

FIB Industries BV's General Terms and Conditions of Purchase

PART A GENERAL SECTION

In these General Terms and Conditions, the following is understood under:

- a. FIB: FIB Industries BV.
- b. Contractor: the natural person or legal entity with whom FIB concluded the Agreement for the supply of Products or the performance of Activities.
- c. Client: FIB's Client
- d. Agreement: the Agreement between FIB and the Contractor, for the performance of Activities and / or the supply of Products and / or Services by the Contractor, to which these General Terms and Conditions were declared applicable.
- e. Performance: the Products and / or Activities offered by the Contractor.
- f. Product(s): goods (such as materials and raw materials) supplied by the Contractor, pursuant to the Agreement concluded between FIB and the Contractor.
- g. Work: the result of the Activities.
- h. Activities: the Services described in the Agreement and the associated actions performed by the Contractor, pursuant to the Agreement.

Article 1. Applicability

1. These General Terms and Conditions of Purchase are applicable to any offer made to FIB and to all Agreements concluded between FIB and the Contractor, insofar as the parties have not expressly agreed otherwise in writing. Other general terms and conditions that apply with the Contractor or any third party shall not be applicable and are hereby expressly rejected.
2. Part A of these General Terms and Conditions shall apply to all Agreements.
3. Part B of these General Terms and Conditions shall only apply if and insofar as the Agreement (also) provides for the supply of goods.
4. Part C of these General Terms and Conditions shall only apply if and insofar as the Agreement (also) provides for the contracting of work, or the provision of services.

Article 2. (Establishment of the) Agreement

1. Each quotation issued by the Contractor shall be considered an irrevocable offer.
2. The Agreement is established as soon as FIB has accepted the Contractor's offer in writing. If the Contractor delivers a Performance or makes preparations for such Performance, before receiving a written order confirmation, the Contractor will have done so at its own risk and for its account.
3. FIB shall not be bound by verbal assurances or agreements provided by its employees or other subordinates, once FIB has provided its written confirmation.
4. The content of the order from FIB shall take precedence if there is a difference between the

content of the order from FIB and the content of the Contractor's confirmation of such order.

5. Amendments to the Agreement shall only be valid if agreed to in writing between FIB and the Contractor.
6. FIB is entitled to dissolve the Agreement at all times, free of charge, if the Contractor has not started on (execution of) the Performance. If FIB proceeds to dissolve the Agreement at a later stage, FIB will refund all direct expenses incurred by the Contractor, if and insofar as such expenses are reasonable and demonstrable. Additional compensation (for damages) is excluded.
7. The Contractor waives any rights for dissolution of the Agreement.
8. Acceptance on FIB's part, of deliveries or performances, as well FIB's payments for such, will not imply approval and / or acceptance of defects
9. FIB will not return the documents or samples that were provided with the quotation.

Article 3. Quality and capacity of the goods for delivery.

1. The Contractor is obliged to ask FIB for clarification or an explanation, immediately and without delay, in the specified manner, before proceeding to execute the Performance, if the Contractor discovers apparent deficiencies or missing goods in the Agreement and in the accompanying documents.
2. The Contractor guarantees that the goods for delivery:
 - a. will be of good quality and free of defects (for the delivery of goods), and, for the performance of Activities, will be carried out by qualified personnel, with the use of new materials;
 - b. will conform fully to the provisions of the Agreement, the listed specifications and FIB's reasonable expectations with respect to characteristics, quality and reliability of the goods for delivery;
 - c. are suitable for the purpose for which the goods are intended by nature or based on the order;
 - d. comply with the applicable statutory requirements of the Netherlands and the other applicable (international) government regulations;
 - e. comply with the customary norms and standards of the relevant branch of trade or industry;
 - f. comply with the CE markings or EC declaration of conformity for machines / safety components or the 'manufacturer's certification of conformity', in line with the statutory European directive; the Contractor will provide the CE declaration of conformity. If the Agreement refers to technical, safety-, quality-, environmental- or other regulations and documents that were not added to the Agreement, the Contractor will be deemed to be familiar with such, unless the Contractor informs FIB to the contrary, immediately and in writing. FIB will then provide the Contractor

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with more information on the regulations and documents. The Contractor will make an active effort to minimise the environmental impact of its products, packaging, raw- and input materials. Activities that may have a negative impact on the environment, due to emissions into the air, water or soil, must be registered expressly in advance. The Contractor must, for its own account, take responsibility to obtain the necessary permission, permits or licences that may be required for implementation of the Agreement and for compliance with the conditions listed therein.

