



GENERAL PURCHASE CONDITIONS

PROFILTRA B.V.,

with its registered office in Almere,
Listed with the Chamber of Commerce
under file reference number 39048263

1. Validity

The present general Purchase Conditions ("Purchase Conditions") are applicable to any juristic acts undertaken by us in connection with the purchase of goods or services at all times, unless alternative or supplementary provisions are recorded in writing on our order or amended orders, or unless the parties agree otherwise explicitly and in writing for one or more orders. In that case, all the remaining provisions of the present Purchase Conditions will remain valid in full. The fact that alternative or supplementary provisions may be agreed for one or more orders does not entail that those provisions will also be applicable to other or follow-on orders which are similar or identical, and the latter will remain subject to the present Purchase Conditions, in the absence of an explicit agreement to the contrary.

The present Purchase Conditions will at any rate prevail over any terms and conditions of sale invoked by a supplier to whom we issue an order, unless the parties have agreed otherwise explicitly and in writing. If one or more provisions of the present Purchase Conditions breach any law, regulation or provision laid down in the past or future by any authorised government agency, those laws, prescriptions or provisions will be deemed to have superseded the relevant provisions of the present Purchase Conditions. This will not prejudice the validity of the remaining provisions.

2. Orders

Our orders are binding only to the extent that these are issued or confirmed by us in writing and to the extent these are accepted by the supplier in writing within 14 days of the order date. We are authorised to withdraw an order if and as long as the supplier has not confirmed its acceptance in writing. Amendments or provisions supplementary to the agreement are binding only if agreed in writing, and these will also be covered by the aforementioned 14-day period for acceptance. We are authorised to withdraw amendments or supplementary provisions as long as the supplier has not confirmed them in writing within that period.



3. Prices, commercial terms and payment

All prices are fixed, and unless agreed otherwise in writing, include sound packing materials, import duties and carriage to the place of delivery. If our order does not quote a price for any reason whatsoever, the price which was most recently computed and paid, or, if this is less, the current price, will be valid. Payment must be made net, within 60 days of the receipt and approval of the goods and all the relevant documents, including the invoice, unless the parties have explicitly agreed otherwise.

We are authorised to set off any sums which we owe to the supplier or which the supplier can claim from us against any sums which we may be able to claim from the supplier or which the supplier is required to pay us, at any time. Payment will not entail the waiver of the right to amend the method for executing the order, in any respect. We will not pay any credit surcharge.

The descriptions included in the most recent edition of the Incoterms will be used for interpreting any commercial terms used in our orders, but only in respect of the cost factors thereof, and will have no legal significance for the delivery, or for the transfer of risk or title.

4. Currency

Unless the parties have agreed otherwise, all prices are in euros. Any other currencies will be converted at the official rate as of the date of payment.

5. Quantities

The supplier is authorised to deliver more or less than the agreed quantities only if we have accepted this explicitly.

6. Quality and testing

We are authorised to first test the goods which the supplier is to supply in response to our order on the supplier's premises, during or after the manufacturing process, or to arrange for this to be done. This also applies to any sub-contractors or sub-suppliers. Such a test before delivery will not imply acceptance or definitive receipt.

We will only accept goods after these have been approved, which will be done within a reasonable period after delivery. If goods are not tested, such a test will be deemed to have been carried out 14



days after delivery, and we will not be deemed to have taken definitive receipt of the goods until that date. If the goods are rejected in whole or in part after delivery, we are authorised to return these to the supplier's account without requiring further notice of default or judicial intervention, while reserving all rights, or to store the goods at a location to be designated by us until we receive further instructions on how to handle the goods concerned.

We are authorised to demand either immediate re-delivery of rejected goods, in which case the supplier will be unable to claim any compensation, or to cancel the order in whole or in part, without prejudice to our right to claim compensation of the damage we may suffer as a result of the faulty, defective or improper consignment. The supplier will bear the risk for the goods which it supplies until these have been approved.

