

TRIQUA INTERNATIONAL BV GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS

Clause 1

Definitions

TRIQUA INTERNATIONAL BV: TRIQUA INTERNATIONAL BV and each of its subsidiary companies, as defined in Section 2:24a of the Dutch Civil Code, as well as each company that is affiliated with TRIQUA INTERNATIONAL BV in a group, as defined in Section 2:24b of the Dutch Civil Code, and each company in which TRIQUA INTERNATIONAL BV holds a participating interest, as defined in Section 2:24c of the Dutch Civil Code;

Supplier: the party making an offer to TRIQUA INTERNATIONAL BV or entering into an Agreement with TRIQUA INTERNATIONAL BV;

Agreement: the agreement between TRIQUA INTERNATIONAL BV and the Supplier governed by these General Terms and Conditions;

Goods: goods and/or any associated services;

written order to the Supplier.

- 3.4 If a price quotation is followed by a verbal order which conforms to the quotation, the Agreement shall be deemed to have been concluded with the placing of the verbal order. In such an event, the order shall not be executed until such moment as TRIQUA INTERNATIONAL BV dispatches written confirmation, except in circumstances where TRIQUA INTERNATIONAL BV has communicated an order number to the Supplier at the moment the Agreement is entered into.
- 3.5 The Supplier shall confirm the order in writing whenever TRIQUA INTERNATIONAL BV so requests, in which case the Supplier shall be obliged to provide any such confirmation within fourteen (14) days.
- 3.6 Where orders are to be fulfilled under a master agreement, an Agreement shall be deemed to have been concluded whenever TRIQUA INTERNATIONAL BV dispatches a relevant order for a (partial) delivery of Goods under the master agreement.
- 3.7 Any of the procedures described above may also be implemented using electronic messages (such as EDI or Email) or fax messages, and any such messages shall be regarded as written communications.
- 3.8 Unless agreed otherwise in writing, all plans, drawings, models, specifications, instructions, inspection requirements and the like provided or approved by TRIQUA INTERNATIONAL BV for the performance of the Agreement, irrespective of their form and regardless of whether they were provided or approved before or after the Agreement was entered into, shall also constitute part of the Agreement.

Clause 2

Scope

- 2.1 These General Terms and Conditions shall govern all requests for quotations, offers and Agreements in which TRIQUA INTERNATIONAL BV acts as the purchaser of Goods.
- 2.2 Applicability of the Supplier's general terms and conditions of delivery or any other terms and conditions adopted by the Supplier is hereby expressly excluded.
- 2.3 Any departures from these General Terms and Conditions shall be valid only if agreed in writing between TRIQUA INTERNATIONAL BV and the Supplier.
- 2.4 These General Terms and Conditions are available for inspection at the offices of TRIQUA INTERNATIONAL BV and shall be furnished on request at no cost.

Clause 4

Prices

Clause 3

Quotations, Offers, Agreements

- 3.1 Unless otherwise agreed in writing, all price quotations and offers issued or made by the Supplier shall be irrevocable.
- 3.2 Price quotations and offers shall remain valid for thirty (30) days from the time of their receipt by TRIQUA INTERNATIONAL BV, unless a specific request for a price quotation or offer states a different term.
- 3.3 If a price quotation or offer issued by the Supplier is followed by a written order, the Agreement shall be deemed to have been concluded with TRIQUA INTERNATIONAL BV's dispatch of the

- 4.1 Prices shall be fixed and, unless otherwise agreed in writing, are expressed in Euros and exclusive of value added tax. The Supplier shall be liable for all taxes and levies due in respect of the Goods supplied.
- 4.2 Unless agreed otherwise in writing, prices shall include all costs relating to the Supplier's performance of its obligations, including the costs of transport, clearing, insurance and packaging (except for any loan packaging).
- 4.3 If the prices generally charged by the Supplier for the Goods supplied to TRIQUA INTERNATIONAL BV are lowered at any time during the term of the Agreement, the prices charged to TRIQUA INTERNATIONAL BV shall be decreased accordingly. No such price decrease shall be deducted from any discounts that may have been agreed.

- 4.4 Should the Supplier systematically charge its customers lower prices or agree on higher discount rates for goods similar in nature and quantity as the Goods supplied to TRIQUA INTERNATIONAL BV at any time during the term of the Agreement, the Supplier shall duly inform TRIQUA INTERNATIONAL BV thereof.
- If such a situation occurs, the prices to be paid by TRIQUA INTERNATIONAL BV for the Goods under the Agreement shall be set at the relevant lower level, and the discounts granted shall be set at the relevant higher level. These changes shall take effect as of the date on which the Supplier charges the lower prices or, as the case may, grants the higher discount rates.
- 4.5 For the purpose of negotiating volume discounts, TRIQUA INTERNATIONAL BV shall be understood to include each of its subsidiary companies, as defined in Section 2:24a of the Dutch Civil Code, as well as each company that is affiliated with TRIQUA INTERNATIONAL BV in a group, as defined in Section 2:24b of the Dutch Civil Code, and each company in which TRIQUA INTERNATIONAL BV holds a participating interest, as defined in Section 2:24c of the Dutch Civil Code.
- 4.6 Volume discounts as referred to in Clause 4.5 shall be agreed based on the aggregate purchase amounts of TRIQUA INTERNATIONAL BV.
- 4.7 The Supplier acknowledges that TRIQUA INTERNATIONAL BV and the entities referred to above are separate legal entities that are not in any way liable for each others purchases and actions.

