agreed upon in writing and whereby the Client can approve or test the goods.
- Consignment: an Agreement between the Supplier and the Client, whereby the Supplier gives goods on Consignment free of charge for a period agreed upon in writing, and whereby the ownership and risk transfers only when the Client has put or puts the object into use.
- Incoterm DDP (Delivered Duty Paid): stipulates which party is responsible for the costs of each transport segment (DDP). The seller is responsible for all costs of the Delivery of the goods to their destination and clearing the goods through customs of the importing country. The seller literally provides a door-to-door delivery, including clearance through customs at the importing and exporting port. The seller bears the full risk of loss until the goods are delivered to the buyer.
- Inspection: the interim examination and assessment of the consignment for quality and serviceability as described in the Agreement.

Section 2. Applicability

- a. These purchase conditions apply to all requests, Offers,

Agreements, and instructions pertaining to the Delivery of Goods to the Client by the Supplier, whereby the general terms and conditions of the Supplier shall be explicitly excluded.

- b. In the event of contradictions, the Agreement prevails over these purchase conditions.
- c. Derogations from these conditions can be agreed upon in writing only.
- d. Regardless of the reason for dissolving or terminating the Agreement, the stipulations of a permanent nature shall remain in full force.
- e. In the event of interpretation of the contents and purport of these general conditions, the Dutch version thereof shall prevail.
- f. The version that was applicable upon conclusion of the Agreement shall be applicable at all times.
- g. The Client reserves the right to change these general conditions at all times.

Section 3. Conversion stipulation

In the event that any court fully or partially qualifies a stipulation in these conditions as unreasonably encumbering, it is deemed to have been converted into a stipulation that cannot be regarded as such, thereby preserving the contents and purpose as much as possible.

Section 4. Formation of an Agreement

- a. The Client's request for an offer is followed by an Offer from the Supplier. This Offer is provided free of charge. Offers are unconditional, unless stated otherwise in the Offer.
- b. In the event that an Offer from the Supplier is followed by a written Order, the Agreement is formed when the Client sends the Order.
- c. In the event that an agreement, contrary to the definition of Agreement, is concluded verbally, the execution of the Agreement is suspended until the moment that the Client has sent the written confirmation of the Order. However, the execution of the verbal agreement is not suspended if the Client provides the Supplier with an order number upon conclusion of the verbal agreement.
- d. In the event of Call order contracts the Agreement for (part) deliveries is formed each time that the Client submits the Order of a (part) delivery within the framework of the Call order contract.
- e. In the event that resources such as drawings, models, specifications, instructions, test instructions etc. provided or approved by the Client are used in the execution of the Agreement, they shall form part of the Agreement.

Section 5. Changes

- a. The Client is at all times entitled to change the quantity and/or quality of the Goods to be supplied in consultation with the Supplier. Changes are agreed in writing. In the event that the changes are agreed upon verbally, they must

be confirmed in writing by the Client before they can be applied to the goods to be delivered.

- b. If, in the opinion of the Supplier, a change shall have consequences for the fixed price and/or time of Delivery agreed upon, he is obliged - before implementing the change - to notify the Client thereof in writing as soon as possible yet no later than 8 working days after the notification of the required change. If, in the opinion of the Client, these consequences for the price and/or delivery time are unreasonable, the Parties shall consult about this.
- c. The Supplier is not permitted to make or implement changes without the prior written consent of the Client.

Section 6. Delivery, packaging and shipment

- a. Upon formation of the Agreement, the interpretation of delivery conditions is subject to the latest version of the Incoterms, issued by the International Chamber of Commerce.
- b. Deliveries are made DDP at the location and time agreed upon, in accordance with the latest Incoterm DDP (Delivery Duty Paid, see section 1) version that applies when the Agreement is formed. If and as soon as the Supplier thinks the delivery time agreed upon shall be exceeded, he shall notify the Client thereof in writing, giving a proposal as to the measures to be taken. The above is without prejudice to the stipulations in sections 12 and 15 of these conditions.
- c. The goods to be delivered must be accompanied by a packing list. The packing list must state the Client's order number(s), as well as the item number(s), quantity/quantities and description(s).
- d. Delivery also includes the delivery of all corresponding resources as referred to in section 17.
- e. Inspections, checks and/or tests on the goods in accordance with section 10 do not constitute Delivery or purchase.
- f. The Client is at all times entitled to return the (transport) packing materials to the Supplier at the expense of the latter.
- g. Processing and/or destruction of (transport) packing materials is the responsibility of the Supplier. In the event that packing materials are processed or destroyed at the request of the Supplier, this is done at the risk and expense of the Supplier.
- h. In the event that the Client asks to postpone the Delivery, the Supplier shall store, conserve, secure and insure the goods, properly packed and recognisable marked for the Client. Any costs involved may be passed on in consultation with the Client.
- i. The goods must be properly packed and marked in accordance with legal stipulations and decrees and any additional instructions of the Client, so as to ensure that they reach their destination in a good condition.

