

GENERAL PURCHASE CONDITIONS
OVIVO HOLLAND



Revision: 1 May 2020

General purchase conditions of Ovivo Holland B.V.

General purchase conditions of Ovivo Holland B.V., having its registered office and principal place of business at Energieweg 1 at (2382 NA) Zoeterwoude, the Netherlands. Registered with the Chamber of Commerce in The Hague under number 28030592.

This is a translation of the original Dutch text. This translation is furnished for the Suppliers convenience only. The original Dutch text will be binding and will prevail in the case of any inconsistencies between the Dutch text and the English translation.

Version of 1 February 2019

Article 1 Definitions

In these general purchase conditions, hereinafter referred to as “GPC”, the following definitions apply:

- a. Ovivo: the private company with limited liability Ovivo Holland B.V., having its registered office at Energieweg 1 at Zoeterwoude, the Netherlands, trading under the name Ovivo, registered with the Chamber of Commerce under Ch. of Comm. number 28030592.
- b. Supplier: the party with which Ovivo enters into negotiations about the formation of an Agreement and/or with which Ovivo concludes an Agreement.
- c. Agreement: any agreement concluded between Ovivo and the Supplier (including the appendices with the Agreement);
- d. Goods: Goods within the meaning of Article 3:1 of the Dutch Civil Code which are delivered by the Supplier to Ovivo and Services which are directly related thereto.
- e. Services: any work performed by the Supplier on the instructions of Ovivo and which do not pertain to the delivery of Goods, including the contracting of work.
- f. Performance: the performance to be delivered by the Supplier under the Agreement, consisting of: the delivery of Goods and/or the provision of Services and/or other work and activities related thereto.

Article 2 Scope of application of GPC, amendments to the GPC, source of GPC

- 2.1 These GPC apply to any and all legal relationships, including, but not limited to any request for an offer, order and Agreement between Ovivo and the Supplier to which the GPC have been declared applicable by Ovivo.
- 2.2 Stipulations varying from and amendments and/or additions to these GPC only apply in so far as these have been accepted explicitly and in writing by Ovivo.
- 2.3 The applicability of any varying general delivery conditions or conditions of sale of the Supplier, however described, are excluded.

- 2.4 If one or more provisions in these GPC should become null and void or be nullified, the other provisions of these GPC will remain applicable in full. In that case new provisions will replace the void or nullified provisions whereby the aim and the purpose of the original provisions will be observed as far as possible.
- 2.5 If Ovivo does not at all times require strict compliance with these GPC, it does not mean that the provisions thereof do not apply, or that Ovivo would lose the right to some extent to require strict compliance with the provisions of these GPC.
- 2.6 Once these GPC are applicable to an Agreement concluded with the Supplier, the Supplier will be deemed to agree tacitly to the applicability of these GPC to other Agreements concluded and to be concluded with Ovivo, including additional agreements and subsequent agreements. Any stipulations varying from and amendments and/or additions to these GPC agreed in accordance with Article 2.2 herein only apply to the Agreement for which stipulations varying, amendments and/or additions have been agreed.

Article 3 Formation of an Agreement, Orders, changes

- 3.1 Ovivo reserves the right to cancel at no cost an order made or placed for the delivery by the Supplier or to require that the volume and/or the properties of the Goods and/or the Services to be delivered will be changed. If a change has consequences for the agreed price, delivery period and/or implementation, the Supplier will, before carrying out the change, inform Ovivo with regard to this in writing as soon as possible.
- 3.2 The order made or placed by Ovivo shall be confirmed in writing by the Supplier within two weeks after receipt of the order by means of an order confirmation. If the order confirmation differs from the original order, Ovivo will only be bound to this order after it has agreed explicitly and in writing with the deviation. The acceptance of supplies or performances by Ovivo, as well as payments made in this regard, will not imply acknowledgement of any deviations.
- 3.3 Any documents received when the offer is made will not be returned by Ovivo.

