



General terms and conditions of purchase

Article 1 General

- a. These general terms and conditions apply to all offers, quotations, accepted orders, assignments, arrangements and/or other agreements, as well as to all negotiations, entered into by a member or members of the NRK PVT as purchasers (hereinafter: "purchaser"), whether or not through the intermediary of an authorised representative, with a third party or third parties (hereinafter: "seller"), to the exclusion of all other (general) terms and conditions of the contracting parties, unless the purchaser has expressly stated by letter or email (hereinafter: "in writing") that such other terms and conditions shall apply. The applicability of such other terms and conditions shall then relate exclusively to the agreement in question. A seller who has once sold to us on our terms and conditions shall be deemed to have tacitly agreed to the applicability of these terms and conditions for any subsequent orders placed by us, regardless of whether such an order has been confirmed in writing. Deviations from these terms and conditions may only be agreed in writing.
- b. The purchaser has the right to amend these general terms and conditions. The seller shall be deemed to have accepted any amendment to the general terms and conditions if, within seven days of written notification of the amendments by the purchaser, the seller has not notified the purchaser in writing of any objections.
- c. Insofar these general terms and conditions have been translated into a language other than Dutch, the Dutch text shall always prevail in the event of any discrepancies.

Article 2 Conclusion of agreement

- a. A contract is concluded upon the purchaser's receipt of a copy of the order confirmation drawn up by the purchaser and signed by the seller.
- b. Until the purchaser has received the signed order confirmation in return, the purchaser is free to withdraw from the contract without this giving rise to any right to compensation from the seller.
- c. The seller shall always be deemed to have agreed to the applicability of these terms and conditions of purchase if they have commenced delivery without the signed order confirmation having been returned.

Article 3 Amendments and additions

Amendments to the agreement and additional arrangements are only valid if they have been confirmed in writing by the purchaser.

Article 4 Pricing

The prices stated in the order are exclusive of VAT. The prices are fixed, in the sense that they cannot be altered by the seller.

Article 5 Delivery

- a. Delivery shall be made on a "Delivered Duty Paid" basis, as defined in Incoterms 2010, unless otherwise agreed in writing.
- b. The risk in the goods delivered shall not pass until they have been unloaded at the purchaser's premises and the purchaser has signed for receipt. Ownership shall also not pass until that time.
- c. Unless it has been expressly agreed that the purchaser shall arrange transport themselves, the seller must always ensure that the goods to be delivered are adequately insured until delivery has been fully completed.
- d. If it is not possible to inspect the delivered goods upon delivery, this shall be noted on the consignment note upon receipt.

Article 6 Packaging

If the goods are delivered in packaging, the seller shall ensure that the packaging is of a suitable standard, complies with (government) safety requirements, and allows for proper and safe storage and unloading. The packaging must be such that it can be completely emptied and that no residues remain inside. The seller must instruct the purchaser on how to empty the packaging. The seller shall take back the packaging, unless otherwise agreed.

Article 7 Delivery delay

- a. The specified or agreed delivery time shall be deemed a strict deadline. If the delivery time is not met, the seller must notify the purchaser immediately. Notwithstanding this notification, the seller shall be in default by operation of law upon the expiry of the delivery time and shall, without any notice of default being required, owe the purchaser a penalty of 5% of the purchase price per week, up to a maximum of 10% of the purchase price, without prejudice to the purchaser's right to claim full compensation for damages, including interest and costs. Any penalty paid or due shall not be set off against any compensation due, including interest and costs. The



purchaser and seller hereby expressly deviate from the provisions of Article 92(2) of Book 6 of the Civil Code. The purchaser is entitled to set off the penalty against the purchase price.

- b. If the delivery time is exceeded, the purchaser is always entitled to terminate the agreement in whole or in part without recourse to the courts, without being liable for any compensation.

