

General Delivery Conditions Corlido Holding B.V.

Article 1 General

1.1 In these Conditions, the terms below are defined as follows:

- Conditions: these General Delivery Conditions;
- Written/In Writing: in case of references in these General Delivery Conditions to Written confirmation, Written agreement or Written notification, Written means that this must take place between the parties by telefax, email or regular post on behalf of persons who are so authorised in the relevant case;
- Corlido: Corlido Holding B.V. and each underlying private limited company of Corlido Holding B.V. to whom these General Delivery Conditions have been declared applicable: Corlido Procurement Services B.V., Corlido Project Supply B.V., Corlido IT Services B.V., Corlido Belgium BVBA, Corlido France SARL and their representative(s), authorised representative(s) and successor(s) in title;
- Other Party: each natural person, legal person, general partnership, limited partnership or any other entity that concludes or has concluded an agreement with Corlido, or to whom an offer has been made or addressed by or on behalf of Corlido, or to whom or on whose instructions a delivery was made by or on behalf of Corlido, or on whose instructions or for whose benefit one or more services are being or were provided by or on behalf of Corlido.

Article 2 Applicability of the General Delivery Conditions

- 2.1 These Conditions apply to all requests, offers, orders and agreements concerning the delivery of goods and the performance of additional activities as well as all legal and other acts between Corlido and the Other Party.
- 2.2 The applicability of purchasing and/or other (general) conditions of the Other Party is expressly excluded by Corlido, unless Corlido has accepted them separately In Writing.
- 2.3 Deviations from and/or additions to these Conditions require the express Written acceptance of Corlido and apply only to the agreement to which they relate.
- 2.4 If it should become clear that one or more provisions of these Conditions are invalid or nullifiable or unenforceable, the other provisions of these Conditions will continue to apply in full between the parties.
- 2.5 The Other Party with whom once an agreement has been concluded subject to these Conditions, will be considered to tacitly agree to their applicability to any agreement to be concluded later.

Article 3 Offers

- 3.1 All offers, proposals and other announcements made by Corlido are always without obligation unless there is a Written declaration to the contrary.
- 3.2 An agreement between Corlido and the Other Party is not concluded until it is confirmed In Writing by Corlido, or from the moment Corlido has commenced performance of the agreement.

- 3.3 All quotations, brochures, documents or other specifications provided by Corlido with an offer or proposal are as accurate as possible, but they are not binding. They are only binding if they have been agreed In Writing.
- 3.4 All quotations, brochures, documents and technical data such as drawings, designs, models, samples, tables, schedules and the like and any other documents provided with a proposal or offer expressly remain the industrial or intellectual property of Corlido.
- 3.5 Without Corlido's prior Written approval, the Other Party is not allowed to copy such information and/or provide it to third parties in any way.
- 3.6 The Other Party is obliged to timely provide Corlido with all required information necessary for drawing up an offer.
- 3.7 The Other Party is obliged to observe strict confidentiality concerning the data included in offers issued by Corlido. The use of this information must remain limited to use by the Other Party within the framework of the offer and any agreement.
- 3.8 All data, information and materials referred to above must be returned to Corlido immediately at Corlido's first request, including in the event the Other Party does not conclude an agreement within the registration period or cancels such an agreement.
- 3.9 Oral proposals and offers only bind Corlido if they are confirmed In Writing by Corlido.
- 3.10 Corlido has the right to charge the costs incurred to make an offer that involves complicated specifications to the Other Party if no agreement is concluded.

Article 4 Agreement

- 4.1 Agreements are not concluded until Corlido has expressly accepted or confirmed the order In Writing. The scope and content of the agreement are as follows from Corlido's Written confirmation.
- 4.2 In the case of a binding offer term, the agreement is not concluded until the moment of acceptance by the Other Party.
- 4.3 The order confirmation and/or binding offer will be deemed to provide a correct and complete representation of the content of the agreement.
- 4.4 An agreement only binds Corlido if it has been concluded or if the Written confirmation as referred to in Article 4.1 has been signed by one or more persons who are authorised to bind Corlido in that connection.
- 4.5 Agreements or additions/changes thereto or therein and other agreements and commitments, concluded or made by an employee or employees of Corlido or by a representative, agent or other intermediary or by one or more other persons who are not authorised to represent or bind Corlido in that connection, or which have not been concluded In Writing, are not binding for Corlido.
- 4.6 Additions and/or changes to the agreements and commitments made by Corlido or its personnel, representatives, business agents or intermediaries are only binding if confirmed In Writing by an authorised Corlido employee.
- 4.7 Invoices concerning deliveries and/or activities in respect of which no offer or order confirmation is sent due to their nature and content are considered to be order confirmations, which are also considered to constitute an accurate and full representation of the agreement.

- 4.8 Each agreement is concluded subject to the condition precedent of sufficient creditworthiness on the part of the Other Party for financial compliance with the agreement.
- 4.9 Corlido has the right, prior, during or after concluding an agreement, to demand that the Other Party provide security concerning compliance with both financial and other obligations before implementing the agreement (further).
- 4.10 Corlido has the right to engage third parties for the correct performance of an agreement.

Article 5 Prices

- 5.1 Every quotation is without obligation unless the contrary has been agreed in writing.
- 5.2 The prices are based on the current purchasing prices, wages, wage costs, social security costs and government charges, transport costs, insurance premiums and other costs that apply at the time the proposal or offer was made or, if no proposal or order was made, the order date, unless otherwise stated In Writing. The prices are based on Ex Works. Prices are exclusive of VAT, import duties and other taxes, levies and duties. Prices are exclusive of the costs of packaging, loading and unloading, transport and insurance; and exclusive of the costs of assembly, installation and commissioning, unless expressly stated otherwise, in which latter case the aforementioned costs will be specified separately.
- 5.3 Prices are stated in euros unless expressly stated or agreed otherwise.
- 5.4 Prices are each time stated or agreed subject to price changes that are charged on if the official exchange rate at the time of delivery deviates more than 2% from the exchange rate that applies on the date on which the offer was made, whereby the latter exchange rate is set at 100.
- 5.5 In the event of an increase in one or more factors that determine the cost price, Corlido will have the right to increase the order price accordingly, such with due observance of any statutory regulations that apply in that case, on the understanding that future price increases that are already known to Corlido at the time of the order confirmation must be stated in that order confirmation.

Article 6 Risk

- 6.1 The risk concerning the goods to be delivered to the Other Party by or on behalf of Corlido passes to the Other Party: in case of goods from stock, at the moment that they are separated for the Other Party; and in the case of other goods, at the moment those goods are loaded for the purpose of transport to the Other Party or the place indicated by the Other Party, unless otherwise agreed In Writing.
- 6.2 Irrespective of other agreements concerning the risk, loading and unloading, transport and the assembly, installation and commissioning of the goods will be for the risk of the Other Party at all times.

Article 7 Delivery and delivery times

- 7.1 Unless otherwise agreed In Writing and without prejudice to the provisions of Article 5.2, delivery will take place Delivered Duty Paid, in accordance with the most recent INCO terms issued by the ICC (International Chamber of Commerce) at a destination in the Netherlands indicated by the Other Party.
- 7.2 Unless otherwise agreed In Writing and without prejudice to the provisions of Article 5.2, delivery outside the Netherlands will take place Ex Works, in accordance with the most recent INCO terms issued by the ICC (International Chamber of Commerce).