Section 7. Time of Delivery

- a. The agreed time of Delivery is a deadline. In the event of late Delivery, the Supplier is in default without any notice being required.
- b. When exceeding the delivery time is imminent, the Sup-

plier must immediately notify the Client thereof. This is without prejudice to any consequences of exceeding the delivery time pursuant to the Agreement and these conditions or legal stipulations.

Section 8. Price and price revision

- a. Prices are exclusive of VAT and contain all expenses relating to the fulfilment of the Supplier's obligations. Prices are based on the delivered duty paid (DDP) delivery condition, at the Delivery location agreed upon.
- b. The prices are firm, unless the Agreement states the circumstances that might lead to price revision, as well as the manner in which the revision takes place.

Section 9. Transfer of ownership and risk

- a. Ownership of the Goods transfers to the Client after these Goods have been delivered to the satisfaction of the Client and - if so required - they have been assembled or installed in the location assigned for that purpose by the Client. Exceptions include the goods that are delivered on the basis of Goods sent for approval/testing and Consignment.
- b. In the event that the Client provides the Supplier with materials such as raw materials, auxiliary substances, tools, drawings, specifications and software for the fulfilment of the Supplier's obligations, these materials remain the property of the Client. The Supplier shall store these materials separately from objects that are his or third-party property. The Supplier shall mark them as being the property of the Client.
- c. If any of the Client's materials, such as raw materials, auxiliary substances and software are incorporated in the Supplier's Goods, they shall be regarded as a new good, the ownership of which shall be vested in the Client. This applies without prejudice to section 9d.
- d. The risk of the Goods transfers to the Client when the Delivery and subsequent approval of the Goods in accordance with section 10 of these purchase conditions have taken place.
- e. The Client is entitled to demand that transfer of ownership of the goods ordered and/or corresponding materials and parts takes place at an earlier time. In that case, the Supplier shall recognisably mark the goods and/or corresponding materials and parts as being the property of the Client and he shall indemnify the Client against loss, damage and third parties exercising their rights.
- f. Upon discovery of a shortcoming in the delivery, which constitutes complete rejection, the ownership of the Goods shall revert to the Supplier upon receipt of the written notification thereof. If the Supplier has not collected the goods from the Client within 10 working days of receiving the notification, the Client can return the goods to the Supplier at the expense of the latter.

Section 10. Inspection

- a. The Client is at all times entitled to (instruct others to) inspect the Goods during production, processing and storage and after Delivery. The Client or persons or organisations

- appointed by the Client for that purpose can inspect, check and/or test the goods before, during and after Delivery.
- b. On demand, the Supplier shall grant the Client or his representative access to the production, processing or storage location. The Supplier shall cooperate in the Inspections, checks and tests free of charge and shall provide all documentation and information required at his expense.
 - c. In the event that an Inspection as referred to in this section cannot take place at the intended time due to the actions of the Supplier, or in the event that an Inspection must be repeated, the corresponding costs incurred by the Client are at the expense of the Supplier.
 - d. In the event that the delivered Goods are rejected, the Supplier shall be notified of that in writing. The Supplier shall ensure that the delivered Goods are repaired or replaced within 5 working days. In the event that the Supplier fails to fulfil this obligation within the term outlined in this section, the Client is entitled to purchase the required Goods from a third party, or to take measures by himself or instruct third parties to take measures at the expense and risk of the Supplier, without prejudice to the Client's right to dissolve the agreement pursuant to section 12 and/or to claim compensation and payment of a penalty pursuant to section 15 of these conditions.
 - e. In the event that the Supplier has not collected the delivered Goods that were rejected within 10 working days, the Client is entitled to return the Goods to the Supplier at the expense of the latter.
 - f. In the event that the goods, regardless of the results of any Inspection, check and/or test, fail to comply with the stipulations in section 11 of these conditions, the Supplier shall repair or replace the goods at his expense on demand and at the discretion of the Client, unless the Client prefers to terminate the Agreement in accordance with the stipulations in section 12.
 - g. In urgent cases and also if, after consultation with the Supplier, it can be reasonably assumed that the Supplier shall not be able to repair or replace the goods at all, in time or properly, the Client is entitled to repair or replace the goods himself or to instruct third parties to do so at the expense of the Supplier.