Article 4 Warranties and obligations of the Supplier

- 4.1 The Supplier will strive to the best of its ability to deliver the Goods and/or Services within the specified time and in accordance with the Agreement, and will comply with all statutory regulations in this regard.
- 4.2 When requested, the Supplier will inform Ovivo at any reasonable point in time about the execution of its work in connection with the delivery of the Goods and/or Services and will give instructions on the use of the Goods and/or Services delivered.
- 4.3 The Supplier will treat all information of Ovivo confidentially in so far as this information has been disclosed to the Supplier as being of a confidential nature, and will see to it that its employees will also observe that confidentiality.

- 4.4 The Supplier warrants that:
- a. the Goods are of good quality, manufactured to the highest standards of workmanship and accuracy and free from all defects in materials, construction and design;
 - b. the Services will be delivered by skilled employees using new materials;
 - c. the Goods and/or Services are completely in accordance with the provisions in the Agreement, the product specifications of the Supplier and the specifications provided by Ovivo are provided in full and meet the reasonable expectations of Ovivo concerning the properties, quality and reliability;
 - d. the Goods and/or Services are suitable for the purpose for which the Goods and/or Services are intended;
 - e. the Goods and/or Services comply with the statutory requirements applicable in the Netherlands and other applicable (international) (government) regulations and standards;
 - f. the Goods and/or Services comply with the standards accepted in the branch of trade or industry in question.
- 4.5 If reference is made in the Agreement to technical, safety, quality, environmental or other regulations and documents which have not been annexed to the Agreement, the Supplier will be deemed to be aware thereof, unless the Supplier informs Ovivo of the contrary in writing without delay.
- 4.6 The Supplier will package the Goods to be delivered properly and in such a way that the consignment is manageable during transport and unloading. The Supplier will arrange for insurance cover of the delivery. The packaging, the transport, the storage and the processing of the Goods shall comply with the applicable laws and regulations in the area of safety, environment and working conditions.
- 4.7 The Supplier shall for its own account arrange for timely obtaining the permissions, permits or licences necessary for the performance of the Agreement and for the compliance with the conditions set therein.

Article 5 Delivery and acceptance

- 5.1 The delivery dates and delivery terms of the Agreement constitute strict deadlines and apply for the full delivery of the Goods and/or Services, including the relevant drawings or other documents.
- 5.2 Subject to Ovivo's written permission, partial deliveries are not allowed.
- 5.3 If circumstances arise on the basis of which expectations are that an agreed delivery date or delivery term cannot be met, the Supplier shall inform Ovivo thereof without delay.
- 5.4 Ovivo is entitled to inspect the Goods and/or Services supplied on delivery at the agreed location prior to acceptance thereof. The Supplier shall render all necessary assistance and cooperation in this inspection. If rejection takes place, Ovivo will inform the Supplier thereof and Ovivo may require replacement or repair according to choice, or may proceed to termination or cancellation of the Agreement. All this does not affect Ovivo's right to compensation. All costs related to inspections and repeat inspections will be borne by the Supplier.

- 5.5 The Supplier carries the risk involved in Goods to be delivered until these Goods have been delivered at the agreed delivery location and have been accepted by Ovivo in writing by a person authorized to do so stating the person's name. After the acceptance of the Goods, the ownership of the Goods passes to Ovivo.

Article 6 Invoicing and payment

- 6.1 The agreed prices are exclusive of Dutch VAT (*BTW*) and include all costs in connection with the Performance.
- 6.2 The agreed prices are fixed prices and will not be subject to indexation, unless the written Agreement states the circumstances which may lead to price adjustment and determines the manner in which the adjustment takes place.
- 6.3 Invoices, provided with the order number shall be submitted itemized in conformity with the order made or placed, whereby in any case mention is made of the numbers and types of Goods and/or Services actually delivered, the date of the delivery, the Dutch VAT amount and the total amount to be paid. As long as these data are missing, Ovivo is entitled to suspend its obligation to pay.
- 6.4 Ovivo will pay, unless other terms has been agreed in writing, within 60 days after acceptance of the Goods and/or Services and after correct invoicing. Payment does not in any way entail relinquishment of rights to reconsider the performance of the Agreement. Ovivo is entitled to set off its claims payable against the debts payable to the Supplier.