Clause 5 Delivery

- 5.1 In this Clause, the term 'delivery' shall be understood to also include partial deliveries. Partial deliveries shall be permitted only if expressly authorised by TRIQUA INTERNATIONAL BV in writing.
- 5.2 Delivery shall take place at the agreed time and place, in accordance with the applicable Incoterms. All terms of delivery reported by the Supplier shall be of the essence, unless the Agreement provides otherwise. When exceeding a term of delivery, the Supplier shall be in default immediately.
- 5.3 If any of the Goods are not delivered at the agreed place or within the agreed term of delivery, or if any Goods fail to conform to the Agreement, the Supplier shall be liable, without any prior warning or notice being required, to pay TRIQUA INTERNATIONAL BV such a penalty as shall be stipulated in the Agreement.
- The penalty shall be payable to TRIQUA INTERNATIONAL BV on first demand and without prejudice to any other rights or remedies vested in TRIQUA INTERNATIONAL BV, including the right to demand specific performance of the obligation to deliver Goods that conform to the Agreement and the right to claim damages in so far as the actual loss or damage exceeds the amount of the penalty.
- Any penalty that may be due by the Supplier shall be deducted from the amounts payable by TRIQUA INTERNATIONAL BV, regardless of whether or not the claim for payment has been assigned to any

third party.

- 5.4 As soon as the Supplier becomes aware or suspects that it will be unable to meet the terms of the Agreement, the Supplier shall send written notice to TRIQUA INTERNATIONAL BV without delay. Any such notice shall indicate why the Supplier cannot or may not be able to meet its obligations. The Supplier and TRIQUA INTERNATIONAL BV shall thereafter discuss how further to proceed, it being understood that the final decision in this regard shall lie with TRIQUA INTERNATIONAL BV, without prejudice to the rights vested in TRIQUA INTERNATIONAL BV by law or under the Agreement.
- 5.5 Should TRIQUA INTERNATIONAL BV be unable to accept delivery of the ordered Goods at the agreed time for any reason other than the quality of the Goods, TRIQUA INTERNATIONAL BV shall not be considered to be in default. The risk of loss or damage shall remain with the Supplier in that event, and the Supplier shall store, protect and insure the Goods, identifiable as TRIQUA INTERNATIONAL BV's property (such in departure from the provisions of Clause 9.1), to the satisfaction of TRIQUA INTERNATIONAL BV in exchange for a negotiable fee.
- 5.6 While the Goods are in storage, the Supplier shall, in exchange for a fee to be agreed in writing, take all reasonable measures to prevent any deterioration in the quality of the Goods.
- 5.7 Deliveries made by the Supplier shall be accompanied by all the available information required for a proper use of the Goods and by all inspection, testing, examination and warranty certificates and documents that may be available.
- 5.8 The Supplier shall duly observe all company and safety rules that are in force at TRIQUA INTERNATIONAL BV, as well as all such other regulations and house rules as may be applicable to the Supplier. TRIQUA INTERNATIONAL BV shall provide the Supplier with copies of such rules on request.
- 5.9 No inspection, testing or examination of the Goods under the terms of Clause 13 shall be construed as constituting delivery, acceptance or any transfer of the risks of loss or damage.

Clause 6 Quality and Warranties

- 6.1 The Supplier warrants that the Goods supplied conform to the agreed specifications and shall hence be new (unless agreed otherwise in writing), free of defects, fit for their intended purpose and in compliance with all relevant legal and governmental requirements and with the safety and quality standards applicable within the industry.
- 6.2 The Supplier's warranty on the Goods shall be valid for 18 months after delivery c.q. 12 months after initial start up. Expiry of the warranty term shall not, however, prejudice any of the rights conferred on TRIQUA INTERNATIONAL BV by law or under the Agreement. While effective, the agreed warranty shall involve at least an obligation for the Supplier to repair any defect reported by TRIQUA INTERNATIONAL BV to the Supplier in writing within the warranty period, and to do so as soon as possible and at the Supplier's own expense (including any associated costs). As regards any modified, replaced or repaired Goods or parts

supplied under the terms of this warranty, the full warranty period shall revive.

- 6.3 No approval and/or acceptance by TRIQUA INTERNATIONAL BV of any drawings, specifications, diagrams or other information shall detract from the Supplier's responsibility to ensure that the Goods conform to the Agreement.

Clause 7 Environment, Safety & Health

- 7.1 When issuing an offer or quotation, the Supplier undertakes to provide the fullest possible information on any adverse environmental aspects of the Goods, either on its own initiative or at TRIQUA INTERNATIONAL BV's first request, prior to the placing of order. The requisite information is not limited in any regard and shall include data on raw materials, the product, the product materials, the packaging and potential polluting aspects at the end of the economic life of the Goods.
- 7.2 The Supplier and its employees and subcontractors shall be under an obligation to duly observe all legal safety, health and environmental rules. The same applies to any company rules and regulations adopted by TRIQUA INTERNATIONAL BV in the fields of safety, health and the environment.
- 7.3 The Supplier may be held liable for any damage that can be proven as having been caused by or in connection with any non-compliance or improper compliance with the provisions of Clauses 7.1 and 7.2.
- 7.4 The Supplier is aware of the fact that TRIQUA INTERNATIONAL BV intends to purchase products from suppliers who guarantee high quality and efficiency levels. The Supplier represents that it is committed to upholding effective quality and business processes on an on-going basis, thereby always endeavouring to improve the quality of its processes and products, reduce any variable outcomes of the processes and products and limit the waste volumes.

