

## Terms and Conditions of Purchase

### EUROPE, MIDDLE EAST & AFRICA

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#### Article 1 – Definitions

We/Us : Langenpac B.V. and all its subsidiary companies are the users of these general conditions and will hereinafter be referred to as: "We" or "Us".

Contractor : The natural and/or artificial person with whom we conclude or wish to conclude an agreement and also everyone with whom we have a legal relationship, as well as his representatives, authorised persons, successors in title and heirs.

Parties : Langenpac B.V. and contractor.

#### Article 2 – Applicability

a) These purchase conditions apply to all requests, orders, quotations, offers, agreements, all agreements resulting from this agreement or related to it, as well as future legal relationships and orders relating to the supply of goods and/or services, hereinafter referred to as delivery, by the contractor to us.

b) Any other terms and conditions are expressly excluded.

c) Stipulations varying from these conditions and additions to them will only be binding if and in so far as we have agreed to them in writing.

d) In the event of conflict between any provisions of the agreement, purchase conditions or annexes, the following order will apply:

- 1) The agreement;
- 2) The annex;
- 3) The purchase conditions.

#### Article 3 – Acceptance of the order by the contractor

All our orders and amended orders must be confirmed by the contractor by returning within 2 working days a written confirmation of order, a signed copy of our order or amended order, unless a different period has been agreed. We may withdraw an order for as long as the contractor has not confirmed the order.

#### Article 4 – Amendments and additions to the agreement

Amendments and additions to the agreement will only be binding if they have been agreed to, by us in writing.

#### Article 5 – Guarantee of quality and status of the goods and services

1. The contractor guarantees:

- a. that the goods and/or services are complete and suitable for the purpose for which they are intended;
- b. that the goods and/or services are fully compliant with the requirements as set out in our order, specifications, drawings, calculations and/or other documents provided by us;
- c. that the goods and/or services at least comply with the statutory requirements and government regulations that apply in the EU and the Netherlands;
- d. that, in so far as the delivery takes place at a location outside the contractor's company premises, the laws and government regulations that apply to this location, as well as the regulations that either we or our customer apply to this location, will be observed;
- e. that the goods and/or services are new, of good quality and without design, construction and/or defects in the materials used, and that the performance of any work which is part of the delivery of the goods and/or services will involve the use and deployment of new materials and qualified staff;
- f. that if the supply of the goods and/or services also consists of the provision of qualified staff, the requirements prescribed by law and the workers must meet the agreed or (if no specific agreements have been made) the normal standard of craftsmanship expected for the delivery of this type of goods and/or services, and that the agreed number of workers will be continually available during the agreed period;
- g. that any goods supplied are free from any restricted rights, registered legal interests, or other claims by third parties.

If the goods and/or services supplied do not meet the guarantees made by the contractor in accordance with paragraphs a to g of this article, the contractor will be in default of this agreement.

2. If this agreement and/or any annexes attached to this agreement makes reference to technical, safety, quality and/or other regulations that have not been attached to the agreement, the contractor shall be deemed to be familiar with them and will comply with them in its execution of the agreement.

#### Article 6 – Interim inspections, checks, tests

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- a. We will at all times be entitled to inspect the goods to be delivered at the contractor's or any sub contractor's premises, or to have them inspected, as well as any accompanying items, and/or to carry out interim inspections, checks or tests, or to have them carried out, and to review the progress. The contractor will for this purpose provide the necessary personnel and materials within reasonable limits, allow the persons or agencies designated by us access to the location where the order is being implemented, and provide a space suitable for interim inspections, checks or tests.
- b. If interim inspections, checks or tests have been agreed which should take place on the initiative of the contractor, the contractor will inform us in writing of the intended time of the inspection, check or test, at such time that, if we so desire, we will be able to be present or represented. The results of any inspections, checks or tests carried out in our absence will only be accepted by us if we have agreed in writing to them being carried out in our absence in advance of those inspections, checks or tests being undertaken. If and in so far as it has been agreed that interim inspections, checks or tests should take place on our initiative, the above will apply by analogy.
- c. All interim inspections, checks and tests will take place in accordance with the requirements, regulations and documents referred to in article 5.
- d. All costs made in connection with the interim inspections, checks and tests, with the exception of the costs of our staff and/or other persons who we have designated as our representatives, will be at the expense of the contractor. If an interim inspection, check or test cannot be carried out at the agreed time, or if an inspection, check or test needs to be repeated, we will be entitled to recover the extra costs resulting from this from the contractor, if and in so far as such delay or such repetition can be attributed to him.
- e. In the event that the goods do not pass any inspection, check or test we can reject those goods provided we promptly inform the contractor of this, stating our reasons in writing. The contractor will then be obliged, at our sole discretion, to improve, repair or replace the rejected items within a period to be agreed by us and at his expense.
- f. If the contractor engages subcontractors or secondary suppliers for the delivery, he must do so subject to the condition that these subcontractors or secondary suppliers also comply with the provisions referred to in this article. The contractor will remain responsible for the acts of the sub contractors and secondary suppliers engaged by him.
- g. Interim inspections, checks or tests, or the absence of them, does not imply acceptance.

