

## **Article 1. General**

1. These conditions apply to all offers, requests and agreements between private limited company Dijkman Elektrotechniek B.V. (hereinafter referred to as: Dijkman) and any supplier of goods and/or provider of services (hereinafter referred to as: the Supplier), in so far as the parties do not deviate from these conditions expressly and in writing.
4. The general supply conditions and/or conditions of sale used by the Supplier or any industry organisation do not apply, unless Dijkman agrees to certain conditions expressly and in writing.
5. If one or more of these conditions are void or voided, the remaining provisions of these conditions will continue to apply to the agreement.
6. If there is uncertainty about the interpretation of one or more provisions of these General Conditions, interpretation must be based on the 'spirit' of these General Conditions.
7. In case a situation arises between the parties that is not regulated in these general conditions, such situations must be assessed in the spirit of these general conditions.
8. If Dijkman does not always demand strict compliance with these conditions, such does not mean that its provisions are not applicable or that Dijkman loses the right to any degree to demand strict compliance with the provisions of these conditions.
9. The Supplier that has concluded an agreement subject to applicability of these conditions is deemed to have agreed tacitly to the applicability of these conditions to agreements concluded later.

## **Article 2 Offers**

1. The Supplier does not have the right to charge costs incurred for the purpose of the conclusion of an agreement. This includes drawing up offers and/or calculations among other things.

## **Article 3 Contract**

1. Dijkman is only bound by agreements, assignments and changes thereto concluded in writing and/or confirmed by a Dijkman employee authorised to do so.
2. Oral agreements do not bind Dijkman.

## **Article 4 Price**

1. Unless agreed otherwise in writing, the prices stated in the agreement exclude VAT and include dispatch to the delivery address indicated by Dijkman. All other costs, such as packaging and the like are included in the stipulated price.
2. Changes to the purchase prices, wages, taxes or other operating costs, foreseen or unforeseen, do not constitute grounds for a price adjustment.
3. If the Supplier becomes aware of the fact that a price increase will be implemented with respect to any good, the Supplier will be obliged to notify Dijkman thereof in writing four months before this change. Dijkman will not be obliged to pay the price including the price increase until after these four months have expired.

## **Article 5 Transfer of obligations to a third party**

1. The Supplier can only transfer an obligation that arises from the agreement to a third party with Dijkman's express and written approval.
2. The Supplier remains responsible towards Dijkman for the result at all times.

## **Article 6 Term of performance, risk transfer, performance and amendment of the agreement, price increases**

1. The risk of loss, damage or decrease in value transfers to Dijkman at the moment the goods are actually delivered to Dijkman and have been approved by Dijkman. Offering in itself does not constitute delivery.
2. In the event a term for delivery of certain goods has been agreed or indicated, the Supplier will be bound by this term.
3. This term referred to in paragraph 2 is considered to be a strict deadline. The Supplier will be in default if the term is exceeded without requiring notice of default.
4. If it becomes clear to the Supplier that performance cannot take place within the stipulated term, such knowledge must be notified to Dijkman without delay. Such a report does not alter the possible consequences of the fact that the term is exceeded.
5. The Supplier commits that in case a performance must be provided or a delivery must be made for Dijkman, it will only accept assignments from Dijkman itself.
6. The Supplier will carry out the assignment provided to it by Dijkman exclusively for Dijkman.
7. In the event the goods cannot be delivered to Dijkman for any reason whatsoever or the shipment has been refused by Dijkman, the Supplier will be obliged to store the goods for its account and risk. The Supplier ensures in this connection

that the goods are stored insured and clearly identifiable as intended for Dijkman, so that they can still be delivered to Dijkman at a later moment if so desired.

8. If it becomes clear during the performance of the agreement that its proper performance requires that the matters already agreed are changed or supplemented, the parties will amend the agreement on time and in mutual consultation.
9. If it is necessary to amend or supplement any part of the agreement, this may result in the fact that the price and/or delivery term have to be amended as well. The Supplier will provide clarity in this connection in advance as much as possible. The Supplier accepts this possibility of amendment of the agreement.
10. The Supplier cannot refuse a request for amendment of the agreement without being in default. This even applies if it could have consequences in a qualitative and/or quantitative sense for the activities to be performed or the goods to be delivered in that connection.