Article 4. Price / contract price, additional work.

1. The agreed price or contract price is a fixed price, in euros, and is inclusive of all costs (like the costs for transport, insurance, other taxes and levies (such as import- and export duties), on-location packaging facilities for personnel, import duties, storage, costs for the disposal and / or processing of waste, costs for drawing and calculation work, supervision, certification, equipment, and all other costs that may reasonably be required for performance of the Activities or the supply of Products), unless expressly specified otherwise in the Agreement.
2. FIB is entitled to alter the scope of the goods for delivery, even if this results in additional- or less work. If the Contractor is of the opinion that the change will hold consequences for the agreed price or delivery time, the Contractor will inform FIB immediately and in writing and, in the event of additional work, will issue a written quotation specifying the price and the associated deadline, as well as the consequences for the other Activities to be performed by the Contractor. The Contractor will not proceed with additional work before a written order for such work is issued by FIB. In any event, additional work will not include activities that the Contractor could or should have made provisions for when the Agreement was concluded, to be able to supply the agreed performance(s) and functionality / functionalities or due to a shortcoming on the Contractor's part.

5. Invoicing and payment

1. Invoices should be submitted, with indication of the order number, in accordance with the order and specified per position, under the position number(s). FIB will be entitled to defer payment as long as this information is missing from the invoice.
2. Duplicates of bills should be marked as duplicates.
3. FIB will make payment within 60 days of acceptance of the Performance and after receipt of correct invoicing. Payment does not, in any way, constitute a waiver on FIB's part to revisit the execution of an order.
4. FIB is entitled, by way of a setoff declaration, to offset its outstanding claims against the payments owed to the Contractor.
5. FIB may choose to request a deposit or bank guarantee from the Contractor, before proceeding to

make goods available, or in the event of full or partial payment in advance.

6. FIB will be entitled to defer payments to the Contractor, if the Contractor fails to comply with any obligations stemming from the Agreement, including failure to comply with the General Terms and Conditions of Purchase in full.
7. The Contractor waives any right of retention or statutory right of suspension.
8. FIB will be entitled to pay part of the price to an escrow account or directly to the involved Trade Association or Tax Administration, if deemed fit by FIB in certain cases. This part will equal the amount for which FIB could be held jointly and severally liable, in its opinion, under the Sequential Liability Act (Dutch: Wet Ketenaansprakelijkheid) or other legislation. The Contractor will indemnify FIB against any claim from the Trade Association or Tax Administration.
9. Credit limitation charges will not be taken into account.

Article 6. Delivery.

1. Deliveries will be 'Delivery Duty Paid' (prepaid), unless otherwise agreed in advance in writing. Unless FIB has consented in writing, partial deliveries will not be allowed.
2. The delivery date, -dates or -deadline(s) under the Agreement will apply as strict and fatal deadlines for the entire delivery, including delivery of the accompanying drawings or other documents.
3. The Contractor will notify FIB immediately if circumstances arise which could result in an agreed delivery date, -dates or -deadlines being missed.
4. If the Contractor has exceeded an agreed delivery date, -dates or -deadlines, FIB will be entitled to charge a penalty of 1% of the price of the goods for delivery, per calendar week or part of a calendar week, up to a maximum of 10%, which will be claimable immediately on the date on which imposed, without the need for a prior default notice. Imposing, collecting or offsetting this penalty will not affect FIB's right to claim compliance, compensation for damages and / or dissolution.

Article 7. Inspections.