### Article 7 – Final inspection, final test, acceptance

- a. Written approval of the goods by us is considered as acceptance of the goods, without prejudice to the provisions in article 7, paragraph d.
- b. If the goods are subject to a final inspection or final test, the provisions in article 6 will apply, with the exception of the provisions in article 6, paragraph g.
- c. If and in so far as the goods can only be properly evaluated after their installation, assembly or fitting, the final inspection or final test will take place as soon as the goods, [or the object for which the delivery is intended], have been so installed, assembled or fitted.
- d. If and in so far as the supply of certificates, assembly instructions, maintenance and operating instructions, drawings or other documents, or the provision of training and instruction has been agreed, these will form an integral part of the delivery and acceptance of the goods will not take place until the goods have been delivered, the documents have been provided and/or the training has taken place.
- e. The contractor grants us the right also to use the goods before their formal acceptance has been agreed by us.

### Article 8 – Packaging and shipment

- a. The contractor will package and/or secure the goods in such a way that by normal transport they will reach their destination in good condition and can be safely unloaded there. The contractor is liable for any damage caused by inadequate packaging and shipment. The contractor must carefully comply with any special requirements that the packaging and/or protection should meet, provided that we have informed the contractor of these requirements. The packaging must comply with the relevant legal requirements.
- b. The contractor must strictly observe our instructions concerning the preserving, marking, shipping, insuring of the transport risk and delivery of the shipping documents.
- c. Shipments that do not comply with the provisions in paragraph a. and/or paragraph b. above may be refused by us. The cost of transport of a return shipment due to failures in the delivery and packaging instructions will be at the expense and risk of the contractor.
- d. We reserve the right to return packaging at the expense and risk of the contractor, by crediting the amount that the contractor has charged to us for this. The contractor must take proper care of and insure the returnable packaging we have provided to the contractor.
- e. Commercial terms used in the agreement or purchase order must be in accordance with the provisions published in the 2010 Incoterms edition or that current on the date that the agreement is entered into.

### Article 9 – Transmission of ownership and risk

- a. In so far as these General Purchase Conditions or the agreement does not stipulate otherwise, the ownership and the risk in the goods will pass on to us when the goods are delivered to us at the agreed location. Title to the goods will pass on to us as soon as payment or part payment for the goods is made. Any commercial terms used in the agreement, such as f.o.b. and c.i.f., have been used in accordance with the definitions given in the edition of Incoterms current on the date of the conclusion of the agreement, without prejudice to the provisions in paragraphs b and c of this article. As to payments that have been made before delivery, the title to the goods will pass on to us as soon as any payment is made.
- b. If we provide materials to a contractor for processing or treatment, or to be combined or intermingled with other goods not belonging to us, we will remain the owner of those materials or become the owner of the goods that have thus been created. The contractor is obliged to keep these goods in his custody, clearly marked with our name, and bear the risk for these goods until they are delivered to us.
- c. If we provide goods to a contractor for assembly or to test or start to use goods that have already been assembled, and if we require the assembly of these goods to be supervised, the contractor will bear the risk for the goods from the moment they have been provided until acceptance of those goods by us. If the contractor delivers and assembles the goods at the construction site, or supervises this, he will bear the risk for the goods continuously until the time we or our ultimate customer accepts them.