Article 8 Acceptance and report of defects

- a. If, in the purchaser's opinion, the goods delivered do not comply with the contract, the purchaser is entitled to return the goods within 30 days of delivery at the seller's expense and risk.
- b. If any defects in the goods delivered becomes apparent after the 30-day period, the purchaser must notify the seller in writing immediately upon discovery.
- a. The seller shall immediately replace the goods or repair them if the nature of the goods so permits and the purchaser agrees to this.
- b. All costs incurred by the purchaser as a result of the defects shall be borne by the seller.
- c. If the seller has not replaced or repaired the goods within 48 hours of a complaint being reported, the purchaser is entitled to have the goods repaired by third parties at the seller's expense.
- d. The payment obligation is suspended until the seller has fulfilled its obligations. The purchaser is entitled to set off all costs arising therefrom, including the costs of repairs carried out by third parties in accordance with the previous paragraph, against the purchase price or against any other claim the seller may have against the purchaser.
- e. The foregoing provisions do not affect the seller's liability for its products in accordance with the applicable (international) regulations.

Article 9 Warranties

- a. The seller warrants that the goods delivered are of good quality and free from defects in design, construction or manufacture, and guarantees the quality and suitability of the materials used.
- b. The seller warrants that the delivery complies with the requirements set out in the specifications, drawings, calculations or other documents provided by the purchaser. If the purchaser has not provided any specifications and has specified the intended use of the goods delivered, the seller warrants that the goods delivered are suitable for the purpose specified by the purchaser.
- c. The seller guarantees that the goods delivered comply with the statutory requirements and government regulations applicable in the Netherlands.
- d. If, in the purchaser's opinion, the goods delivered do not comply with the guarantee and the purchaser has notified the seller of this in writing, the seller shall, at the purchaser's discretion, either replace the goods delivered free of charge or, insofar as this is possible given the nature of the goods delivered, repair them free of charge.
- e. If the agreement concerns goods considered to be durable, such as machinery and related items or moulds, the warranty for construction or design faults, as well as for materials used, is not limited in time.

Article 10 Liability

- a. The seller shall be liable for all direct and indirect damage, including all extrajudicial and judicial costs (expressly including all legal fees), suffered by the purchaser or by third parties as a result of the seller's performance of the agreement, or as a result of the purchaser's use of the goods delivered.
- b. The seller indemnifies the purchaser against liability towards third parties for damage caused by the goods delivered by the seller, including product liability, even where the goods delivered have been processed, as well as where the damage is caused by defective products manufactured using or from the goods delivered by the seller and the defect is caused by the goods delivered by the seller.
- c. The purchaser excludes any liability and/or strict liability for direct damage, indirect damage, consequential damage, business interruption, loss of profit, lost savings, reduced goodwill, damage due to business interruption, corruption or loss of data, damage to crops and all other forms of direct and/or indirect damage caused by the purchaser and/or its subordinates and/or auxiliary persons engaged by it, unless the damage is the result of intent or willful recklessness.
- d. Should the exclusion of liability in the previous paragraph not hold, compensation shall be limited to a maximum of the invoice amount of the contract (excluding VAT) from which the liability arises, or at least to that part of the invoice to which the liability relates. Compensation for the damage shall in any event be limited to the amount paid out by the purchaser's liability insurer in the relevant case, plus the amount of the excess which, under the applicable insurance policy, is to be borne by the purchaser in the relevant case.



Article 11 Changes to supplied goods and partial delivery

- a. The seller is not permitted to supply modified goods, or goods that deviate from the agreed or specified specifications or characteristics, or to make deliveries that deviate in terms of weight or quantity, without the prior written consent of the purchaser.
- b. The seller is only permitted to make partial deliveries with the prior written consent of the purchaser. However, partial deliveries shall be invoiced as a single transaction.

Article 12 Manuals, certificates etc.

- a. The seller shall supply drawings, manuals and parts lists with the moulds. The purchaser shall also be the owner of these.
- b. Raw materials must be supplied with a certificate (data sheet, MSDS or similar). A certificate must be provided for each product. The certificate must be issued by the manufacturer and must contain details regarding the product's properties.
- c. The certificate must also explicitly contain information regarding the product's safety, health and environmental properties, as well as the regulations and instructions concerning the handling and use of the product in this context.
- d. Other products must be accompanied by product documentation.

Article 13 Payment

The purchaser shall pay for the goods within 30 days of receiving the invoice. This payment term is not a strict deadline. If the goods are delivered after this date, the 30-day period shall commence upon receipt of all goods.

