



## GENERAL TERMS AND CONDITIONS OF VDL Wientjes Emmen bv

### Article 1: Definitions

The following capitalised terms have the stated meanings:

- 1.1 Services:  
The work to be performed by the Supplier for the Client.
- 1.2 Goods:  
Corporeal objects to be delivered and property rights to be provided by the Supplier to the Client, including parts, accessories and components thereof.
- 1.3 Supplier:  
The Client's other party.
- 1.4 Client:  
VDL Wientjes Emmen bv, having its registered office and principal place of business at Phileas Foggstraat 30, 7825 AK Emmen, listed in the business register of the Chamber of Commerce under number 0426206.
- 1.5 Agreement:  
The Written arrangements between the Client and Supplier on the provision of Goods and/or Services.
- 1.6 Production Tools:  
Dies, moulds, forms, stamps, gauges, models, drawings, methods, production technologies and other tools, working methods and instructions that the Supplier needs to provide the Goods and/or Services.
- 1.7 Written/in Writing:  
In these Conditions, electronic data traffic is considered equivalent to written documents.
- 1.8 Conditions:  
These general purchasing conditions.

### Article 2: Applicability

- 2.1 These Conditions apply to all Agreements and all requests, offers and orders regarding the provision of Goods and/or Services by the Supplier to the Client.
- 2.2 The Supplier's general terms and conditions are explicitly rejected.
- 2.3 Amendments or additions to these Conditions will only be binding on the Client if these have been agreed upon with the Client in Writing and will only apply to the Agreement in respect of which the amendment or addition was agreed, unless agreed otherwise in Writing.

### Article 3: Formation of the Agreement

- 3.1 Requests for offers issued by the Client will not be binding on the Client.
- 3.2 Unless agreed otherwise in Writing, the Supplier's offers will be valid for a period of at least three months after the date of the offer.
- 3.3 The costs involved in an offer, including but not limited to the costs of drawings, designs and samples, are payable exclusively by the Supplier.
- 3.4 The Agreement is formed and will be binding on the Supplier as soon as the Supplier's offer has been confirmed in Writing by the Client's purchasing department. If the Client has given the Supplier an order, an Agreement will be formed as a result as soon as the Supplier has confirmed the order. Orders must be confirmed in Writing within 5 working days of the date of the order, failing which the order will be cancelled.

### Article 4: Prices

- 4.1 The prices include all costs in connection with compliance with the Supplier's obligations, including those of storage, transport, insurance, packaging, inspections, tests, certificates, required permits, manuals in the Dutch language, customs duties and (social) levies and taxes, with the exception of the value added tax (VAT), unless otherwise agreed in Writing. Prices are based on delivery DDP (INCOTERMS 2015) at the agreed place of delivery.
- 4.2 The prices are fixed, unless the Agreement states the circumstances that may result in price adjustments and determines the manner in which the prices will be adjusted.

### Article 5: Changes and additional work

- 5.1 The Client will at all times be authorised, in consultation with the Supplier, to change the quantity and/or nature of the Goods and/or Services to be provided. Changes will be agreed upon in Writing.
- 5.2 If, in the Supplier's opinion, a change required by the Client has consequences for the agreed price, delivery time or other relevant circumstances, it will be obliged, before complying with this change, to inform the Client thereof in Writing as soon as possible, and within no more than 5 working days of notification of the required change. If the Client deems these consequences unreasonable, the parties will consult about this.
- 5.3 The Client will only be obliged to pay for work not included in the Agreement if this work and the consequences thereof for the agreed price have been agreed on with the Client in advance in Writing and the Client has given a Written order for the work to be performed on the basis of that agreement.

### Article 6: Invoicing and payment

- 6.1 Unless agreed otherwise in Writing, the Supplier will only invoice the Client for the Goods and/or Services provided after those Goods and/or Services have been approved. If the Agreement pertains to the provision of continuous, periodic Services, the Supplier will invoice the Services concerned once a month in arrears.
- 6.2 Any right to invoice will lapse after the expiry of 24 months from the day on which the Goods and/or Services in question were provided to the Client.
- 6.3 The Supplier's invoice must quote the name of the person who placed the order, the order and item number stated by the Client as well as, to the extent applicable, the weight, quantity, description and agreed price of the Goods and/or Services in question. If the Agreement pertains to the performance of Services that will be charged to the Client on an hourly, half-day or daily basis, the Supplier must also enclose a detailed timesheet. Invoices that do not comply with these requirements will be returned by the Client with the request to supplement any missing data.
- 6.4 If the Client has approved the invoice, it will pay the invoice within 30 days of the invoice date and by the end of the month. If the invoice did not comply with the requirements set in Article 6.3, this period will commence on the first day of the month following the day on which the Client receives a proper invoice from the Supplier.

