

## GENERAL TERMS AND CONDITIONS OF PURCHASE

- Applicable terms and conditions.** These General Conditions of Purchase shall apply to all transactions involving the purchase of goods, materials and services ("deliveries") for Dieseko Group BV or its subsidiaries ("Dieseko Group"). Any deviations from or supplements to these General Conditions of Purchase shall require the explicit written consent of the Dieseko Group. The agreements specified in the purchase order shall take precedence over the relevant articles such as stipulated in the Conditions of Purchase.
- Orders and order confirmations.** Dieseko Group shall reserve the right to revoke any purchase order that it places if the supplier does not confirm the order within two weeks of receiving it. If the order confirmation deviates from the original order, the Dieseko Group shall only be bound by the order confirmation if this has been expressly accepted in writing. If the Dieseko Group accepts any deliveries or services or makes any payments in respect of them, this shall not imply acknowledgement of any deviations.
- Quality and quantity of deliveries.** The supplier shall guarantee that deliveries:
  - contain top-quality items and are free from defects on delivery and, in the event that any work is carried out, that it is performed by expert staff using new materials;
  - fully comply with the stipulations contained in the agreement, the specifications provided, any subsequent agreements recorded in writing and the reasonable expectations of the Dieseko Group with regard to the features, quality and reliability of the deliveries;
  - are suitable for the purpose of the delivery based on the nature of the item or as stipulated by the order;
  - comply with the applicable statutory requirements in the Netherlands and any other national or (international) government regulations;
  - comply with the EC marking or the EC declaration of conformity for machinery/safety components or "manufacturer's declaration" in accordance with EU directives; the supplier shall provide a declaration of conformity. If the agreement refers to technical, safety or quality regulations or any other regulations and to documents that are not attached to the agreement, the supplier shall be deemed to be familiar with them unless it informs the Dieseko Group to the contrary immediately, in writing.  
The Dieseko Group shall in this case provide the supplier with further information on these regulations and documents. The supplier shall ensure, at its expense, that the permits, authorizations or licences required to perform the agreement are obtained in a timely manner and shall ensure compliance with the conditions contained therein.
- Intellectual property rights; licences.** If the deliveries or their accompanying documentation are covered by any intellectual property rights, the Dieseko Group shall obtain the right of use, free of charge, by way of a non-exclusive, worldwide, perpetual licence. The Dieseko Group shall acquire any intellectual property rights that arise as a result of carrying out the delivery by the supplier, its personnel or third parties engaged by the supplier in carrying out the agreement. At the first request of the Dieseko Group, the supplier shall take whatever action is required to acquire and secure these rights. The supplier guarantees that the delivery shall not infringe on the intellectual property rights of third parties. The supplier shall indemnify the Dieseko Group against any claims by third parties due to (alleged) infringements in this regard and shall reimburse the Dieseko Group for any losses, which it suffers as a result.
- Packaging and shipping.** The supplier shall package the items to be delivered as economically, safely and carefully as possible and in such a way that the consignment is easy to handle while it is being transported and unloaded. The supplier shall ensure that the delivery arrives at its destination in good condition. To encourage the re-use of packaging, neutral packaging which is free from any printing shall be used wherever possible. Packaging shall be suitable for re-use or recycling. In accordance with Directive 2000/29/EC, deliveries from the United States, Canada, China and Japan that use wooden packaging material (pallets, crates, etc.) shall be disinfected before entering the European Union. The Dieseko Group explicitly states that all goods purchased by the Dieseko Group that come under the law on the transport of hazardous substances and similar legislation shall be treated as such. The supplier of the goods shall be responsible for concluding the appropriate insurance policy with respect to transportation and for providing all of the materials and/or documents, etc. for such transportation. If the supplier fails to comply with this, the Dieseko Group shall recover any loss from the supplier. Any special packaging that needs to be returned to the supplier shall be marked as such. The supplier shall specify on the consignment the Dieseko Group purchase order number and the number of packages as well as the correct name and address details for the delivery. The outside of the package shall be fitted with a packing list specifying the contents of the shipment. The Dieseko Group may refuse any delivery that does not meet these requirements.