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All our transactions are subject to the General Conditions of Purchase / Sales of the Corlido Group registered at the record office at the regional court (Assen) under number <15.7> and are published on our website: www.corlido.net/general_terms

- 7.3 The agreed delivery time commences on the day Corlido disposes of all necessary data and documents.
- 7.4 The moment the delivery is unloaded, the so-called actual transfer, is considered to be the moment of delivery; the above also applies if the Other Party has to assemble, install and/or commission the goods.
- 7.5 The Other Party is obliged to inspect the goods or, as the case may be, the packaging within 24 hours for any defects or damage or to perform this inspection within at most 5 working days after Corlido has notified it that the goods are at the disposal of the Other Party.
- 7.6 The Other Party is obliged to notify Corlido of defects and/or damage identified upon delivery within at most 24 hours after delivery. If the Other Party does not notify such within 24 hours, Corlido will have the right not to accept any complaints related to the delivery.
- 7.7 Corlido has the right to deliver the goods in parts (sub-deliveries), which may be invoiced separately. In such cases, the Other Party will be obliged to pay in accordance with the payment conditions as referred to in Article 14 unless otherwise agreed In Writing.
- 7.8 In deviation from Article 7.4, the goods will be considered delivered if they or the main components thereof are ready for testing/inspection at the relevant party (Corlido or third parties) if the goods have to be inspected on the instructions of the Other Party. Corlido notifies the Other Party thereof in writing. The goods are for the risk of the Other Party from that moment including in the event Corlido arranges for their transport.
- 7.9 If the Other Party does not take receipt of the goods within 5 working days after notification of delivery, Corlido will have the right to invoice the relevant delivery and the delivery will be stored for the account and risk of the Other Party from that moment on.
- 7.10 The agreed delivery times always apply by approximation; Corlido is never responsible if delivery times are exceeded and if they are exceeded, Corlido will not be obliged to compensate any damage. Exceeding a delivery time or delivery period does not give the Other Party the right to terminate or dissolve the agreement or to refuse to take receipt of the goods.

Article 8 Acceptance, complaints and inspection

- 8.1 The Other Party is obliged to check the delivered goods for any deviations from what was agreed immediately after delivery. Any complaints concerning the goods delivered must be submitted to Corlido In Writing within at most 5 working days after the date of delivery. After this term has ended, the goods delivered are considered to have been irrevocably and unconditionally accepted by the Other Party.
- 8.2 In derogation from the provisions of Article 8.1, complaints concerning goods that will be tested or inspected must be submitted immediately on the date on which such test or inspection takes place and at the location where this test or inspection takes place and then confirmed to Corlido In Writing without delay.
- 8.3 The Other Party is obliged to keep defective goods available for Corlido. Complaints can only be handled if the complaint or the ground for the complaint have been clearly described.
- 8.4 Submitting a complaint does not release the Other Party from its payment obligations towards Corlido.

- 8.5 Complaints are only valid if the packaging of the goods is still in its original and undamaged condition. If the goods delivered are already damaged upon delivery, which can be observed externally, the Other Party will be obliged to draw up a Written reservation towards the carrier and, in deviation from the term referred to in Article 8.1, the Other Party will be obliged to notify Corlido thereof within 24 hours after receipt.
- 8.6 If a complaint is not submitted within the applicable term or it is not submitted in the prescribed manner, the goods delivered will be deemed to comply fully with the agreement and to have been accepted and approved unconditionally by the Other Party.
- 8.7 Complaints concerning invoices must be submitted to Corlido In Writing within 5 working days after the date of that invoice. If a complaint concerning an invoice has not been submitted in the prescribed manner within the term of 5 working days, it will be deemed to have been accepted and approved unconditionally by the Other Party.
- 8.8 In the event a complaint concerning the goods delivered by Corlido is considered to be well-founded, Corlido will only be required to replace or repair the defective goods, without the Other Party being able to exercise any right to any compensation whatsoever.
- 8.9 Return shipments of the goods delivered or any part thereof for any reason whatsoever can only take place after Corlido has granted its express, Written approval to do so and after it has sent shipping instructions.

Article 9 Transport and packaging

- 9.1 The manner of packaging, transport, despatch, etc of the goods will be determined entirely at Corlido's discretion and with the care that may reasonably be expected of Corlido if the Other Party has not issued any further Written instructions to Corlido, such without prejudice to the relevant provisions concerning risk as described in Article 6.
- 9.2 Specific requirements on the part of the Other Party concerning the packaging and/or transport, including relocation within the Corlido building or business site, are only performed if the Other Party pays the related costs. Corlido also has the right to decide not to comply with specific requirements on the part of the Other Party concerning packaging and/or transport that were not expressly agreed in advance.
- 9.3 Corlido has the right to charge administrative costs if the goods delivered do not exceed a certain invoice value to be determined by Corlido.

Article 10 Packing

- 10.1 The required packing will be charged at cost and not taken back. The need for using packing will be decided by Corlido.

Article 11 Force Majeure (Non-attributable failure)

- 11.1 Neither party is obliged to comply with any obligation, including any guarantee obligation that may have been agreed between the parties, if they are prevented from doing so as a result of force majeure. In addition to everything included in the term in law and case law, force majeure is defined as: any circumstance, cause or event, irrespective of where it occurs, takes place or manifests itself, which prevents, renders impossible or makes correct, full and timely compliance with any obligation on the part of Corlido unreasonably onerous, and which circumstance, cause or event Corlido cannot reasonably prevent or which is fully or partly beyond the control of Corlido or which cannot be influenced by Corlido. Force majeure includes: (I) Force majeure on the part of Corlido's suppliers, (II) failure to comply properly with obligations on the part of the Corlido's suppliers, (III) defectiveness of third party goods, equipment, software or materials, (IV) government measures, (V) disruptions in the operation of any public utility company, (VI) disruptions in the internet, service providers, computer networks or telecommunications facilities, (VII) war, (VIII) staffing, (IX) strikes, (X) general transportation problems and (XI) the unavailability of one or more members of staff, (XII) terrorist attacks or occupations, (XIII) epidemics and pandemics, (XIV) financial crises, (XV) breakdown of the payment network of the relevant banks.
- 11.2 If Corlido is prevented from complying with any obligation towards the Other Party as a result of force majeure and the situation of force majeure lasts more than 90 days, each of the parties will have the right to terminate the agreement.
- 11.3 If Corlido is prevented from complying with any obligation towards the Other Party and Corlido considers the situation of force majeure to be of a temporary or passing nature, Corlido will have the right to suspend performance of the agreement until the circumstance, cause or event that causes the situation of force majeure no longer exists.
- 11.4 If Corlido wishes to invoke force majeure, Corlido will notify the Other Party as soon as this is practically possible. The consequences of force majeure enter into effect from the moment the circumstance, cause or event that caused it occurs.
- 11.5 In the event Corlido is prevented from complying with its obligations, not including the obligations with respect to all clients and purchasers, towards one or more clients or purchasers as a result of force majeure, Corlido has the right to decide as it sees fit which obligations Corlido will comply with and towards which clients and purchasers, as well as the order in which this will take place.
- 11.6 Corlido has the right to claim payment concerning everything that was performed by or on behalf of Corlido in the implementation of the agreement before the circumstance, cause or event that caused the force majeure occurred or became evident.

Article 12 Intellectual property rights

- 12.1 All intellectual and/or industrial property rights in respect of the software, data files, schedules, equipment, set-ups, installations, solutions, analyses, designs, documentation, reports, offers and material in preparation thereof developed by Corlido for the Other Party or made available, vest exclusively in Corlido, its suppliers and/or its licensors. The Other Party only acquires the rights of use that are conferred expressly pursuant to these Conditions and the law. These rights of use are not exclusive and cannot be transferred to third parties. Any other or further right on the part of the Other Party is excluded.
- 12.2 The Other Party will only use the goods delivered (additionally) as referred to in 12.1 as well as the software in the broadest sense of the word, peripheral equipment, technical data, switch and/or work schedules, use and/or operating instructions, drawings and all other essential documents and other data and information for its own (internal) use.