- 6.5 If it has been agreed that the Client will pay in advance, the Client will be entitled to require that the Supplier, as security for the repayment of that advance payment, provides an unconditional and irrevocable bank guarantee at its own expense issued by a bank that is acceptable to the Client.
- 6.6 Payment by the Client does not in any way whatsoever constitute a waiver of rights.
- 6.7 The Client is authorised to set off the amounts that it owes the Supplier against amounts that it (and/or other companies that belong to the same group as the Client) has to claim from the Supplier (and/or from other companies that belong to the same group as the Supplier). If, in the event of setoff, amounts are in different currencies, the Supplier will determine in which of those currencies setoff will be made. Conversion will be at the official rate applicable on the date on which payment is due according to the invoices in question.

#### Article 7: Delivery

- 7.1 Unless agreed otherwise in Writing, delivery will take place DDP (INCOTERMS 2015) at the agreed place of delivery. The Supplier may only deliver early or in batches if the Client has given its Written permission for this.
- 7.2 The agreed time of delivery by the Supplier is of essential importance to the Client. Accordingly, the Supplier will be in breach without further notice in case of late delivery.
- 7.3 The Supplier must immediately inform the Client in Writing of any imminent failure to meet the agreed time of delivery.
- 7.4 The Client has the right to suspend the delivery. In that case, the Supplier will store, preserve, secure and insure the Goods to be delivered in a properly packaged, separate and recognisable manner.
- 7.5 The Supplier is obliged to make any documentation belonging to the Goods and/or Services to be delivered available to the Client prior to or at the time of delivery. The Client is at liberty to use this documentation, including but not limited to the reproduction thereof for its own use.
- 7.6 Goods must be packaged properly and reliably and, if necessary, be marked with the Client's additional instructions, so that they reach the place of destination and are received in good condition.
- 7.7 The Goods to be delivered should include a packing list. The packing list should state the name of the person placing the order, the order and item number stated by the Client, the quantity and correct description of the Goods in question.
- 7.8 All packaging, excluding return packaging, will become the property of the Client upon delivery, unless the Client waives this option. The Supplier must pay for the costs of returning the packaging or return packaging.

#### Article 8: Guarantees

- 8.1 The Supplier guarantees for a period of at least 12 months after delivery: (i) that all delivered Goods are suitable for the purpose for which they are intended, if this intended use was communicated to it or could otherwise reasonably be known to the Supplier; (ii) that these are in accordance with the agreed specifications and approved samples; (iii) that the Goods have been manufactured to a high standard, are of good quality and are free from construction or manufacturing faults and/or faults in the material; and (iv) that the Goods and their operation comply with mandatory provisions, among other things pertaining to health, safety, environmental hygiene and electromagnetic breakdowns, applicable in the country for which the Goods are intended, if it was informed of this destination or should otherwise reasonably be familiar with it.
- 8.2 If the Agreement pertains or also pertains to the delivery of Services, this will take place in a professional manner and to a professional standard. The Supplier will carry out the Services with a sufficient or agreed number of persons and quantities of materials, parts, devices and equipment, with the appropriate or agreed qualifications or quality. The Supplier guarantees that the Services will be performed in accordance with the agreed requirements and that the intended result as evidenced by the Agreement will be achieved.
- 8.3 For the personnel performing the above-mentioned Services: the Supplier guarantees that the terms of employment agreed with its personnel are in line with the market and, furthermore, that, with regard to its personnel, all applicable statutory regulations and regulations for which the collective labour agreement provides are satisfied.
- 8.4 If the Client discovers that the Goods and/or Services provided by the Supplier do not conform to the guarantees included in Articles 8.1, 8.2, and 8.3, the Client will inform the Supplier of this as soon as possible in Writing. The Supplier will take care of replacement or repair of the defects discovered by the Client within 5 working days. If the Supplier does not fulfil this obligation, the Client will be entitled, at the Supplier's expense, to purchase the necessary Goods from a third party and/or to have the necessary Services performed by a third party, all without prejudice to all other options available to the Client pursuant to the Agreement or the law.