Clause 8 Packaging and Dispatch

- 8.1 All Goods that are not subject to specific packaging or dispatch requirements shall be packaged properly, in accordance with industrial practices, so as to be suitable for transport and storage or transshipment. All packaging shall be marked in accordance with TRIQUA INTERNATIONAL BV's instructions, showing at the very least TRIQUA INTERNATIONAL BV's order number, the product name, the factory article code, the quantity and the name of TRIQUA INTERNATIONAL BV's contact.
- 8.2 All packaging, except for loan packaging marked as such by the Supplier, shall become the property of TRIQUA INTERNATIONAL BV at the moment of delivery.
TRIQUA INTERNATIONAL BV may, however, waive its right to ownership and oblige the Supplier to take back the packaging.
- 8.3 Loan packaging and packaging of which TRIQUA INTERNATIONAL BV declines to accept ownership shall be returned at the Supplier's risk and expense to a destination reported by the Supplier. Should the Supplier

- 8.4 The Supplier shall be liable for any loss or damage resulting from or associated with any delivery of Goods not packaged in accordance with the provisions of Clause 8.1.

Clause 9 Ownership and Risk of Loss or Damage

- 9.1 Subject to the provisions of Clause 13.6, ownership and the risk of loss or damage to the Goods to be delivered shall pass to TRIQUA INTERNATIONAL BV at the moment of delivery (*i.e.* as soon as the Goods are accepted by TRIQUA INTERNATIONAL BV at the agreed place of delivery).
- 9.2 In departure from Clause 9.1, ownership of the individual Goods to be delivered shall pass to TRIQUA INTERNATIONAL BV at the moment that any down payment is made on those Goods or when TRIQUA INTERNATIONAL BV requests a transfer of ownership prior to their physical delivery. Under such circumstances, the Supplier shall identify the Goods in question as property belonging to TRIQUA INTERNATIONAL BV and shall indemnify and hold TRIQUA INTERNATIONAL BV harmless from any loss, damage or the performance of rights asserted by any third party. Between the transfer of ownership and the moment of physical delivery, the risk of loss or damage shall remain with the Supplier. The Supplier shall be obliged to insure the Goods referred to in the previous sentence against all risks and at its own expense.
- 9.3 Before making any payment for the Goods, TRIQUA INTERNATIONAL BV may require the Supplier to provide an unconditional and irrevocable bank guarantee, to be issued at the Supplier's expense by a bank acceptable to TRIQUA INTERNATIONAL BV, as security for the performance of the Supplier's obligations in lieu of or in addition to the transfer of ownership.

Clause 10 Changes

- 10.1 TRIQUA INTERNATIONAL BV may require the Supplier to make changes in the nature and quantity of the Goods to be delivered, provided that such changes are fair and reasonable. Changes shall not be considered fair and reasonable if it may reasonably be assumed that the Supplier would not have entered into the Agreement had the Supplier known the nature of the changes beforehand. TRIQUA INTERNATIONAL BV shall specify any required changes to the Supplier in writing.
- 10.2 Within fourteen (14) calendar days of TRIQUA INTERNATIONAL BV having sent a specification of changes as referred to in Clause 10.1, the Supplier shall notify TRIQUA INTERNATIONAL BV of the ensuing price and delivery implications. TRIQUA INTERNATIONAL BV shall have the right to dissolve the Agreement if the price and term of delivery are not acceptable to TRIQUA INTERNATIONAL BV. TRIQUA INTERNATIONAL BV shall not make unreasonable use of its right to dissolve the Agreement. In the event of dissolution of the Agreement, TRIQUA INTERNATIONAL BV shall reimburse the Supplier for all

reasonable costs incurred up to that point in time in direct relation to the dissolved Agreement.

Clause 11 Resources

- 11.1 All materials, drawings, models, matrixes, templates, instructions, specifications, computer software, tools and other resources that serve to support the Goods in any way whatsoever and that have either been provided to the Supplier by TRIQUA INTERNATIONAL BV or have been purchased or made by the Supplier at TRIQUA INTERNATIONAL BV's expense shall remain or become the property of TRIQUA INTERNATIONAL BV at the moment of purchase or construction.
- 11.2 As long as the Supplier holds the resources referred to in Clause 11.1 for TRIQUA INTERNATIONAL BV, the Supplier shall be obliged to identify them as the property of TRIQUA INTERNATIONAL BV, to keep them in a good state of repair and to insure them at its own expense against all risks.
Moreover, the Supplier shall do everything within its power to enforce all of TRIQUA INTERNATIONAL BV's rights in the resources and shall inform TRIQUA INTERNATIONAL BV forthwith of anything that may be relevant to TRIQUA INTERNATIONAL BV in connection with the resources and the enforcement of TRIQUA INTERNATIONAL BV's rights therein.
The risk of loss or damage to the resources shall be for the Supplier from the time that they are supplied to the Supplier.
- 11.3 The use of such resources shall be entirely at the Supplier's risk.
- 11.4 The Supplier shall supply the resources to TRIQUA INTERNATIONAL BV upon the latter's first request, but no later than the moment of delivery of the Goods to which the resources relate.
- 11.5 The Supplier shall only be entitled to use the resources for the purposes of and in connection with the supply of Goods to TRIQUA INTERNATIONAL BV, except where TRIQUA INTERNATIONAL BV consents to any other use in writing.
- 11.6 Changes to or deviations from the resources provided or approved by TRIQUA INTERNATIONAL BV shall only be permitted with TRIQUA INTERNATIONAL BV's prior written approval.
- 11.7 The Supplier shall be under an obligation to notify TRIQUA INTERNATIONAL BV if it is aware, or should reasonably be aware, of the fact that the materials and/or processes provided by or on behalf of TRIQUA INTERNATIONAL BV are unsuitable or flawed.