- 12.3 The Other Party is not allowed to change or remove any markings or other identifying marks or to change or duplicate the goods or any part thereof.
- 12.4 If it should become clear that goods delivered by Corlido to the Other Party infringe a third-party industrial or intellectual property right in the Netherlands and the Other Party is held liable with respect to these goods, the Other Party is obliged to notify Corlido thereof In Writing without delay, and, at such times, Corlido will, at its discretion, provide the right to be able to use these goods or change them to such a degree that they no longer infringe the right in question, or deliver replacement goods that do not infringe such right, or to refund the purchase price to the Other Party after the goods were returned, while deducting a reasonable compensation for the period the goods were available to the Other Party. The Other Party will not be able to enforce any right and it will not have any claim in respect of an infringement of an industrial or intellectual property right outside the Netherlands.
- 12.5 Corlido cannot be held liable in any way concerning an infringement of any industrial or intellectual property right or any other exclusive right that results from a change to any goods sold or delivered by or on behalf of Corlido or from any use or any application of such goods that is different from what was prescribed or assumed by Corlido, or which results from integration with or in or use or application in combination with goods that were not sold or delivered by or on behalf of Corlido, or which results from a software adjustment or application that was not performed by Corlido.
- 12.6 Corlido is not liable for the infringement of any industrial or intellectual property right or any other exclusive right that results from:
- any change in or to goods sold or delivered by or on behalf of Corlido;
 - any use of such goods;
 - any application of such goods other than as prescribed by Corlido or assumed by Corlido;
 - integration or use or application in combination with goods that were not sold or delivered by or on behalf of Corlido;
 - a software adjustment that was not performed by or on behalf of Corlido.

Article 13 Retention of title

- 13.1 Without prejudice to the provisions of Article 6 of these Conditions concerning the risk and the passing thereof, all goods delivered by or on behalf of Corlido remain the property of Corlido until the moment of payment in full of what is owed by the Other Party to Corlido for whatever reason, including what the Other Party came to owe Corlido after the agreement was concluded, including interest and costs. The Other Party is obliged, for as long as the goods delivered by or on behalf of Corlido are still owned by Corlido pursuant to the provisions of this article, to keep these goods separate from other goods in such a manner that they can be easily and clearly recognised as the property of Corlido.
- 13.2 In the event of non-payment of any amount owed and payable on the part of the Other Party to Corlido and in the event the agreement is terminated, Corlido will have the right to claim back the goods with respect to which the retention of title applies and to implement or have implemented the related measures, while setting off any amount already paid in respect of those goods, such without prejudice to Corlido's right to claim compensation of any loss or damage. In the event of such non-payment or termination of the agreement, each claim on the part of Corlido against the Other Party will become due and payable immediately.
- 13.3 The Other Party is obliged, at the first request of Corlido, to provide an authorisation for the immediate take-back of the goods that have not yet been paid in full, wherever they may be located at such times.
- 13.4 In the event of the processing or confusion of the goods delivered by or at the client, Corlido will co-own the newly-created goods and/or the delivered composite goods, to the value of the delivered, original goods.

13.5 The Other Party has the right to sell or use goods in respect of which a retention of title applies for the benefit of Corlido within the context of the normal business operations; however, it is not allowed to create any security right in respect of these goods, while the Other Party is not allowed to perform or have performed any acts concerning these goods as a result of which they would become part or a component of one or more other goods. In the event goods are resold that are still subject to a retention of title for the benefit of the supplier the Other Party will be obliged to retain title thereto itself and to assign to Corlido, at Corlido's first request, all claims of the Other Party against the debtor up to the amount that is owed.

Article 14 Payment

14.1 Unless otherwise agreed, payment must be made net without any discount or set-off, by means of a deposit or transfer into a bank or giro account indicated by Corlido within 30 days after the invoice date. In the case of assembly or installation, payment must be made within 30 days after the day on which the assembly or installation commences or, if the (commencement of the) assembly or installation was delayed through no fault of Corlido's, within 30 days after the day on which the assembly or installation would have commenced without the delay. Corlido has the right to apply a late payment surcharge. The value day on which payment was made indicated on the bank and giro statements of Corlido counts as the day on which payment was made.

14.2 Corlido may decide, as required by the situation, to oblige the Other Party to make a (partial) advance payment.

14.3 Each payment made by the Other Party first serves to pay the interest owed by it and the collection and administration costs owed to Corlido and then to settle the oldest outstanding claim.

14.4 If the Other Party fails to pay the amounts owed to Corlido in a timely manner, the Other Party will owe statutory interest on the outstanding amount without requiring a demand for payment or notice of default. If the Other Party still fails to comply with its payment obligations following a payment reminder, demand for payment or notice of default within a reasonable term it will be in default by operation of law. Corlido has the right to transfer the claim to third parties from that moment. After the claim has been transferred to a third party, in addition to the costs established at law, the Other Party will also be obliged to compensate Corlido for the judicial and extrajudicial costs actually incurred by Corlido, including the costs charged by external experts.

Article 15 Termination of the agreement

15.1 In the event of default on the part of the Other Party, Corlido will have the right to terminate or dissolve the agreement without judicial intervention without prejudice to Corlido's right to claim compensation, to exercise the right arising from the retention of title and to take other (legal) action, and without prejudice to Corlido's right to claim performance (with or without compensation) instead of terminating the agreement.

15.2 Corlido has the right to terminate the agreement with the Other Party with immediate effect and without giving notice of default if:

- a. the Other Party is declared insolvent, assigns its assets, applies for a moratorium, or the Other Party is granted a (provisional or definitive) moratorium or an attachment is levied against all or part of the assets of the Other Party;
- b. if the Other Party is a natural person and dies or is placed under guardianship or the assets of the Other Party are placed under administration;
- c. if the Other Party is a legal person, the liquidation of the Other Party commences or a claim for the dissolution of the Other Party is submitted or a resolution to dissolve the Other Party is or has been adopted.

- 15.3 If an agreement is terminated or dissolved pursuant to the provisions of this article, the amounts that are owed by the Other Party to Corlido at the time of termination or dissolution will remain owed in full and the Other Party will owe the interest and costs in respect of these amounts in accordance with the provisions of these Conditions, without prejudice to Corlido's right to claim compensation and the other rights that vest in Corlido.

Article 16 Cancellation by the Other Party

- 16.1 If the Other Party wishes to cancel an order it has issued and Corlido agrees thereto, the Other Party will owe Corlido cancellation costs. The cancellation costs are expressed as a percentage of the amount determined in the agreement and depend on what Corlido has since performed in implementation of the agreement, the type of services and goods to which the order relates and the costs incurred by Corlido up to the moment of cancellation.
- 16.2 In case of a cancellation as referred to in this article, Corlido will never be obliged to compensate any losses sustained by the Other Party.

Article 17 Amendment of the agreement

- 17.1 If it becomes clear before or during the performance of the agreement that an adequate performance of the agreement requires that the activities or acts to be performed are changed and/or supplemented, Corlido and the Other Party will amend the agreement In Writing in mutual consultation.
- 17.2 If Corlido and the Other Party agree that the agreement will be amended or supplemented, such may influence the time at which the performance of the agreement is completed. Corlido will notify the Other Party thereof as soon as possible.
- 17.3 Amendments to an agreement are only valid if they have been drawn up In Writing and both parties have approved the change(s).

Article 18 Warranty/Service

- 18.1 With due observance of the other provisions of the Conditions, Corlido guarantees the soundness of the materials used and the promised characteristics and the related correct operation of the goods delivered by Corlido in accordance with the manufacturer's product specifications included in the delivery.
- 18.2 The guarantee term applied by Corlido is in accordance with the manufacturer's warranty as applied by the manufacturer.
- 18.3 The goods delivered that are covered by the warranty will be either repaired or replaced by means of a new delivery, such to be solely decided by Corlido, if Corlido or the manufacturer considers that the defects are attributable to construction defects, the materials used or the workmanship as a result of which they cannot be used by the client for the reasonable intended use of the goods.
- 18.4 Corlido arranges for the performance of activities that come under the manufacturer's warranty obligation.

