

General Terms and conditions of Purchase of goods (Wesealit B.V. / 07-16 GTP)

1. **Scope**

These General Terms and Conditions of purchase of goods and services shall apply to requests for quotations, orders and purchase contracts, by Wesealit.

1.1 Definitions

In these terms and conditions the here under mentioned terms shall have the following meaning:

- “Supplier” : The person or company who has signed a contract with Wesealit for the delivery of goods and/or services.
- “Wesealit” : Wesealit B.V.
- “Services” : The services supplier, according to the contract undertakes to deliver, is delivering or has delivered to Wesealit.
- “Products” : The goods or combination of goods that supplier, according to the contract undertakes to deliver, is delivering or has delivered to Wesealit.
- “Contract” : a contract of sale between Wesealit and supplier for the delivery of products or services.

1.2 The general terms and conditions of supplier are explicitly excluded.

2. **Contract**

2.1 The contract shall become effective upon the written order confirmation by Wesealit.

3. **Delivery Time**

3.1 Supplier is held to deliver the goods and/or services at the agreed date. If supplier expects to encounter delay in delivery he shall inform Wesealit forthwith.

4. **Delivery and product information.**

4.1 Supplier shall deliver the goods free of charge at the agreed upon location.

4.2 Supplier shall submit all information pertaining to and necessary for to the proper use and/or handling of the goods.

5. **Transfer of ownership**

5.1 Ownership of and risk for the goods shall transfer to Wesealit upon delivery and acceptance of same at the agreed upon location

6. **Price**

6.1 The (unit) price mentioned in the order or the contract is fixed and includes all costs, including risk and profit.

6.2 The price in the order or contract shall be in Euro currency, unless otherwise agreed upon.

7. Payment

- 7.1 Payment will follow 30 days after delivery of the ordered goods, respectively upon completion of part deliveries or, in case the invoice is received at a later date, within 30 days upon receipt of the invoice.

8 Standard, quality, liability and penalty

- 8.1 All goods and/or products delivered, must conform to the customary standard of the Dutch Standardization Institute as well as all legal requirements, unless otherwise agreed upon, as applicable at the time of the formal conclusion of the order.
- 8.2 The goods/products to be delivered shall comply with the description and specifications stipulated in the contract and in general be suitable for the purpose intended by Wesealit and shall meet the customary quality- and safety standards requirements.
- 8.3 Supplier absolves Wesealit of any and all liability towards third parties for damages as a result of default or vice of the delivered goods, with the exclusion of defaults caused by goods used or altered by Wesealit.
- 8.4 In case the agreed delivery time is surpassed, a penalty shall apply of 1% of the agreed upon contract price per week of delay, with a maximum of 10%, notwithstanding the stipulation inc article 12.3

9 Guarantee

- 9.1 The guarantee period is 12 months. The guarantee period becomes effective when the goods and/or products are put into use.
- 9.2 If Wesealit notifies supplier of any default to the delivered goods and/or products within the period of guarantee, supplier shall immediately and without delay replace or repair the goods and/or products, at the discretion of Wesealit without any costs to Wesealit. These costs shall include assembly, disassembly, transport and costs of testing.
- 9.3 In case of emergency situations or, in case the supplier despite written summation fails to comply with these guarantee stipulations, Wesealit may perform or order reparations for third parties at the expense of supplier. This without prejudice towards the general guarantee conditions.
- 9.4 These guarantee conditions shall apply in addition to any and all rights that befall Wesealit by virtue of the law for non-, untimely or inappropriate fulfilment of the obligations of the supplier.

10 Industrial Property

- 10.1 Under no circumstance may the delivered goods and/or products infringe on any patent, patent application, licences, copyright, registered drawings or designs, trade name or trademark. Supplier absolves Wesealit of any expenses including legal and extra-legal expenses resulting from a claim of such nature.

11. Force Majeure

- 11.1 If, as a result of force majeure supplier is not capable to execute his commitment, Wesealit shall only recognize payment(s) for delivery up to the moment of the occurrence of the force majeure. Force majeure in this context shall mean, an Act of God, War, insurrections, civil commotion and/or strike(s). Failure to comply on the part of possible sub-suppliers shall not be considered a force majeure.

12 Termination

- 12.1 If supplier fails to comply with his obligations, as a result of causes not considered force majeure or, upon bankruptcy, insolvency and/or liquidation, he shall be considered in breach of the contract and Wesealit has the right to terminate fully or partially the contract without legal interference by means of a written notification. Wesealit may suspend its commitment wholly or partially without any compensation on the part of Wesealit, notwithstanding the right of Wesealit for compensation for damages as a result of the non-compliance.
- 12.2 In the case of delivery after the agreed upon period Wesealit reserves the right to terminate the contract fully or partially without legal interference by means of a written notification. In case of termination Wesealit has the right to return received goods for account and risk of supplier or reject delivery of goods. Payments already affected shall be forthwith refunded after deduction of the value of goods retained by Wesealit, if any.
- 12.3 In the case of delivery after the agreed upon period supplier shall be liable for all damages resulting from delayed delivery by Wesealit and/or a third party. Such damage shall include all expenses made to substitute the delayed goods

13 Concluding provisions

- 13.1 All disputes arising from the contract shall be presented to a competent Judge at. A dispute however, does not absolve supplier of his obligation to comply with the contract.
- 13.2 The contract is subject to Dutch Law.
- 13.3 If a competent judge rules any condition of these general conditions as inadmissible and void, parties agree to apply another condition of these general conditions that meets the intention of the void condition and is admissible.
- 13.4 These general terms and conditions are a translation of the Dutch General terms and conditions of sale Wesealit B.V. / 07-16 AIV). In case of dispute the Dutch text shall be leading and overrule the English version.

Terms registered at the Chamber of Commerce at Enschede under number 63355248.