



## General purchasing conditions of Coöperatie AVEBE U.A.

### I General Provisions

#### General

1. 'Avebe' is defined as Coöperatie AVEBE U.A. with registered address at Prins Hendrikplein 20, 9641 GK in Veendam, the Netherlands and makes use of these purchasing conditions.
2. The 'supplier' is defined as the party that delivers goods and/or services to Avebe.

#### Price, payment and security for advance payment

3. All costs to be incurred by the supplier in connection with the conclusion of an agreement with Avebe are for the supplier's account.
4. The agreed price is "all inclusive" and therefore includes, among other things, all costs and rights relating to packaging, inspections, tests, certificates, levies, etc. For the provision of services, the price includes, among other things, travel and accommodation expenses, travelling hours, office costs, meal costs and other overhead costs. Third-party costs may only be charged on with Avebe's prior consent.
5. Payment is made in arrears, after delivery of the goods and/or the performance of the services, with a payment term of 60 days following receipt of a correctly specified invoice, with the correct Avebe references.
6. Avebe's payment of the invoice in no way implies the waiver of any right under the agreement, these conditions or the law. Payment cannot be regarded as any acknowledgement by Avebe of the soundness of the goods delivered or services rendered and does not relieve the supplier of any liability in this respect.
7. If full or partial advance payment has been agreed, Avebe will be entitled at any time to require the supplier to provide a bank or corporate guarantee to Avebe's satisfaction as security.

### II Delivery of goods

8. The articles 9 to 27 are applicable in addition to the aforementioned articles of section I and apply to agreements under which Avebe purchases goods from the supplier.

#### Delivery and packaging

9. Unless otherwise agreed, delivery will be made on a DDP basis (Delivered Duty Paid, in accordance with the Incoterms 2010) at the place indicated by Avebe.
10. If goods are delivered in bulk (bulk goods), Avebe is entitled to calculate the price of the delivery on the basis of the measurements made by Avebe on its own measuring and weighing bridges and calibration tables or those it has designated for this purpose.
11. The goods to be delivered must be packed in accordance with all applicable national and international regulations and guidelines, and in accordance with Avebe's instructions. The packaging must be such that the goods are protected against external influences.
12. Unless otherwise agreed, the delivery period commences when the agreement is concluded. Agreed delivery terms and delivery dates are firm deadlines and dates.

#### Transfer of risk and ownership

13. The supplier guarantees that the full and unencumbered ownership of the goods is delivered.
14. The goods to be delivered remain at the expense and risk of the supplier until they have been delivered (according to the applicable Incoterms).
15. Ownership passes from the supplier to Avebe at the time of delivery, unless otherwise agreed or if the goods are rejected by Avebe in accordance with article 17 (inspection and quality control). If goods are rejected, those goods remain the property of the supplier.



### **Documentation, parts and tools**

16. At the same time as the goods to be delivered, the supplier shall also deliver and transfer ownership of the following:
  - a. All accompanying documents, such as drawings, manuals, certificates and test reports.
  - b. All computer programs and user rights belonging to the goods.
  - c. All tools and spare parts belonging to the goods.
  - d. All other items which, according to generally accepted standards, belong to the goods.

### **Inspection and quality control**

17. Avebe has the right to inspect, check or test goods delivered or to be delivered, either by its own actions or by engaging a third party, regardless of where the goods are located, and the supplier will cooperate in this.
18. The costs of the inspection, checking and testing shall be borne by the supplier if it appears that the goods do not meet the specifications or requirements as mentioned in article 25 and 26 (warranty).
19. Avebe can request a sample of the item to be delivered or delivered, free of charge.
20. The supplier acknowledges that Avebe is not obliged to carry out an entry inspection and the failure to carry out an entry inspection shall not affect Avebe's rights.
21. Avebe may reject the goods if they do not meet the specifications, the provisions of these conditions or warranties mentioned in article 25 and 26. Avebe may, at its sole discretion, reject all or part of a shipment or production batch.
22. If Avebe rejects goods, it will not be liable for any payment for the rejected part of the delivery.
23. Avebe will store the rejected goods (or have them stored) at the expense and risk of the supplier and the supplier is obliged to reimburse Avebe for all costs in connection with this.
24. The supplier will collect the rejected goods within two days of being requested to do so by Avebe, or indicate to Avebe what should be done with the rejected goods. If Avebe does not receive any instructions, Avebe may act as it deems appropriate with regard to the rejected goods. All costs relating to the rejected goods shall be reimbursed by the supplier to Avebe on first request, without prejudice to Avebe's right to compensation.

### **Warranty**

25. The supplier guarantees that the goods and the accompanying documents, parts and tools (article 16) meet the specifications, characteristics and requirements that have been agreed and that can be made or are customary in the trade for these goods.
26. The supplier guarantees that the items are suitable for their intended purpose and can be used and processed for that purpose and are of high and durable quality.