- 18.5 The Other Party is required to send the goods that are covered by the warranty to Corlido carriage paid. If Corlido has to arrange for work under the warranty to be performed on site, Corlido will have the right to charge the related travel and accommodation costs to the Other Party, any (special) costs of transport, packaging and insurance as well as the costs of the testing equipment and materials to be used.
- 18.6 If it becomes clear that the goods offered to Corlido for repair do not contain defects, the Other Party will be obliged to compensate Corlido for all costs incurred by Corlido.
- 18.7 All warranty claims lapse if the Other Party performs changes and/or repairs to the goods delivered or has these performed, or if the goods delivered have not been or are not used or treated strictly in accordance with the enclosed or applicable (manufacturer's) instructions or the operating instructions or if they are or have been otherwise used or treated in an inexperienced manner, or if a software adjustment has taken place with respect to the goods delivered that was not implemented by Corlido or a party affiliated with Corlido, or if the goods delivered are or have been used or applied for purposes other than those they are intended for, or if the goods delivered are or have been used in a manner that could not have been reasonably expected by Corlido.
- 18.8 There is no warranty for consumables.
- 18.9 Failure on the part of the Other Party to comply with one or more of its obligations releases Corlido from its warranty obligations.
- 18.10 Compliance with the warranty obligation applies as only and full compensation.

Article 19 Right of retention

- 19.1 Corlido has a right of retention concerning all goods in the possession of Corlido owned by or on behalf of the Other Party, irrespective of the cause or reason thereof, for as long as the Other Party has not complied with all of its obligations towards Corlido.
- 19.2 In the event Corlido exercises its right of retention with respect to certain goods, the Other Party will not be entitled to any damages or compensation if all or part of those goods are destroyed or lost and/or the cause of the damage to those goods is not attributable to Corlido.
- 19.3 The risk concerning the goods remains with the Other Party during the period Corlido exercises its rights of retention.
- 19.4 If the Other Party creates a new item of property from items of property, or some items of property, delivered by Corlido, the Other Party will create the new item of property for Corlido until the Other Party has complied with all obligations under the agreement; all rights of ownership concerning that created item of property will vest in Corlido until the Other Party has paid in full.

Article 20 Liability

20.1 Unless and to the extent otherwise provided for in provisions of mandatory law concerning (product) liability, Corlido will not be obliged to compensate any loss of any kind to any movable or immovable property or to any person, including direct trading losses, at the Other Party or at any third party, which loss is caused by or related to, directly or indirectly, any item of property or any goods delivered by or on behalf of Corlido or is caused by or related to, directly or indirectly, any use or any application or processing of such an item of property or such goods or the storage or safekeeping thereof, or the assembly, installation or commissioning of such an item of property or such goods, and the Other Party expressly indemnifies Corlido against claims that are based on any such losses or that are related thereto. With due observance of the other provisions in this article, Corlido is not liable in any event for damage or losses caused directly or indirectly by:

- inexpert use of the goods delivered or use thereof for a purpose other than for which it is reasonably considered to be suited or for a purpose other than for which it is suitable according to objective standards or for a purpose other than Corlido was justified in assuming it would be used for;
- careless conduct by the Other Party, the Other Party's personnel or other persons engaged by the Other Party or any other person on the part of the Other Party;
- infringement of any patent, utility model, brand, indication of origin, model right, copyright or neighbouring right, right to a semiconductor product or its topography, rights to a database or another data collection, or any other industrial or intellectual property right or any other exclusive right, or infringement or violation of a licence under any such right, which results directly or indirectly from the use and/or application and/or disclosure or reproduction of the data provided by or on behalf of the Other Party such as descriptions, drawings, models, designs, etc;
- consequential or indirect losses;
- losses due to lost profit, missed savings, business interruption or reduced goodwill;
- losses due to claims from purchasers of the Other Party;
- losses related to Corlido engaging the suppliers prescribed by the Other Party;
- losses related to product liability as regards goods purchased from third parties.

Moreover, Corlido's liability in connection with the corruption, destruction or loss of data or documents is excluded.

20.2 The exclusions and limitations of Corlido's liability, as described in this entire article, do not affect the other exclusions and limitations of Corlido's liability under these Conditions.

20.3 Any liability on the part of Corlido is limited at all times to losses that were caused directly and is limited at all times to the maximum amount that is covered by Corlido's insurance in the relevant case. With the exception of the other provisions of this article, any liability on the part of Corlido is always limited to the net invoice value of the goods that have been delivered.

20.4 Compliance with the applicable warranty obligations and/or payment by Corlido's insurer or payment by Corlido (with due observance of the provisions of Article 20.4) of the losses that have been determined applies as the only and full compensation. The Other Party otherwise expressly and fully indemnifies Corlido.

- 20.5 Each claim on the part of the Other Party against Corlido lapses as a result of the mere passage of twelve months after the relevant claim arose and in any event after expiry of three years after delivery by Corlido, irrespective of the legal basis for this claim.
- 20.6 The provisions of this article as well as all limitations and exclusions of liability referred to in these Conditions also apply for the benefit of all legal and natural persons engaged by Corlido in the performance of this agreement and for the benefit of the group of companies of which said natural or legal person forms part.
- 20.7 The creation of any right to compensation is always subject to the condition that the Other Party notifies Corlido of the loss In Writing as soon as possible after it occurs.
- 20.8 It is the case with respect to goods and services acquired by Corlido from a third party that the (contractual and/or warranty) provisions of the relevant agreement also apply to the agreement between Corlido and the Other Party, if and to the extent Corlido relies thereon.

Article 21 Licences/Permits

- 21.1 The Other Party is responsible for obtaining all permits, concessions, licences, approvals, etc that might be necessary to enable Corlido to deliver the goods sold and to otherwise enable Corlido to comply with its obligations, in a timely manner and in the correct form; the costs related to obtaining such permits, concessions, licences, approvals, etc are for the account of the Other Party.
- 21.2 The lack of any permit, concession, licence, approval, etc as referred to in Article 21.1 will be considered to constitute an attributable failure (breach of contract) on the part of the Other Party and will not release the Other Party from any of its obligations towards Corlido and it will not constitute any ground for suspending compliance with any obligation on the part of the Other Party towards Corlido.
- 21.3 The Other Party is liable for all losses caused directly or indirectly by the lack of any permit, concession, licence, approval, etc as referred to in Article 21.1 and the Other Party indemnifies Corlido against claims that are related to such losses.

Article 22 Export Control and Sanctions Compliance

- 22.1 The goods supplied by Corlido shall not, directly or indirectly, be exported, re-exported, transferred, resold or otherwise disposed of by the Customer to any third country, natural or legal person, or entity that is subject to applicable sanctions or restrictive measures imposed by, inter alia, the United Nations, the European Union, the United States of America, or any other relevant authority, without the prior written consent of Corlido.
- 22.2 The Customer shall at all times comply with all applicable export control, re-export, and sanctions laws and regulations. The Customer shall indemnify and hold harmless Corlido from and against any and all claims, damages, liabilities, penalties, fines, losses, costs and expenses (including reasonable legal fees) arising out of or relating to any breach of this provision by the Customer.
- 22.3 Corlido reserves the right to suspend or refuse any delivery, performance or transaction if it reasonably suspects that the goods may be exported, re-exported or otherwise disposed of in violation of applicable export control or sanctions legislation.

Article 23 Headings of the Articles

23.1 The headings of the articles of these Conditions serve only to make reading easier and to increase clarity, but they have no other meaning; more in particular, they cannot be used for the interpretation of these Conditions.