1. FIB is entitled to have the goods for delivery inspected or audited at the Contractor's location, prior to delivery, by officers appointed for this purpose by FIB. The Contractor is obliged to provide all necessary cooperation in this regard.
2. If, due to an act or omission on the Contractor's part, an inspection does not take place or cannot take place at the time indicated by FIB, FIB will be able to recover possible extra costs from the Contractor.
3. The Contractor cannot derive any rights beforehand from the results of an inspection. FIB is entitled to inspect the goods for delivery at the agreed location, prior to acceptance. If FIB rejects the goods, FIB will inform the Contractor and may choose to have the goods replaced or repaired, or may proceed to dissolve or annul the Agreement. This will not affect

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FIB's right to claim compensation for damages. Furthermore, rejection will not lead to an extension of the delivery date.

5. All costs related to inspections and re-inspections will be borne by the Contractor, except the costs for the inspection officers appointed by FIB.

Article 8. Packaging and dispatch.

1. The Contractor will pack the goods for delivery, in the most economical, safe and careful way possible, in such a way that the consignment can be handled during transport and offloading. The Contractor will ensure that the goods make it to the destination in good condition. Special packaging to be returned to the Contractor must be indicated as such. The Contractor must always include the available Safety Data Sheets for the goods or packaging with the delivery. The Contractor will mark the consignment with the FIB order- and reference number and the number of packages as well as the correct delivery address information. The exterior of the package will be equipped with a packing list indicating the content of the consignment. FIB may refuse a delivery if these requirements are not met.

Article 9. Warranty.

1. If the delivery does not appear to meet the conditions set out in Article 3 of these General Terms and Conditions, within the warranty period, the Contractor will, for its account, replace, repair or re-execute the delivery, upon FIB's first request to that end, without prejudice to FIB's other rights under the law.
2. If the Contractor still fails to meet its warranty obligations, FIB will be entitled to have the goods replaced, repaired or re-executed, for the Contractor's account, with or without assistance from third parties. FIB will inform the Contractor in advance, to the greatest extent possible, if it will be invoking this right. If the parties have not agreed on a warranty period, the warranty period will be 24 months from the date of delivery or handover. For goods that are intended to be processed (incorporated) in installations or systems, the warranty period will only commence once the installations or systems have been completed (upon handover) or delivered, on the understanding that the warranty period will end no later than 36 months after the date on which the goods were delivered.
3. The warranty period will be extended with the period in which the delivery did not meet the provisions of Article 3 of these General Terms and Conditions. For replaced, repaired or re-executed parts of a delivery, the warranty period will again be equal to the original warranty period.

Article 10. Shortcomings and Dissolution.

1. Without prejudice to FIB's other rights, FIB will be entitled to dissolve the Agreement entirely or in part, by way of a written statement, if:

- the Contractor is in default in connection with fulfilment of one or more obligations stemming from the Agreement;

- the Contractor has been declared bankrupt, has requested suspension of payment, has ceased its operations or liquidated its assets, if a substantial part of its assets / commercial resources have been seized or if the Contractor's company has been transferred to a third party;

- if inspection or re-inspection results in rejection. The risk associated with delivered goods will still be borne by the Contractor in the event of dissolution. The goods will then be available to the Contractor and the Contractor must arrange to collect them. The Contractor will immediately refund what was already paid by FIB in connection with the dissolved Agreement.

2. All claims that FIB may have against the Contractor, will become immediately claimable in the event of dissolution as provided for in these General Terms and Conditions of Purchase.
3. Notwithstanding dissolution of the Agreement as intended in this Article, FIB will retain all its rights and the Contractor will retain all its obligations that arise from or relate to these General Terms and Conditions or pursuant to the law, including possible warranty obligations.

Article 11. Transfer of rights and obligations; outsourcing.

1. The Contractor is obliged to execute the Order and may not allow a third party to implement (or assist with implementation of the) Agreement, without express, prior and written permission from FIB. Furthermore, the Contractor will remain fully responsible for any possible input from third parties, in implementation of the Agreement, as if such input were its own Performance.
2. The Contractor is not allowed to assign, pledge or otherwise encumber the claims stemming from the Agreement, under any title whatsoever, in full or in part, or to transfer ownership of such claims, in full or in part, without FIB's prior written permission.
3. The Contractor must declare the provisions of the Agreement and of these General Terms and Conditions applicable by analogy, to any agreements with third parties who implement (part of) the Agreement for the Contractor - with FIB's permission - or under which the Contractor hires workers.