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- d. The contractor cannot exercise a right of retention in respect of goods that we have provided to the contractor or in respect of goods where we have made full or part payment to the contractor.
- e. The contractor may only use the goods that we have provided in the performance of this agreement. The contractor is obliged to return or destroy the goods to us on demand and at his expense.

### Article 10 – Delivery

- a. The order will be delivered to the address specified on the purchase order. Due observance of the time(s) and date(s) specified in the agreement is an essential obligation of the contractor.
- b. If the contractor fails to comply with the provisions in article 10 a., we will be entitled, without further notice of default being required and without court intervention and without prejudice to our other rights, to terminate the agreement, either in full or for the part of the goods that were delivered late, and to have it performed by a third party at the expense of the contractor.
- c. If any circumstances occur or are foreseeable as a result of which the contractor will not be able to meet the obligation referred to in article 10 a. he must inform us of this immediately in writing, stating the nature of these circumstances, the measures he has taken or will take, and the probable duration of the delay, in the absence whereof he will no longer be able to invoke these circumstances later on. The contractor will not be allowed to rely on force majeure if he fails to meet this obligation.
- d. If the agreed time of delivery is exceeded, the contractor will owe liquidated damages of 2% of the invoice amount of the order excluding VAT for each week or part of a week, by which delivery is delayed. This right is without prejudice to our right to claim damages according to the law. We will be entitled to offset the value of such liquidated damages against current and future invoices.

### Article 11 – Guarantee to repair defects

- a. The contractor guarantees to repair at no cost to us all defects that may occur in the goods, for a period of one year after acceptance or commissioning of the goods [or of the object for which it is intended], [whereby the latter of these events will trigger the commencement of the guarantee period], unless the purchase order contains a different guarantee period. The contractor also undertakes that he will repair the goods as soon as possible, and at least by repair or replacement, at our discretion, of the faulty goods or parts thereof.
- b. The contractor is obliged to pay all costs that need to be made to repair the defects by virtue of the provisions under Article 11 a. including but not restricted to the making, fitting, removal, transport etc of the replacement or the repaired goods.
- c. If the contractor fails to perform his obligations to repair or does not perform them properly and/or within the agreed period, as well as in cases of urgency, we will be entitled to do all that needs to be done at the expense and risk of the contractor, including instructing a third party to do all that needs to be done, provided that the contractor is informed of this.
- d. The period referred to in the first sentence of Article 11 a. will be extended by the period of time during which the goods, or the object for which they are intended, cannot be used as intended due to the defect. The guarantee period for repaired or replacement parts of the goods will start to run again from the time the goods can be used after their repair or replacement.
- e. The ownership and the risk for the goods that have been replaced on account of the aforementioned obligation to repair rest with the contractor from the date of replacement. He must take back these goods as soon as possible, unless we request him to leave the replaced goods at our disposal for the purpose of examination of these goods.
- f. Unless we are guilty of intent or gross negligence, the loss of or damage to tools and equipment used by the contractor during the performance of the order will be borne by the contractor.
- g. The provisions referred to in the preceding paragraphs of this article and/or the other articles of these General Purchase Conditions do not release the contractor from his further liability according to the law.

### Article 12 – Indemnification

- a. The contractor will indemnify us against all claims by third parties for defects to the goods to be delivered and that have been delivered and tools used during the performance of the agreement, or on account of acts or omissions on the part of the contractor, his staff or others, engaged by him in the performance of the agreement.
- b. The contractor is liable and will indemnify us for all direct and indirect damage, losses, claims and expenses including our reasonable legal costs that we may incur in connection with its performance of the obligations under this agreement. For the avoidance of doubt, the contractor will also remain responsible and will indemnify us for any claims arising from any work performed by a subcontractor engaged by the contractor.
- c. If the Wet Ketenaansprakelijkheid (Wages and Salaries Tax and Social Security Contributions Act) applies, the contractor also indemnifies us against liability towards the contractor or third parties on account of non-compliance by the contractor or his subcontractor with the obligations by virtue of the Wet Ketenaansprakelijkheid.