Article 24 Applicable law; disputes

24.1 All legal relationships between Corlido and the Other Party as well as these Conditions that form part thereof are governed exclusively by Dutch law.

24.2 The applicability of the 1980 Vienna Sales Convention is expressly excluded.

24.3 The competent Court in Assen (the Netherlands) is the sole authority competent to settle disputes between Corlido and the Other Party.

Article 25 Filing

25.1 These General Delivery Conditions have been filed with the court registry of the Assen District Court.

General Purchase Conditions Corlido Holding B.V.

Article 1 General

1.1 In these Conditions, the terms below are defined as follows:

- Conditions: these General Purchase Conditions;
- Written/In Writing: in case of references in these General Purchase Conditions to Written confirmation, Written agreement or Written notification, Written means that this must take place between the parties by telefax, email or by regular post on behalf of persons who are so authorised in the relevant case;
- Corlido: Corlido Holding B.V and each underlying private limited company of Corlido Holding B.V. to whom these General Purchase Conditions have been declared applicable: Corlido Procurement Services B.V., Corlido Project Supply B.V., Corlido IT Services B.V., Corlido Belgium BVBA, Corlido France SARL and their representative(s), authorised representative(s) successor(s) in title;
- Other Party: the party that sells or causes the sale of and/or delivers or causes the delivery of and/or processing or causes the processing of any product or good on the instructions or on behalf of Corlido and/or provides or causes the provision of a service or services on the instructions or on behalf of Corlido or that makes an offer to Corlido concerning the sale and/or delivery of any product or article and/or the performance of any service, or that is the Other Party of Corlido in connection with an agreement for sale and/or delivery of goods and/or the provision of services or that delivers goods or provides services on the instructions or on behalf of Corlido such in the broadest sense of the word.

Article 2 Applicability of the General Purchase Conditions

- 2.1 These Conditions apply to all requests, proposals, offers, orders and agreements concerning the delivery of goods and the performance of additional activities as well as all legal and other acts to which Corlido is a party as buyer or purchaser. These Conditions form part in their entirety of each agreement between Corlido and the Other Party to which Corlido is a party as buyer or purchaser.
- 2.2 The applicability of delivery and/or other (general) conditions of the Other Party is expressly excluded by Corlido, unless Corlido has accepted them separately In Writing.
- 2.3 Deviations from and/or additions to these Conditions require the express Written acceptance of Corlido and apply only to the agreement to which they relate.
- 2.4 If should become clear that one or more provisions of these Conditions are invalid or nullifiable or unenforceable, the other provisions of these Conditions will continue to apply in full between the parties.
- 2.5 The Other Party with whom once an agreement has been concluded subject to these Conditions, will be considered to tacitly agree to their applicability to any agreement to be concluded later.

Article 3 Formation of the agreement

- 3.1 A request for an offer on the part of Corlido is always without obligation.
- 3.2 An offer made by the Other Party is irrevocable, unless the Other Party has stated expressly and In Writing that the offer is revocable before or at the time it makes the offer.

- 3.3 An agreement to which Corlido is a party as buyer or purchaser is not formed until it is expressly accepted or concluded by Corlido In Writing or by laying down and acceptance In Writing of what has been agreed between Corlido and the Other Party in a different manner.
- 3.4 The scope and content of an agreement is determined by acceptance thereof on the part of Corlido as referred to in article 3.3.
- 3.5 Corlido reserves the right to cancel an order it has placed if the Other Party has not confirmed this order In Writing within 10 working days after receipt of the order by means of an order confirmation.
- 3.6 If the order confirmation deviates from the original order, Corlido will only be bound if Corlido has expressly stated its agreement to the deviation In Writing.
- 3.7 Corlido's acceptance of deliveries or performances and payments made by Corlido in that connection do not imply acknowledgement of the deviations.
- 3.8 If Corlido makes available or prescribes drawings, models, specifications, instructions, schedules, inspection regulations and the like, these will form part of the agreement.
- 3.9 Formation of the agreement means that the Other Party guarantees that it has obtained sufficient information as to what is expected of the Other Party under the agreement and that the Other Party is able to comply therewith.

Article 4 Performance, quality and condition on delivery

- 4.1 The Other Party guarantees in the case of a delivery of goods that the delivery will be of good quality and free from defects.
- 4.2 The Other Party guarantees that the delivery will be manufactured and/or performed by the Other Party itself or by parties affiliated with the Other Party and that the Other Party will not outsource all or part of the manufacturing and/or performance of the delivery to third parties unless this has been expressly accepted In Writing by Corlido.
- 4.3 In the case of activities that must be performed and/or services that must be provided such must be performed and/or provided by qualified staff, with due observance and use of the best techniques, materials and knowledge that is available.
- 4.4 The Other Party guarantees that the delivery complies entirely with the provisions of the agreement, the specifications that have been indicated and Corlido's reasonable expectations concerning the characteristics, quality and soundness of the delivery.
- 4.5 The Other Party guarantees that the delivery is suitable for the purpose that is evident from the nature of the goods or the characteristics of the order.
- 4.6 The Other Party guarantees that the delivery complies with the statutory requirements that apply in the Netherlands and with the other applicable national and international government regulations, including those concerning quality, the environment/sustainability, health and safety, and that it will comply with the generally applicable safety and quality standards.

- 4.7 The Other Party guarantees that the design, composition, capacity and quality of the goods that are delivered by or on behalf of the Other Party on the instructions or for the benefit of Corlido comply and are in accordance in every way with the conditions and requirements laid down in the applicable legislation, guidelines, rules and government regulations including those of international organisations and supranational authorities; the Other Party furthermore guarantees that each normal, regular or reasonable use of these goods complies therewith and is in accordance therewith.
- 4.8 The Other Party is responsible for obtaining in a timely manner and in the correct form all permits, licences, approvals, concessions, registrations and certificates that may be required for transporting, storing, delivering, handling, assembling, mounting, installing, starting up and/or using and applying the goods that are or must be delivered by the Other Party to, on the instructions or for the benefit of Corlido, or that may be required for the performance of the services for, on the instructions or for the benefit of Corlido, and the Other Party is obliged to provide these permits, licences, approvals, concessions, registrations and certificates to Corlido; the costs related to the above or that must be incurred in connection therewith are for the account of the Other Party.
- 4.9 Obtaining the permits, licences, approvals, concessions, registrations and certificates as referred to in article 4.8 is an obligation on the part of the Other Party and the lack of any required permit, licence, approval, concession, registration or certificate as referred to in this article does not release the Other Party from any obligation towards Corlido and does not give the Other Party the right to suspend any obligation towards Corlido.

Article 5 Intellectual property rights; licences

- 5.1 All intellectual and industrial property rights that arise and that can be enforced with respect to the results of the agreement and/or what has been delivered will vest exclusively in Corlido at all times. Corlido has the right to transfer the intellectual and/or industrial property right that has been obtained to a third party. By concluding the agreement, the Other Party waives enforcement of intellectual property rights that cannot be transferred.
- 5.2 The Other Party guarantees that the result of the agreement or what has been delivered does not infringe third-party intellectual and/or industrial property rights.
- 5.3 The Other Party indemnifies Corlido against third-party claims that arise from or that are related to any actual or alleged infringement of the aforementioned rights and the Other Party will compensate Corlido for all losses sustained as a result thereof.
- 5.4 If the delivery or the related documentation is subject to intellectual property rights, Corlido will be entitled to the lawful and free use thereof pursuant to a non-exclusive, worldwide and continuous licence.
- 5.5 The Other Party is obliged at Corlido's first request to perform all acts that are required to acquire and determine the aforementioned rights.

Article 6 Packaging and dispatch

- 6.1 The Other Party will package the deliveries as economically, environmentally friendly, safely and carefully as possible and in such a manner that the dispatch and unloading thereof is possible. The Other Party ensures that the delivery reaches its destination in good order.
- 6.2 Neutral packaging materials without overprint must be used as much as possible in order to stimulate the reuse of packaging materials as much as possible. Packaging materials must be suitable for reuse or recycling and must comply with international and Dutch legislation and regulations.