Clause 12 Invoicing and Payment

- 12.1 For each separate delivery, an invoice bearing the relevant order number shall be sent, either together with the Goods supplied or promptly after they are delivered, to the invoice address reported by TRIQUA INTERNATIONAL BV. Unless agreed otherwise in writing, the invoices shall specify in full the quantities and types of Goods supplied and shall meet such other requirements as TRIQUA INTERNATIONAL BV may make.
- 12.2 Payment shall be made, after deduction of any credit restrictions, within sixty (60) calendar days of the receipt of the invoice (unless

- 12.3 TRIQUA INTERNATIONAL BV may offset the amount invoiced against any amounts payable by the Supplier to TRIQUA INTERNATIONAL BV.
- 12.4 TRIQUA INTERNATIONAL BV shall have access to the accounts and records of the Supplier, and be entitled to inspect the same with the aid of any such independent experts as it may appoint for this purpose, in order to check and verify whether the costs charged are correct and/or the Goods conform to the Agreement. The Supplier shall lend its full cooperation to any such audit and provide copies of the requisite documents to the relevant experts. TRIQUA INTERNATIONAL BV shall pay all costs arising from this audit, unless the audit shows that the costs charged were incorrect and/or that the Goods do not conform to the Agreement.

Clause 13 Inspection, Testing and Examinations

- 13.1 TRIQUA INTERNATIONAL BV may inspect, test and/or examine the Goods both before delivery and upon or following delivery. To this end, the Supplier shall grant TRIQUA INTERNATIONAL BV or its authorized representatives access to the places where the Goods are manufactured or stored, and shall lend its full cooperation to the relevant inspection, testing or examination desired by TRIQUA INTERNATIONAL BV. Cooperation in this regard shall also include the provision of all requisite documents and information, at the Supplier's expense.
- 13.2 When so requested, the Supplier shall inform TRIQUA INTERNATIONAL BV in a timely fashion of the times at which the Goods may be inspected, examined or tested; TRIQUA INTERNATIONAL BV shall not be obliged, however, to have the relevant work carried out at the times specified by the Supplier.
- 13.3 The Supplier shall be entitled to attend the inspections, examinations and tests.
- 13.4 Unless otherwise agreed in writing, the costs involved in any inspection, examination and/or testing shall be paid by the Supplier, who shall also be liable for the costs of any re-inspection, re-examination or retesting.
- 13.5 Should any inspection, examination or testing before, upon or following delivery result in a full or partial rejection of any Goods, TRIQUA INTERNATIONAL BV shall report this, or shall have this reported, to the Supplier in writing. A report of this kind shall serve as a notice of default, in which TRIQUA INTERNATIONAL BV shall also give the Supplier the opportunity to still deliver Goods as ordered within a reasonable period of time. Should the Supplier fail to make use of this opportunity or fail to make proper delivery, TRIQUA INTERNATIONAL BV shall have the right to dissolve the Agreement without further notice. TRIQUA

INTERNATIONAL BV shall also have this right to dissolve the Agreement if the nature or purpose of the Goods concerned renders a new delivery impossible or useless.

- 13.6 If any Goods are rejected upon or following delivery, TRIQUA INTERNATIONAL BV shall be deemed not to have assumed ownership or the risk of loss or damage, which shall be deemed to have remained with the Supplier.
- 13.7 If any Goods are found not to be in conformity with the provisions of Clause 6, irrespective of the outcome of any inspection, examination and/or testing to which they were subjected, TRIQUA INTERNATIONAL BV shall reserve all rights arising from such non-conformity by law or under the Agreement.
- 13.8 TRIQUA INTERNATIONAL BV shall have the right to repair or replace Goods, or to have Goods repaired or replaced, at the Supplier's expense if TRIQUA INTERNATIONAL BV may reasonably assume from consultations with the Supplier that the Supplier is unwilling or unable to arrange for repair or replacement in a proper or timely fashion or at all. Under pressing circumstances, TRIQUA INTERNATIONAL BV may take any such action without having consulted the Supplier.
- 13.9 If an independent body has been engaged to inspect, examine and/or test the Goods, the results found by that body shall be binding upon both TRIQUA INTERNATIONAL BV and the Supplier. Any re-inspection, re-examination and/or retesting shall be equally binding.

Clause 14 Confidentiality

- 14.1 The Supplier agrees to treat as confidential any and all information directly or indirectly obtained from or with regard to TRIQUA INTERNATIONAL BV to the extent that the Supplier knows said information to be confidential in nature or should reasonably be expected to recognize the confidential nature thereof.
- 14.2 The Supplier shall have its subcontractors assume a similar obligation of confidentiality in writing or shall require any such party to sign the declaration of confidentiality provided by TRIQUA INTERNATIONAL BV.
- 14.3 Without TRIQUA INTERNATIONAL BV's prior written consent, the Supplier shall not make any public announcements as regards the performance of the Agreement or maintain any direct or indirect contact with any of TRIQUA INTERNATIONAL BV customers.
- 14.4 The Supplier shall not reproduce or allow any third party access to documents relating to the Agreement (including drawings, diagrams and so forth), except by written permission of TRIQUA INTERNATIONAL BV.
- 14.5 Without TRIQUA INTERNATIONAL BV's prior written consent, the Supplier shall not use any such Goods or services as have been developed jointly with TRIQUA INTERNATIONAL BV for the benefit of any third party.
- 14.6 Upon termination of the Agreement, the Supplier shall promptly and at its own expense surrender to TRIQUA INTERNATIONAL BV any and all documents and other information (if any) provided by