Section 11. Quality/guarantee

- a. The Supplier guarantees that the goods delivered and any installation/assembly thereof comply with that which has been agreed, that they have the characteristics that were promised, that they are free from defects, represent a total solution for their intended purpose and that they meet the legal requirements and other government regulations, including European legislation as well as the strictest requirements of safety and quality standards or certification applied in the industry as applicable at the time of Delivery.
- b. The Supplier furthermore guarantees that all parts, auxiliary materials, accessories, tools, spare parts, user instructions and instruction manuals and everything that is conducive to the realisation of the purpose stated by the Client in writing are included in the delivery, also if they are not specified. The Client is entitled to use these user instructions and instruction manuals, which use also includes

- reproduction for personal use.
- c. In the event that the Client discovers that the delivered goods do not (fully or partially) meet that which the Supplier has guaranteed in accordance with paragraphs a and b of this section, the Supplier is in default, unless the latter can demonstrate that the shortcoming cannot be attributed to him.
 - d. A warranty period applies only when the Client has approved of that in writing, unless it concerns system or design errors, which are not subject to a period. In the event that a warranty period for Goods to be built in is agreed upon, this period shall commence the moment the Client builds in the goods or instructs others to build them in.

Section 12. Dissolution of the Agreement

- a. In the event that the Supplier fails to fulfil one or any of his obligations arising from the Agreement or any other Agreements arising from that or if he fails to do so in time or properly, in the event of his bankruptcy, moratorium and in the event of closure, revocation of any permits, seizure of (part of) company property or Goods intended for the execution of the Agreement, liquidation or takeover or any similar state of the Supplier's business, he is in default by operation of law.
- b. Without prejudice to all other rights, the Client can fully or partially dissolve the Agreement, if the Supplier or one of his subordinates or representatives is offered any gain, or if this is given to a person who is part of the Client's business or to one of his subordinates or representatives.
- c. In the aforementioned cases, the Client is entitled to unilaterally dissolve the Agreement in full or in part without any notice of default and legal intervention being required.
- d. The Agreement is dissolved through a written notification to the Supplier, without prejudice to the Client's right to suspend payment obligations and/or to order third parties to fully or partially execute the Agreement, without the Client being obliged to pay any compensation, without prejudice to any other rights of the Client, including the Client's right to full compensation.
- e. All claims that the Client may or will have against the Supplier in the cases referred to in paragraph 1, shall be due and fully payable with immediate effect.
- f. In the event that the Supplier invokes a non-attributable shortcoming, the Client is entitled to terminate the Agreement upon expiry of the terms referred to in section 15d.

Section 13. Confidentiality and publication ban

- a. The Supplier promises that he, his staff and the staff of companies hired by him shall observe secrecy in respect of the existence, nature and contents of the Agreement as well as other corporate information that is disclosed to him in whatever way, and that nothing shall be published without the written consent of the Client.
- b. Upon breach of the provisions in the previous paragraph, the Supplier forfeits an immediately due and payable penalty of 25,000 euros in favour of the Client for every breach. The Supplier shall pay the penalty immediately upon discovery of the breach and notification thereof to the Supplier. Any (more extensive) consequential damage shall

be recovered from the Supplier via legal action.

Section 14. Order, safety and the environment

- a. The Supplier and his employees as well as any third parties hired by him are obliged to observe any legal regulations pertaining to health, safety and the environment. Any company regulations and instructions in the field of health, safety and the environment of the Client must also be observed. A copy of these instructions and regulations can be obtained by the Supplier forthwith and free of charge.
- b. In the event that there are safety information sheets available for a product and/or packaging, the Supplier must enclose these sheets at all times.
- c. Work that may negatively affect the environment due to emissions into the air, water or soil must be explicitly reported to the Client.
- d. The Supplier must actively pursue a reduced burden on the environment caused by his products, packaging, raw materials and auxiliary substances.