#### **Article 7 Assembly**

1. The Supplier commits that it will perform the agreed activities and deliveries within the context of the assignment in accordance with the standards applicable in the industry.
2. The Supplier commits that it will inspect the goods assembled on the instructions of Dijkman carefully for errors/defects, or have them inspected carefully for errors/defects, prior to delivery or installation. If this inspection reveals that an error/defect exists, the Supplier commits that it will notify Dijkman thereof as soon as possible and also ensure that no unsafe or incorrect situation from an objective perspective can arise or continue to exist.

#### **Article 8 Suspension, dissolution and interim termination of the agreement**

1. Dijkman has the right to suspend compliance with the obligations or dissolve the agreement if the Supplier fails to comply with the obligations under the agreement or fails to do so in full or on time, or if circumstances that come to Dijkman's attention after conclusion of the agreement constitute good reason to fear that the Supplier will not comply with the obligations or if it can no longer be expected of Dijkman due to delay on the part of the Supplier that it complies with the agreement subject to the conditions that were agreed originally.
2. In the event Dijkman suspends or dissolves, it will not be obliged in any way to compensate the damage and costs that have arisen in any way as a result thereof.

#### **Article 9 Force majeure**

1. Both Dijkman and the Supplier have the right to invoke force majeure if the failure is not attributable to it and that should not be for its account pursuant to the law, a legal act or according to generally accepted standards.
2. In case of such a situation of force majeure on the part of the Supplier, Dijkman must be informed thereof as soon as possible and in writing.
3. In case of such a situation of force majeure on the part of Dijkman, it will have the right to cancel the agreement without any costs on its part.

#### **Article 10 Payment and collection costs**

1. Dijkman will pay the invoice within 60 days after receipt of the invoice and following approval of the goods delivered. Such unless expressly agreed otherwise in writing.
2. Payment of the invoice by Dijkman does not constitute a waiver of rights in any way.
3. Dijkman has the right to suspend payment if a possible defect is identified in the goods.
4. In the event a prompt payment discount has been agreed between Dijkman and the Supplier, but the invoice cannot be paid within its agreed term due to a cause that is not attributable to Dijkman, Dijkman retains the entitlement to this discount.
5. Dijkman has the right at all times to set off claims of the Supplier against Dijkman against claims Dijkman has against the Supplier on any basis whatsoever. Dijkman also has the right to suspend the payment obligation in case of substantiated objections to the amount of an invoice.

#### **Article 11 Transfer of ownership**

1. The goods delivered within the context of the agreement with Dijkman become the property of Dijkman at the moment the goods have actually been delivered at the delivery address indicated by Dijkman, without prejudice to Dijkman's right to reject.
2. The Supplier guarantees that Dijkman's rights are unencumbered and indemnifies Dijkman.
3. Provisions of the Supplier in which title is retained are expressly excluded.

## **Article 12 Guarantees, investigation and complaints, limitation period**

1. The Supplier commits that it will only offer or deliver goods that may be used according to the regulations that apply in the Netherlands at that time, unless expressly agreed otherwise in writing.
2. The Supplier provides a guarantee in respect of all goods delivered for a period of at least 1 year, unless the parties have agreed otherwise.
3. Dijkman will inspect the goods delivered or have them inspected for visible defects within 5 working days after actual delivery.
4. Any visible or invisible defects are reported to the Supplier in writing in any event within fourteen days after they are discovered.
5. In the event Dijkman submits a complaint on time, such will lead to suspension of its payment obligation. If this is the case, Dijkman cannot be obliged either to purchase and pay for the other ordered goods or anything else instructed by Dijkman.
6. If it is established that a good is defective or unsound, the Supplier will replace the defective good within a reasonable term after they have been received back, arrange for repair or pay alternative compensation to Dijkman. This is to be decided by Dijkman. The same applies if sending back is not possible within reason.
7. The costs Dijkman and its customer would not have incurred if the defective product had not been purchased, must be reimbursed to Dijkman by the Supplier. The damage Dijkman and its customer would not have sustained if the defective product had not been purchased, must also be reimbursed to Dijkman by the Supplier. The parties have agreed that the matters evident in this connection from Dijkman's accounts serve as conclusive evidence in which connection evidence to the contrary is possible.