Article 12. Liability.

1. The Contractor is liable for and will indemnify FIB against any claim relating to damage that is the (direct or indirect) result of the Contractor's failure to fulfil the Agreement, failure to fulfil the Agreement on time or failure to fulfil it properly, or any violation on the Contractor's part, of any other contractual or non-contractual obligation towards FIB or third parties. This applies irrespective of whether the loss or damage was caused by the Contractor, its personnel, or by another party and /

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or persons enlisted by the Contractor for implementation of the Agreement.

2. The Contractor is fully liable for all loss or damage, including but not limited to business losses and / or lost profit, incurred by FIB or by third parties as a result of possible defects in the Performance supplied or any other shortcoming attributable to the Contractor. The Contractor will fully compensate FIB or any third party for all loss or damage incurred (including the actual judicial and extrajudicial expenses) as a result of such defect(s). Contrary to Article 6:96 section 4 of the Dutch Civil Code, and contrary to the Dutch Extrajudicial Collection Costs Decree (Dutch: Besluit vergoeding voor buitengerechtelijke incassokosten), all judicial and extrajudicial costs incurred on the collection of one of FIB's claims from the Contractor, will be borne by the Contractor, which costs are estimated by the parties to be at least 10% of the agreed price or contract price, with a minimum of €1,000, without prejudice to the Contractor's obligation to also pay if the costs are higher.
3. In this respect, the Contractor will take out sufficient liability insurance coverage, pursuant to the law and / or Agreement, to cover FIB's claims, and will maintain this coverage. The Contractor will also take out insurance and maintain insurance coverage for all insurable risks in its operations, under the normal conditions. At FIB's request, the Contractor will immediately disclose (a certified copy of) the policies and evidence of insurance contribution payments. The Contractor herewith already assigns to FIB all claims for payment under the insurance policy, insofar as such claims relate to loss or damage for which the Contractor is liable towards FIB.
4. FIB is not liable for loss or damage suffered by the Contractor or its employees, except in the case of intentional actions or wilful recklessness on FIB's part.

Article 13. Intellectual property rights; licences.

1. If intellectual property rights are related to the delivered goods or accompanying documents, FIB will receive the right of use, free of charge, by means of a non-exclusive, perpetual worldwide licence. All intellectual property rights resulting from execution of the delivery, by the Contractor, its personnel or third parties enlisted by the Contractor for implementation of the Agreement, will belong to FIB. At FIB's first request, the Contractor will be obliged to do everything that may be required to acquire and secure these rights. The Contractor guarantees that the delivered goods and / or services do not constitute an infringement of the intellectual property rights of third parties. The Contractor indemnifies FIB against all claims from third parties due to (alleged) infringements and will compensate FIB for any loss or damage suffered as a result of such claims.

Article 14. Confidentiality and information obligation.

1. The Contractor will provide FIB with all the information that may be important for FIB, in connection with the delivered goods and / or services. The Contractor will not share information on the delivered goods and / or services with its employees who are not involved with the delivery or with third parties, unless FIB has provided prior written permission to do so.
2. After implementation or dissolution of the Agreement, the Contractor will immediately return all information made available to it by FIB, including copies (or copies of copies), at FIB's first request to that end.
3. The Contractor will not be allowed to use FIB's information, name or logo in advertisements or in other commercial statements, without FIB's prior written permission.

Article 15. Compliance

1. If American technology has been incorporated in the goods and / or services, which falls under US Export Administration Regulations, EU export regulations or the export regulations of any other EU member state, the Contractor will be obliged to disclose such to FIB, in accordance with the applicable provisions.
2. The Contractor will not commit any corrupt actions, including extortion, fraud and / or bribery, whether directly or indirectly. The Contractor is obliged to comply with all relevant anti-corruption and anti-bribery legislation, including the OECD convention on combating bribery of foreign public officials in international business transactions and the UK Bribery Act 2010. The Contractor fully indemnifies FIB against the consequences of failure to meet the obligations on the Contractor's part. The Contractor is not allowed to incur expenses other than those allowed for legally admissible purposes. The Contractor is not allowed to give (cash) gifts or to make promises to officials or to clients or their representatives, relating to the award or the execution of the Performance. The Contractor is obliged to document all expenses incurred in connection with the project in a clear and transparent administration. These documents must be available for periodic inspection by FIB. The Contractor must also make sure that these actions do not occur along the chain.
3. The Contractor guarantees that the United Nations' Guiding Principles on Business and Human Rights are observed in its business activities. These guiding principles are available on the website: www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf
4. The Contractor guarantees the Client that it will oversee observance of the codes of conduct and the United Nations' Guiding Principles on Business and Human Rights, on the part of its employees. The Client is entitled to audit the Contractor and its Subcontractors, to verify observance of the provisions of