Article 7 Suspension, termination and cancellation of the Agreement

- 7.1 In the event Ovivo suspects the Client will fail of be unable to meet or properly meet his obligations, Ovivo is entitled to suspend the performance of its obligations or to terminate the Agreement.
- 7.2 The Agreement concluded between the parties may, in addition to the possibilities to terminate the agreement provided in Article 6:265 of the Dutch Civil Code, be terminated without judicial intervention by means of an extrajudicial written statement, without the Supplier being entitled to any right to compensation with respect to Ovivo, if the Supplier is declared bankrupt, applies for a suspension of payment, or loses the power of disposition of its assets due to attachment, being subject to a guardianship order or otherwise, unless the receiver, administrator or liquidator complies with the obligations arising from the Agreement.
- 7.3 If the Agreement is terminated, the claims of Ovivo on the Supplier will be immediately due and payable.
- 7.4 The Supplier cannot terminate a fixed-term Agreement before the end of the term without reason. Ovivo may terminate the Agreement at any time.
- 7.5 If Ovivo proceeds to suspension or termination of the Agreement, it will in no way be obliged to pay compensation for damage arisen and costs incurred in any way as a result thereof.
- 7.6 If the termination is attributable to the Supplier, Ovivo is entitled to compensation for damage caused by the Supplier, including the costs incurred, directly or indirectly, on the part of Ovivo.

Article 8 Warranty

- 8.1 If the Goods and/or Services do not meet the provisions of Article 4 of this GPC within a period to be determined by Ovivo and the Supplier after the delivery date, the Supplier will replace, repair and/or reperform the Goods and/or Services on demand and at the option of Ovivo, at its own risk and expense, within two weeks, without prejudice to the other rights to which Ovivo is entitled, statutory or otherwise. The Supplier is liable for all the costs involved in the inspection, delivery, replacement and/or repair of the Goods and/or Services in question and for the disassembly of final products in so far as disassembly is necessary for the inspection, delivery, replacement and/or repair of the Goods and/or Services in question.
- 8.2 The Supplier indemnifies Ovivo against claims made by third parties which result from the performance of warranty obligations by the Supplier pursuant to this article.
- 8.3 In the event that the Supplier fails to meet its warranty obligations, Ovivo is entitled to proceed to replacement, repair and/or reperformance at the expense of the Supplier, either with the help of third parties or otherwise. Ovivo will inform the Supplier if possible in advance that it will exercise this right.
- 8.4 If Ovivo and the Supplier have not agreed on a warranty period, the warranty period is 24 months of the date of delivery or completion.
- 8.5 The warranty period will be extended with the period in which the Goods and/or Services have failed to meet the provisions of Article 4 of this GPC. With respect to replaced, repaired and/or reperformed parts of a Good and/or Service a new warranty period applies, equal to the original period.

Article 9 Obligation to provide information

The Supplier is obliged to provide all the information as regards the delivery which may be important for Ovivo, such as all the documents which are necessary to install and to use the Goods in the correct way, and information as regards the origin and production of the Goods. Ovivo is entitled to use and to distribute these documents in connection with the sale and the maintenance of the Goods.

Article 10 Force majeure

- 10.1 In the event of force majeure on the part of the Supplier, it is at the option of Ovivo either to suspend performance of the obligations under the Agreement during the period that the circumstance of force majeure continues or to terminate the Agreement in whole or in part without judicial intervention by means of a written statement, without being obliged to pay compensation for the damage.
- 10.2 The term 'force majeure' does not include the circumstance that the Supplier is unable to comply with its obligations as a result of the fact that a third party fails or timely fails to comply with its obligations with respect to the Supplier.