Clause 15 Intellectual Property

- 15.1 The Supplier warrants that the use, including the resale, by TRIQUA INTERNATIONAL BV of any Goods supplied by the Supplier or any resources purchased or made by the Supplier on TRIQUA INTERNATIONAL BV's behalf shall not constitute an infringement of any intellectual property rights or other rights held by any third party. Insofar as such Goods or resources are subject to any (intellectual property) right of a third party, the Supplier shall ensure that TRIQUA INTERNATIONAL BV is granted a right to use the said Goods or resources without thereby incurring any additional cost over and above the agreed purchase price. TRIQUA INTERNATIONAL BV shall be entitled to negotiate the right to use such Goods or resources directly with the third party or parties concerned, at the Supplier's expense.
- 15.2 Should the use of any Goods or resources as referred to in Clause 15.1 prove or threaten to constitute an infringement of any (intellectual property) right held by a third party, the Supplier shall be obliged either:
- to replace the relevant Goods or resources with equivalent goods that will not infringe on the rights of any third party; or
 - to obtain a right to use the Goods or resources in question; or
 - to alter the Goods or resources in question in such a way that their use ceases to be an infringement of any third party's rights; all of this
 - a. in consultation with TRIQUA INTERNATIONAL BV; and
 - b. without TRIQUA INTERNATIONAL BV incurring any additional cost over and above the agreed purchase price; and
 - c. without leaving TRIQUA INTERNATIONAL BV in possession of Goods and/or resources that are more limited in use than those originally supplied.
- 15.3 The Supplier shall indemnify and hold TRIQUA INTERNATIONAL BV harmless from any and all claims or penalties resulting from any infringement of (intellectual property) rights held by a third party, and shall reimburse TRIQUA INTERNATIONAL BV for any loss or damage resulting from such an infringement.
- 15.4 If any third party holds TRIQUA INTERNATIONAL BV liable for having infringed its (intellectual property) rights and presents a *prima facie* case in support of its claim, TRIQUA INTERNATIONAL BV shall be entitled, without prejudice to its other rights, to dissolve the Agreement in full or in part without court involvement by giving written notice of termination.

Clause 16 Spare Parts

- 16.1 The Supplier shall be obliged to hold spare parts, component parts, special tools and/or gauging devices in stock for such a period as is regarded as reasonable for the item in question according to generally

prevailing opinion; this obligation shall apply equally to items no longer in production. TRIQUA INTERNATIONAL BV shall be entitled to require that the Supplier inform TRIQUA INTERNATIONAL BV as to when the production of a specific item will be terminated.

Clause 17 **Assignment**

- 17.1 The Supplier may not assign in whole or in part any of its rights or obligations under the Agreement without TRIQUA INTERNATIONAL BV's prior written consent.
- 17.2 The Supplier may not contract any third party to perform all or part of its obligations under the Agreement without TRIQUA INTERNATIONAL BV's prior written consent. TRIQUA INTERNATIONAL BV shall have the right to attach conditions to any such consent.
- 17.3 In pressing circumstances, if it may reasonably be assumed following consultations with the Supplier that the Supplier is unwilling or unable to meet its obligations under the Agreement, TRIQUA INTERNATIONAL BV shall be entitled to require the Supplier to contract one or more third parties to perform the Agreement in whole or in part at the Supplier's risk and expense. The Supplier shall not thereby be released from its contractual obligations. TRIQUA INTERNATIONAL BV may also negotiate performance of the Agreement directly with one or more third parties of its choosing, at the Supplier's expense.
- 17.4 Any consent given by TRIQUA INTERNATIONAL BV under the terms of this Clause 17 shall not release the Supplier from its responsibility and liability for the conduct of its subcontractors.
- 17.5 TRIQUA INTERNATIONAL BV may assign its rights and obligations under the Agreement, without the Supplier's prior consent, to any of its subsidiary companies, as defined in Section 2:24a of the Dutch Civil Code, to any of the companies affiliated with TRIQUA INTERNATIONAL BV NV in a group, as defined in Section 2:24b of the Dutch Civil Code, and to any of the companies in which TRIQUA INTERNATIONAL BV NV holds a participating interest, as defined in Section 2:24c of the Dutch Civil Code.
- 17.6 TRIQUA INTERNATIONAL BV may assign its rights and obligations under the Agreement to third parties if it has obtained the Supplier's prior consent thereto. The Supplier shall not withhold its consent on unreasonable grounds.

Clause 18 **Liability**

- 18.1 The Supplier shall be liable for any and all loss or damage which TRIQUA INTERNATIONAL BV may sustain as a result of or in connection with either the Supplier's performance of the Agreement or the Goods supplied by the Supplier, unless any such liability cannot reasonably be insured. This exception shall not apply, however, in the event of any intentional act or omission (*opzet*) or gross fault (*grove schuld*) on the Supplier's part.
- 18.2 The Supplier shall indemnify and hold TRIQUA INTERNATIONAL BV harmless from all third-party claims for compensation of any such damages as are covered by Clause 18.1. For the purpose of this Clause 18.2, persons employed by or working for TRIQUA INTERNATIONAL

Clause 19 **Force Majeure**

- 19.1 An event of force majeure (*niet toerekenbare tekortkoming*) as defined in Section 6:75 of the Dutch Civil Code shall not include: any staff shortage, strikes or absenteeism due to illness within the Supplier's business, late supplies or unfitness of materials, a breach of contract or event of force majeure on the part of the Supplier's subcontractors and/or cash flow or solvency problems on the Supplier's part.