### **III Provision of services and completion of orders**

27. Articles 28 to 33 apply in addition to the aforementioned articles of Section I and are applicable to agreements relating to the supply of services and/or the execution of assignments that Avebe obtains from or through the supplier.



### **Implementation**

28. The supplier must provide the service and/or complete the order as agreed and within the agreed term. Agreed delivery terms and delivery dates are firm deadlines.
29. When, in the opinion of the supplier, the work has been completed, the supplier informs Avebe of this in writing. Within 14 days of this notification, Avebe will indicate to the supplier whether or not it accepts the goods or services delivered. Taking a work into use cannot be regarded as its acceptance. By accepting the work, Avebe's rights with regard to any deficiencies do not lapse, regardless of whether it knew or should have known of those deficiencies at the time of acceptance and regardless of whether or not it reported them to the supplier.

### **Warranty**

30. The supplier guarantees that the services performed are in accordance with the terms and specifications of the agreement, including all changes agreed in writing, work orders and related documents.
31. The supplier guarantees that the services and work will be performed in a professional and careful manner, in accordance with generally accepted professional standards, procedures and practices and legal requirements and conditions.
32. The supplier guarantees that all work will be carried out in compliance with all legal requirements concerning the payment of social security contributions and taxes, safety, environment, hygiene, etc. All fines and damages resulting from non-compliance with these provisions shall be borne by the supplier.

### **IV Other provisions**

33. Articles 34 ff. apply to both agreements for the supply of goods (Section II) and agreements for the provision of services and/or the completion of orders (Section III). Where inconsistencies arise between those Articles and the Articles of Section II or III, Section II or III shall prevail.

### **Documentation and specifications**

34. All drawings, designs, models, moulds, documentation, software, specifications etc. (hereinafter referred to as "documentation and specifications"), in whatever form, made available by Avebe to the supplier, remain the property of Avebe.
35. The supplier is obliged to return this documentation and specification at Avebe's first request, but in any event on termination of the agreement.
36. The supplier is obliged to keep the documentation and specifications in good condition. The supplier is responsible for any damage to the documentation and specifications.
37. The supplier must clearly identify the documentation and specifications received as the property of Avebe and immediately inform Avebe of any loss of the documentation and specifications.
38. The supplier shall not use the documentation and specifications for purposes other than those for which they have been made available and shall not reproduce them, either in whole or in part, make them available to third parties or make them available for inspection by third parties, in any way whatsoever.

### **Intellectual and industrial property rights**

39. The supplier guarantees that the goods delivered and the services rendered, including their use, are free of and do not infringe any intellectual or industrial property right (belonging to a third party) and indemnifies Avebe at its first request against claims from third parties and shall fully compensate Avebe for damage and costs in connection with those claims.



### **Confidentiality**

40. The supplier is obliged to protect the secrecy of everything that becomes known to him concerning the business of Avebe in the context of the performance of the agreement, all this in the broadest sense, and to stipulate the same with regard to personnel and/or third parties that he involves in the performance of the agreement.
41. The supplier is prohibited from using any information relating to Avebe's business for its own business, including product specifications and manufacturing processes, except where and to the extent necessary for the performance of the agreement with Avebe.
42. The supplier shall refrain from any form of publicity with regard to the agreement or the cooperation.

### **On-site instructions**

43. The supplier must at all times comply with the rules and regulations that apply at the Avebe locations.

### **Indemnification**

44. Avebe is not liable for any losses suffered by the supplier, of whatever nature, in whatever way arising during the negotiation and performance of the agreement. Nor is Avebe liable for any losses, of any nature, in whatever way arising from employees of the supplier or third parties engaged for the performance of the agreement. At Avebe's first request, the supplier shall indemnify Avebe against claims of third parties in connection with the actual or potential agreement and shall fully pay Avebe's damages and costs in connection with those claims and shall compensate Avebe at Avebe's first request.

### **Termination**

45. Avebe has the right to terminate the agreement by means of a written statement, with immediate effect, if:
  - a. the supplier fails to meet his obligations arising from or otherwise related to the agreement or meet them in full, on time or properly.
  - b. the supplier is declared bankrupt or has been granted suspension of payment, has filed for suspension of payment or bankruptcy, liquidates his business, offers a settlement, if all or some of his assets are seized or he is otherwise found to be insolvent;
  - c. significant material changes are made to the direct or indirect ownership or control relationships in the supplier's business.In these cases Avebe retains all of its rights to compensation of costs, damages and interest.
46. Avebe is entitled to terminate the agreement at any time, for whatever reason, subject to a reasonable notice period.
47. Avebe is not liable for any damages whatsoever in the event of premature termination.

### **Applicable law and competent court**

48. Dutch law applies to all obligations between Avebe and the supplier, including those arising from unlawful acts, to the exclusion of the Vienna Sales Convention.
49. All disputes between Avebe and the supplier shall in the first instance be submitted to the District Court of the Northern Netherlands in Groningen.