We will always approve goods or withhold such approval while reserving all our rights, in particular our right to subsequently appeal to a guarantee. If the delivery consists entirely or in part of labour or services, the provisions of this article will also be applicable mutatis mutandis to the quality and the intended fruit of that labour or those services.

7. Guarantees

The supplier must guarantee us, and, to the extent applicable, those of our clients to whom we re-sell the goods in tact, either as part of a combined delivery or otherwise, that the goods:

- a) are of good quality and completely suited for their intended purpose;
- b) are free of design, manufacturing or material faults and free of invisible defects;
- c) meet the requirements set out in our order, the relevant specifications, drawings, calculations and/or other prescriptions or documents which we may issue in that connection, in full;
- d) comply with all the relevant statutory requirements or government prescriptions, unless the parties have agreed otherwise, in particular the requirements or prescriptions applicable in and for The Netherlands.

Unless the parties have agreed otherwise, the supplier guarantees that it will remedy any defects which may occur in connection with the goods, free of charge and without delay, within a period of at least twelve months after our acceptance of the goods, or, if we have re-supplied the goods in tact as part of a combined consignment or otherwise, that the supplier will remedy such defects on behalf of our clients, or that it will replace the defective goods with non-defective goods, unless the



supplier can demonstrate that the relevant defects are not a result of design, manufacturing or execution faults or because the goods are of unsound materials or materials not suited for their purpose. The supplier must bear all the costs connected with this guarantee, including but not restricted to the installation, fitting or removal costs, transportation, tools and resources and so on. If the consignment consists of labour or services, in whole or in part, the provisions of this article will also be applicable mutatis mutandis to the fruit of that labour or those services.

8. indemnification and liability

The supplier hereby indemnifies us fully and without exception against any title or rights claimed by third parties on account of visible or invisible defects in the goods supplied or to be supplied, or as a result of the non-delivery, overdue delivery or incomplete delivery thereof.

If the 'Wet op de Ketenaansprakelijkheid' (the Dutch act on the ultimate responsibility to pay taxes and social security contributions) is applicable, the supplier furthermore indemnifies us against any liability we may have vis-à-vis third parties on account of non-performance by the supplier or by any sub-contractors called in by the supplier in respect of its or their obligations pursuant to the aforementioned Act.

9. Delivery periods

Delivery on the dates recorded in the contract of sale is an essential obligation for the supplier. If the supplier fails to comply therewith, we are authorised to rescind the agreement in whole, or in respect of the portion of the order which has not been supplied within the agreed period, without requiring further notice of default and without judicial intervention, and, if desired, to call in third parties to supply the goods or the missing portion thereof for the supplier's account, while reserving all our rights, in particular our right to claim compensation of the damage we suffer or may suffer as a result of the failure to comply with the delivery dates and any rescission of the agreement.

If goods are returned as a result of such a rescission, this will be done for the supplier's account

If and as soon as circumstances occur which are such that the supplier cannot or foresees that it will not be able to comply with the agreed delivery date, the supplier must notify us of that fact in writing without delay, stating the nature of these circumstances, the probable duration of the delay and the measures which have been or will be taken to restrict the delay to the



extent possible. In the absence of such a written notification, the supplier can not invoke such circumstances in retrospect, nor appeal to force majeure.

10. Packing materials and despatch

The supplier must ensure that packing materials are sound, so that, provided that these are transported under normal conditions, goods reach their destination in good condition, and can be unloaded and handled safely. Packing materials and the texts and signs with which these are marked must comply with all relevant statutory requirements. Goods must be despatched in conformity with all the relevant statutory prescriptions and requirements, including but not restricted to health, safety and environmental regulations.

The supplier must comply with our storage instructions and our instructions for marking, despatching and insuring the transport risk for the goods and for any documents to be enclosed with the goods or to be made available at a later date, promptly and in full. We are authorised to refuse any consignments which do not comply with the provisions of this article and to return these for the supplier's account.