- Deliveries.** Deliveries shall be made "Delivery Duty Paid" in accordance with Incoterms 2010 and without prejudice to the provisions contained in these General Conditions. Any delivery date(s) pursuant to the agreement shall be strict and final deadlines applying to the entire delivery including any accompanying drawings or other documents. The supplier shall inform the Dieseko Group without delay as to any circumstances likely to lead to the exceeding of (an) agreed delivery date(s) or time(s). If the supplier fails to meet (an) agreed delivery date(s) or time(s), the Dieseko Group shall be entitled to impose on the supplier a penalty of one per cent of the delivery price per calendar week or part thereof without prior notice of default up to a maximum of 10 per cent, which shall be immediately payable on the day on which this is imposed. The imposing, collecting or offsetting of this penalty shall not affect the Dieseko Group's right to performance of the agreement, compensation or dissolution.
- Inspections.** The Dieseko Group shall be entitled to have officials whom it designates inspect or audit the delivery on the supplier's premises before it is sent out for delivery. The supplier shall lend all necessary cooperation in this regard. The supplier cannot derive any rights in advance from the results of an inspection. The Dieseko Group shall be entitled to inspect the delivery on presentation at the agreed location prior to acceptance. If the delivery is rejected, the Dieseko Group shall inform the supplier of this and the Dieseko Group may choose to have the delivery replaced or repaired or to proceed with dissolving or terminating the agreement. This shall not affect the Dieseko Group's right to compensation. The supplier shall bear any costs associated with inspections and re-inspections except for those costs pertaining to inspection officials designated by the Dieseko Group.

8. **Transfer of ownership and risk.** Deliveries shall be at the risk of the supplier until they arrive at the agreed location, are unloaded and are accepted in writing on behalf of the Dieseko Group by an authorized person who states his or her name. Ownership of the delivery shall be transferred to the Dieseko Group on delivery. Any models, imprints, moulds, casts, containers, gauges, drawings, etc. that the supplier procures or manufactures for the purpose of the delivery shall be deemed to have been provided to the supplier by the Dieseko Group at such time as these items are supplied to or manufactured by the supplier. If the Dieseko Group provides or is deemed to have provided the supplier with items for the purpose of the delivery, these items shall remain or become the property of the Dieseko Group and the supplier shall be required to clearly mark these items as the property of Dieseko Group while in the supplier's possession and to furnish the Dieseko Group with a declaration of ownership, if requested. Any items which are created by merging or blending or otherwise shall become the property of the Dieseko Group at such time as they are created. The supplier shall be deemed to have created the items for the Dieseko Group and shall store these items as the property of the Dieseko Group and furnish the Dieseko Group with a declaration of ownership if requested.
9. **Price, invoicing and payment.** The agreed price shall be fixed, in euros, excluding value added tax. Invoices shall be submitted listing the purchase order number, in accordance with the purchase order, specifying each position and listing the position number(s). The Dieseko Group shall be entitled to defer its payment obligation for such time as these details are missing. Any duplicates invoices shall be specified as such. The Dieseko Group shall pay invoices within 60 days of the invoice date, once the invoice has been submitted correctly unless a payment discount has been agreed or a penalty is due. Payment shall in no way imply any waiver of the right to re-examine the performance of the order. The Dieseko Group shall be entitled to offset, by way of a declaration of set-off any of its claims due against any of its debts owed to the supplier. Service invoices shall only be processed if the service report is attached to them. Invoices for any work provided shall be accompanied by an acceptance report. The Dieseko Group may demand a security deposit or bank guarantee from the supplier before it provides any goods or if a full or partial advance payment is made.