#### Article 9: Inspection

- 9.1 The Client is authorised, but not obliged, to inspect the Goods and/or Services, as well as the equipment and material used in the performance of the Agreement, or have these inspected, both prior to and after the delivery or provision thereof. The inspection itself does not constitute delivery, purchase or acceptance of those Goods and/or Services.
- 9.2 The Supplier will cooperate in the inspection at no cost and will provide the Client or its representative access on demand to the place where the Goods are manufactured or stored or where the Services are performed. The Supplier will furthermore provide the Client or its representative with all information that the Client reasonably requires to assess whether the Supplier is fulfilling its obligations pursuant to the Agreement.
- 9.3 The provisions of Article 8.4 of these Conditions will apply in case of rejection.
- 9.4 At its discretion, the Client will either return rejected Goods to the Supplier or retain these until the Supplier has given the Client further instructions in that respect. Rejected Goods will be at the Supplier's risk from the time that the notification referred to above has been sent to the Supplier. The ownership of the rejected Goods will rest with the Supplier again from the date of the notification referred to above. On the Client's demand, the Supplier will also repay immediately and in full all amounts paid in advance with respect to those rejected Goods and/or Services.

#### Article 10: Personnel

- 10.1 Personnel engaged by the Supplier in the performance of the Agreement will comply with the special requirements set by the Client and, in the absence thereof, the general requirements of craftsmanship and expertise. If, in the Client's opinion, the personnel are insufficiently qualified, the Client will be authorised to order removal of these personnel. In that case, the Supplier will be obliged to replace the personnel.
- 10.2 The Client is authorised to access terms of employment agreed with the personnel in individual or collective agreements if the Client deems this necessary to prevent or deal with a wage claim of the Supplier's personnel at the Client's expense.
- 10.3 The Client is authorised to establish the identities of personnel that the Supplier uses in the performance of the Agreement.
- 10.4 The Supplier must ensure that the presence of its personnel at the Client's site and buildings does not interfere with the undisturbed progress of the work of the Client or third parties.
- 10.5 Prior to the start of the performance of the Agreement, the Supplier and its personnel must acquaint themselves with the contents of the rules and regulations that apply on the Client's site and in its buildings, among other things with respect to safety, health and the environment, and must act accordingly.
- 10.6 The Supplier guarantees towards the Client that the wages, social insurance contributions, VAT and wage tax (including national insurance) will be paid on time. The Client will be entitled to access the Supplier's (payroll) accounts with the aim of verifying compliance with this provision. The Client will at all times be entitled to withhold



the amounts in question from the price owed to the Supplier and to pay these directly to the entitled employee, the industrial insurance board or the Tax and Customs Administration on the Seller's behalf. This payment will discharge the Supplier vis-à-vis the Client for the amounts in question. The Supplier will indemnify the Client against any liability ensuing from non-compliance by the Supplier with obligations vis-à-vis its personnel, the Tax and Customs Administration, the UWV (Employee Insurance Agency) and/or third parties.

#### Article 11: Outsourcing to third parties

- 11.1 Full or partial delegation or outsourcing of work to third parties, or the use of workers made available or hired, by the Supplier will be allowed only after the Client has given its prior consent in Writing.
- 11.2 In the event of full or partial delegation, outsourcing, or use of workers made available or hired, the Supplier will ensure that such third parties and workers are contractually bound by the Agreement between the Client and the Supplier. The Supplier will remain fully responsible and liable for compliance with the Agreement and will indemnify the Client against any liability, particularly with respect to the Dutch Labour Market Fraud (Bogus Schemes) Act (*Wet Aanpak Schijnconstructies*).

#### Article 12: Ownership

- 12.1 All the Production Tools and all materials and parts that the Client has made available to the Supplier for the performance of the Agreement will remain the Client's property.
- 12.2 If the Agreement also pertains to the development and/or manufacture of Production Tools, they will become the Client's property after they are ready. The Supplier must transfer the title to the Production Tools in question to the Client, including the intellectual property rights and know-how embodied in them, by means of a Written statement as soon as they are ready.
- 12.3 The Supplier will hold the Production Tools and the materials and parts that are owned by the Client on loan for the Client. In that respect, the Supplier will ensure that the Production Tools and/or the materials and parts are marked in such a manner that it is clear to third parties that the Client is the owner. The Supplier will also keep these separated from its own items and insure them properly against loss, damage or theft.
- 12.4 If the Agreement pertains to the treatment of materials made available by the Client and the Supplier fails to fulfil its obligations in that respect to such an extent that the materials can no longer be used, the Supplier must reimburse the Client for the materials, without prejudice to any other rights that the Client has pursuant to this Agreement or the law.
- 12.5 The Client will at all times and in all circumstances reserve the right to take back its property - regardless of whether this has already been treated or used by the Supplier - in exchange for reimbursement of any treatment costs owed by the Client.
- 12.6 The Supplier will not use the Production Tools, materials and parts owned by the Client, nor allow these to be used by or for third parties, for or in connection with any purpose other than the performance of the Agreement.