11. The transfer of title and the transfer of risk

Unless the parties agree otherwise, the title to goods supplied to us in the past or future will be transferred to us on the date and time on which they are delivered to the agreed location or upon payment, if that precedes delivery. In the event of prior part-payment, the title to the goods will be transferred to us at that date and time, to the extent for which part-payment has been made. Unless the parties have agreed otherwise, or unless the present Purchase Conditions provide otherwise elsewhere in this text, the risk for goods supplied to us will be transferred to us at the point at which we take definitive receipt pursuant to article 6 of the present Purchase Conditions.

If we provide goods to the supplier for processing or treatment or for incorporation into or combination with goods which do not belong to us, we will remain or become title-holder to the goods which are created as a result. The supplier is required to clearly mark and store these goods, and will continue to bear the risk until the date on which we take definitive receipt of the goods at the agreed location.



12. Right to cancel

We are authorised to cancel the contract of sale without being required to compensate damage of any kind, if and as soon as our business, the businesses of our suppliers or sub-contractors or others are subject to circumstances which prevent, delay or complicate the delivery or receipt of the goods, for example in the event of strikes, technical breakdowns, accidents, acts of war or force majeure. This also applies if these were foreseeable when the goods were ordered. In such a case, the supplier is required to reimburse us for any payments already made in respect of such a consignment. We will be similarly authorised to cancel an order if and as soon as the supplier is declared bankrupt, applies for a suspension of payments, goes into liquidation or transfers its business to third parties. We will make a cancellation pursuant to this article while reserving all our rights, in particular the right to full compensation of any damage suffered or to be suffered by us.

13. industrial and intellectual property rights

By accepting our order, the supplier will grant us a non-exclusive, irrevocable and transferable license to any patents, trade marks or copyrights the supplier may have to the goods as of the date of delivery, unless the parties have agreed otherwise in writing.

This license will at least include the right to apply the relevant inventions within our own business enterprise and the authority to supply the goods to third parties, as part of combined deliveries or otherwise, and these third parties will similarly be able to exercise the licence described above. This license will also entail the power to repair the goods or to arrange for this to be done. We however explicitly rule out the manufacture of these products or arranging for this to be done, unless the parties have agreed otherwise. The supplier hereby furthermore indemnifies us against any costs or damage, including claims by third parties, which could arise from exercising the title to the goods as a result of the rights accruing to third parties pursuant to patents, trade marks or copyrights, alleged or otherwise, or any other industrial or intellectual property rights in respect of the goods.

14. Industrial drawings and designs etc.

Any industrial designs, stamps, matrices, drawings or other tools or resources provided by us, or created or purchased by the supplier for our account, will remain our property. The supplier must ensure that such tools or resources remain in good condition and must insure these against all risks



as long as they are in the supplier's possession. The supplier must return these to us in good condition together with the last consignment. If the supplier fails to comply with these obligations, we are authorised to withhold payment until the supplier has complied, without prejudice to our other rights, or to withhold such a proportion of the payment as may be necessary to replace these tools or resources, or to restore them to good condition. The supplier may not use these tools or resources for any purpose other than for the goods supplied to us, nor permit third parties to do so, unless we give our written permission for that purpose.

15. Confidentiality

The supplier is required to observe absolute confidentiality vis-à-vis third parties in respect of any industrial information, in the widest sense of the words, including information on regulations, industrial drawings or designs, schedules, models and so on which come to its attention within the framework of the agreement. The supplier is not authorised to make the existence of the contract of sale known to third parties without our prior written permission, in particular, but not restricted to publicity purposes.

16. Disputes and applicable law

All our agreements are subject to the law of The Netherlands. The District Court of Amsterdam has exclusive jurisdiction to adjudicate on any disputes, without prejudice to the statutory provisions concerning the jurisdiction of the Cantonal Court and without prejudice to our authority to invoke the jurisdiction of the court in the place where the supplier is located, if we so desire.

17. Filing the Purchase Conditions

The present Purchase Conditions have been filed with the Chamber of Commerce Flevoland in Lelystad.

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