### Article 13 – Liability and insurance

- a. To the extent permitted by the law, all claims for damages against us are excluded, specifically, we do not accept any liability for trading losses, losses arising through delay, loss of opportunity and/or any other consequential losses.
- b. The contractor is obliged to take out an adequate insurance policy against possible claims under the law and under the agreement, including these general purchase conditions. If requested, the supplier will allow us to inspect the policy and provide evidence that the premium has been paid.

### Article 14 – Intellectual property rights

- a. All auxiliary materials, such as drawings, designs, moulds, dies, templates or specific tools, needed for the performance of the goods, which we provide to the contractor or which he produces or purchases at our expense, remain or will become our property.
- b. The contractor shall keep these auxiliary materials on loan, clearly marked as our property. He will keep them in good condition and as such bears all the risks until they have been delivered to us.

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c. The contractor will only use these auxiliary materials for the performance of the agreement. He will not, without our prior written permission, use these auxiliary materials for other purposes, copy or multiply them, nor hand them to a third party, in any form or any manner, or make them accessible for third parties.

d. The contractor guarantees that the goods do not infringe any copyrights, patents, pending patent applications, or industrial or intellectual property rights of third parties and he will indemnify us, and the end user, against such claims, if and in so far as the infringement is not the result of a design supplied by us.

e. In the event of infringement, both during and after termination of the agreement, of one or more obligations in this article, the contractor will forfeit an immediately due and payable penalty of € 20,000 for each infringement and € 2,000 for every day that the infringement continues. This penalty does not affect the right to additional compensation.

### Article 15 – Transfer of rights and obligations

a. The contractor may not transfer his rights and obligations under the agreement, either in full or in part, to a third party without our prior written permission. Such permission is without prejudice to all the obligations of the contractor under the agreement.

### Article 16 - Termination

a. In the event that the contractor fails to perform any of his obligations under the agreement, including the general purchase agreement, or does not perform them properly or in time, or in the case of (an application for) bankruptcy or a moratorium and in the case of liquidation, closure or takeover of the contractor's company, withdrawal of licences relevant to the performance of the agreement, seizure of (part of) the business property or matters intended for the performance of the agreement, the contractor will be in default by operation of law and all the amounts owed by the contractor to us will be immediately payable.

b. In the aforementioned cases we will be entitled to terminate the agreement, without further notice of default and without court intervention, wholly or in part, by giving notice in writing to the contractor, without prejudice to all other rights we are entitled to, including the right to full compensation and/or right of suspension. Any sums paid by us to the contractor will be returned to us immediately. If we terminate the agreement by virtue of this paragraph, we will not be liable to pay any compensation to the contractor or any other party.

c. All debts which the contractor may or will owe to us will be immediately payable in full.

### Article 17 – Price and payment

a. Unless otherwise stipulated in the agreement, the agreed price, excluding VAT, will be binding. We will only accept contract variations if they have been agreed in writing. Payment will be in the manner and at the times(s) set out in the agreement.

b. Payment will be without prejudice to any of our rights and does not imply acceptance of the goods.

### Article 18 – Set-off

a. We are entitled to set off any financial claims the contractor may have on us with similar claims we and other companies with which we are affiliated in a group of companies have on the contractor.

### Article 19 - Confidentiality

a. The contractor is obliged, both during and on termination of the agreement, to maintain absolute confidentiality with respect to all business matters that come to his attention under this agreement, in the broadest sense of the word, including information concerning instructions, designs, schedules and so on. The contractor is not entitled to disclose the existence of its agreement with us to third parties in brochures, advertisements or otherwise in media or letters etc. without our prior written permission.

b. In the event of a breach of one or more obligations set out in this article, the contractor will owe us an immediately payable penalty of € 20,000 for each breach. This penalty does not affect our right to additional compensation or to seek an injunctive relief from a court with competent jurisdiction.