Article 14 Intellectual property

- a. The purchaser's intellectual property rights to the drawings, (three-dimensional) models, moulds, stamps, forms, dies, CAE/CAD models and other computer programs, as well as all other documents made available to the seller by the purchaser for the performance of the agreement, shall remain vested in the purchaser and may only be used by the seller for the performance of the agreement. The seller must return the items referred to in the first sentence to the purchaser immediately upon the purchaser's first request to that effect. The seller is not permitted to reproduce or cause to be reproduced the items referred to in the first sentence, to make them available to third parties, or to use them for themselves or for third parties.
- b. Where intellectual property rights arise during the performance of the agreement, such intellectual property rights, including copyright, shall vest in the purchaser. Insofar as intellectual property rights vest in the seller by operation of law, the seller hereby assigns these intellectual property rights to the purchaser in advance and, if necessary, shall cooperate with this assignment; furthermore, the seller hereby grants the purchaser a power of attorney in advance, enabling the purchaser to take all necessary steps to ensure that the intellectual property rights vest in the purchaser. To the extent permitted by law, the seller waives any moral rights that remain vested in the seller.
- c. If the purchaser grants the seller a right of use, this shall always be on the basis of a non-exclusive and non-transferable license, which is limited to the agreed use.
- d. The seller warrants that the goods supplied do not infringe any intellectual property rights of third parties. The seller shall indemnify the purchaser against any claims by third parties arising therefrom.
- e. In the event of a breach of paragraphs a to d of this article, the seller shall, without any notice of default being required, owe the purchaser a lump-sum penalty of €50,000.00 per breach and, furthermore, €5,000.00 for each day that the breach continues, up to a maximum of €100,000.00, without prejudice to the purchaser's right to claim full compensation, including interest and costs. Any penalty paid or due shall not be set off against any compensation, including interest and costs, that may be due. The purchaser and the seller hereby expressly deviate from the provisions of Article 92(2) of Book 6 of the Civil Code.

Article 15 Confidentiality and privacy

- a. The seller shall maintain strict confidentiality regarding all information and know-how disclosed to it or otherwise brought to its attention during the performance of the agreement, as well as all matters relating to products and the purchaser's business operations in general that come to its attention during the performance of the agreement.
- b. The seller shall impose the same duty of confidentiality on itself, its employees and any third parties engaged by it.
- c. Without the purchaser's express consent, the seller is not permitted to refer to orders placed by the purchaser in publications or advertisements, nor to refer in any other way to the present order, which shall also be understood to include the display of goods to be delivered.
- d. In the event of a breach of paragraphs a to c of this article, the seller shall, without any notice of default being required, be liable to pay a lump-sum penalty of €50,000.00 per breach and, furthermore, €5,000.00 for each day that the breach continues, up to a maximum of €100,000.00, without prejudice to the purchaser's right to claim



- full compensation for damages, including interest and costs. Any penalty paid or due shall not be set off against any compensation for damages, including interest and costs, that may be due. The purchaser and the seller hereby expressly deviate from the provisions of Article 92(2) of Book 6 of the Dutch Civil Code.
- e. If, in the performance of the agreement, personal data as referred to in the General Data Protection Regulation is processed by the purchaser or by the seller, the purchaser and the seller shall – if required by the General Data Protection Regulation – agree in writing on a data processing agreement that complies with the provisions of the General Data Protection Regulation.
 - f. The seller indemnifies the purchaser against any administrative sanctions, remedial sanctions and punitive sanctions imposed on the seller in connection with processing carried out by the purchaser in the performance of the Agreement.

Article 16 Termination

- a. If the seller fails in any way to fulfil an obligation arising from any agreement with the purchaser, the purchaser shall, notwithstanding anything else stated in these terms and conditions of purchase, entitled to terminate the agreement, in whole or in part, without judicial intervention, by means of a registered letter setting out the grounds for termination, without being obliged to pay any compensation to the seller. The purchaser is, however, entitled to claim all damages suffered as a result of the seller's failure to perform.
- b. In the event of bankruptcy or suspension of payments, or where the purchaser has good grounds to believe that the seller is unable to perform the agreement, the purchaser is entitled to terminate the agreement in the manner described in the preceding paragraph.

Article 17 Applicable law

Every agreement between purchaser and seller is governed exclusively by Dutch law. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.

Article 18 Choice of forum

Any dispute arising from a contract between the purchaser and the seller shall be submitted exclusively to the competent court in the district where the purchaser is domiciled. However, the purchaser shall at all times retain the right to bring proceedings against the seller before the court having jurisdiction under the law or the applicable international convention.