Section 15. Shortcomings

- a. In the event of an imputable shortcoming on the part of the Supplier, he is in default without any further notice being required.
- b. Without prejudice to the right to compensation and the other statutory rights arising from an imputable shortcoming, the Client is entitled to collect an immediately due and payable penalty of 5% per day, counting from the day of the default, subject to a maximum of 25% of the amount to be paid by the Client for the Delivery.
- c. The statutory interest on amounts paid by the Client in advance shall be set off against the outstanding invoices covering the period of default.
- d. In the event of a non-imputable shortcoming, the obligations of both Parties shall be suspended for 2 weeks.
- e. The Parties can invoke non-imputable shortcomings towards each other only if the party in question notifies the other party in writing of such invocation as soon as possible, yet no later than 5 working days of the non-imputable shortcoming taking effect, submitting any evidence available.
- f. In the event that the Supplier argues that one or several of his shortcomings cannot be attributed to him and the Client accepts this argument, the Client is nevertheless entitled to dissolve the Agreement. In that case, the Parties shall not charge one another for damage.

Section 16. Intellectual and industrial property rights

- a. The Supplier guarantees the free and uninterrupted use - including resale - of the Goods supplied by him. He indemnifies the Client against the financial consequences of third-party claims for breach of their intellectual and industrial property rights, and he shall compensate the Client for all direct and indirect damage caused by any breach.
- b. The Supplier is entitled to use the information provided by the Client, yet only in connection with the Agreement. This information shall remain the Client's property.

Section 17. Resources in aid of the Delivery

- a. Materials, drawings, models, instructions, specifications and other resources made available by the Client or purchased or produced by the Supplier at the expense of the Client remain/shall become the Client's property. That also applies to any copyrights or other rights.
- b. The Supplier is obliged to return the resources referred to in paragraph 1 to the Client no later than the last (part) delivery.
- c. Changes to or deviations from the resources referred to in paragraph 1 of this section, as well as the use of these resources for or in connection with any purpose other than the Delivery of the agreed goods to the Client is permitted only after the prior written consent of the Client: this consent is without prejudice to the warranty obligations of the Supplier.

Section 18. Invoicing and payment

- a. The invoice (clearly stating the order number, excluding VAT) is paid within 30 days of receipt thereof, provided the Delivery has been approved and all corresponding documentation in the Dutch language (pertaining to maintenance, operation, safety and sterilisation, drawings, quality and warranty certificates and safety sheets) has been received. A 3% discount applies when the invoice is paid within 8 days.
- b. The Client is entitled to suspend payment if he discovers a shortcoming in the Goods and any installation/assembly thereof.
- c. The Client is entitled to deduct any amounts owed by the Supplier to the Client from the invoice amount.
- d. In the event of advance payments the Client - in addition to or instead of transfer of ownership - can demand that the Supplier at his expense arranges for an unconditional and irrevocable bank guarantee to be issued by a bank that is accepted by the Client so as to secure the fulfilment of his obligations.
- e. Payment by the Client does in no way constitute a waiver of rights.

Section 19. Liability

- a. The Supplier is liable for all direct and indirect losses that may arise in connection with the fulfilment of the obligations arising from the Agreement.
- b. The Supplier indemnifies the Client against all financial consequences of third-party claims somehow connected with the fulfilment of his obligations arising from the agreement.
- c. The Client is entitled to demand that the Supplier takes out insurance in order to cover the risks. On demand from the Client, the Supplier is obliged to let the Client inspect the relevant policy.
- d. The provisions in paragraphs a-c of this section also apply when the Goods to be delivered are sold on to third parties.

Section 20. Transfer of rights and obligations

- a. The Supplier shall not fully or partially transfer his rights and obligations arising from the Agreement to third parties without the prior written consent of the Client.

- b. The Supplier shall not fully or partially outsource the fulfilment of his obligations arising from the Agreement to third parties without the prior written consent of the Client.
- c. The Client is entitled to attach conditions to his consent.
- d. The Client's consent as referred to above does not relieve the Supplier from his obligations arising from the Agreement.

Section 21. Collection costs

- a. In the event that the Supplier is in default or fails to fulfil one or more of his obligations, all (direct and indirect) costs incurred to collect payment shall be at the expense of the Supplier. In the event that the Supplier fails to pay any amount on time, the Supplier forfeits an immediately due and payable penalty of 15% of the outstanding amount. This is subject to a minimum of 50 euros.
- b. In the event that the Client indicates to have incurred more costs, which where reasonably necessary, these costs also qualify for compensation.
- c. Any reasonable judicial and execution costs incurred are also at the expense of the Supplier.
- d. The Supplier owes interest on the collection costs incurred.