Clause 20 **Termination of the Agreement**

- 20.1 TRIQUA INTERNATIONAL BV may terminate the Agreement early by giving the Supplier written notice of termination, provided that it puts forward sufficient material reasons for its decision. The Supplier shall immediately interrupt its performance of the Agreement upon receipt of any such written notice. TRIQUA INTERNATIONAL BV and the Supplier shall then discuss the consequences of termination based on the assumption that the Supplier is entitled to reasonable compensation, but not to compensation for loss of profit or production. The provisions of this Clause 20.1 shall not apply to the situations referred to in Clauses 20.2 and 20.4.
- 20.2 If the Supplier defaults on its obligations under the Agreement, or if the Supplier is wound up or is granted a suspension of payments, or if the Supplier's business is closed down, liquidated, taken over or the subject of any similar event, the Supplier shall be in default by operation of law and TRIQUA INTERNATIONAL BV shall be entitled:
- a. to unilaterally terminate the Agreement in whole or in part by giving the Supplier written notice of termination;
 - b. to defer payment;
 - c. to engage the services of one or more third parties to perform the Agreement in whole or in part at the Supplier's risk and expense, all of this without TRIQUA INTERNATIONAL BV being liable to make any reparation to the Supplier, and without prejudice to any of TRIQUA INTERNATIONAL BV's other rights, including the right to claim full compensation.
- 20.3 If the Agreement is terminated pursuant to Clause 20.2, the Supplier shall refund the payments already made by TRIQUA INTERNATIONAL BV, plus legal interest on any such payments as from the date of payment. If the Agreement is terminated in part only, the refund obligation shall apply exclusively to the payments relating to the part terminated.
- 20.4 All claims which TRIQUA INTERNATIONAL BV may have or receive against the Supplier under the provisions of this Clause 20 shall be payable immediately and in full.
- 20.5 Clauses 20.2 and 20.4 shall apply equally in circumstances where the Supplier alleges that it cannot be held at fault for the event of default.

Clause 21 **Insurance**

- 21.1 The Supplier shall be under an obligation to take out proper

insurance to cover its liability and the risks referred to, for instance, in Clause 18. To this end, the Supplier shall at least take out and maintain adequate insurance for the risks of:

- a. any third-party liability; and
- b. its liability for professional mistakes.

21.2 In this context, professional mistakes shall be understood to mean each and every failure (including errors, omissions, any negligence or carelessness, incorrect advice etc.) which a skilled and prudent supplier, its personnel and subcontractors should avoid in the given circumstances having observed all due care and having performed their professional duties in a skilled and normal fashion.

21.3 The Supplier shall be obliged upon TRIQUA INTERNATIONAL BV's request to make available for inspection any insurance policy which the Supplier is required to close under the foregoing provisions.

21.4 If the Supplier can make a claim under the terms of an insurance policy when becoming liable to TRIQUA INTERNATIONAL BV in any way, the Supplier shall ensure that payment is made directly to TRIQUA INTERNATIONAL BV, to which end TRIQUA INTERNATIONAL BV may require the Supplier at TRIQUA INTERNATIONAL BV's sole discretion either:

- to name TRIQUA INTERNATIONAL BV as the beneficiary when closing the insurance contract; or
- to assign any insurance claim to TRIQUA INTERNATIONAL BV.

In this case, the Supplier shall authorize TRIQUA INTERNATIONAL BV irrevocably to receive the insurance payments.

21.5 The closing of an insurance policy shall in no way limit the Supplier's liability or make TRIQUA INTERNATIONAL BV jointly liable.

Clause 22 Use of the Name TRIQUA INTERNATIONAL BV

22.1 The Supplier shall not use the name of TRIQUA INTERNATIONAL BV in any advertisements, publications, brochures, press releases or similar materials without having obtained TRIQUA INTERNATIONAL BV's prior written consent.

Clause 23 Miscellaneous

23.1 The invalidity of any of these General Terms Conditions shall not affect the validity of the remaining provisions hereof.

23.2 Unless expressly agreed otherwise in writing, any delay or failure by either party to exercise any of its rights shall not in any way affect or limit the contractual rights of that party. Any failure to enforce the Agreement upon any breach by the other party shall not be construed as a waiver of any subsequent breach or a continuing breach, unless the parties have expressly agreed otherwise.

Clause 24 Applicable Law and Dispute Resolution

24.1 The Agreement and any and all ensuing agreements shall be governed exclusively by the laws of the Netherlands.

24.2 Unless a rule of mandatory law prescribes otherwise, all disputes (including any such disputes as are considered to be a dispute by only one of the parties) arising from this Agreement or any ensuing agreement between the parties shall be settled by the competent court in the judicial district of Middelburg.

24.3 In departure from the provisions of Clause 24.2, TRIQUA INTERNATIONAL BV shall be entitled to insist that a dispute be decided by arbitration, in which case arbitration shall take place in accordance with the rules of the Dutch Arbitration Institute (*Nederlands Arbitrage Instituut*) in Rotterdam.