- 6.3 In the event the packaging materials cannot be reused or recycled, the costs of processing them will be for the account of the Other Party.
- 6.4 In accordance with Council Directive 2000/29/EC, deliveries from outside the EU that include wood as packaging material (pallets, crates etc.) must be decontaminated before entering the EU.
- 6.5 Deliveries of dangerous substances must comply with international and Dutch legislation and regulations concerning the transport of dangerous substances by road, on water and by air. They must also be provided with all related and applicable documents concerning dangerous substances. The packaging must also be provided with all necessary warning labels. The Other Party must also provide the carrier that performs the delivery with all applicable documents concerning dangerous substances.
- 6.6 If the packaging material concerns return packaging, the Other Party must clearly state this. In all other cases, ownership of the packaging passes to Corlido at the moment of delivery. Return packaging can be sent back by Corlido for the account and risk of the Other Party to an address indicated by the Other Party. If the Other Party does not indicate an address, Corlido will have the right to send the return packaging to the address of the Other Party for the account and risk of the Other Party. Corlido has the right to waive the right to acquire ownership of the packaging and oblige the Other Party to take back the packaging.
- 6.7 All costs of packaging, storage and transport of the goods delivered are for the account of the Other Party unless Corlido and the Other Party agree otherwise In Writing.
- 6.8 Dispatch on pallets takes place on euro format pallets or euro pallets. Dispatch on pallets of different dimensions is only allowed if agreed In Writing.

Article 7 Delivery

- 7.1 Unless otherwise agreed In Writing, deliveries are made Delivery Duty Paid (DDP) in accordance with the most recent INCO terms, issued by ICC (the International Chamber of Commerce) at the agreed time and at the destination indicated by Corlido, provided with all relevant delivery documents stating all available reference, order or project numbers.
- 7.2 The risk of loss, destruction or damage remains with the Other Party until the goods have been delivered to Corlido and an authorised Corlido employee has signed for receipt, stating his or her name and initials; such under the responsibility and for the risk of the Other Party.
- 7.3 The delivery date, dates or period(s) provided for in the agreement apply as strict, binding deadlines and apply to the entire delivery, including the applicable drawings or other related documents. If a delivery period that has been set is exceeded, the Other Party will be in default automatically without such requiring a demand for payment or notice of default.
- 7.4 Partial deliveries are only allowed following Written approval from Corlido.
- 7.5 In the event the agreed delivery date(s) or period(s) for performing the agreement are expected to be exceeded, the Other Party will be obliged to notify Corlido thereof immediately, while stating the circumstances that cause such. However, this notification does not prejudice the Other Party's obligations to comply or any other rights on the part of Corlido.
- 7.6 If the delivery time is exceeded without prior Written approval from Corlido, the Other Party will be in default merely as a result of the fact that the delivery time was exceeded and Corlido will have the right to dissolve all or part of the agreement, without prejudice to Corlido's other rights.

- 7.7 If the Other Party exceeds the agreed delivery date(s) or period(s), Corlido will have the right to impose a penalty of 5% of the delivery price (i.e. the sum of the relevant invoice) without first informing the Other Party, for each calendar week or part thereof the date(s) or period(s) is exceeded, subject to a maximum of 20%. The imposition, claiming or setoff of this penalty does not prejudice the Other Party's obligations to comply or any other rights on the part of Corlido.
- 7.8 The Other Party will have the goods delivered accompanied by all information that is necessary to be able to use the goods delivered properly, as well any inspection reports, test reports, audit reports and guarantee certificates. Corlido is obliged to provide the Other Party with a delivery note upon delivery or to have such provided to the Other Party upon delivery.

Article 8 Inspection

- 8.1 Corlido and its clients, as well as third parties working on their instructions, have the right at all times to perform or have performed inspections, tests and audits during the performance of the work, whereby the Other Party and any suppliers will cooperate fully.
- 8.2 The Other Party provides Corlido with all testing or inspection certificates requested by Corlido, which includes tests and/or inspections performed by any official institution, or audit reports concerning deliveries prior to the delivery itself (including during production). The Other Party and any suppliers are required to cooperate fully in this connection.
- 8.3 Such testing or inspection, which Corlido may decide is to be performed in the presence of inspectors appointed by Corlido, does not release the Other Party from any liability nor does it imply acceptance of the deliveries. The Other Party remains responsible for correct performance of the agreement and it is obliged to perform the necessary inspections and quality and progress monitoring for its own account.
- 8.4 Corlido has the right to inspect the delivery at the agreed delivery location before accepting it.
- 8.5 If the delivery is rejected, Corlido will be required to notify the Other Party thereof. Corlido will then be entitled to replacement or repair, termination or cancellation of the agreement, such to be decided by it. This does not prejudice Corlido's right to compensation.
- 8.6 All costs related to inspections, second inspections, testing and return shipments are for the account of the Other Party, with the exception of the inspectors appointed by Corlido.

Article 9 Transfer of risk and ownership

- 9.1 The risk for the delivery remains with the Other Party until the delivery arrives or has arrived at the agreed place of delivery and is accepted In Writing by Corlido by an employee so authorised, stating the name and initials; such under the responsibility and for the account of the Other Party.
- 9.2 Ownership of the goods to be delivered or manufactured will be considered to have already passed to Corlido as soon as the Other Party has started processing them, has received them from third parties or has manufactured them. In all other cases, ownership of the goods delivered passes to Corlido at the moment of delivery, as soon as the goods delivered have been accepted In Writing by an authorised Corlido employee at the agreed place of delivery, stating the name and initials.

- 9.3 All specifications, drawings, calculations, information, models, (working) materials and the like made available by Corlido or created specifically for Corlido by the Other Party in connection with the agreement, will remain or become the property of Corlido and must be returned or sent to Corlido upon first request, for the account of the Other Party. The Other Party is not allowed to use the goods referred to in the previous sentence in a manner other than the use for the purpose and as provided for in the agreement. The use of the aforementioned goods is entirely for the risk of the Other Party.
- 9.4 Unless otherwise agreed In Writing, all rights to goods and methods developed by the Other Party in cooperation with or on the instructions of Corlido will vest exclusively in Corlido.
- 9.5 Goods made available by Corlido are and remain the property of Corlido in all circumstances and will be marked and individualised as such by Other Party in a manner that is recognisable for third parties; the aforementioned goods will be considered to be in good condition and in accordance with the required specifications, unless the Other Party has submitted a complaint In Writing within 4 days after receipt.
- 9.6 If the goods delivered are rejected by Corlido, the goods delivered will remain the property of the Other Party and the risk will also be considered to have remained with the Other Party and therefore never to have passed to Corlido. Corlido is not obliged in such cases to comply with its obligations under the agreement.

Article 10 Price, invoicing and payment

- 10.1 Unless otherwise agreed, all prices are fixed, stated in euros and excluding VAT and therefore including among other things transport, loading and unloading, all import, export and excise duties, as well as all other levies and taxes related to the (delivery of the) goods and (additional) costs related to the performance of the agreement.
- 10.2 Changes in prices, wages, costs, social security costs, taxes and other cost-increasing factors, including risks that cannot be charged on to Corlido, irrespective of any relevant provisions in the specifications, unless expressly otherwise provided for in the agreement.
- 10.3 The Other Party will have the right to invoice the agreed price to Corlido if the Other Party has complied with all obligations from the agreement. In case of payment in instalments, invoicing will take place in accordance with the agreed time limits.
- 10.4 Invoices include full information concerning reference, order or project numbers for orders that have been placed and other agreements.
- 10.5 Corlido has the right to suspend payment if the Other Party has not complied with all of its obligations or has failed to do so in full. Payment by Corlido does not imply any waiver of the right to performance of the agreement.
- 10.6 The prices are fixed unless the agreement provides for circumstances that can lead to adjustment of the prices and the manner in which adjustment takes place.
- 10.7 Corlido is not obliged to pay invoices without a reference, order or project number and such invoices can be returned by Corlido to the Other Party.
- 10.8 Unless agreed otherwise and with due observance of the provisions of 10.2, 10.3 and 10.4, payment takes place within 60 days after the invoice date.
- 10.9 Corlido has the right to set off payments, interest, costs and losses owed or to be owed by the Other Party to Corlido against debts to the Other Party.