#### Article 13: Intellectual property

- 13.1 Unless agreed otherwise in Writing, the intellectual property rights relating to inventions, designs, data collections, drawings, recommendations, work instructions and other works that the Supplier has developed or manufactured in the performance of the Agreement will be vested in the Client. Only the Client will have the right to make the applications and registrations necessary to protect those rights.
- 13.2 By entering into this Agreement, the Supplier transfers the rights referred to in Article 13.1 to the Client. In so far as required by law, the Supplier will cooperate in the transfer of the rights in question on the Client's demand.
- 13.3 The Supplier guarantees towards the Client that it has made arrangements with its employees and third parties engaged by it to ensure that the rights referred to in Article 13.1 can be transferred freely to the Client.
- 13.4 The Supplier will indemnify the Client against third-party claims that are based on the allegation that the Goods and/or Services provided by the Supplier infringe the intellectual property rights of such third parties.

#### Article 14: Confidentiality

The Supplier will use all data and information received orally or in Writing from the Client exclusively for the performance of the Agreement. The Client will retain ownership of all this data and information, which, to the extent that it is in Written form, must be returned to the Client immediately on request, including any reproductions thereof. The Supplier will be obliged to observe absolute secrecy with respect to all this data and information and it will not refer to this data and information or the fact that it makes or has made deliveries to the Client in publications, advertisements or otherwise in oral or Written form, unless it has the Client's prior Written consent.

#### Article 15: Insurance

With respect to its liability vis-à-vis the Client pursuant to the Agreement or the law, the Supplier will take out and maintain sufficient insurance and will furthermore take out and maintain insurance on all regular conditions for all insurable risks in its business operations. At the Client's request, the Supplier will immediately submit a certified copy of its insurance policies and proof of premium payment.

#### Article 16: Termination, cancellation

- 16.1 If the Supplier does not, not in due time or not properly fulfil any obligation pursuant to the Agreement (if fulfilment is not permanently impossible: in spite of demands stating a reasonable period of time for fulfilment), as well as in the event of a suspension of payments, liquidation, a guardianship order or winding-up of the Supplier's company, or a petition for any of the above, the Client will be entitled, without judicial intervention and without notice of breach of contract, to terminate the Agreement or part of it by means of a mere Written statement.
- 16.2 If the Agreement pertains to a continuous or recurring provision of Goods and/or Services, the Client will at all times be entitled to cancel the Agreement with due observance of a notice period of 20 working days, without being obliged to pay any compensation for loss or damage.
- 16.3 If the Agreement pertains to the performance of Services and was entered into for a specific project, the Client will also be entitled to cancel the Agreement with due observance of a notice period of 20 working days. In that case, the Client will only be obliged to pay a proportionate part of the agreed price.
- 16.4 Upon termination of the Agreement pursuant to this Article 16, the Supplier will be obliged to comply with a request from the Client to hand over all that the Supplier has developed or manufactured for the Client within the scope of the Agreement, even if this is not ready yet.

#### Article 17: Disputes and applicable law

- 17.1 Dutch law is applicable to all Agreements to which these Conditions apply either wholly or partially. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are explicitly excluded.
- 17.2 Disputes between the parties, including those that are only considered disputes by one of the parties, will be resolved in consultation as far as possible. If the parties cannot reach a resolution, all disputes arising from requests, offers, orders and Agreements, by whatever name, will be settled by the court of competent jurisdiction in the district where the Client's business is established.



**Article 18: Concluding provisions**

- 18.1 While the Agreement is in place and for a period of one year following its termination, the Supplier will only employ or otherwise directly or indirectly hire employees and/or other workers of the Client who were involved in the performance of the Agreement after the Client has given its prior Written consent. Workers will be also understood to mean workers who were in an employment relationship with the Client less than 6 months earlier.
- 18.2 In the event of a breach of Article 18.1, the Supplier will owe an immediately due and payable penalty of EUR 25.000,00 for each breach and EUR 1.000,00 for each day that the breach continues. This penalty will not affect the right to full compensation for loss or damage in accordance with the statutory provisions.

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