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this article. The Contractor will cooperate in the event of an audit, and will ensure that its Subcontractors also cooperate.

6. The Contractor will impose its obligations stemming from this article on its Subcontractors, with the obligation to subsequently impose the obligations stemming from this article on their subcontractors.

Article 16. Applicable law and disputes

1. The Agreement and any disputes resulting from the Agreement are governed by Dutch law. The applicability of the Vienna Sales Convention (Convention on the International Sale of Goods) is expressly excluded.
2. If any of the provisions of the Agreement or of these General Terms and Conditions contradict mandatory legislative provisions, the relevant provision will be declared invalid, whilst the other provisions will remain in full force. If and insofar as these General Terms and Conditions have been translated to other languages, the content and scope of the Dutch text will be decisive.
3. All disputes that may arise pursuant to the Agreement or pursuant to related Agreements, will be settled exclusively by the Judge with jurisdiction in FIB's district, unless the parties have expressly agreed otherwise in writing.
4. By way of derogation from section 3 of this article, FIB may exclusively decide that a dispute should be settled by way of arbitration, in accordance with the rules of the Netherlands Arbitration Institute, with the appointment of 1 or 3 arbitrators, where the latter will also be exclusively decided by FIB. The arbitration process will take place in Leeuwarden. The proceedings will be conducted in Dutch.

PART B DELIVERY OF GOODS

Article 17. Transfer of risk and ownership.

1. The Contractor accepts the risks for goods for delivery until such goods have arrived at the agreed delivery location and until one of FIB's appointed representatives has accepted the delivery in writing, with indication of his or her name. Ownership is transferred to FIB once delivery has taken place.
2. Models, stamps, moulds, casts, forms, calibres, drawings and the like, purchased or manufactured by the Contractor for the purpose of the delivery, will be deemed to have been made available by FIB, to the Contractor, as soon as these articles are delivered to or manufactured by the Contractor. If FIB makes goods available or is deemed to have made goods available to the Contractor for the delivery, such goods will remain or will become FIB's property and the Contractor will be obliged to keep these goods in its possession, clearly marked as FIB's property, and to make a declaration of ownership available to FIB, if requested.
3. Goods resulting from pooling, assimilation or otherwise, will become FIB's property as soon as they come into existence. The Contractor is deemed to have created the goods for FIB and will keep these

new goods in its possession, as FIB's property, and will make a declaration of ownership available to FIB, if requested.

4. The Contractor guarantees that full and unencumbered ownership will be transferred and that the Products to be delivered will not be subject to attachments, retention of title, third party rights, etc., and that FIB may freely take possession of the Performance. The Contractor waives its right of retention and any other statutory right of suspension. The Contractor indemnifies FIB against any loss or damage resulting from failure to observe the provisions of this article.

PART C OUTSOURCING AND (SUB)CONTRACTING OF WORK

Article 18. Execution of the activities.