## **Article 13 Withdrawal/Return shipments**

1. Dijkman has the option of dissolving the agreement without stating reasons for a period of 14 days after the conclusion of the agreement. If Dijkman wishes to exercise this option, such will be notified to the Supplier by means of an unambiguous statement.
2. In case of return shipments, as referred to in article 1 or otherwise, the Supplier will pay the transport costs and other costs related to taking back the goods. Dijkman bears the transport costs in case of dissolution as referred to in paragraph 1 of this article.
3. The Supplier credits the amount relating to the purchase of the goods to Dijkman's account within 14 days after receipt of these goods.

## **Article 14 Liability**

1. The Supplier is liable for all damage, also including direct trading losses and the costs actually sustained, which may be sustained by Dijkman and third parties as a result of an attributable failure on the part of the Supplier or as a result of an unlawful act on the part of the Supplier.
2. The Supplier is liable for all damage, also including direct trading losses and the costs actually sustained, which are sustained by Dijkman and third parties as a result of what is known as a product recall carried out by or via the Supplier. A product recall is defined as the recall action in case possible damage is established in an objective manner. The definition of product recall must be interpreted in this connection in the broadest sense of the word. Article 13.2 also applies in this connection.
3. The Supplier is fully responsible for the acts and/or omissions of its employees and auxiliary persons in so far as such acts and/or omissions concern the agreement.
4. In the event the Supplier fails to comply properly with its obligations towards Dijkman, the Supplier will be liable for all damage on the part of Dijkman that arises therefrom directly or indirectly.
5. In the event Dijkman can be held liable, Dijkman will only be liable up to the amount covered by its insurer.

## **Article 15 Indemnity**

1. The Supplier indemnifies Dijkman against any claims from third parties that sustain damage in connection with the performance of the agreement - including delivery and the presence of the product - with the exception of cases of intent or gross negligence on the part of Dijkman. In the event Dijkman is held liable by third parties on that basis, the Supplier will be obliged to provide Dijkman with information upon first request and to perform without delay all acts that may be expected of it in such cases. If the Supplier fails to implement adequate measures, Dijkman will have the right to implement these itself without giving notice of default. All costs and damage on the part of Dijkman and third parties that arise as a result thereof will be fully for the account and risk of the Supplier.

## **Article 16 Intellectual property**

1. The intellectual property rights in respect of images, sketches, diagrams, designs, models and all other matters relating to the performance of the agreement created by or on the instructions of Dijkman, irrespective of whether costs were charged in this connection, are vested exclusively in Dijkman.
2. The Supplier has the right to use the information provided by Dijkman, but only in connection with the agreement.
3. In case of designs created by the Supplier for the benefit of Dijkman, the copyright, the unlimited right of use and the intellectual property rights will pass to Dijkman after the invoices that concern the related activities and/or deliveries have been paid.
4. The Supplier indemnifies Dijkman against claims from third parties in connection with the rights (and the rights related thereto) referred to in the previous paragraph.
5. In the event the provisions of paragraphs 1 to 4 are breached, the Supplier will owe to Dijkman an immediately due and payable penalty amounting to €10,000 for every breach.

## **Article 17 Applicable law and disputes**

1. All legal relationships to which Dijkman is a party are governed exclusively by Dutch law, also in the event all or part of an obligation is complied with abroad or in the event the party to the legal relationship has its place of business or place of residence there. The applicability of the Vienna Sales Convention is excluded.
2. The court for the place where Dijkman has its registered office has exclusive jurisdiction to hear disputes, including those that are considered disputes by only one of the parties, unless the law requires otherwise. Dijkman nevertheless has the right to submit the dispute to the court that has jurisdiction in accordance with the law.
3. The parties will not apply to the court until after they have made every effort to settle the dispute in mutual consultation.

## **Note**

*Although the greatest care has been taken to ensure that the translation of the Terms of Purchase - originally drafted in the Dutch language - is as accurate as possible, Dijkman Electrotechniek B.V. excludes any liability for any errors in this translation. Dijkman and the supplier agree that the agreement(s) that they have concluded with one another are governed solely by the Terms of Purchase in the Dutch language as aforementioned and that the translation of these Terms if of no legal whatsoever.*