Article 11 Confidentiality and penalty stipulation

- 11.1 The Supplier is obliged to preserve the confidentiality of all the information which it receives from Ovivo within the scope of the Agreement. Information is considered to be confidential if this has been communicated by Ovivo or if this ensues from the nature of the information. The Supplier will only use the confidential information for the purpose for which it is provided.
- 11.2 The Supplier is aware that the Goods and/or Services delivered or made available may contain confidential information and/or trade secrets. The Supplier undertakes not to disclose the Good and/or Service delivered or made available, or the contents thereof, to third parties or allow it to be used by third parties and only use it for the purpose for which it has been delivered or made available.
- 11.3 In case of breach of the provisions of paragraphs 1 and 2 of this article, the Supplier owes to Ovivo, without a notice of default to that effect being required, a penalty in the amount of € 10,000.- (ten thousand euros) for each breach as well as a penalty of € 500.- (five hundred euros) for each day that the breach continues, without prejudice to the right of Ovivo to claim full compensation for the damage actually sustained.
- 11.4 The Supplier will ensure that its employees and third parties engaged by the Supplier, who are aware or have become aware of (part of) the information referred to in paragraphs 1 and 2 also undertake to maintain confidentiality.
- 11.5 If Ovivo so requires, the Supplier will instruct the employees deployed by the Supplier to undertake the obligation of confidentiality in writing with respect to Ovivo.

Article 12 Industrial and intellectual property and licences

- 12.1 If industrial or intellectual property rights are vested in the delivered Goods and/or Services or accompanying documents, Ovivo will acquire the right of use thereof free of charge by means of a non-exclusive, worldwide, perpetual licence.
- 12.2 All intellectual property rights arising as a result of the delivery of the Goods and/or Services by the Supplier, its employees or third parties which have been involved by the Supplier in the performance of the Agreement, will be vested in Ovivo.
- 12.3 When first requested by Ovivo, the Supplier is obliged to do all that is necessary for acquiring and securing the aforementioned intellectual property rights.
- 12.4 If there is a difference of opinion between the parties about the ownership of the (results of) delivered Goods and/or Services or intellectual property rights or other rights attached thereto, respectively, the starting point will be that this ownership rests with Ovivo until the time that proof to the contrary has been provided by the Supplier.

12.5 The Supplier warrants that the delivery of the Goods and/or Services do not infringe any industrial or intellectual property rights of third parties. The Supplier indemnifies Ovivo against claims of third parties on account of infringements or alleged infringements in this regard and will compensate Ovivo for all the damage sustained as a result thereof.

Article 13 Taxes and national insurance contributions

The Supplier is responsible and liable under the Agreement for complying with the obligations resting on the Supplier or third parties engaged by the Supplier arising from tax legislation and social insurance legislation. The Supplier will indemnify Ovivo against claims in this regard.

Article 14 Liability of the Supplier

- 14.1 The Supplier is liable for all damage which Ovivo sustains as a result of a failure attributable to the Supplier to perform the Agreement or a failure to perform the Agreement properly or in time, or as a result of wrongful acts on the part of the Supplier or its employees.
- 14.2 The Supplier indemnifies Ovivo against any and all claims of third parties which are the result of a failure attributable to the Supplier to perform the Agreement or a failure to perform the Agreement properly or in time, or as a result of wrongful acts on the part of the Supplier or its employees.
- 14.3 The Supplier will take out and maintain an adequate insurance with respect to its liability pursuant to the law and/or the Agreement and furthermore will take out and maintain an insurance for all risks in its business operations.
- 14.4 If Ovivo so requests, the Supplier will provide Ovivo with written proof of the existence and the contents of the insurance referred to in paragraph 3 hereinabove.
- 14.5 The Supplier hereby assigns to Ovivo in advance any and all claims to payment of insurance proceeds in so far as relating to damage for which the Supplier is liable with respect to Ovivo.

Article 15 Transfer of rights and obligations

Ovivo is allowed to transfer the rights and obligations arising from the Agreement concluded with the Supplier to third parties. The Supplier is not at liberty to transfer the rights and obligations arising from the Agreement to third parties, except in the event that Ovivo has agreed thereto in writing. The Supplier will not subcontract the delivery of the Goods and/or Services or parts thereof to third parties.

Article 16 Applicable law and disputes

- 16.1 Dutch law applies exclusively to any dispute arising between Ovivo and the Supplier, with the exclusion of the Vienna Sales Convention.
- 16.2 Disputes between Ovivo and the Supplier will be submitted to the District Court of The Hague.