1. In the event of (sub)contracting, the Contractor will record the progress of its Activities in reports, as indicated by FIB, and the Contractor will make these reports available to FIB for signing on a weekly basis.
2. An authorised individual from the Contractor must be present at all times during execution of the Activities, to allow the Contractor every opportunity to represent the execution of the Order.
3. The Contractor is obliged, during and after execution of the Activities, to keep the job site in a clean and tidy condition, and to deliver it as such, for its own account, and to dispose of empty packaging, rubble and waste, in accordance with the statutory provisions and -requirements. If the waste is not removed upon FIB's first request, FIB will be entitled to remove the relevant waste, or to have it removed, at the Contractor's risk and for its account.
5. FIB's directions to the Contractor, with respect to execution of the Order, must be followed without reservations.
6. The Contractor will not execute activities for FIB's Client and / or will not provide quotations and / or offers to any of FIB's Clients, with a view to expansion, replacement or modification of the work granted to FIB by the relevant Client. The Contractor will only execute orders or directions from FIB's Client, once the Contractor has obtained FIB's express written permission.
7. If the Order includes drawings or calculations, execution of the Order may not be started until FIB has approved the drawings or calculations. The Contractor may never derive any rights from such approval or rejection, nor will it release the Contractor from any obligations.
8. The Contractor will observe the Health and Safety Plan which will be drawn up for the work pursuant to the Working Conditions Decree, without reservations.

Article 19. Personnel

1. The Contractor is responsible for daily management and supervision of the Activities.
2. The Contractor will only deploy its own personnel, unless FIB has given express written permission to the contrary. The Contractor guarantees that the

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personnel can provide proof of ID, at all times, are skilled and properly qualified, and that the personnel will continue to adhere to the agreed quality levels for training, expertise and experience.

3. In the case of misconduct, incapacity or refusal to comply with directions or regulations for safety, working conditions, order, or the environment, FIB will be entitled to remove the Contractor's personnel member from the construction site, and to request that the intended personnel member be replaced, without FIB being liable for any extra costs. If such replacement will lead to loss or damage on FIB's part, the Contractor will compensate FIB for any loss or damage incurred as a result.
4. The Contractor will properly observe all wage-related obligations and any other obligations that the Contractor may have towards its personnel, along with the obligation to pay withholding tax and social security- and pension contributions. FIB will recover from the Contractor any wages or other payments that FIB may have to make to the Contractor's personnel and / or to the Subcontractor's personnel, under the applicable collective labour agreement.
5. Overtime is only permitted if FIB has provided its prior written permission.

Article 20. Hirer's liability

1. This article pertains to the liability of hirers, pursuant to the applicable legislation in the country where the Activities will be executed, with respect to the hirer's payment of withholding tax, social security contributions, turnover tax and similar taxes and levies).
2. The Contractor is obliged to present FIB with the following documents, at FIB's first request:
 - (a) its most recent registration in the commercial register of the Chamber of Commerce;
 - (b) its most recent registration with the Employee Insurance Schemes Implementing Body (Dutch: UWV);
 - (c) VAT- and withholding tax number;
 - (d) a declaration drawn up and signed by a registered accountant, indicating that the Contractor has paid the withholding tax, social insurance contributions and VAT in connection with implementation of the Agreement, for the employees enlisted by FIB, for the term of the Agreement;
 - (e) a declaration from the Receiver and from the Employee Insurance Schemes Implementing Body, regarding the Contractor's payment behaviour;
 - (f) a copy of the agreement for the G-account, or another escrow (bank) account which is no longer accessible to the Contractor, on which the taxes and contributions can be paid pursuant to the applicable laws and regulations;
 - (g) as well as all other documents that may be required to check if the Contractor has fulfilled its obligations stemming from the relevant

laws and regulations, or that the Contractor will (be able to) do so.

3. The Contractor must promptly comply with its obligations for payment of the taxes and contributions referred to in section 1, and is liable for any loss or damage that may be incurred by FIB if it were to be declared jointly and severally liable due to late payment or failure to pay on the Contractor's part. At FIB's request, the Contractor will provide the original declaration from the Tax Administration and other agencies, on which its payment behaviour is reflected.
4. If, and for such time as the Contractor has not provided the declaration from the registered accountant, as referred to in Article 20.2 under e., FIB will be entitled to defer payment of the amount for which FIB is at risk and for which it could be held liable. FIB will always be entitled to transfer the social insurance contributions, withholding tax and / or VAT to the intended (escrow) G-account or to pay the relevant amount directly to the Tax Administration; in so doing, FIB will also be released from its (payment) obligations towards the Contractor.
5. The Contractor indemnifies FIB against any claim from the Tax Administration and / or other agencies, pursuant to sequential liability.