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10.10 In the case of partial or full payment in advance, Corlido has the right to request a bank guarantee for the account of the Other Party.

Article 11 Additional and less work

11.1 Corlido is only obliged to pay for additional work it has instructed In Writing. Setoff of less work is determined in mutual consultation unless otherwise agreed In Writing.

11.2 Activities that should reasonably be considered to form part of the work in order to be able to deliver the work in accordance with the nature and purport of the agreement and in accordance with the requirements to be imposed on sound work, will never be considered to be additional work or compensated by Corlido.

11.3 The conditions of the main agreement apply to additional work without prejudice to the provisions of this article and unless agreed otherwise In Writing.

11.4 In the case of additional work, a Written quotation issued for the relevant price or period will be enclosed as well as an overview of the impact of the additional work on the other activities the Other Party has to carry out.

Article 12 Liability

12.1 The Other Party is liable for all losses sustained directly or indirectly by Corlido as a result of errors and/or defects in the delivery, the equipment used or materials used in the performance of the agreement, or resulting from any act or omission on the part of the Other Party itself, its employees or parties affiliated with it involved in the delivery.

12.2 The Other Party is also liable for all losses that are or have been caused directly or indirectly by any failure by or on the part of the Other Party to comply with any obligation towards Corlido.

12.3 The Other Party is also liable for all losses that may be caused directly or indirectly by the lack of any required permit, licence, approval, concession, registration or certificate as referred to in article 4.8.

12.4 The Other Party is obliged to compensate to Corlido all losses, irrespective of the legal ground, which Corlido, its employees and other members of staff and persons on the part of Corlido sustain, as a result of a failure by or on the part of the Other Party to comply with the Other Party's obligations or resulting from an unlawful act on the part of the Other Party or any employee of the Other Party, or any person involved in the performance of the agreement on the part of the Other Party; this obligation to compensate damage also comprises the compensation of damage caused by any good owned by or used by the Other Party or any good owned by or used by an employee of the Other Party or any good owned by or used by a person involved in the performance of the agreement on the part of the Other Party, or caused by any use, application or transport of such a good.

12.5 The Other Party fully indemnifies Corlido against third-party claims for compensation of damage that follows from the circumstances referred to above or for damage, claims and costs that follow from the performance and/or execution of the deliveries by a third party who acts on behalf of the Other Party.

12.6 Corlido is never liable for any damage caused or to be caused directly or indirectly by goods, resources or materials that have been made available to the Other Party by or on behalf of Corlido in connection with the performance of an agreement and the Other Party indemnifies Corlido against third-party claims that are based on or related to such damage.

Article 13 Termination

13.1 Each term for compliance on the part of the Other Party agreed between Corlido and the Other Party is a strict deadline unless otherwise agreed. The Other Party is in default merely as a result of the expiry of the term. Demand letters sent by Corlido to the Other Party do not alter the above.

13.2 If the Other Party fails to comply with one or more obligations pursuant to the agreement or fails to comply with them fully or in a timely manner, Corlido's claims against the Other Party will become immediately due and payable in full and Corlido will have the right to suspend its obligations and/or dissolve the agreement concluded with the Other Party in whole or in part, without prejudice to Corlido's other rights. In the aforementioned cases, Corlido will also have the right to transfer all or part of the performance of the agreement to one or more third parties for the account and risk of the Other Party.

13.3 Without prejudice to Corlido's other rights, including the right to claim compensation, Corlido also has the right to dissolve or terminate the agreement with the Other Party with immediate effect or as of a date selected by Corlido if:

- the Other Party is or has been declared bankrupt;
- the Other Party applies for a moratorium or the Other Party is or has been granted a provisional or definitive moratorium;
- in the event the Other Party is a natural person and the Other Party dies or is placed under guardianship or all or part of the assets of the Other Party are placed under administration;
- in the event the Other Party is a legal person and the Other Party is dissolved or a resolution to dissolve the Other Party is or has been adopted or the Other Party is liquidated or a resolution concerning the liquidation is or has been adopted;
- the Other Party merges with a third party or is acquired by a third party;
- the legal form of the Other Party is changed; or
- an essential change occurs in the activities of the Other Party.

13.4 The Other Party is obliged to notify Corlido In Writing and without delay of an imminent moratorium, attachment or bankruptcy or the threat of bankruptcy.

13.5 In the event a case occurs as referred to in article 13.2 or 13.3, all claims Corlido may have or acquire against the Other Party will become due and payable immediately.

Article 14 Instruction, manual, operating instructions etc.

14.1 The Other Party is to provide Corlido in due time and in a useable form with clear instructions, manuals, operating instructions, assembly instructions, maintenance instructions and the like as are necessary for the use and/or the application, maintenance and repair, and the storage and custody of the goods delivered or to be delivered to, on the instructions of or for the benefit of Corlido.

14.2 The Other Party is obliged to provide Corlido in due time and in a useable form with Written instructions and other information concerning the features, characteristics, quality, the use and application of the goods that are or have been delivered to, on the instructions of or for the benefit of Corlido, which are necessary or desirable in connection with the safety and/or health and safety of persons and animals and/or in connection with the environment in the broadest sense of the word.

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14.3 Manuals, operating instructions, assembly instructions, maintenance instructions and instructions on paper or (digital) data carriers will always be included in the price.

Article 15 Failure on the part of the Seller

- 15.1 In the event the goods that must be delivered by or on behalf of the Other Party for, on the instructions of or for the benefit of Corlido, have not been delivered within the delivery periods or the delivery period, or not at the agreed time(s), and/or not at the agreed place(s), and/or not in the manner agreed, or in the event such goods or any part or component thereof are or is not in accordance with the indication(s), description or specifications in the contract or agreement or any document that is part thereof or do or does not have the features or characteristics Corlido was allowed to expect on the basis of the agreement, or do or does not have the quality Corlido was allowed to expect, or do or does not comply with the agreement in any other way, the Other Party will be in default by operation of law without such requiring any warning, demand or notice of default.
- 15.2 In the event the services that must be provided by or on behalf of the Other Party for, on the instructions of or for the benefit of Corlido, have not been provided at the agreed time(s), and/or not at the agreed place(s), and/or not in the manner agreed, or in the event such services or any part thereof are or is not in accordance with the indication(s), description or specifications in the contract or agreement or any document that is part thereof or do or does not have the features or characteristics Corlido was allowed to expect on the basis of the agreement, or do or does not have the quality Corlido was allowed to expect, or do or does not comply with the agreement in any other way, the Other Party will be in default by operation of law without such requiring any warning, demand or notice of default.
- 15.3 The Other Party is liable for all losses resulting directly or indirectly from any failure on the part of the Other Party to comply with its obligations towards Corlido and for all losses resulting directly or indirectly from the Other Party's failure to notify Corlido or failing to notify Corlido in due time that a delay or other failure on the part of the Other Party is expected.
- 15.4 If the Other Party is in default, Corlido will have the right to either demand that the agreement is performed as yet in the correct manner or that all or part of the agreement is dissolved with immediate effect or as of a date selected by Corlido without prejudice to the provisions of article 15.3. If Corlido dissolves the agreement in such cases, Corlido has the right to either send back to the Other Party the goods that have already been delivered pursuant to the agreement for the account and risk of the Other Party, or to keep those goods or any part thereof, in which case Corlido will be entitled to a reduction of the purchase price of the goods that have been kept in accordance with the circumstances, and Corlido will also have the right to set off the amounts owed in connection with the goods retained against anything the Other Party may owe to Corlido.