### Article 20 – Recall

a. If a situation arises that forces us to take steps to recall a product, the contractor will be informed of this as soon as possible and the contractor will give his full cooperation. If a recall is deemed necessary, we will take the necessary steps.

b. The costs for the recall will be deemed to include the total amount of the number of products that are recalled, plus all other costs and expenses, including reasonable legal costs, incurred by the recall. In the event of a recall, the costs will be fully borne by the contractor.

c. The compensation paid for the costs made for a recall does not affect the compensation for any damage we sustain as a result of the situation necessitating the recall.

### Article 21 – Collection costs

a. If the contractor fails to meet one or more of his obligations, all direct and indirect costs incurred to obtain an out-of-court settlement will be at the expense of the contractor.

b. Any reasonably incurred extrajudicial, judicial and execution costs will be immediately due and payable and will also be at the expense of the contractor. The extrajudicial costs will be at least 15% of the claim. Subject to the provisions of these conditions and in particular our right of set off, is any sum due to be paid in relation to these conditions is not paid on its due date of payment it shall bear Dutch legal commercial interest until payment in full is made.

### Article 22 – Force majeure

a. If as a result of force majeure either party is unable to perform its obligations under these conditions, the agreement or other agreements made between the parties, and it has been established that performance will be permanently impossible, or if more than 30 working days have lapsed, the other party may terminate the agreement without court intervention, with immediate effect, either in full or in part, by means of a registered letter, without being obliged to pay compensation.

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b. Force majeure does not include: illness of staff, lack of staff, strikes, traffic obstructions, unsuitable delivery and/or liquidity or solvency problems on the part of the contractor.

### Article 23 – Ethical Trading Practices

a. Bribery. Contractor shall not offer any bribe or inducement with respect to the Goods or Services offered. Contractor warrants it has anti-bribery policies in place and shall comply with all anti-corruption or anti-bribery laws applicable in the jurisdiction in which contractor operates.

b. Compliance with Legislation. Contractor shall comply with all applicable legislation as it applies to the treatment of employees, working conditions and environmental standards.

c. Ethical Trading. Contractor warrants its employment and health & safety practices meet the guidelines of the ETI Base Code. Upon our request, contractor shall provide evidence of compliance.

### Article 24 – Wet Ketenaansprakelijkheid (Wages and Salaries Tax and Social Security Contributions)

a. If and in so far as the Wet Ketenaansprakelijkheid applies to [part of] any order, we will be entitled to transfer the wage tax and contribution component of each invoice directly into a guarantee account or to the collector of taxes or the industrial insurance board, stating the reference to be given by the contractor.

b. If and in so far as the contractor is held accountable by virtue of article 35 and/or 36 of the Invorderingswet (Collection of State Taxes Act) 1990 or article 16b of the Coördinatiewet Sociale Verzekeringen (Social Security Coordination Act), the contractor will have no possibility of recovery with respect to the client in accordance with article 55 of the Invorderingswet and/or article 16f of the Coördinatiewet Sociale Voorzieningen.

c. In addition to the provisions in the aforementioned articles 23.a and 23.b, the contractor is obliged to provide us with all relevant information/data. The contractor indemnifies us against all claims made by the Tax and Customs Administration or the industrial insurance board with respect to this, as well as against any recovery claims of third parties. If any third parties have been engaged [never without the permission of the client], the contractor will include this provision in the agreement concerned and ensure that the third party also includes this provision in all agreements he enters into.

### Article 25 - Arbitration

a. All disputes (even where regarded as such by only one of the parties) that may arise as a result of the agreement or any subsequent agreements arising from the agreement will, to the exclusion of the ordinary court, be submitted to the judgement of arbitrators, appointed and delivering a judgement in accordance with the regulations of the Nederlandse Arbitrage Instituut (Netherlands Arbitration Institute) (N.A.I.) at Rotterdam. If this arbitration tribunal is lacking, either party may apply to the President of the District Court of Rotterdam, with the request to appoint three arbitrators, who will deal with the dispute in accordance with the articles of association of the N.A.I.

### Article 26 – Applicable law

a. The agreement and any subsequent agreements arising from the agreement are exclusively governed by Dutch law. The provisions of the Vienna Convention of 11 April 1980, Treaty Series 1981,84 and 1986,61 are excluded.

### Article 27 – Translation

a. In the event of lack of clarity in a translated version, the Dutch version will be decisive.