Section 22. Gifts

- a. The Supplier (or his staff) is not entitled to induce the Client's staff to performances, promises and such like against any form of reward or gift to that member of staff, without which reward or gift the performance or promise would not have arisen or would have arisen under different conditions. In the event that the Supplier's staff acts in breach of the above stipulations, the Supplier shall, without any warning or notice of default being required, for each breach be liable to pay the Client for any loss (to be) incurred by the Client, which loss is fixed at 25,000 euros per breach. This is without prejudice to the Client's other rights.
- b. A reward or gift to a member of staff must be reported to the Procurement department of the Client at all times.
- c. In this section, members of staff are also taken to mean persons somehow connected to either Party, whether or not in employment.

Section 23. Applicable law

- a. The Agreement, which these purchase conditions form a part of, are exclusively governed by Dutch law. Foreign legislation and treaties are excluded.
- b. The industry-related stipulations laid down in writing or otherwise by virtue of customary law apply only if and insofar they have been agreed upon in writing.

Section 24. Disputes

- a. Any disputes between the Parties, including those that are regarded as such by only one of the Parties, shall be resolved as much as possible by means of proper consultation.
- b. In the event that the Parties fail to resolve the dispute, the dispute shall be resolved by the competent court in the court district of Rotterdam.

ADDITIONAL CONDITIONS WITH RESPECT TO INSTRUCTIONS AND THE ACCEPTANCE OF WORK FOR THE CLIENT

Section 25. Additional definitions

In these additional purchase conditions, the definitions listed below are explained as follows:

- **Materials:** items referred to in section 14b, which are processed in the tangible objects to be produced, or are used in the execution of the work, with the exception of the equipment to be used;
- **Equipment:** all vehicles, equipment elements, cranes, scaffolding and parts thereof, consumer goods and such like used by the Supplier in the execution of the Agreement, yet excluding the items to be processed in the tangible objects to be produced.

Section 26. Applicability

- a. These additional conditions apply to all requests, offers and Agreements pertaining to the execution of instructions and/or the acceptance of work by the Supplier.
- b. In addition to these additional conditions, the Client's purchase conditions apply to the aforementioned requests, offers and Agreements, unless the additional conditions explicitly deviate from that or if this is deviated from by virtue of the nature of the sections.
- c. For the purposes of these conditions, Supplier's staff is also taken to mean third parties involved by the Supplier in the execution of the Agreement(s).

Section 27. Staff, equipment and materials

- a. The staff deployed by the Supplier for the execution of the Agreement shall comply with the special requirements set by the Client, and if these have not been set, with the general requirements of professionalism and expertise.
- b. If, in the opinion of the Client, the staff is not sufficiently skilled, the Client can demand for these members of staff to be removed and the Supplier is obliged to replace them immediately, with due observance of the stipulations in paragraph a of this section.
- c. The Client is authorised to check and inspect all materials and equipment to be used by the Supplier in the execution of the Agreement and to establish the identity of the staff deployed by the Supplier in the execution of the Agreement.

Section 28. Site and buildings of the Client

- a. Before commencement of execution of the Agreement, the Supplier must familiarise himself with the situation at the site and in the buildings of the Client where the work is to be carried out.
- b. The costs of a delay in the execution of the Agreement caused by situations as referred to above are at the expense and risk of the Supplier.

Section 29. Working at the site/in the buildings of the Client

- a. The Supplier must ensure that his presence and that of his staff at the site and in the buildings of the Client does not form an obstruction for the uninterrupted progress of the work of the Client and third parties.
- b. Before commencement of execution of the Agreement, the Supplier and his staff must familiarise themselves with the instructions and regulations that apply to the site and the buildings of the Client, including those pertaining to health, safety and the environment, and to act accordingly.
- c. The Client shall provide the Supplier with a copy of the aforementioned instructions and regulations at the latter's request.

Section 30. Payment

- a. The Client shall pay only when the Supplier has delivered the work and/or has executed the instruction to the satisfaction of the Client, and after the Supplier has demonstrated on demand from the Client that he has paid the deployed staff and employees what they are due.
- b. The Client is at all times entitled to pay the employed person's insurance contributions, VAT and income tax including national insurance contributions - owed by the Supplier for the work carried out - for which the Client as an owner-builder pursuant to the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act could be severally liable to the Supplier by means of a transfer into the latter's blocked account within the meaning of the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act.
- c. Without prejudice to the provision in the previous paragraph, the Client is at all times entitled to deduct the aforementioned employed person's insurance contributions, VAT and income tax including national insurance contributions from the contract price, and to pay this directly to the industrial insurance board or collector of direct taxes on behalf of the Supplier.
- d. In the cases referred to in paragraphs b and c of this section, the Client is discharged from paying these amounts on account of paying them to the Supplier.