Article 16 Warranty

- 16.1 Unless otherwise agreed, a warranty period of twenty-four (24) months after putting into use or commissioning of the goods delivered or parts thereof will apply.
- 16.2 Without prejudice to Corlido's right to dissolve all or part of the agreement and to claim compensation, the Other Party will be obliged to remedy or have remedied by means of replacement or repair for its account each defect or fault in or to the goods or any part or component thereof delivered by or on behalf of the Other Party to, on the instructions of or for the benefit of Corlido, as soon as possible and without costs for Corlido. In the event the Other Party fails to comply with the above, Corlido will have the right to perform or have third parties perform all necessary acts for the account and the risk of the Other Party; all related costs will be paid by the Other Party at Corlido's first request.

- 16.3 The Other Party is furthermore obliged to repair or have repaired or replace goods that have been delivered by or on behalf of the Other Party to, on the instructions of or for the benefit of Corlido and which goods were damaged, disabled or lost during transport.
- 16.4 In those cases in which repair of a damaged or defective good is not possible, the Other Party's obligation pursuant to this article 16 means that the Other Party will arrange in the shortest possible term for replacement of the defective or damaged goods by goods that are entirely in the correct condition.
- 16.5 The ownership and risk of the replaced goods vest entirely in the Other Party from the moment of replacement and the Other Party is required to take possession of these goods as soon as possible.
- 16.6 The warranty referred to in the agreement commences again for the relevant part of the goods that have been delivered following replacement or repair within the warranty period.

Article 17 Confidentiality

- 17.1 The Other Party is obliged to treat in strict confidence all data and information that have been or will be made available or communicated by or on the part of Corlido, as well as the results obtained by the processing thereof, and to keep them secret from third parties and not to use them or have them used for any purpose other than the purpose for which they were made available or communicated by or on behalf of Corlido, and the Other Party is furthermore obliged to ensure that its personnel and all other persons acting on behalf of the Other Party to whom such data and information and results are disclosed or announced or who can become aware of them, will be bound sufficiently and adequately to keep them secret and to treat them in strict confidence.
- 17.2 The obligations arising for the Other Party from 17.1 will continue to apply after the agreement has ended.

Article 18 Corlido property

- 18.1 All documents, designs, drawings, models, specimens, facsimiles, films, photos, electronic and other data carriers, moulds, matrices, templates or specific tools and devices and other materials that have been made available to the Other Party by or on behalf of Corlido or that were manufactured or purchased by the Other Party for the account of Corlido or were acquired for the benefit of Corlido in connection with an agreement between the parties or in connection with an offer or delivery to Corlido, will become or remain the property of Corlido.
- 18.2 The Other Party is obliged to keep the resources and materials referred to in article 18.1 clearly recognisable as the property of Corlido, to keep it in a good state of repair and to insure it and keep it insured for as long as they are used by or on behalf of the Other Party or for as long as they are in the possession of the Other Party and/or for as long as any third party keeps them in its possession on the instructions or for the benefit of the Other Party.
- 18.3 The Other Party is obliged to return or make available to Corlido the resources and materials referred to in article 18.1 in a good state of repair as soon as Corlido requests such and, if such a request is not made, to deliver them in a good state of repair to Corlido at such another time or at such other times as may be agreed expressly between the parties In Writing.
- 18.4 If the Other Party fails to return or make available to Corlido in a timely manner the resources and materials referred to in article 18.1 or returns such resources or materials in a damaged, reduced or worse condition, the Other Party will be obliged to compensate to Corlido all losses sustained in that connection; Corlido has the right in such cases to set off the amount or amounts of such losses against what Corlido may owe to the Other Party.

18.5 The Other Party will only use the resources and materials referred to in article 18.1 for the goods to be delivered to Corlido and for their delivery, or for the services to be provided for, on instructions of or for the benefit of Corlido and their provision, and the Other Party will not use or have used, copy, reproduce or disseminate or spread these resources and materials for any other purpose and it will not make these resources and materials available to any third parties or have them made available to any third parties, and it will not process or combine or mix these resources and materials with other goods or have them processed, combined or mixed with other goods, or perform or have performed acts with respect to these resources and materials as a result of which they would become a part or component of one or more other goods.

Article 19 Transfer of rights and obligations

19.1 The Other Party is not allowed without the prior, Written approval of Corlido to transfer its obligations under the agreement or the performance of the agreement itself or any part thereof, to a third party or to outsource them.

19.2 Transfer or outsourcing to a third party does not alter the Other Party's liability for correct compliance with the agreement.

19.3 The Other Party is not allowed to assign, pledge or transfer the rights under the agreement under any title.

Article 20 Security

20.1 The Other Party is obliged at Corlido's request to provide sufficient security for compliance with its obligations arising from the agreement concluded with Corlido before commencing or continuing the activities it has been instructed to carry out.

20.2 If the security demanded by Corlido has not been demonstrated or Corlido considers that it has not been demonstrated sufficiently, Corlido will have the right to terminate or dissolve all or part of the agreement, without prejudice to Corlido's right to claim compensation and without prejudice to Corlido's entitlement to a refund of everything that has already been paid by Corlido in connection with the performance of the agreement.

Article 21 Health, safety and the environment

21.1 The Other Party is responsible for the health, safety and wellbeing of the employees and third parties that are under its supervision. The Other Party is obliged to implement the necessary measures in accordance with the statutory regulations that apply to this work, and to comply with the instructions, requirements and directions of Corlido, its contract partners or government agencies.

Article 22 Force majeure

22.1 If Corlido is prevented from complying with any obligation towards the Other Party as a result of force majeure, Corlido will have the right to suspend compliance with its obligations until the situation of force majeure has ended or to dissolve all or part of the agreement.

22.2 Force majeure is considered to include any circumstance, cause or event, irrespective of where they take place, occur or arise, and irrespective of whether they were already expected or foreseeable, which permanently or temporarily prevents correct, full and timely compliance with any obligation on the part of Corlido, or which makes compliance very onerous or unacceptably onerous, and which circumstance, cause or event cannot be prevented by Corlido within reason or which occurs fully or partly through no fault of Corlido or which is beyond Corlido's control; force majeure also includes force majeure at a supplier or another third party contract partner of Corlido.

22.3 Force majeure furthermore includes any consequence of a circumstance, cause or event as referred to in article 20.2.

22.4 If as a result of force majeure Corlido is prevented from complying with its obligations towards one or more of its suppliers or contract partners, but not all of them, Corlido will have the right to choose which obligations towards which of its contract partners Corlido will comply with and in what order, and which it will not comply with.

Article 23 U.S. Export Administration Rules

23.1 If any delivery makes use of any American technology to which the U.S. Export Administration Rules apply, the Other Party will be obliged to notify Corlido thereof in accordance with the conditions that are applicable thereto.

Article 24 Headings

24.1 The headings of the articles of these Conditions serve only to make reading easier, but they have no other meaning; more in particular, these headings cannot be used for the interpretation of these Conditions.

Article 25 Applicable law; disputes

25.1 All legal relationships between Corlido and the Other Party as well as these Conditions that form part thereof are governed exclusively by Dutch law.

25.2 The Vienna Sales Convention 1980 is hereby expressly excluded.

25.3 The competent Court in Assen is the sole authority competent to settle disputes between Corlido and the Other Party.

Article 26 Filing

26.1 These General Purchase Conditions have been filed with the court registry of the Assen District Court.