**TRIQUA INTERNATIONAL BV GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES
(to accompany the General Terms and Conditions for the Purchase of Goods)**

Clause 1

Definitions

- 1.1 The definitions in Clause 1 of the General Terms and Conditions for the Purchase of Goods shall apply equally in the context of this document.
- General Terms and Conditions: the General Terms and Conditions for the Purchase of Goods;
- Services: all activities, whether or not related to the supply of Goods, carried out for TRIQUA INTERNATIONAL BV other than within the scope of a contract of employment.

Clause 2

Scope

- 2.1 These terms and conditions shall apply to Services.
- 2.2 If and insofar as the General Terms and Conditions are not set aside or overruled by the present terms and conditions, the General Terms and Conditions shall apply equally.
- 2.3 For the purpose of these terms and conditions, personnel of the Service Provider shall also be understood to include any of the Service Provider's subcontractors involved in the performance of the Agreement.

Clause 3

Provision of Services and Supervision

- 3.1 The Service Provider shall provide the Services with all due care and in full accordance with the Agreement. The Service Provider shall perform the Agreement independently and according to the state of the art, and shall also be responsible for such performance.
- 3.2 The Service Provider shall ensure that the Services are performed by competent and suitably skilled personnel. If TRIQUA INTERNATIONAL BV finds that the persons concerned are not sufficiently skilled, TRIQUA INTERNATIONAL BV may order their removal from the job and the Service Provider shall then be obliged to replace the persons concerned without delay, with due observance of the first sentence of this Clause 3.2.
- 3.3 The Service Provider shall ensure that the personnel in question have adequate supervision and leadership.
- 3.4 The Service Provider shall duly comply with all laws and regulations in the field of health and safety and with all of TRIQUA INTERNATIONAL BV's own health and safety rules, and shall also ensure that all persons assigned to provide the Services or to supervise the provision of Services also comply with the same at no cost for TRIQUA INTERNATIONAL BV. The rules in question are available from TRIQUA INTERNATIONAL BV.
- 3.5 On TRIQUA INTERNATIONAL BV's request, the Service Provider shall

use a time registration system or any such other system as TRIQUA INTERNATIONAL BV may require to verify the hours worked by the persons referred to in the previous paragraph.

- 3.6 Unless otherwise agreed in writing, the working hours of the persons referred to in the previous paragraph shall be the same as those of TRIQUA INTERNATIONAL BV's own employees.
- 3.7 TRIQUA INTERNATIONAL BV may deny the persons referred to in this Clause access to TRIQUA INTERNATIONAL BV's premises and/or buildings, or the relevant working space, or may ask the Service Provider to remove such persons without delay from any of the said locations, if such persons:

- are clearly not equipped to perform their duties in TRIQUA INTERNATIONAL BV's opinion; or
- misbehave themselves in such a way that, in TRIQUA INTERNATIONAL BV's opinion, their continued presence on the premises or in the buildings in question clearly cannot be tolerated; or
- otherwise act in violation of any obligation under the Agreement.

The Service Provider shall, on TRIQUA INTERNATIONAL BV's first request, assign substitute personnel.

- 3.8 The Service Provider shall have a valid registration certificate issued by the competent industrial insurance board as well as a valid business permit (if required). The Service Provider shall submit the relevant papers at TRIQUA INTERNATIONAL BV's first request.
- 3.9 Whenever TRIQUA INTERNATIONAL BV so requests, the Service Provider shall promptly submit copies of its payment records with the industrial insurance board and the collector of direct taxes.
- 3.10 The Service Provider shall indemnify and hold TRIQUA INTERNATIONAL BV harmless from any liability to third parties arising from any non-compliance with its contractual or legal obligations.
- 3.11 Waste materials shall be removed by the Supplier upon compliance with its obligations.

Clause 4

Subcontracting

- 4.1 The Service Provider shall not subcontract Services in full or in part to any third party without TRIQUA INTERNATIONAL BV's written consent.
- 4.2 If the Service Provider subcontracts Services to any third party with TRIQUA INTERNATIONAL BV's permission, the Service Provider shall ensure that the provisions of the Agreement remain effective, where possible, under the agreement between the Service Provider and the said third party. The Service Provider shall also ensure that the said third party is bound by a similar undertaking regarding any party whom it may in turn engage with TRIQUA INTERNATIONAL BV's written consent.

4.3 Any consent given by TRIQUA INTERNATIONAL BV under this Clause shall not in any way affect the Service Provider's liability and responsibility for the conduct and actions of its subcontractor(s).

Clause 5 Fees

5.1 Unless agreed otherwise in writing, the fees agreed with the Service Provider for the Services shall include all costs incurred by the Service Provider in the proper performance of the Services, including travel and hotel expenses incurred by the Service Provider and the persons assigned to perform or supervise the provision of the Services, insurance costs, the costs of the resources referred to in Clause 10, and any taxes and insurance contributions (other than value added tax) relating to the provision of the Services.

Clause 6 Payment

6.1 TRIQUA INTERNATIONAL BV shall not be obliged to pay until the Services have been provided or, as the case may be, completed to its satisfaction.

Clause 7 Changes

7.1 TRIQUA INTERNATIONAL BV shall only be obliged to pay for additional Services if it has given written instructions for the provision of such Services. If any Services are cancelled, the excess payment made shall be offset in mutual consultation, unless the parties agree otherwise in writing.