Section 31. Obligations of the Supplier

- a. The Supplier is responsible for independently and under his own responsibility bringing the work to a successful end with due observance of the applicable regulations about safety and the environment among other things.
- b. The work and/or the instruction must be executed properly and reliably, offering a total solution for the intended purpose and in accordance with the stipulations outlined in the Agreement.
- c. Authorised representatives of the Supplier are in principle available on the work site during working hours, and their absence, replacement and contactability is arranged in consultation with the Client.
- d. The Supplier must have valid proof of registration of the industrial insurance board where he is registered and have a licence to establish a business insofar as this is required. »On demand from the Client, the Supplier must produce the aforementioned documents.
- e. On demand from the Client, the Supplier must provide the

- f. former with an overview showing the name, first name(s), address, place of residence, place and date of birth, national insurance number and conditions of employment of all staff deployed by the Supplier from week to week.
- f. On demand from the Client, the Supplier must provide the former with the salary statements or the time sheets of all staff deployed by the Supplier, in accordance with a model prepared by the Client.
- g. The Supplier must strictly fulfil all of his obligations towards the staff that he deploys.
- h. On demand from the Client, the Supplier must provide the former with a copy of the statements about his payment record with the industrial insurance board and the collector of direct taxes.
- i. The Supplier must indemnify the Client against third-party liability for the Supplier's failure to fulfil his obligations arising from the Agreement or pursuant to law.
- j. The Supplier shall independently execute the Agreement according to the latest technical standards and bears responsibility for that.
- k. The Supplier must remove waste and packaging material upon fulfilment of his obligations. «

Section 32. Subcontracting work

The Supplier, in his capacity of subcontractor, indemnifies the Client against all financial consequences of any claims made by the tax authorities or industrial insurance board within the framework of the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act as changed from time to time. The subcontractor shall incorporate this stipulation in any subcontracting agreements to be concluded by him, and compel his subcontractors to incorporate this stipulation in any subcontracting agreements to be concluded with them.

ADDITIONAL CONDITIONS APPLICABLE TO GOODS SENT TO THE CLIENT ON APPROVAL / FOR TESTING AND ON CONSIGNMENT

Section 33. Goods sent on approval/for testing

- a. These additional conditions apply to all Goods sent on approval/for testing with regard to which the Client approves or tests the goods.
- b. The Supplier fully compensates the Client for all direct and indirect damage to goods or persons arising for the Client or third parties during the approval period as a result of faults or other identifiable deviations on the goods and/or inadequate instructions about their operation/use and/or otherwise is the result of an imputable shortcoming or illegal act on the part of the Supplier, his staff or other persons hired in by the Supplier for the execution of the approval shipment.
- c. The Supplier shall fully indemnify the Client against claims for compensation as referred to above from third parties, including the Client's staff. Should a third party submit such a claim against the Client, the Client shall immediately

notify the Supplier thereof, on submission of the necessary details. Furthermore, the Client shall refrain from any act in this matter, unless the Supplier permits him to do so or if the Supplier fails to parry the third-party claim.

- d. Throughout the approval period and during transport to and from the Client, the Supplier is responsible for insuring the goods and the aforementioned liability.
- e. The Supplier provides the Client with sufficient material to enable him to make adequate use of the goods sent on approval/for testing during the approval or testing period.

Section 34. Consignment

- a. The Supplier remains the owner of the goods sent on Consignment until the moment that the Client puts the goods into use. When the goods are put into use, ownership is transferred.
- b. The Supplier replenishes the stocks if so required by the Client.
- c. The Supplier undertakes to insure the goods sent on Consignment until the moment that ownership has transferred to the Client pursuant to section 34a.
- d. The Client shall handle the goods sent on Consignment with due care.
- e. The Supplier invoices the Client for the goods put into use by the Client.
- f. The Supplier can only collect goods sent on Consignment following consultation with the Client.
- g. If, after the goods have been approved and put into use by the Client it appears that the goods fail to meet the requirements attached to them, the Client can submit a complaint to the Supplier within eight days of discovering any fault.