10. **Additional/less work.** The Dieseko Group shall be entitled to amend the scope of the delivery even if this results in more work or less work being performed. If the supplier is of the opinion that the amendment shall affect the agreed price or deadline, it shall notify the Dieseko Group of this immediately, in writing and in the event of additional work, it shall issue a written quote for the price and deadline for this and specify what effect it shall have on the other work to be performed by the supplier. Additional work shall only be performed after the Dieseko Group has placed an order for it in writing. In any event, additional work shall not include extra work that the supplier could or shall have performed in order to deliver the agreed service(s) and function(s) or that is the result of an attributable failure on the part of the supplier.
11. **Liability.** The supplier shall be responsible for all losses suffered by the Dieseko Group as a result of a defect or shortcoming in the delivery, a defect in the equipment or materials used to perform the agreement or as a result of an action or failure on the part of the supplier or its support staff in connection with the delivery. This supplier's liability shall be limited to EUR 2.5 million per incident except in the case of personal injury or intent or gross negligence on the part of the supplier or its managers. The supplier shall fully indemnify the Dieseko Group against any claims by third parties on account of damage caused as a result of the circumstances specified above.
12. **Dissolution.** Without prejudice to any other rights due to the Dieseko Group, the Dieseko Group shall be entitled to fully or partially dissolve the agreement by way of a written notification and without any further notice of default, if:
  - the supplier fails to comply with one or more of its obligations pursuant to the agreement;
  - the supplier is declared bankrupt, applies for suspension of payment, ceases operations or liquidates its company, if a substantial portion of its assets are seized or if it transfers its company to a third party;
  - a delivery is rejected after inspection and re-inspection. In the event of dissolution, the supplier shall continue to bear the risk associated with items already delivered. The items shall in this case remain at the supplier's disposal who shall also collect these. The supplier shall immediately refund whatever amounts the Dieseko Group has already paid in respect of the dissolved agreement.
13. **Warranty.** If it is discovered within a period of 24 months after delivery that the delivery does not comply with the provisions of article 3 of these General Conditions, the supplier shall, at its expense, replace, repair or repeat the delivery within two weeks, on first request and at the discretion of the Dieseko Group without prejudice to the Dieseko Group's other legal rights. If the supplier remains in default in complying with its warranty obligations, the Dieseko Group shall be entitled, at the supplier's expense to proceed with replacing, repairing or repeating the delivery with or without the assistance of third parties. If the Dieseko Group exercises this right, it shall give the supplier as much advance notice as possible. Any parts of a delivery which are replaced, repaired or repeated shall also be covered by a warranty as specified above.
14. **Instructions.** The supplier shall inform and instruct Dieseko properly, in writing and promptly with respect to any special treatment, storage, transport, processing, use and/or maintenance of goods, which is required or beneficial to (i) the safety, health and environment of the Dieseko Group, its employees or other involved persons and/or (ii) the integrity, quality, functioning and lifespan of the goods.
15. **Confidentiality and duty to inform.** The supplier shall furnish the Dieseko Group with all information pertaining to the delivery which could be of importance to the Dieseko Group. The supplier shall not disclose confidential information about the delivery to any of its own employees who are not involved in the delivery or to third parties unless the Dieseko Group has given its advance written consent to do so. The supplier shall not be permitted to use the Dieseko Group's name in advertisements and other commercial messages without the prior written consent of the Dieseko Group.
16. **Transfer of rights and obligations; outsourcing.** The supplier shall not outsource the delivery or portions thereof to third parties nor shall it fully or partially transfer to third parties any of its rights and obligations under the agreement without the prior written consent of the Dieseko Group.
17. **Applicable law, disputes.** Any agreements between the Dieseko Group and the supplier shall be governed by Dutch law to the exclusion of the Convention on Contracts for the International Sale of Goods ("the Vienna Convention" or "CISG"). Any disputes between the Dieseko Group and the supplier shall only be settled by the competent court in the district of Dordrecht.