Clause 8 Inconveniences, Premises and Buildings

- 8.1 If the provision of Services is reasonably expected to cause any inconvenience to TRIQUA INTERNATIONAL BV or any third parties, the Service Provider shall consult TRIQUA INTERNATIONAL BV in advance.
- 8.2 Before commencing performance of the Agreement, the Service Provider shall acquaint itself with the on-site situation on the premises and/or in the buildings where the Services will be provided.
- 8.3 Any costs arising from delays in the performance of the Agreement due to the situation on site as referred to above shall be at the Service Provider's risk and expense.
- 8.4 Before commencing performance of the Agreement, the Service Provider and its personnel shall acquaint themselves with the health, safety, environmental and other rules and regulations that are in place on the premises and in the buildings where the Services are to be provided, and shall duly comply with any such rules and regulations.

Clause 9 Interruptions

9.1 If TRIQUA INTERNATIONAL BV's business operations so require, the Service Provider shall interrupt the provision of the Services or arrange for any such interruption at TRIQUA INTERNATIONAL BV's first request. The financial repercussions shall be the subject of further discussion.

Clause 10 Resources

10.1 Unless otherwise agreed in writing, the Service Provider shall be personally responsible for the provision of all resources required for the

performance of the Services, including all personal safety and other equipment, safety tools, welding equipment, ladders, scaffolding, etc. All resources shall be of suitable quality.

10.2 If the Service Provider makes use of TRIQUA INTERNATIONAL BV's resources with the latter's permission, the risk of loss or damage to those resources shall be for the Supplier, and the Supplier shall be fully responsible for any and all such loss or damage. As soon as the Service Provider ceases to make use of the relevant resources, they shall be returned in the original state of repair. Visible defects, including those caused by the Service Provider, shall immediately be reported.

Clause 11 Electricity and Water

11.1 Unless otherwise agreed in writing, if the Service Provider requires electricity and/or water for the performance of its Services, TRIQUA INTERNATIONAL BV shall provide the same free of charge, provided that a power point or point of connection is available on site.

Clause 12 Storage and Site Huts

12.1 The storage of materials by or on behalf of the Service Provider on premises or in a building owned by TRIQUA INTERNATIONAL BV shall only be permitted with the express written consent of TRIQUA INTERNATIONAL BV, who shall also designate the storage location. A similar restriction shall apply to the positioning of site huts, sanitary huts, and the like. Unless otherwise agreed in writing, all costs associated with the provision and use of amenities for the huts, such as power, water, telephone services and the like shall be met by the Service Provider.

Clause 13 Deployment of Personnel

13.1 For the purposes of providing the Services, the Service Provider shall, where possible, deploy the same personnel as have performed Services for TRIQUA INTERNATIONAL BV in the past, particularly where similar work is involved.

Clause 14 Strikes

14.1 TRIQUA INTERNATIONAL BV shall neither pay wages nor make any other payments with regard to any person instructed to perform or supervise the performance of Services by the Service Provider or any third party to whom the Service Provider has delegated or subcontracted the Services, nor shall TRIQUA INTERNATIONAL BV meet the cost of any of the resources referred to in Clause 10, for any period of time in which the person in question was on strike or in which the resources in question were not in use because of a strike.

Clause 15 Act Governing the Liability of Contractors for Taxes and Social Charges

- 15.1 The Service Provider shall be obliged to co-operate with:
 - a. the issue of any guarantees regarding the collection of taxes and social charges connected with the Services; and
 - b. the indemnification of TRIQUA INTERNATIONAL BV in this regard.
- 15.2 If a guarantee fund has been created and maintained of which the Service Provider is a beneficiary, the Service Provider shall provide TRIQUA INTERNATIONAL BV with details as soon as possible so as to enable



TRIQUA INTERNATIONAL BV to apply to the fund. The Service Provider shall not begin the performance of the Services before the fund has issued proof of indemnification.

- 15.3 If no guarantee fund is in place, for whatever reason, the Service Provider Party shall ensure that an escrow agreement (also referred to as a 'G account') will be available, unless TRIQUA INTERNATIONAL BV communicates that it wishes to transfer funds directly to the tax authorities and the industrial insurance board. The Service Provider shall specify on its invoices the amount of wages pursuant to Section 4 of the Social Insurance Co-ordination Act, as well as the percentage which the Service Provider has agreed with TRIQUA INTERNATIONAL BV to remit either to the escrow account or directly to the competent authorities for the purpose of complying with the social charges and income tax obligations.
- 15.4 If so requested by TRIQUA INTERNATIONAL BV, the Service Provider shall either accompany invoices with, or refer in invoices to, a work log recording which persons were engaged on which days and for how many hours in the performance of Services. The personal data in the log shall include the names, dates of birth and social fund numbers of the individuals concerned. The Service Provider shall also confirm that the

relevant individuals were on its payroll at the time the Services were performed.

- 15.5 If the liability transfer provisions of Sections 41a et seq. of the Value Added Tax Act apply, the invoice shall expressly state that value added tax (VAT) has been transferred, and no VAT shall be charged in that case.
- 15.6 Without prejudice to the provisions of the preceding paragraphs, the Service Provider shall meet all statutory social security obligations in respect of all persons engaged in the performance of Services. TRIQUA INTERNATIONAL BV reserves the right to verify that this provision has been satisfied. The Service Provider shall be obliged to co-operate with any such verification measures

These General Terms and Conditions shall become effective on 20th of December 2012 and shall supersede the terms and conditions that were in force prior to that date. These General Terms and Conditions have been deposited with the Chamber of Commerce in Arnhem.